MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 3, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Oath of Office for New Firefighters
   - 3.B Proclamation - Black History Month
   - 3.C Proclamation - Autism Acceptance and Awareness Month
   - 3.D Employee of the Month for February
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 25-05 - Amendments to the Comprehensive Plan per the findings of the 2025 Evaluation and Appraisal Report

     AN ORDINANCE AMENDING AND REINSTATING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - First Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

     AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.C Public Hearing - First Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

     AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE

CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

4.D Public Hearing — First Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; 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 January 20, 2026 Meeting

7.B Authorization to Accept the 2025-2026 Victims of Crime Act (VOCA) Grant Funding

7.C Approval to purchase of firefighter protective gear from Bennett Fire Products Company, LLC

7.D Authorization to Submit Application for 2026-27 VOCA Grant

7.E Authorization to Negotiate Construction Engineering Inspection Services

7.F Hoagland Boulevard Transportation Planning Study

7.G Construction Inspection Services for Woodside Drainage Phase 2

7.H Acceptance of Additional Funding from the Resilient Florida Grant Program

7.I Disposal of City Assets

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (DKCRA) Approval of Reimbursement to Azure Hotel International, Inc. For the Demolition of the Civic Center

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Advisory Board Vacancy: Parks and Recreation Advisory Board

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
Oath of Office for New Firefighters

Request

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

Explanation

Ten new employees have been hired by the City of Kissimmee Fire Department. These employees have completed an extensive orientation and have now been assigned to a shift and station.

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

The firefighters to be sworn in are:

Firefighter Isaias Chong
Firefighter Ethan Aguilera
Firefighter Siomara Collazo
Firefighter Jose Herrera Ortiz
Firefighter Fabio Elejalde
Firefighter Edgar Ocampo Sanchez
Firefighter Andrew Shweky
Firefighter Adrian Schicatano
Firefighter Jesus Ramirez
Firefighter Andy Garcia

Department: Fire
Presenter: James Walls

Attachment(s):
1. (S) Oaths of Office

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Isaias Chong

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Ethan Aguilera

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Siomara Collazo

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Jose Herrera Ortiz

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Fabio Elejalde

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Edgar Ocampo Sanchez

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Andrew Shweky

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Adrian Schicatano

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Jesus Ramirez

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

February 3, 2026

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

Seal

Andy Garcia

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B
Proclamation - Black History Month

Request

To present a proclamation to the Artists of the 2026 Kissimmee City Hall Black History Month Exhibit in honor of Black History Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Black History Month 2026

Proclamation

City of Kissimmee Florida

BLACK HISTORY MONTH

WHEREAS, in 1926, Dr. Carter G. Woodson, a Harvard Scholar, established the observance of African American history, to reveal the contributions, achievements, and involvement of African American people interwove into the fabric of every aspect of American society; and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated throughout the United States of America during the month of February as a testament to generations of formerly enslaved Africans brought to the Americas who, in the face of daily adversity and galvanized by the promise of freedom, strived for equality by exercising strength, endurance, enterprise and patriotism; and

WHEREAS, African Americans' longstanding struggles for freedom, equal treatment, and the rights guaranteed under the United States Constitution for equal opportunities in education, housing, and the workplace; for economic opportunity, equal justice, and political representation; and so much more have reformed our democracy far beyond its founding; and

WHEREAS, African Americans have made a way not only for themselves but also have helped build a foundation for millions of women, immigrants, other historically marginalized communities, and all Americans to more fully experience the benefits of our society; and

WHEREAS, the collective actions of African Americans should be recognized for their significant contributions past and present on a national and local state in civic, economic, educational, professional, medical, scientific, military, athletic and artistic excellence; and

WHEREAS, the City of Kissimmee supports the celebration of Black History Month through the 2026 City Hall Black History Month Exhibit, presented from January 30 through March 1, 2026, which honors the history, culture, and artistic contributions of Black Americans, and in partnership with Osceola Arts advances the Art in Public Places program by showcasing regional artists in City Hall to inspire and engage the community, while recognizing Black American artists for their creativity and cultural impact; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of February 2026 as **"Black History Month"** in the City of Kissimmee and encourage all citizens to join in this special observance.

IN WITNESS, THEREOF, this is signed this 3rd day of February, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Proclamation - Autism Acceptance and Awareness Month

Request

To present a proclamation honoring Saqui Community, Inc. and Voices of Silence for their contributions to the autism community and in recognition of Autism Acceptance and Awareness Month, celebrated each April.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Autism Acceprance and Awareness Month

Proclamation

City of Kissimmee Florida

AUTISM ACCEPTANCE AND AWARENESS MONTH

WHEREAS, Autism Spectrum Disorder (ASD) affects individuals of all ages, races, and backgrounds, and touches the lives of families, caregivers, educators, and communities throughout the City of Kissimmee; and

WHEREAS, individuals on the autism spectrum contribute unique talents, perspectives, and abilities that enrich our community and deserve dignity, respect, inclusion, and equitable opportunities to reach their full potential; and

WHEREAS, World Autism Acceptance and Awareness Day, observed annually on April 2, promotes understanding, acceptance, and inclusion, while encouraging communities to advance accessibility, equity, and meaningful support for individuals with autism; and

WHEREAS, Autism Acceptance and Awareness Month provides an opportunity to educate the public, reduce stigma, encourage early identification, and strengthen access to resources and services that improve the quality of life for individuals with autism and their families; and

WHEREAS, organizations such as Saqui Community, Inc., and Voices of Silence work to connect families with resources, promote education, and advocate for inclusive practices that strengthen the social fabric of our community; and

WHEREAS, the City of Kissimmee is committed to fostering a welcoming, inclusive, and compassionate city where all residents are valued, supported, and empowered to thrive

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of April as **"Autism Acceptance and Awareness Month"** in the City of Kissimmee and encourage all residents to support initiatives that promote understanding, inclusion, acceptance, and respect for individuals on the autism spectrum.

IN WITNESS, THEREOF, this is signed this 3rd day of February 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.D
Employee of the Month for February

Request

Staff requests that the City Commission join the City Manager in recognizing Kayla Smith of the Development Services Department as the Employee of the Month for February.

Explanation

The City is proud to announce that Kayla Smith, a dedicated Planning Technician with the Development Services Department, has been selected as the Employee of the Month for February.

Kayla joined the City of Kissimmee nearly two years ago and has quickly distinguished herself through exceptional dedication and consistent high performance. In that short time, she has earned two promotions and continues to demonstrate remarkable attention to detail while producing high-quality work with a positive, solutions-focused attitude.

She continually seeks opportunities to enhance the workplace and support her colleagues. Her commitment is further reflected in her involvement with the GEO, where she not only participates but also serves in an officer role. Kayla is known for her enthusiasm, professionalism, and the uplifting energy she brings to every interaction.

Kayla exemplifies the spirit of public service and represents the very best of our organization. The City is honored to recognize her for her outstanding service, leadership, and unwavering dedication to the community.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance # 25-05 - Amendments to the Comprehensive Plan per the findings of the 2025 Evaluation and Appraisal Report

AN ORDINANCE AMENDING AND REINSTATING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of the 2025 Evaluation and Appraisal Report (EAR) Amendments.

Explanation

Every seven years, the City is required to conduct an evaluation of its Comprehensive Plan via an Evaluation and Appraisal Report (EAR). Based on the EAR findings, the City must make any necessary changes to its Comprehensive Plan within a year. All necessary amendments have been incorporated into the Comprehensive Plan elements, attached for review. The amendments are included in the backup for this agenda item and are indicated by underlining and strike-through.

Below is a summary of the changes per element:

<u>Future Land Use</u>

- Policy 1.1.10.1: Remove this Policy. This has been something the City has attempted to pursue in the past but has been unsuccessful.
- Objective 1.1.11: Added to support the Form-Based Code area.
- Minor language updated.
- Updates since first reading: minor updates to the data and analysis, per direction from Florida Commerce.

<u>Transportation</u>

- Policy 2.1.1.4: Modified this policy to encourage a safe multi-modal transportation network and engage with regional and local Vision Zero Action Plans.
- Minor language updated.
- Updates since first reading: minor updates to the data and analysis, per direction from Florida Commerce.

<u>Housing</u>

- Policy 3.1.1.10: Requires that the City maintain expectations for administrative approval for proposed projects submitted under the Live Local Act land use tool. In addition, it requires that the City's website include a list of City-owned surplus lands that may be used to develop

affordable residential units, as well as a list of incentives the City may apply to development projects.
- Policy 3.1.2.6: Adding a statement at the end of this policy that the City shall support local non-profits when striving to provide housing assistance.
- Updates since first reading: minor updates to the data and analysis, per direction from Florida Commerce.

Public Facilities

- Minor language updated.

Conservation

- Minor language updated.

Recreation and Open Space

- Adding Policy 6.1.1.8: The Parks and Recreation Advisory Board shall be engaged in recommendations regarding decisions on the acquisition of park land and development of recreation facilities/trails.
- Adding Policy 6.1.1.9: The City shall identify all park land that can be used for future recreational use and maintain a list of those areas.
- Adding Policy 6.1.2.5: Parks shall be designed to encourage safety, social equity, and shall be low impact or support the environment.
- Adding Policy 6.1.3.5: Encourages trails and pedestrian pathways.
- Adding Policy 6.1.3.6: Requires that the City adopt a Parks and Recreation Master Plan.

Intergovernmental Coordination

- Removed Objective 7.1.6, which recommends establishing Joint Planning Areas (JPA) with Osceola County. This has been something the City has attempted to pursue in the past, but has been unsuccessful. Both the County and the City have seats on their respective Development Review Committees and can comment on proposed projects. County land use, continuity, and the maintenance of the Level of Service within the City are always considerations when reviewing development applications within the City. Further, if there is a wish for another large-scale annexation into the City, a separate agreement would be made with the County.

Capital Improvements

- Capital Improvements Plan (CIP) update
- Minor language updated.
- Update since first reading: Per statute, the Capital Improvements Program (CIP) must be updated annually. As the budgets for Toho Water Authority (TWA) and the City were approved in September, staff updated the CIP to reflect the 2026-2030 budget.

Economic Development

- No changes are proposed to this element.

Property Rights

- No changes are proposed to this element.

Following the City Commission's first reading of this ordinance on June 3, 2025, staff transmitted all applicable documentation to the Florida Department of Commerce and various other agencies for review. Any requested edits have been incorporated into the various elements.

Recommendation

Approval of the second and final reading of the proposed ordinance.

The City Commission approved the first reading on June 3, 2025. The Planning Advisory Board (PAB) recommended approval on May 21, 2025. This recommendation included a modification to Policy 2.1.1.4 of the Transportation Element, which is reflected in the attached backup. The Development Review Committee (DRC) recommended approval on May 6, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):
1. (S) 25-05 Proposed Ordinance
2. 2050 Comprehensive Plan
3. Advertisement

PROPOSED ORDINANCE NO. 25-05
ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REINSTATING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City has advertised two (2) public hearings as required by law for to adoption of this ordinance, and;

WHEREAS, City has held such public hearings and the records of the City indicate that the owners of the land affected have been notified as required by law.

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

SECTION 1. Amending elements of the Comprehensive Plan; Land Use Element – Chapter 1: adding Objective 1.1.11; Transportation Element – Chapter 2: minor language updates; Housing Element – Chapter 3: adding Policy 3.1.1.10; Public Facilities Element – Chapter 4: minor language updates; Conservation Element – Chapter 5: minor language updates; Recreation and Open Space – Chapter 6: add Policies 6.1.1.8, 6.1.1.9, 6.1.2.5, 6.1.3.5, 6.1.3.6; Intergovernmental Coordination – Chapter 7: remove Objective 7.1.6; Capital Improvements Element – Chapter 8: update the Capital Improvements Program.

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

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or

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

SECTION 5. That all ordinances in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall take effect 10 days after its passage

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 3rd day of February, 2026.

_____
Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to Form and Legality

_____
City Attorney



1 FUTURE LAND USE

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Kissimmee 2040 2050 Comprehensive Plan

Future Land Use

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
Fort Lauderdale, FL 33309

date

Amendments:

November 2018
Amended February 2026; Amendment No. 25-01ER
Amended December 7, 2021; DRC#21-097; DEO Amendment No. 21-02(ESR)
Amended February 2020; DRC#19-113; DEO Amendment No. 19-03(ESR)
November 2018
Amended December 7, 2021; DRC#21-097; DEO Amendment No. 21-02(ESR)

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Future Land Use Element pursuant to §163.3177(6)(a), Florida Statutes.

GOAL 1.1: LAND USE AND COMMUNITY CHARACTER.

Ensure that the character and location of land uses is efficient, incorporates best management practices, principles of resource conservation and compact development, promotes orderly land use transitions and human-scaled growth, and minimizes threats to health, safety, and welfare that may be associated with incompatible land uses, environmental degradation, hazards, and nuisances.

OBJECTIVE 1.1.1: PLAN AND DESIGN FOR RESIDENTIAL QUALITY.

Sufficient space shall be provided for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. Residential development shall be planned and designed to create and perpetuate stable residential and mixed-use neighborhoods for all income levels.

POLICY 1.1.1.1: PROVIDE ACCESS TO GOODS AND SERVICES AND PROTECT RESIDENTIAL AREAS FROM THE ADVERSE IMPACTS OF TRANSITION IN LAND USE.

Stable residential areas and projected future residential areas as delineated on the Land Use Map shall be protected from encroachment by incompatible development. This policy does not preclude necessary community facilities from locating within established residential areas when such activities satisfy established criteria of this plan and the City's Land Development Code.

Land development regulations shall continue to incorporate standards and/or review criteria for mandating retention of open space and for regulating landscaping, building design, including setbacks, building placement on site, and building orientation. These provisions shall be directed toward protecting privacy, as well as to light, air and open space. Other reasonable design principles shall continue to be included in the Land Development Code in order to alleviate adverse impacts of potentially incompatible land uses.

POLICY 1.1.1.2: PROMOTE ORDERLY LAND USE TRANSITION.

Where it is not feasible to separate residential from nonresidential land uses, in those areas where separation is desired, buffering shall be required to promote a smooth land use transition. Buffering may include landscape cover; walls or fences aesthetically designed for screening purposes; and open space systems with dense native vegetation and tree canopy; and/or a transitional use between incompatible uses. There shall be buffering and

convenient pedestrian access between multiple family residential uses, mixed-uses, and non-residential uses.

POLICY 1.1.1.3: PROMOTE ORDERLY TRANSITION IN RESIDENTIAL DENSITIES.

Highest residential densities (densities greater than 12 units per acre) shall continue to be allocated to sites accessible to arterial or collector streets, or accessible to identified transit routes and facilities, and shall be located adjacent to existing development with the same or less land use density or intensity. Residential densities shall be allocated in a manner compatible with available public services, natural features, and existing and anticipated future development.

OBJECTIVE 1.1.2: COMMERCIAL DEVELOPMENT.

Commercial development shall be comprised of a wide range of business uses. The allocation of land and public facility resources shall consider the location and space requirements of commercial activities, and potential fiscal, environmental, and socioeconomic impacts on the City as a result of distribution within their market area.

POLICY 1.1.2.1: GENERAL PATTERN OF COMMERCIAL LAND USE.

In order to promote efficient use of the multimodal transportation system, achieve orderly development and redevelopment activity, and minimize adverse impact on neighborhood and environmental quality, commercial development shall strategically locate in areas having characteristics suitable for specific land, site, public facilities and market location requirements of their respective commercial uses.

POLICY 1.1.2.2: PROVIDE FOR COMMERCIAL OFFICE DEVELOPMENT.

Office development shall be encouraged to locate on accessible sites near major thoroughfares, and/or transit routes and facilities. Office development may serve as a transitional use separating more intensive commercial uses from neighborhood-oriented residential development. In addition, office uses may be compatible with a mix of land uses, including multiple family residential units and/or institutional uses where the sites are of sufficient size to accommodate land development requirements and appropriate landscape, screening and buffering, as enumerated in the Land Development Code.

POLICY 1.1.2.3: ACCOMMODATE DIVERSE COMMERCIAL USES.

The City shall maintain various commercial zoning districts and development standards in the Land Development Code to assure the availability of varied activities, including but not limited to: professional and business offices, limited commercial activities, and general retail sales and services. The allocation of commercial uses shall recognize that respective commercial activities frequently have different site, spatial, and market area characteristics

and generate significantly different impacts. The commercial future land use designations on the Future Land Use Map shall ensure land area sufficient for accommodating diverse commercial uses in a manner consistent with: 1) the needs of the applicant and adjacent land owners; 2) available public facilities; 3) fiscal capacity of the City; and 4) any applicable land, water, or other natural resource constraints.

OBJECTIVE 1.1.3: PLANNING FOR INDUSTRIAL DEVELOPMENT.

Sufficient land shall be maintained to accommodate and support industrial development in specific areas of the City.

POLICY 1.1.3.1: GENERAL CONSIDERATIONS FOR LOCATING INDUSTRIAL DEVELOPMENT.

The allocation of land resources for industrial development shall reflect the location, public facilities, and space requirements of industrial activities and potential fiscal, environmental, and socioeconomic impacts on the City.

POLICY 1.1.3.2: GENERAL PATTERN OF INDUSTRIAL LAND USE.

Major centers for industrial activity include the airport and airport environs within the southwest quadrant of the City; the northeast quadrant of the City adjacent to the SunRail tracks where industrial development already exists; the northwest quadrant of the City adjacent to John Young Parkway and Thacker Avenue north of Carroll Street; and within newly annexed areas suitable for industrial development. A high priority shall be directed toward full utilization and development of lands designated for industrial development proximal to the Kissimmee Gateway Airport, except where such utilization and development would not comply with floodplain management policies and other environmental protection requirements.

POLICY 1.1.3.3: PURSUE SELECTIVE INDUSTRIAL EXPANSION.

The City shall pursue a strategy of selective expansion of its industrial base, in accordance with the objectives and policies contained in the Economic Development Element, and other elements of this Plan. The City shall encourage industries that contribute optimally to the City's economy and that of the Central Florida region.

POLICY 1.1.3.4: PURSUE NUISANCE ABATEMENT STANDARDS AND CRITERIA.

The City shall prevent nuisance impacts frequently associated with industrial activities by maintaining performance standards for managing emission of noise, air pollutants, odor, vibration, fire or explosive hazard, and glare.

Policy 1.1.3.5: Discourage Incompatible Land Uses.

The City shall discourage non-industrial land uses, such as churches and schools, in industrial areas to preserve industrial lands for employment-focused uses.

Objective 1.1.4: Accommodate Institutional Facilities and Public Services.

The City shall assure that needed public services and facilities are developed concurrent with new development, including the use of adequate facilities requirements within the City's Land Development Code. In addition, the City shall use the capital improvement program and budget process to pursue advance acquisition of land required to provide recreation, conservation, and related public benefits.

Policy 1.1.4.1: Coordinate Public and Private Investments in Land Improvements.

The location, scale, timing, and design of necessary public services and semi-public uses shall be closely coordinated with development activities in order to promote improvements in delivery of requisite services.

Policy 1.1.4.2: Design and Construction of Public and Semi-Public Services.

The City shall maintain and enforce appropriate standards and specifications for the design and construction of public and semi-public facilities and services in order to promote cost effectiveness and quality control consistent with all applicable federal, state, regional, and local standards.

Policy 1.1.4.3: Provision of Off-Site Improvements.

All new development shall provide necessary off-site improvements or equitable contributions in lieu thereof required as part of a development application pursuant to the Comprehensive Plan or any other requirement of the Code of Ordinances, as exists or as may hereinafter be amended.

Objective 1.1.5: Promote Innovative Land Use Strategies and Urban Design Principles, and Resource Conservation.

The City shall continue to seek and implement innovative ways to promote and enhance land use and transportation connectivity while conserving natural resources through compact development patterns. Areas of particular focus for the City include major activity centers such as the Downtown Community Redevelopment Area, the Vine Street Corridor Community Redevelopment Area, the Medical Arts District, the Lake Tohopekaliga Waterfront, and the whole of the Multimodal Transportation District.

Policy 1.1.5.1: Community and the Urban Environment.

The City shall continue to emphasize and enforce the principles of human-scaled, walkable neighborhoods and environments through the continued enforcement of the Land Development Code.

Policy 1.1.5.2: Promote the Community Redevelopment agency Areas.

The City, in partnership with private and public organizations and area residents, shall promote the continued revitalization of the Community Redevelopment Areas as an important location for commercial, residential, governmental, cultural, and recreational activities through continued implementation of the goals and objectives outlined in the Community Redevelopment Agencies' *Redevelopment Plans*.

Policy 1.1.5.3: Implementation of Designated Overlay Districts.

The City shall continue to implement the designated overlay districts through the Land Development Code. These overlay districts include the Conservation Overlay District, Downtown Community Redevelopment Area, Historic Preservation Overlay (HPO), Bed and Breakfast Overlay, Medical Arts District, Short-Term Rental Overlay (STRO) District, and the Vine Street Community Redevelopment Area. Other overlay districts may be identified and added to the City's Zoning Map, and will also be implemented through the Land Development Code.

Policy 1.1.5.4: Community Appearance and the Natural Environment.

Special emphasis shall be placed on preserving and/or improving the character of major natural features, including the Lake Tohopekaliga shoreline, Mill Slough, and Shingle Creek which serve as focal points and amenities for City residents and visitors.

Scenic vistas, especially along Lake Tohopekaliga, Mill Slough Park, Shingle Creek, or other similar aesthetic corridors, shall be enhanced by the preservation of open spaces.

Policy 1.1.5.5: Efficient Use of Resources.

The efficient use of natural resources, including energy supplies, shall be accomplished through the application of compact development patterns, energy-efficient building and site design, the application of mixed land uses, and support of multimodal transportation options.

Policy 1.1.5.6: Restriction of Land Uses to Protect Wetlands and Water Quality and Quantity.

The City will continue to protect water quality through the restriction of land use activities that may adversely affect wetlands and the quality and quantity of water sources, including natural groundwater recharge areas, wellhead protection areas, and surface waters.

Policy 1.1.5.7: Land Use Coordination.

The City shall coordinate its future land uses with natural systems, (including topography, soil conditions, vegetation, potable water wellfields, and other environmentally sensitive land and water resources) through the continued implementation of the City's adopted Land Development Regulations. Land use shall also be predicated on availability of infrastructure and service systems required to support land use activities.

Policy 1.1.5.8: Density and Intensity Proximal to Transit.

The City shall encourage a mix of land uses, and increases in land use density and intensity to support transit use in the vicinity of rail transit and premium transit stations and stops. These transit-oriented development (TOD) areas include lands near the Kissimmee Intermodal Station, in the Vine Street Corridor Community Redevelopment Agency Area, and near planned SunRail stations.

Policy 1.1.5.9: Land Uses Proximal to Intermodal Center and Transit Station Areas.

The City shall limit the types of land uses within a half-mile of the Kissimmee Intermodal Station, and future premium transit station areas, in order to encourage a more walkable and connected, transit-oriented environment. Uses that shall be limited and/or excluded include automobile-oriented businesses, such as auto dealerships and repair shops, and drive-through businesses. Intense industrial business activities, particularly those with daytime freight traffic, shall also be limited and/or excluded.

Policy 1.1.5.10: Land Development Code Performance Standards.

The Land Development Code shall maintain performance standards that, at a minimum:

- Provide criteria for protecting wetlands;
- Establish open space requirements;
- Provide criteria for protection of potable water wellfields;

- Provide criteria for drainage and stormwater management and requirements for stormwater management plans associated with development and redevelopment projects;
- Incorporate criteria for requiring off-street parking and managing internal traffic circulation, as well as access to and egress from the street system;
- Mandate availability of requisite services and infrastructure;
- Stipulate criteria for perimeter screening and buffering land uses and facilities that may otherwise adversely impact development of adjacent land uses;
- Establish standards for erosion and sedimentation control;
- Address historically significant properties meriting protection; and
- Provide criteria for reduction of Vehicle Miles Traveled (VMT).

Objective 1.1.6: Promote a Multimodal-Supportive Land Development Pattern to Increase Mobility within the City.

Policies and standards regarding the arrangement, density/intensity, and design of land uses in the City shall continue to complement the development of a multimodal transportation system and shall be implemented through the Land Development Code.

Policy 1.1.6.1: Enable Mixed-Use, Transit-Oriented Development Pattern within the Multimodal Transportation District (MMTD).

Land use plans within the Multimodal Transportation District (MMTD), particularly the Downtown Community Redevelopment Area, the Medical Arts District, the Vine Street Corridor Community Redevelopment Area, and along Lakeview Drive, shall be designed to enable multi-story, mixed-use development and redevelopment. These locations are on or adjacent to existing or proposed transit routes and have significant potential to support transit-oriented development and non-motorized modes of transportation.

Policy 1.1.6.2: Require Pedestrian-Oriented Site Design.

Commercial, mixed-use, and multiple family residential developments throughout the City shall be required to locate on-site parking as unobtrusively to pedestrian access as possible. Except for cases of hardship where site conditions do not allow this standard to be met, surface parking shall not be located between buildings and sidewalks along public rights of way. Buildings within the MMTD shall be located adjacent to the public sidewalk to provide direct access between the public sidewalk and building entrances. Land development

regulations shall ensure that setbacks, buffer requirements, parking standards, and other associated regulations are consistent with this policy.

POLICY 1.1.6.3: REQUIRE PEDESTRIAN-ORIENTED BUILDING DESIGN WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

In the MMTD, the primary building entrance for commercial, mixed-use, and multiple family buildings shall be oriented towards the principal pedestrian access way, typically the public sidewalk or an interior sidewalk where the majority of pedestrian traffic is expected internal to the site. Additional entrances may be permitted that orient towards on-site parking. Buildings shall be designed so that transparency, articulation, alcoves, awnings, and other architectural features break up facades with features that are of visual interest to the pedestrian and reduce the perceived scale of large buildings. A minimum transparency percentage for ground floor non-residential uses shall be required, as will a maximum number of consecutive linear feet of façade that will be allowed to remain unadorned/unarticulated.

POLICY 1.1.6.4: REQUIRE ON-SITE MULTIMODAL TRANSPORTATION INFRASTRUCTURE WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

Internal sidewalks shall be required to provide connections from public sidewalks to building entrances, parking areas, and to adjacent developments. Crosswalks shall be provided where sidewalks intersect with internal streets or parking aisles. Developers shall be required to provide bicycle parking on-site, located conveniently to building entrances. Transit shelters or other transit infrastructure may be required on-site where sufficient public right-of-way is not available to adequately meet the needs of the transit system. Streetscaping shall be required along sidewalks adjacent to public or private streets, consisting of shade trees, pedestrian-scaled lighting, benches, and other pedestrian-oriented amenities where appropriate.

POLICY 1.1.6.5: ENCOURAGE VERTICAL MIXED USE BUILDINGS WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

Within the Multimodal Transportation District (MMTD), particularly the Downtown Community Redevelopment Area, the Vine Street Corridor Community Redevelopment Area, and along Lakeshore Boulevard, locations on or adjacent to existing or proposed transit routes should be designed to encourage vertical mixed-use development and redevelopment. These areas have significant potential to support transit-oriented development and non-motorized modes of transportation. Other locations within the MMTD also should be encouraged to develop or redevelop as vertical mixed use. Vertical mixed-use buildings combine different uses in the same building. To enable multi-story mixed use

development, lower floors should have more public uses with more private uses on the upper level floors.

POLICY 1.1.6.6: ENCOURAGE HORIZONTAL MIXED USE BLOCKS WITHIN MIXED-USE DISTRICTS.

In mixed use land use districts outside the MMTD, sites shall be designed to enable vertical or horizontal mixed-use development and redevelopment. Horizontal mixed-use combines single-use buildings on distinct parcels within a development and in close proximity.

OBJECTIVE 1.1.7: PROTECTION OF HISTORIC RESOURCES.

The City shall ensure protection of historic resources through the continued use of various regulations, through intergovernmental coordination, and encouragement of private sector involvement.

POLICY 1.1.7.1: PROGRAMMING FOR HISTORIC SITES.

The City shall continue to enforce the Historic Preservation Ordinance, and to coordinate with the State in developing appropriate programs for preserving and enhancing sites of historical significance.

POLICY 1.1.7.2: PREVENTING ADVERSE IMPACT OF DEVELOPMENT ON HISTORIC SITES.

The City shall continue to enforce historic preservation land development regulations to help avoid adverse impacts to historic sites.

OBJECTIVE 1.1.8: INTERGOVERNMENTAL COORDINATION.

The City shall coordinate land and water resource management issues with other applicable public agencies at all levels of government pursuant to the Intergovernmental Coordination Element.

POLICY 1.1.8.1: IMPLEMENTING INTERGOVERNMENTAL COORDINATION.

The City shall require that development applications be coordinated, as appropriate, with Osceola County, the School District of Osceola County, other special districts, the East Central Florida Regional Planning Council, the South Florida Water Management District, as well as applicable State and Federal agencies prior to issuance of a development order or permit.

POLICY 1.1.8.2: TOHOPEKALIGA WATER AUTHORITY COORDINATION

The City shall coordinate with TWA regarding future land use decisions, future population, and the corresponding need for additional potable water.

OBJECTIVE 1.1.9: CONTINUING LAND USE PROGRAMS.

The City shall implement land use goals and objectives by carrying out a continuing program of land use activities below cited.

POLICY 1.1.9.1: LAND USE INFORMATION SYSTEM.

The City shall maintain and periodically update the land use information system, integration of the Tax Appraiser property files, City Planning Division field data, Building Division permit files, engineering base maps, and all other relevant land use data files.

POLICY 1.1.9.2: LAND USE TRENDS.

The City shall monitor and evaluate population and land use trends, including update of the Growth Allocation Model (GAM).

POLICY 1.1.9.3: ADMINISTER LAND USE CONTROLS.

The City shall administer adopted land use controls, including the zoning ordinance, subdivision regulations, building regulations, housing code, water and wastewater codes, traffic regulations and regulations governing streets and sidewalks.

POLICY 1.1.9.4: MANAGE CURRENT DEVELOPMENTAL IMPACTS.

The City shall evaluate and manage impacts of proposed development pursuant to existing ordinances, including, but not limited to, public facilities, natural environment and impact on stable residential neighborhoods.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

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

POLICY 1.1.9.6: SPECIAL LAND USE STUDIES.

In order to maintain land use policies responsive to changing conditions, problems, and issues, the City shall undertake special studies as needed to develop specific local strategies for resolving unanticipated land use problems and issues, including systems for managing locally unpopular land uses.

OBJECTIVE 1.1.10: DESIGNATING LAND USES FOR PARCELS ANNEXED TO THE CITY.

The City shall consider areas within one and one-half miles of the City limits as potential annexation areas. The City will work with Osceola County to achieve appropriate land use and public facilities planning for areas that may become part of the City.

POLICY 1.1.10.1 COUNTY AND CITY COORDINATED PLANNING.

The City will coordinate with Osceola County in land use and infrastructure planning for unincorporated areas within one and one-half miles of the City limits.

POLICY 1.1.10.2: REMOVED.

POLICY 1.1.10.3: ANNEXATION STUDIES.

The City will endeavor to prepare an annexation study prior to involuntary annexations as needed. This study shall further evaluate the suitability of the areas for annexation in accordance with State law and shall include consideration of: (a) the ability of the City to provide the areas with the types and levels of service necessary to support urban development, (b) City population and land use growth projections, (c) the environmental sensitivity of the areas, and (d) the ability to comply with Comprehensive Plan policies.

POLICY 1.1.10.4: INFILL AND REDEVELOPMENT.

The City shall encourage orderly and efficient development and annexation of parcels, particularly through development of “infill” properties, the redevelopment of parcels within the MMTD and parcels south of the Orange County line between John Young Parkway and Florida’s Turnpike.

POLICY 1.1.10.5: OSCEOLA COUNTY AND CITY OF KISSIMMEE LAND USE CONVERSIONS.

Upon annexation, land annexed into the City will be given an appropriate and compatible land use designation in one of the following ways:

1. If at the time of annexation, the City determines that the existing Osceola county Future Land Use Map designation is the most appropriate designation for the property, and will achieve the City's planning objectives for the area, the property will be given a City Future Land Use Map designation as indicated in the conversion table below.

County Future Land Use Designation	City Future Land Use Designation
Rural/Agricultural	Single Family Low Density (SF-LDR)
Rural Enclave	Single Family Low Density (SF-LDR)
Low Density Residential	Single Family Low Density (SF-LDR)
Medium Density Residential	Single Family Low Density (SF-LDR), Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU).
High Density Residential	Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU)
Office	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Neighborhood Commercial	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Community Commercial	Commercial General (CG), or Mixed-Use (MU)
Urban Commercial	Commercial General (CG), or Mixed-Use (MU)
Employment Commercial	Commercial General (CG)
Tourist Commercial	Commercial General (CG), or Mixed-Use (MU)
Industrial	Industrial Business (IN)
Conservation	Recreation (REC), or Conservation (CONS)
Institutional	Institutional (INST) or Recreation (REC)
Natural Resource Utilization	Utilities (UT)

Additionally, all areas within the 100 year flood plain shall also be included under the Conservation Overlay District regardless of the Osceola County Future Land Use Map designation prior to annexation.

2. If at the time of annexation, the City determines that the existing Osceola County Future Land Use Map designation is not the most appropriate designation for the property, the property will be given a City land use designation in accordance with the land use plan amendment process as defined by Chapter 163 of the Florida Statutes and City codes and policies.

POLICY 1.1.10.6: PUBLIC FACILITIES AND MAINTENANCE RESPONSIBILITIES.

The City shall coordinate with Osceola County, and any other applicable entities, for the transfer of public facilities and their maintenance activities from within unincorporated Osceola County to the City of Kissimmee upon annexation.

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If

the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

OBJECTIVE 1.1.11: ADOPTION OF FORM-BASED CODE TO MANAGE LAND USE WITHIN THE REGULATING PLAN AREA IN THE CITY ZONING MAP.

In August 2020 under ORD 3034, the City adopted a Form-Based Code which was integrated into the official Zoning Map as designated by the adopted Regulating Plan. The City shall utilize the Form-Based Code to ensure that land uses are efficiently located within the Regulating Plan Area. Land use issues addressed by the Form-Based Code include mobility, architecture and site design, historic preservation, stormwater management, landscaping and open space, mixed use development, residential density, and parking.

POLICY 1.1.11.1: ACCEPTANCE AND APPLICATION OF ADOPTED OF FORM-BASED CODE.

Through the enforcement of the Form-Based Code and its accompanying transect zones, the City shall ensure that the following objectives are achieved within the designated Regulating Area:

- Promote transit-oriented design.
- Encourage infill development .
- Facilitate the aggregation of lots.
- Encourage and promote redevelopment on underdeveloped sites.
- Foster a relationship between new development and existing and proposed transit stop locations and their proximity to the SunRail Facilities in Kissimmee and Osceola County.
- Implement the ~~downtown community redevelopment area (CRA)~~Downtown Community Redevelopment Area (CRA) ~~-~~and Vine Street CRA master development plans.

GOAL 1.2: MAINTAIN FUTURE LAND USE MAP.

The City shall continue to maintain and manage a Future Land Use Map. The Future Land Use Map series (~~2040~~2050) is supported by the comprehensive plan data inventory and analysis and the comprehensive plan evaluation and appraisal report (~~2017~~2025).

The Future Land Use Map series shall include areas for the following uses:

Residential	Non-Residential	Mixed-Use
Single Family Low Density	Office-Residential	Downtown
Single Family Medium Density	Commercial General	Vine Street
Mobile Home Medium Density	Airport Expansion	Tapestry
Multiple Family Medium Density	Industrial Business	Flora Ridge
Multiple Family High Density	Institutional	
	Utilities	
	Recreation	
	Conservation	

Nothing in this section shall preclude necessary community facilities, such as public school facilities, and including electrical distribution substations, from locating within any future land use designation when such activity satisfies established criteria of this plan and the City's code of ordinances.

OBJECTIVE 1.2.1: RESIDENTIAL LAND.

The City shall maintain residential density based on the following considerations: past and projected future population and housing trends and characteristics; provision and maintenance of quality residential environments; protection of environmentally fragile natural systems; the need to plan for smooth transition in residential densities; and provision and maintenance of suitable transportation opportunities and multiple-family improvements.

POLICY 1.2.1.1: DENSITY DEFINED.

Maximum gross residential density shall be determined by dividing the "maximum allowable units" by the "gross land area" (i.e., dwelling units/gross land area). All residential densities denoted on the Future Land Use Map stipulate the maximum gross densities permitted for development on the land. These maximum residential densities are displayed below:

Residential	Residential Density (Gross Units per Gross Acre)
Single Family Low Density Residential (SF-LDR)	0-6 units/acre
Single Family Medium Density Residential (SF-MDR)	7-9 units/acre
Multiple Family Medium Density Residential (MF-MDR)	10-20 units/acre
Mobile Home Medium Density Residential (MH-MDR)	up to 10 units/acre
Multiple Family High Density Residential (MF-HDR)	21-25 units/acre

Gross land area shall be defined as those contiguous land areas under common ownership proposed for residential development. In cases where residential land abuts waters of the

State, the boundary shall be delineated pursuant to Chapter 403, F.S., and Chapters 17.04 and 17.12, F.A.C. No density credit shall be granted for waters of the State. In cases where land area includes floodplains, wetlands, or other environmentally fragile lands, the land development regulations may provide performance standards and/or criteria which shall further restrict the character of land for which gross density credit may be granted. The intent is to allocate density credits only to those lands which are buildable pursuant to urban design criteria. These criteria shall be incorporated within the land development regulations.

Density is expressed in terms of a range up to a specified maximum. Where so stated as a range, the maximum density is not guaranteed by right. The Land Development Code shall assure that specific density assigned to new development is compatible and consistent with established development patterns and provides equitable use of the land.

POLICY 1.2.1.2: SINGLE FAMILY LOW DENSITY RESIDENTIAL (SF-LDR).

Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods.

When agricultural areas are annexed into the City and given the SF-LDR land use designation, agricultural uses may continue, subject to zoning regulations described in the Land Development Code.

POLICY 1.2.1.3: MEDIUM DENSITY RESIDENTIAL (MDR).

New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed and/or maintained as residential neighborhoods. The medium density 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.

Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should

be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

- Single Family Medium Density Residential (SF-MDR). This designation is intended to accommodate single family detached or attached dwelling units with a maximum density of between seven and nine units per acre. Within this land use designation, attached single family structures are defined as duplex and triplex structures only, with the following exception: multiple family structures and rooming houses existing within these designated areas prior to the enactment of the Comprehensive Plan shall be allowed to remain as conforming conditional uses.

- The designation SF-MDR is particularly appropriate for redevelopment areas having relatively small platted lots; areas with natural constraints that make higher densities inappropriate; and sites serving as a transition between two or more areas accommodating potentially incompatible development. Areas delineated on the Future Land Use Map with the Office-Residential (OR) future land use designation shall follow the density requirements set forth for SF-MDR, if residential is the proposed use.

- Mobile Home Medium Density Residential (MH-MDR). This designation is intended to accommodate mobile home developments within the City. The density of mobile home development shall not exceed 10 units per acre.

- Multiple Family Medium Density Residential (MF-MDR). This designation 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.

POLICY 1.2.1.4: MULTIPLE FAMILY HIGH DENSITY RESIDENTIAL (MF-HDR).

High density residential uses in the City shall range from 21-25 units per acre. The high density future land use designation is intended to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses.

Specific areas designated for high density development shall be adjacent to existing or anticipated major thoroughfares and/or transit routes and facilities, and shall be supported by the requisite utilities. In addition, these areas generally shall be highly accessible to commercial services, and may be located adjacent to mixed-use areas. Specific density of future development proposals within these areas shall provide smooth transitions in

residential density, preserve stability of established neighborhood areas, and shall include sufficient open space, parking, and landscaping to reinforce goals and objectives for quality living areas.

Objective 1.2.2: Non-Residential and Mixed-use Land Uses.

The City shall provide and maintain non-residential and mixed-use future land use categories in proportion, and with identified intensities and mixes of uses, to satisfy the commercial and office, industrial, institutional, utility, recreation, and conservation needs of residents and visitors. These future land uses shall be identified on the Future Land Use Map.

Policy 1.2.2.1: Non-Residential Intensity.

The City shall measure non-residential development and redevelopment project intensities using Floor Area Ratio (FAR). FAR shall be expressed as the result of the total square feet of structural development, excluding structured parking and surface parking areas, divided by the gross area of the development or redevelopment site, in square feet.

Non-residential maximum intensities are displayed in the table below:

Non-Residential	Intensity, Floor Area Ratio (FAR)
Office Residential (OR)#	1.0
Commercial General (CG)	2.5
Institutional (INST)	2.0
Industrial Business (IN)	0.5
Airport Expansion (AE)	0.5
Recreation (REC)	0.2
Conservation (CONS)	0.0
Utilities (UT)	0.75

#Office-Residential may have up to 9 residential units per acre when used as a residential use.

Policy 1.2.2.2: Mixed-use Land Uses and Mix Percentages.

Mixed-Use future land use categories shall be composed of varying percentages of residential and non-residential land uses. Non-residential uses may include combinations of commercial, office, industrial, institutional, utility, recreation, and conservation, depending on the character of the district or sub-area, and compatibility of uses as described in this Comprehensive Plan, and the Land Development Code. Objectives 1.2.9 and 1.2.10 provide more details.

Policy 1.2.2.3: Protection of Stable Residential Neighborhoods.

The City shall discourage the mixture of residential and non-residential future land uses in stable residential neighborhoods, and where uses and associated densities and intensities are incompatible. Compatibility shall be guided by policies contained in this Plan, and the Land Development Code.

Objective 1.2.3: Maintaining Commercial Land Uses.

The Future Land Use Map shall identify and maintain commercial land for Office-Residential development and Commercial General development.

Policy 1.2.3.1: Office-Residential (OR).

Office-Residential is a land use designation designed to accommodate both professional offices and residential uses, and is generally located on the outer fringe of an existing residential area. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 1.0 FAR when used for non-residential uses, or up to 9 dwelling units per acre when used as a residential use.

This future land use designation expressly excludes general retail sales and services, warehousing, and outside storage. Furthermore, this policy designation is intended for sites that:

- Have accessibility to major thoroughfares and/or transit routes and facilities;
- Have potential to be served by a full complement of urban services;
- Contain sufficient land area to accommodate good urban design principles;
- Accommodate only residential uses and professional office buildings, including financial institutions, medical facilities, and allied services as regulated in the Land Development Code;
- In some cases, these sites may be appropriate for an Office land use designation, but due to their location, they may not be suitable for residential uses; and
- Frequently serve as a transition area that buffers residential uses located in one area from a nearby area that accommodates uses of a higher intensity.

This designation is intended primarily for areas where a mixture of residential and office uses are appropriate. However, in some areas with the Office-Residential designation, proposed office uses may require a special review process in order to maintain the stability and character of the surrounding residential area.

Areas delineated on the Future Land Use Map for Office-Residential uses shall follow the density requirements set forth in the Single Family Medium Density Residential (SF-MDR) category if residential is the proposed use.

POLICY 1.2.3.2: COMMERCIAL GENERAL (CG).

The Commercial General (CG) areas are designated on the Future Land Use Map for purposes of accommodating office uses and general retail sales and services. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 FAR. The Commercial General land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities, that possess necessary location, site, and market requirements. This future land use designation shall be implemented through the City's Land Development Code.

This area is not intended to accommodate manufacturing, processing, or assembly of goods, sales and service of heavy commercial vehicle and equipment, or related services or maintenance activities; warehousing; uses requiring extensive outside storage; or other activities which may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards.

Criteria for considering residential uses in areas with a Commercial General designation shall be outlined in the Land Development Code. Short term rental and time-share dwellings are considered residential uses.

OBJECTIVE 1.2.4: MAINTAINING INDUSTRIAL LAND USES.

The Future Land Use Map shall maintain land resources for existing and anticipated future industrial needs and requisite support services, and shall not be located in areas designated for residential development.

POLICY 1.2.4.1: INDUSTRIAL LAND USE DESIGNATIONS.

The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible by air, rail and major transportation thoroughfares, as well as labor markets and necessary urban services. The industrial land use designations are intended to provide strategically located sites principally within the airport environs, adjacent to the SunRail tracks in areas where industrial development already exists, developing areas along John Young Parkway and Thacker Avenue north of Carroll Street, and within newly annexed areas suitable for industrial development due to consistency with the objectives and policies of this element.

Policy 1.2.4.2: Airport Expansion Land Use Designation (AE).

The Airport Expansion (AE) land use designation is intended to accommodate activities predominantly connected with typical industrial uses, low-intensity commercial uses, and supporting non-industrial uses and activities related to the Kissimmee Gateway Airport. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall continue to be applied to all lands comprising the Kissimmee Gateway Airport and to nearby areas appropriate for industrial uses.

The Land Development Code shall continue to establish the permitted uses and applicable restrictions which shall be applied to areas with the Airport Expansion (AE) land use designation. The Kissimmee Gateway Airport Master Plan and the FAA Regulations shall govern placement and specifications of structures where applicable.

Policy 1.2.4.3: Industrial Business Land Use Designation (IN).

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

Objective 1.2.5: Managing Airport Lands.

The Future Land Use Map shall allocate land resources for the safe and efficient operation of aircraft and aviation-related activities and industry on airport lands. The City shall ensure that resources are appropriately allocated through the City's Aviation Regulations, Land Development Code, land use management policies and other activities.

Policy 1.2.5.1: City's Economic Base.

The City's land use policy shall foster use of Kissimmee Gateway Airport lands in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with this Chapter and Chapter 10: Economic Development Element.

Policy 1.2.5.2: Safe Operation of Aircraft.

The City shall assure safe operation of aircraft through:

- Efficient use of air space in relation to the Kissimmee Gateway Airport and surrounding airports and airways.
- Maintenance and improvement of the aircraft operational ground environment.
- Maintaining the FAA approved Master Plan for the Kissimmee Gateway Airport.

POLICY 1.2.5.3: COMPATIBILITY WITH THE ENVIRONMENT.

The City shall ensure compatible land uses and development activities within the designated flight paths and noise contours identified in the Kissimmee Gateway Airport Master Plan. Activities may include:

- Implementation of land development regulations pertaining to the airport that protects operationally sensitive areas and reduces noise impact near the airport;
- Preserving the ecologically unique areas on airport property;
- Encouraging aviation activity compatible with nearby neighborhood and community needs and characteristics; and
- Supporting changes in land use designations on parcels near the airport only if they are compatible with aviation activity.

POLICY 1.2.5.4: FINANCIAL INDEPENDENCE OF THE AIRPORT.

The City shall promote continued financial independence of the Kissimmee Gateway Airport through:

- Preparing periodic updates to the Kissimmee Gateway Airport Master Plan in order to maximize land resources within the constraints imposed by changing conditions; markets for land, goods and services; and constraints imposed by other goals, objectives and policies of the City.
- Development of a long-range capital improvements program consistent with financial capacity.
- Development of an operations and maintenance program compatible with financial resources.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall

also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

POLICY 1.2.6.1: INSTITUTIONAL LAND USE DESIGNATION (INST).

The Institutional (INST) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation.

Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.

POLICY 1.2.6.2: PUBLIC SCHOOL FACILITIES.

Public schools (kindergarten through high school) are considered an allowable use in areas with the following future land use designations: institutional (INST), single family low density residential (SF-LDR), single family medium density residential (SF-MDR), multiple family medium density residential (MF-MDR), multiple family high density residential (MF-HDR), office-residential (OR), commercial general (CG), industrial business (IN), and Mixed-Use categories (MU-D, MU-V) subject to Land Development Code restrictions in the mixed-use categories.

OBJECTIVE 1.2.7: MAINTAINING LAND FOR ESSENTIAL UTILITIES.

The Future Land Use Map shall maintain land resources for essential utilities required to support urban development. These lands shall satisfy the unique location requirements of the respective essential service system.

POLICY 1.2.7.1: UTILITY (UT) LAND USE DESIGNATION.

The Utility land use designation is intended to accommodate necessary major public or semi-public utility plant operations and related facilities required to service urban development. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.75 FAR. Plants and facilities for which this designation is reserved include: potable water treatment plants, pumping facilities, and water wells; wastewater treatment plants and lift stations; and the Kissimmee Utility Authority electric power generating plant facilities.

POLICY 1.2.7.2: ELECTRICAL DISTRIBUTION SUBSTATION LOCATIONS.

The City shall permit the siting of electrical distribution substations in all future land use categories, except Conservation (CONS), provided all related development standards contained in the Land Development Code are followed.

OBJECTIVE 1.2.8: MAINTAINING RECREATION AND CONSERVATION LAND USES DESIGNATIONS.

The Recreation and Conservation designations have been established to direct the preservation of major open spaces and recreation areas, including golf courses, parks, recreation areas, as well as environmentally sensitive areas such as Lake Tohopekaliga, Shingle Creek, Mill Slough, and major natural systems the City has committed to retain, preserve, and/or conserve as essential systems, excepting approved limited/passive uses as established in the land development regulations.

POLICY 1.2.8.1: RECREATION LAND USE DESIGNATION (REC).

Lands designated for Recreation (REC) shall be consistent with the Recreation and Open Space Element as well as the Conservation Element, as applicable. Projects within this future land use designation may be built to a maximum intensity of 0.2 FAR. Designation of areas for Recreation shall reflect actions taken to implement the goals, objectives and policies of the Recreation and Open Space Element and/or the Land Use Element.

POLICY 1.2.8.2: CONSERVATION LAND USE DESIGNATION (CONS).

Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas.

The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties.

Where the designation is applied, the City shall adopt appropriate programs, policies, and/or ordinances for managing implementation of the Comprehensive Plan policies applicable to the designation.

OBJECTIVE 1.2.9: MIXED-USE LAND USE DESIGNATIONS.

The City shall promote land use concepts that allow for a mix of compatible uses within specifically identified areas, in order to enhance the pedestrian-oriented urban design and site design characteristics of the City's infill and redevelopment vision. This connection of residential and non-residential uses shall place origins and destinations more closely together to create a more compact and walkable urban environment.

POLICY 1.2.9.1: APPLICATION OF MIXED-USE FUTURE LAND USES.

The City shall consider the application of mixed-use future land use categories in districts, areas, or neighborhoods so as to create more livable, and pedestrian-oriented urban spaces.

POLICY 1.2.9.2: MIXED-USE – DOWNTOWN (MU-D) DESIGNATION.

The intent of the Downtown Community Redevelopment Area is to restore the historic center of Kissimmee as a destination place. The Community Redevelopment Agency's master plan supports this objective through the designation of sub-areas outlined in the *Plan's MU-D Land Use Sub-Areas Map*. The Downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The City shall apply mixed-use future land use categories to the Downtown in sub-areas to achieve a greater specificity of redevelopment character to be implemented through the currently adopted master plan.

- MU-D: Low Density Residential – This sub-area is primarily residential in character, and is generally intended to remain so. The mix of uses in this sub-area shall be 85-95 percent residential, and 5-15 percent non-residential, with a maximum project density and intensity of up to 20 du/ac and up to 3.0 FAR. Established and stable residential neighborhoods within this sub-area shall be retained and preserved to the maximum extent feasible.

- MU-D: Moderate Density Residential – This sub-area is primarily residential in character, and is generally intended to remain so. The mix of uses in this sub-area shall be 80-95 percent residential, and 5-20 percent non-residential, with a maximum project density and intensity of up to 20 du/ac and up to 3.0 FAR. Established and stable residential neighborhoods within this sub-area shall be retained and preserved to the maximum extent feasible.

- MU-D: Downtown Transit Station Area – This sub-area shall continue to reflect both the commercial core and existing governmental and support business character, while also providing residential uses. The mix of uses in this sub-area shall be 40-60 percent

residential, and 40-60 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 7.0 FAR.

- MU-D: Medical Campus Area – This sub-area is centered on the hospital and medical uses area, and shall include residential uses to provide housing for area employees. The mix of uses in this sub-area shall be 5-25 percent residential, and 75-95 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 6.0 FAR.

- MU-D: Commercial Corridor Main Street Area – This sub-area serves as the main entrance from Vine Street to the downtown, and historic commercial core. The mix of uses in this sub-area shall be 20-40 percent residential, and 60-80 percent non-residential, with a maximum project density and intensity of up to 30 du/ac and up to 4.0 FAR.

- MU-D: Commercial Corridor Vine Street/John Young Parkway Adjacent Area – The sub-area mix of uses shall be 0-15 percent residential, and 85-100 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 5.0 FAR.

- MU-D: Government District Area – This sub-area consists predominantly of government offices, commercial uses, and some residential. The sub-area mix of uses shall be 5-15 percent residential and 85-95 percent non-residential with a maximum project density and intensity of up to 30 du/ac and up to 4.0 FAR.

- MU-D: Lake Toho Waterfront Area – This sub-area consists primarily of wetland habitat in the Oak Street Extension Preserve Area, and is intended to remain so, in conjunction with the existing low density residential uses and the City's Lakefront Park. The sub-area mix of uses shall be 5-15 percent residential, and 85-95 percent non-residential, with a maximum project density and intensity of 1 unit per 5 acres and up to 0.2 FAR.

POLICY 1.2.9.3: MIXED-USE – VINE STREET OVERLAY DISTRICT (MU-V) DESIGNATION.

The Vine Street Mixed-Use (MU-V) is designated on the Future Land Use Map, and is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the City's adopted multimodal transportation strategy and other related transportation plans. The Vine Street Corridor Community Redevelopment Agency Area promotes walking, biking, shorter auto trips, and the provision of various forms of transit. This vision is focused on several community design and economic development goals, including:

- Compact, high density, mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces;
- Diverse housing options, retail and light industrial/flex office space and professional offices;
- Enhanced mobility for pedestrians, bicyclists, automobile drivers, and transit riders through improved street network and multimodal connectivity;
- Strong urban design technique and streetscape features focused on the principles of placemaking and livability;
- Development pattern in support of premium transit service (i.e. bus rapid transit, bus circulators and connections to commuter rail) through a strong mixture of land uses and densities; and
- Series of cohesive, unique villages and neighborhoods transitioning to neighborhoods and districts adjacent to development, instead of a linear, auto dominated corridor.

The MU-V future land use category shall occur within the designated Vine Street District, and shall be composed of an overall mix of 50 percent residential uses and 50 percent non-residential uses. The maximum development density and intensity that may be applied at the project level shall be 40 du/ac and up to 6.0 FAR, and shall be implemented through the currently adopted Vine Street Community Redevelopment Agency Master Plan.

POLICY 1.2.9.4: MONITOR DEVELOPMENT ACTIVITY AND MAINTAIN DATABASE.

The City shall monitor and record all development within the MU-V future land use category, as well as within each subcategory of MU-D, in order to track the use composition within each. The information within this database shall be compiled consistent with Policy 2.1.2.3 of the Transportation Element and shall inform decisions regarding development approvals that may be inconsistent with the intended composition of residential and non-residential uses within each district.

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
Mixed-Use – Downtown (MU-D)				
MU-D: Low Density Residential	85-95 percent residential 5-15 percent non-residential	6 du/acre 0.15 FAR	15 du/ac 1.5 FAR	Up to 20 du/acre

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
				Up to 3.0 FAR
MU-D: Moderate Density Residential	80-95 percent residential 5-20 percent non-residential	9 du/acre 0.15 FAR	15 du/ac 1.5 FAR	Up to 20 du/acre Up to 3.0 FAR
MU-D: Downtown Transit Station Area	40-60 percent residential 40-60 percent non-residential	6 du/ac 0.25 FAR	20 du/ac 2.5 FAR	Up to 40 du/ac Up to 7.0 FAR
MU-D: Medical Campus Area	5-25 percent residential 75-95 percent non-residential	9 du/acre 0.15 FAR	12 du/ac 3.0 FAR	Up to 40 du/acre Up to 6.0 FAR
MU-D: Commercial Corridor Main Street	20-40 percent residential 60-80 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 30 du/acre Up to 4.0 FAR
MU-D: Commercial Corridor Vine Street/John Young Parkway Adjacent	0-15 percent residential 85-100 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 40 du/acre Up to 5.0 FAR
MU-D: Government District	5-15 percent residential 85-95 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 30 du/ac Up to 4.0 FAR
MU-D: Lake Toho Waterfront Area	5-15 percent residential 85-95 percent non-residential	0 du/acre 0.0 FAR	1 unit/10 ac 0.1 FAR	1 unit/5 acre Up to 0.2 FAR
Mixed-Use – Vine Street (MU-V)				
MU-V	50 percent residential 50 percent non-residential	6 du/ac 1.25 FAR	9 du/ac 2.0 FAR	Up to 40 du/acre Up to 6.0 FAR

The mix percentages above shall be applied on a district-wide or sub-area-wide basis. The non-residential percentages of the districts and sub-areas shall include plazas and other urban-style open spaces, natural open spaces required as part of the Land Development Code, and stormwater facilities, such as ponds, but shall not include transportation rights-of-way.

The development densities and intensities are based on FAR calculation methods for residential density and non-residential intensity identified in Policy 1.2.2.1. The minimum

development intensities, by district or sub-area, ensure a minimum threshold of development to support the City's connected, transit- and pedestrian-oriented, vision of mixed-use centers and corridors. Intensity calculations shall include all uses, residential and non-residential, when determining FAR.

OBJECTIVE 1.2.10: MIXED-USES AND PLANNED UNIT DEVELOPMENTS.

The City shall continue to promote innovative development concepts including mixed-use developments guided by a single development master plan.

POLICY 1.2.10.1: MIXED-USE (MU) FUTURE LAND USE DESIGNATION.

In the interest of maintaining the flexibility to change the allocation of uses within a development in response to changes in market demand over time, and to support infill or redevelopment the Mixed-Use (MU) land use designation shall provide development flexibility and a mix of land uses within a Planned Unit Development (PUD) zoning District. The zoning amendment application shall be approved within one year of the approval of the MU land use designation.

In order to utilize the MU land use designation, a parcel or development site must meet any of the following criteria:

3. It must be assigned an approved PUD zoning district; or

4. It must be a proposed development planned to have PUD zoning, and in this case the PUD zoning may be adopted concurrently with the MU land use designation, or the PUD zoning can be adopted later.

   In any case, the PUD zoning must be adopted within one year of the effective date of the ordinance adopting the MU land use designation for the property. The adopting ordinance shall indicate that the MU designation will not be effective until the effective date of the PUD zoning District for the property. If PUD zoning is not adopted for the proposed development within one year of the effective date of the ordinance adopting the MU land use designation, the City shall initiate amendments to the Comprehensive Plan (using the process identified in Chapter 163 of the Florida Statutes) to revert the MU land use designation for the property to its prior future land use designation, and would delete the policy in Objective 1.2.10 that specifies the approved uses and other characteristics of the development. The Land Development Code may provide for one six-month extension of this deadline; or

5. It must be assigned to a parcel or to a development site not already designated a MU-D or MU-V future land use designation, but may be applied to any size parcel large

enough to accommodate more than one type of use in a manner consistent with surrounding land uses and development patterns.

In either case, the approved or proposed uses, residential densities, and non-residential development intensities must be compatible with existing and anticipated future land uses surrounding the proposed development, according to the policies of the Future Land Use Element. In no case shall the density of the residential portion of the development exceed 40 units per acre or the maximum intensity, including the residential portion of the development, exceed 6.0 FAR.

Both a Future Land Use Map amendment and a comprehensive plan text amendment shall be required to establish a MU land use designation. If the proposed comprehensive plan amendments are adopted, the Future Land Use Map shall be amended to show a MU future land use designation for the area subject to the map amendment. Also, a new policy shall be added to the Future Land Use Element under Objective 1.2.10: Mixed-Uses and Planned Unit Developments. The new policy shall provide a general description of the development and a listing of approved uses. The policy shall also specify the number of approved residential units by type, and the number of acres approved for each non-residential use in the development (including maximum allowable impervious surface coverage). That new policy shall regulate the use of land on the parcel or development site, with the Land Development Code and any specific ordinances, agreements and plans.

Once a MU land use designation has been established for an area, any future change to the development plan that changes the approved uses and/or increases the densities or intensities of the approved uses shall require a comprehensive plan amendment. Any other future change to the development plan that would cause public facilities impacts greater than the impacts anticipated when the MU land use designation was established shall also require a comprehensive plan amendment.

POLICY 1.2.10.2: RESERVED.

POLICY 1.2.10.3: TAPESTRY (FORMERLY BRONSON) (MU-T) LAND USE DESIGNATION.

This policy establishes a Mixed-Use (MU) land use designation for the Tapestry Planned Unit Development. The Tapestry property consists of approximately 567.96 acres, approximately 40.97 acres of which are wetlands. The property will be developed for mixed-use purposes which may include residential uses (such as single-family detached, single-family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses. The site is bisected by Carroll Street and generally bordered by Shingle Creek to the west and by Dyer Boulevard and

Thacker Avenue to the east. Development of the Tapestry property will adhere to the following policies:

6. A maximum of 2,910 residential units will be built upon the property consisting of single-family detached/single-family attached/condominium/short-term rental/ multi-family or age-restricted units resulting in a maximum average of approximately 5.52 dwelling units per acre density on the entire site if all such residential units are developed.

7. A maximum of sixty (60) acres of the property may be developed for commercial uses but such commercial uses shall not exceed six hundred thousand (600,000) square feet. Such commercial acreage may be located on the south side of Carroll Street near either or both of the intersections of (i) Carroll Street and Thacker Avenue or (ii) Carroll Street and Dyer Boulevard and may include acreage located west of the Dyer Boulevard extension, north of Donegan Avenue and southeast of Carroll Street. The commercial property will provide for commercial uses that are consistent with those listed in the PUD. The commercial property will serve the daily needs of the properties within the Tapestry development and the surrounding communities. The maximum allowable impervious surface area of all property used for commercial purposes shall be 80%.

8. A minimum of 40.97 acres of the property will be preserved as wetlands.

9. Anything that is not specified in this policy shall be governed by the City of Kissimmee Comprehensive Plan and the Land Development Code.

POLICY 1.2.10.4: FLORA RIDGE (MU-FR) LAND USE DESIGNATION.

This policy establishes a Mixed-Use designation for the Flora Ridge Development (Flora Ridge). The Flora Ridge property consists of 1,134 +/- acres; approximately 70+/- acres are wetlands. The property will be developed for mixed-use purposes, which may include residential uses (single-family detached, single family attached, multiple family), commercial uses (retail, office, and hotel), industrial park, public school facility, and wetland preservation. The property shall provide the following:

10. A maximum 1,532,870 gross square feet of retail space.

11. A maximum of 760,000 gross square feet of office space.

12. A maximum of 420,000 gross square feet of industrial/business park space.

13. A maximum of 675 hotel rooms.

14. A maximum of 1,574 single-family units.

15. A maximum of 2,525 multiple family units.

16. The maximum allowable impervious surface area of all property used for non-residential purposes shall be 80%.

17. Approximately 29 acres shall be provided for a school.

18. Approximately 70 acres of wetlands will be preserved.

19. Approximately 75 acres will remain in open space.

20. Anything that is not specified in this policy shall be governed by the City of Kissimmee Land Development Code and the Comprehensive Plan.

OBJECTIVE 1.2.11: MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

The City shall require a mix of land uses with densities and intensities necessary to support a pedestrian-oriented urban landscape, and which is intended to promote and support the use of multiple modes of transportation, particularly within the City's Multimodal Transportation District.

POLICY 1.2.11.1: MINIMUM DENSITY AND INTENSITY IN MULTIMODAL TRANSPORTATION DISTRICT.

The Multimodal Transportation District (MMTD) shall be displayed on the Future Land Use Map, but shall not affect underlying future land use categories. Within the MMTD, future development in the central transit areas within ½ mile of the Vine Street centerline and within a ½ mile radius of the Kissimmee Intermodal Center shall have densities and intensities to support transit-oriented development. These shall be consistent with the underlying MU-V and MU-D mixed-use future land use categories.

POLICY 1.2.11.2: MIX OF USES IN MULTIMODAL TRANSPORTATION DISTRICT.

In order to provide a balance of complementary land uses, the following mix of uses shall serve as a guideline for future development within the MMTD. Future development shall either consist of mixed-uses on-site, or a single use that is complementary to and directly connected to uses within a ¼-mile radius. Mixed-Uses shall consist of residential, retail, office, educational, recreational, civic, and cultural uses. These standards shall be applied in additional areas beyond those specified in this policy where transit service is provided or planned and mixed-use, transit-oriented development will be appropriately consistent with adjacent, existing uses.

The land use type indicated in each row of the table should comprise a percentage greater than the minimum and less than the maximum for the total land in the MMTD.

Use	Minimum	Maximum
Residential	20%	50%
Commercial Retail	10%	30%
Commercial Office	0%	30%
Civic	5%	20%
Educational	0%	15%

POLICY 1.2.11.3: URBAN DESIGN CHARACTERISTICS IN MULTIMODAL TRANSPORTATION DISTRICT.

In accordance with Objective 1.1.6 of this Element, and Chapter 2: Transportation Element, the City shall ensure development and redevelopment within the Multimodal Transportation District adhere to the standards established for pedestrian-oriented building and site design, which shall be implemented through the Land Development Code.

OBJECTIVE 1.2.12: CONTINUING EVALUATION OF FUTURE LAND USE ELEMENT EFFECTIVENESS.

The City shall use the following policies as criteria in evaluating the effectiveness of the Future Land Use Element and Future Land Use Map.

POLICY 1.2.12.1: REVIEW THE IMPACT OF CHANGE INDICATORS ON LAND USE.

Trends in the magnitude, distribution and characteristics of the City's population and land uses shall serve as indicators of possible changes in land use needs. The policy implications of changing trends in land use characteristics shall be evaluated on a continuing basis. Land use policy shall be refined as needed in order to remain responsive to evolving problems and issues.

POLICY 1.2.12.2: SCHEDULE, BUDGET AND IMPLEMENT PROGRAMMED ACTIVITIES.

The timely scheduling, programming, budgeting and implementation of programmed land use activities identified in the Future Land Use Element shall be evidence of the City's effectiveness in applying a systematic program for implementing adopted land use goals, objectives and policies.

POLICY 1.2.12.3: COORDINATE WITH PUBLIC AND PRIVATE SECTORS.

While implementing and evaluating the Future Land Use Element, the City shall maintain a process of intergovernmental coordination, as well as coordination with private sector groups interested in land use policy and programs. The effectiveness of this approach

shall be evaluated by the success of coordination mechanisms in resolving land use problems and issues.

POLICY 1.2.12.4: ACHIEVE EFFECTIVE RESOLUTION OF LAND USE GOALS, OBJECTIVES AND POLICIES.

The effectiveness of the Future Land Use Element shall be measured by the City's success in achieving land use goals, objectives and policies. This process shall include continuing citizen participation.

MAPS

Existing Land Use

~~2040~~ 2050 Future Land Use

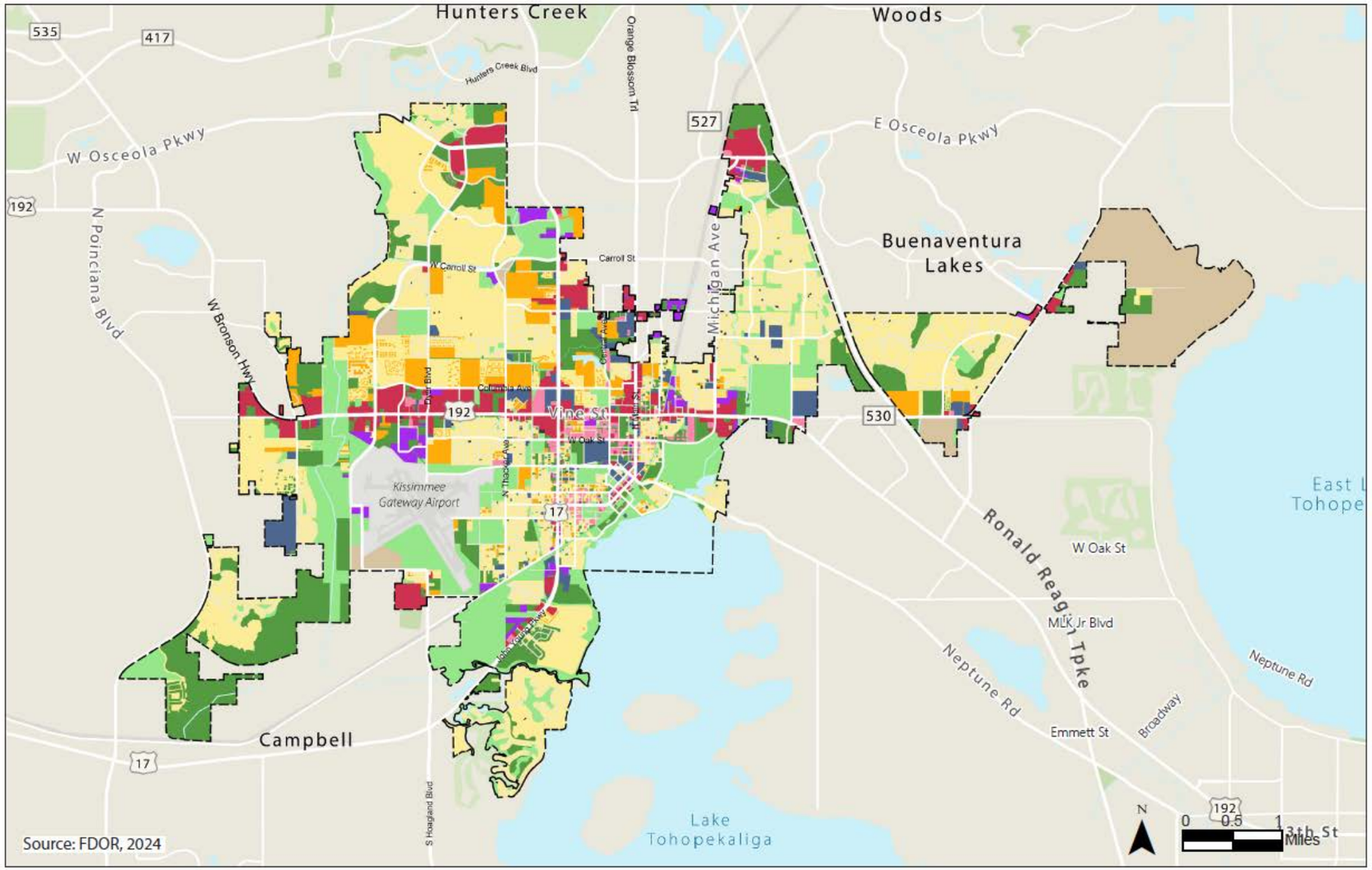
~~2040~~ 2050 Major District Boundaries

~~2040~~ 2050 Major District Boundaries

Historic District and Structures

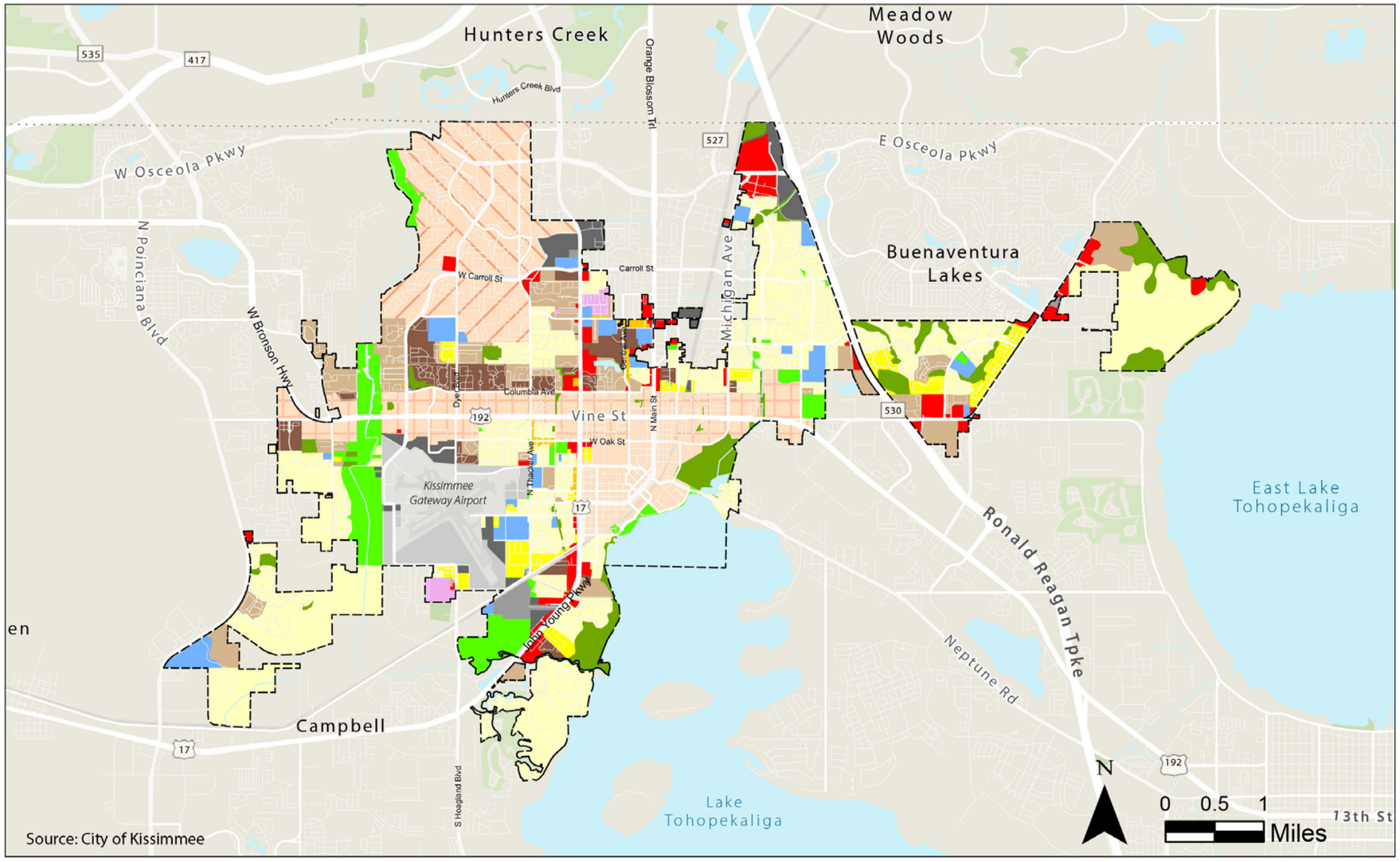
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Figure 1-1: Existing Land Use



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Figure 1-2: 2050 Future Land Use

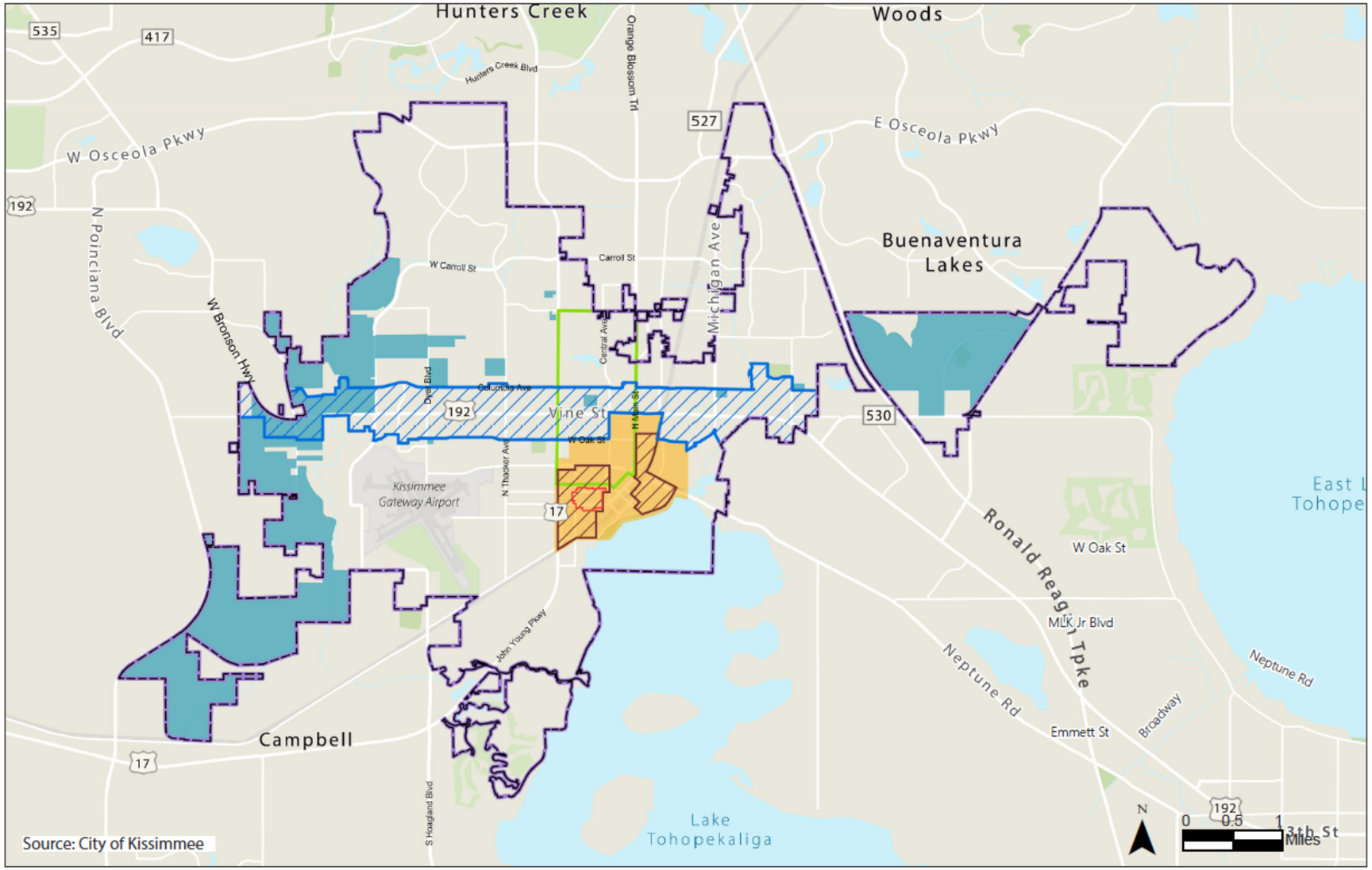


CITY OF KISSIMMEE 1883

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

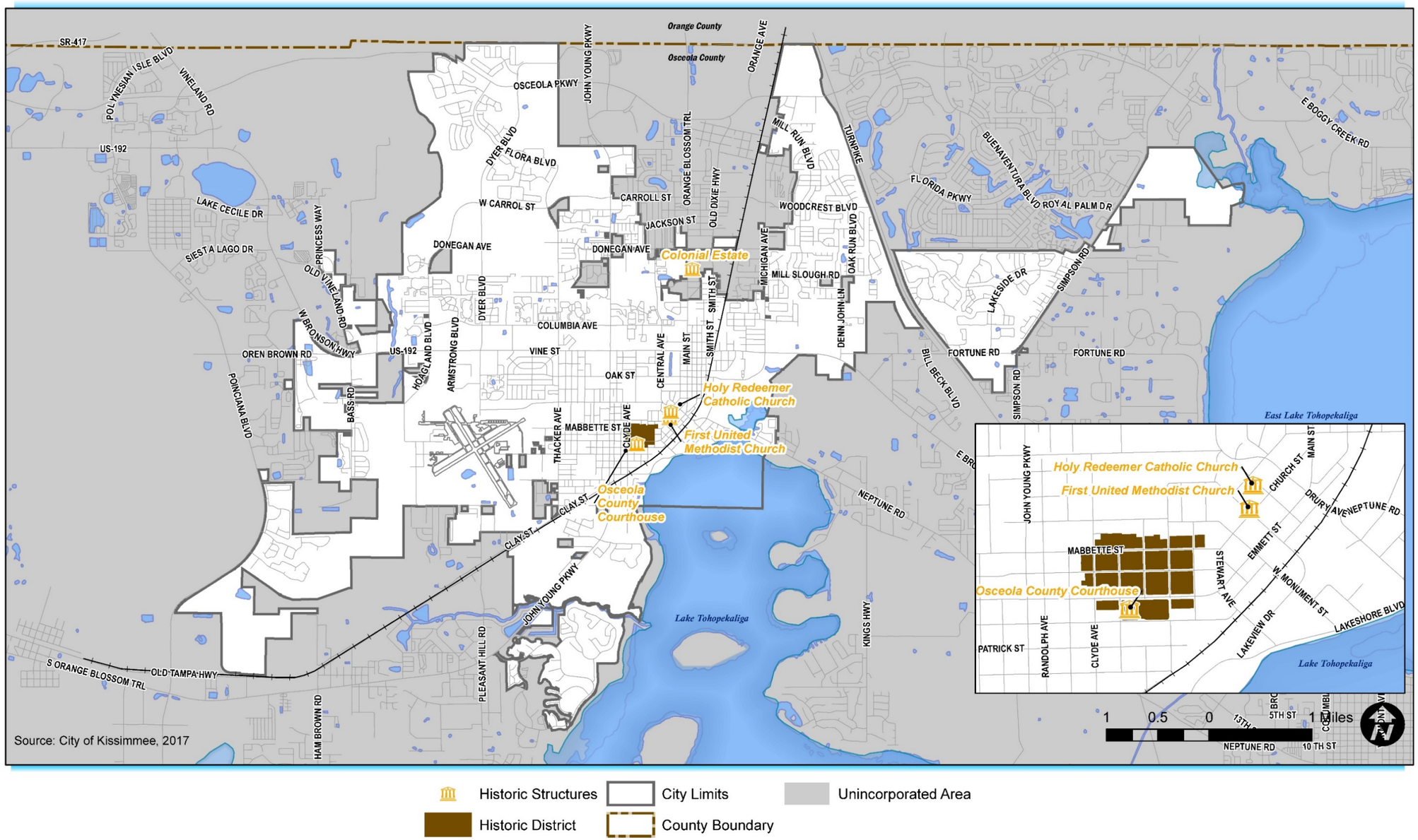
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Figure 1-3: 2050 Major District Boundaries



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Figure 1-4: Historic District and Structures



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DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

The profile of existing land uses demonstrates the state of the City at this moment in time, while the picture of future land uses identifies the City's current direction for future development. The City's *Future Land Use Map* has largely anticipated the types of development since the last Comprehensive Plan update, and annexations have influenced how the City's land area and land use composition has grown and changed since 2018~~10~~.

The City has been engaged in envisioning and implementing a transformation in the community for a number of years. Desirous of a more urban community, but still with a neighborhood orientation, and bustling local businesses and employment opportunities, the City has embarked on a series of special area designations to reach the intended composition of the mix of land uses in specific locations to help meet redevelopment, economic development, and conservation goals. These policies and programs continue to be expanded and more specifically defined to encourage mixed land uses in a compact, walkable, multimodal environment, and which take advantage of regional transportation and development initiatives to help the City achieve greater land use and transportation connectivity, and economic diversity.

EXISTING LAND USES

The City's *Existing Land Use* Map displays the general types of land uses currently within the City. Included on the map are designations for single family residential (which includes residential common elements/areas), multi-family residential, commercial, office, institutional, industrial, ~~airport expansion, utility~~public/recreation, ~~recreation, conservation,~~ agriculture, ~~public/semi-public,~~ and vacant/ ~~(~~non-agricultural~~)~~ land. The airport property, public schools, hospitals, state-owned land, recreational areas, and parks are represented within this combined public land and recreation category. Vacant land designated for residential, commercial, industrial, institutional, or public use is grouped together with non-designated, non-agricultural areas.

> The two largest categories of existing land uses in the City are residential (~~48~~40%) and ~~vacant~~ public land/recreation (~~14~~24%)

Though the City has grown significantly in recent decades due to annexations, it grew by less than 7% (~1,008 acres) in land area since 2018. And over a third of that growth came from a systematic elimination of unincorporated enclaves throughout the City.~~The City of Kissimmee has grown in area considerably in the past seven years as a result of annexations of parcels from Osceola County.~~ Despite

the additional growth in land area, only 150%~~About 14~~ percent of the City's total land area is currently vacant – a number that is rapidly declining due to several development projects underway as of 2024. ~~Conservation lands, though generally appearing vacant on an aerial display, are identified as having a "conservation" existing land uses.~~

The two largest categories of existing land uses in the City in ~~2017~~ 2024 were residential (~~48~~4100%) and public land/recreation ~~vacant~~ (~~14~~24%). ~~Note that the airport property, state land, city parks, and conservation areas are represented in this combined category.Some of larger areas identified as vacant on Figure 1-1 are in the process of being developed with predominantly residential uses.~~ Table 1-1~~Table 1-1~~ below displays the existing land use categories and their percentages, as a total of the City's land area. The non-residential uses in the City with the greatest capacity to provide for local employment, as well as providing local sources of goods and services, account for only 206 percent of the City's total land area. Of that total, commercial uses account for the second largest ~~majority of~~ non-residential uses (6 ~~9~~ percent). Commercial land uses are primarily composed of office buildings, retails, and stores within the City. While these uses supply many of the City's jobs, the existing mix of uses within the City is biased toward residential uses, indicating a likelihood that many residents must travel to other places for employment opportunities and general services.

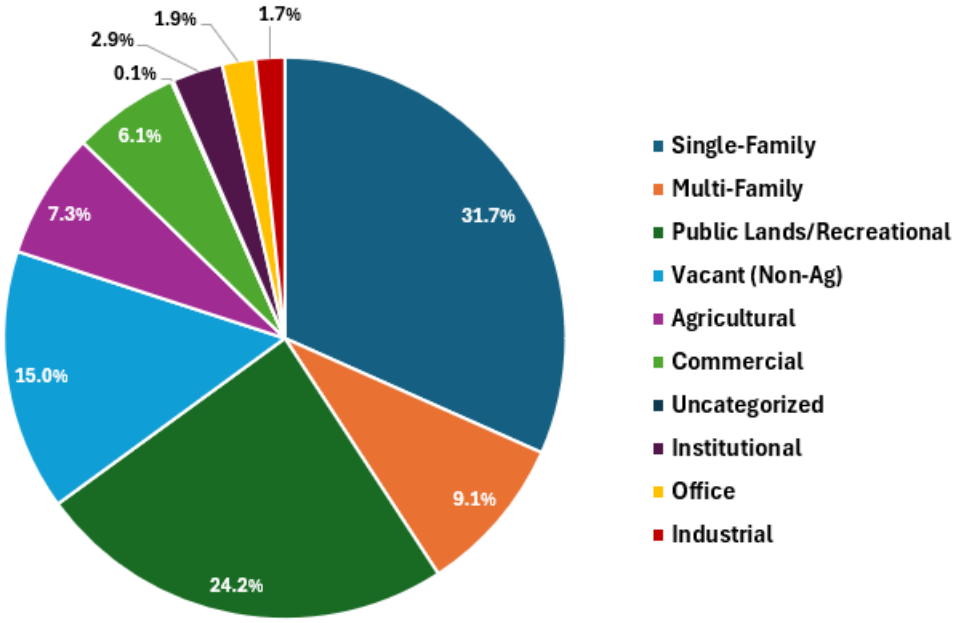
Table 1-1: City of Kissimmee Comparison of Existing Land Use Acreages, ~~2017~~2024

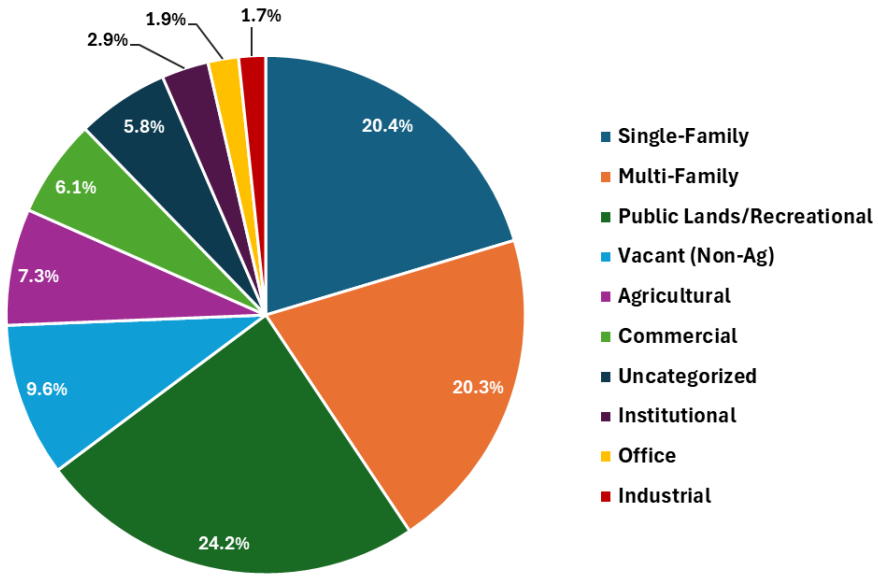
Generalized Existing Land Use Categories	Acreage	Percent of Total Land Area
Residential	~~5,612.85~~,~~577.2~~600.0	~~48.3%~~40.~~68~~%
~~Vacant~~Single Family (includes residential common elements/areas)	~~1,597.2~~2,~~792.7~~4,346.0	~~13.7%~~20.31.~~47~~%
~~Commercial~~Multi-Family	~~1,058.5~~21,254.0,~~784.5~~	~~9.1%~~20.39.1%
~~Recreation~~Public Lands/Recreation~~al~~	~~927.1~~3,313.~~91~~	~~8.0%~~24.2%
~~Airport Expansion~~Vacant/ ~~(~~Non-Agricultur~~eal)~~	2,063.3~~828.6~~1,~~313.1~~	~~7.1%~~9.~~6~~15.0%
~~Institutional~~ Agriculture	~~665.1~~996.7	~~5.7%~~7.3%
~~Conservation~~Commercial	~~325.5~~837.7	~~2.8%~~6.1%
Institutional~~Industrial~~Uncategorized	401.4~~264.3~~790	2.9%~~2.3%~~5.~~8~~%
Office~~Agricultural~~~~Institutional~~	261.9~~188.9~~401.4	1.9%~~1.6%~~2.9%
Industrial~~Utilities~~~~Office~~	229.2~~92.6~~261.9	1.7%~~0.8%~~1.9%
~~Public/Semi-Public~~~~Industrial~~Uncategorized	~~69.4~~229.217.0	~~0.6%~~1.~~75~~0.1%
Total	~~11,630.0~~13,721.~~01~~	100.0%

Source: ~~City of Kissimmee, 2017; Cambridge Systematics GIS analysis, 2017.~~Florida Department of Revenue, Property Tax Rolls 2024

The City's existing supply of vacant land is largely due to several landowners' large holdings, primarily in the ~~northwestern~~ far eastern portion of the City. The quantity of vacant and developable land and the possible uses for these vacant areas are discussed further below. Figure 1-5~~Figure 1-5~~ shows the City's largest proportions of existing land use categories.

Figure 1-5: City of Kissimmee Existing Land Uses, ~~2017~~2024





LAND USE COMPATIBILITY

Among the City's primary desires is to redevelop many of the existing strip commercial shopping centers and single use areas. A full discussion and analysis of the City's redevelopment initiatives and intentions is included throughout this Element, particularly in the Future Land Uses section.

Uses Inconsistent with City Character

~~Most of the non-complying structures and uses in the City have been eliminated. Among the primary land use inconsistencies in the City was a concrete batch plant adjacent to the hospital and burgeoning medical district. This parcel has targeted by the Osceola Regional Medical Center for use as hospital expansion facilities. Other minor land use incompatibilities are scattered throughout the City, and typically involve the proximity of light industrial or utility uses to residential land uses.~~



Many of the City's principal incompatible uses have been eliminated. The City's vision for redevelopment and renewal has resulted in a reduction in the City's blighted areas and neighborhoods, though efforts to improve conditions in these areas are ongoing. The Community Redevelopment Area in the historic downtown is among the primary areas identified for redevelopment. Additional sections of the City identified for redevelopment activity include the Vine Street corridor.

As the City actively engages in redevelopment initiatives, the development pattern is likely to provide for more complementary and compatible adjacent land uses where incompatibilities currently exist.

Hazard and Flood Mitigation and Redevelopment

Osceola County has adopted a Local Hazard Mitigation Plan and the City officially endorsed three fundamental aspects of the County plan, including the approval of a Kissimmee-specific component of the plan, endorsement of countywide hazard planning, and the initiatives proposed by other jurisdictions for implementation. The County's plan includes steps the City can implement to better respond to and recover from natural hazards.~~–~~The City is currently engaged in a similar planning exercise of its own – the Kissimmee Flooding Vulnerability Assessment and Adaptation Plan – which will specifically address related issues within the City.

Projects to mitigate future tropical events with high winds and flooding include hardening buildings and facilities critical to City operations, improvement of drainage facilities, and an inspection program for mobile homes and other vulnerable structures. Reducing impacts to lands within the floodplain and utilizing construction and stormwater best management practices may help reduce future damages.

Potential development and redevelopment in the City's flood-prone areas is guided by the Land Development Code. New development is not allowed to overload existing off-site stormwater facilities, or unduly increase the potential for flooding.

Existing Natural Resources

The Conservation Element provides a description of the City's natural resources and reference maps. The locations of the City's lakes, streams, and wetlands are shown on the *Wetlands and Waterbodies Map*, and the location of major soil groups are shown on the *Soils Map*. The City's floodplain is displayed on the *Floodplain Map*, and potable water wells are identified on the *Potable Wells Map*.

The City does not contain any designated areas of critical state concern, and the City contains no known active mining operations or commercially viable mineral deposits.

Future Land Uses

The City's path of future development is guided by the designations assigned to each parcel on the Future Land Use Map (FLUM). Vacant lands are not shown on the FLUM, because regardless of current uses, all parcels have an intended future land use designation. The differences between each designation, and their areas within the City, are profiled in this section. Additional information is provided for currently vacant lands, and for areas likely to be annexed into the City during the planning period.

Table 1-2~~Table 1-2~~ assigns all parcels in the City to one of the adopted Future Land Use categories, including currently vacant land. The greatest single category of City land (~~28.9~~29.1%) is designated SF-LDR on the FLUM. This land use is spread throughout the City, but is clustered with large acreages along major roadways in the City's northeastern and southwestern areas. The CG future land use designation accounts for ~~six~~ 5 percent (~~6~~5.3%) of the City's total area, and is located primarily along the Vine Street corridor, as well as ~~in~~ on the outskirts of the downtown and along highway US 17-92. Mixed-Use land use is the second largest category, ~~five~~ four mixed-use areas together account for about 26 percent of the land within the city. ~~Both t~~The Airport Expansion (AE~~),~~) and Commercial General (CG) future land use categories have over six percent (6.8%) and 5 percent (5.3%) of land respectively, represented on the FLUM. The Conservation (CONS) future land use category accounts for ~~752.2~~705 acres, while Recreation (REC) comprises ~~745.9~~704 acres of the City's land area. These two uses were formerly classified together as Open Space (OS), and between them consist of not only parks and recreation facilities, but also natural areas intended for preservation.

Table 1-2: City of Kissimmee Current Acreage, by Future Land Use Category

~~Future Land Use Category~~	~~Area in Acres~~	~~% of Total City Area~~
~~Single Family Low Density Residential (SF-LDR)~~	~~3,356.8~~	~~28.9%~~
~~Mixed-Use (MU)~~	~~3,076.0~~	~~26.4%~~
~~Mixed-Use Vine Street (MU-V)~~	~~981.0~~	~~8.4%~~
~~Mixed-Use Flora Ridge (MU-FR)~~	~~955.1~~	~~8.2%~~
~~Mixed-Use Tapestry (MU-T)~~	~~568.9~~	~~4.9%~~
~~Mixed-Use Downtown (MU-D)~~	~~441.6~~	~~3.8%~~

~~Mixed-Use Frank Brown (MU-FB)~~	~~129.3~~	~~1.1%~~
~~Airport Expansion (AE)~~	~~828.6~~	~~7.1%~~
~~Commercial General (CG)~~	~~752.2~~	~~6.5%~~
~~Recreational (REC)~~	~~745.9~~	~~6.4%~~
~~Conservation (CONS)~~	~~505.7~~	~~4.3%~~
~~Multiple Family High Density Residential (MF-HDR)~~	~~400.8~~	~~3.4%~~
~~Institutional (INST)~~	~~325.8~~	~~2.8%~~
~~Single Family Medium Density Residential (SF-MDR)~~	~~294.8~~	~~2.5%~~
~~Industrial Business (IN)~~	~~266.3~~	~~2.3%~~
~~Mobile Home Medium Density Residential (MH-MDR)~~	~~88.7~~	~~0.8%~~
~~Office Residential (OR)~~	~~54.1~~	~~0.5%~~
~~**Total**~~	~~**11,629.8**~~	~~**100.0%**~~

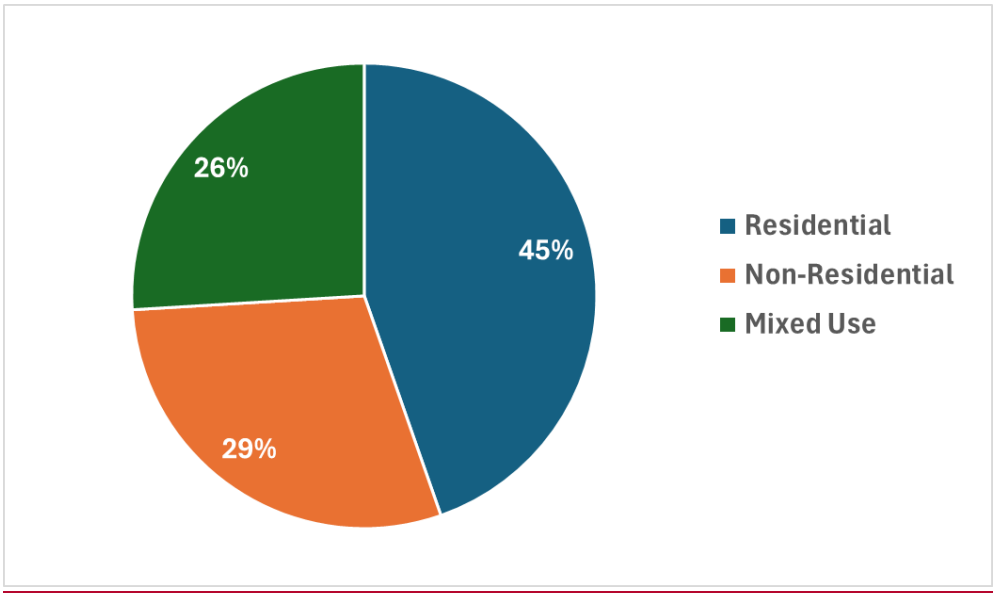
Future Land Use Category	Area in Acres	% of Total City Area
Single Family Low Density Residential (SF-LDR)	3,673.0	29.1%
Mixed-Use (MU)	3,273.7	26.0%
Mixed-Use Vine Street (MU-V)	1,120.7	8.9%
Mixed-Use Flora Ridge (MU-FR)	935.1	7.4%
Mixed-Use Downtown (MU-D)	649.0	5.1%
Mixed-Use Tapestry (MU-T)	568.9	4.5%
Multiple Family Medium Density Residential (MF-MDR)	1,073.9	8.5%
Airport Expansion (AE)	854.3	6.8%
Conservation (CONS)	705.0	5.6%
Recreational (REC)	704.3	5.4%
Commercial General (CG)	518.1	5.3%
Multiple Family High Density Residential (MF-HDR)	489.5	3.9%
Institutional (INST)	400.5	3.2%
Industrial Business (IN)	381.4	3.0%
Single Family Medium Density Residential (SF-MDR)	315.8	2.5%
Utilities (UT)	87.8	0.7%
Mobile Home Medium Density Residential (MH-MDR)	80.5	0.6%
Office Residential (OR)	57.1	0.5%
Total	**12,614.9**	**100.0%**

Source: City of Kissimmee~~, 2017~~.

Figure 1-6~~Figure 1-6~~ displays the residential and non-residential future land uses in the City. Though the land use mix is roughly even, residential uses account for over a third (~~42.8~~45%) of all land uses within the City, comprised of SF-LDR, MF-MDR, MD-HDR, SF-MDR, and MH-MDR. ~~-~~Non-residential uses account for ~~30~~ 29 percent, comprised of AE, CONS, REC, CG, INST, IN, UT, and OR, and mixed-use

areas account for 26 percent of all land in the city. The Office Residential (OR) designation is included in the non-residential category, but it may include residential uses.

Figure 1-6: Future Land Uses as Proportion of Total Acreage, ~~2017~~2024



VACANT LAND ANALYSIS

The locations of existing development have generally occurred in those areas anticipated for development, based on earlier versions of the Plan. As indicated above in Figure 1-5~~Figure 1-5~~, the total quantity of vacant land in the City is approximately ~~14~~ 157 percent of the City's total land area. Table 1-3 groups vacant lands by future land use category. Although the total quantity of vacant land shown in the table is ~~1,597~~2,308.4 acres, the Conservation (CONS) land use is not developable, and is therefore not included in the quantity of developable vacant land. This leaves ~~1,526~~2,102 acres of vacant land available for development.

Of the vacant and developable land in the City, Single Family Low Density Residential land uses account for over 30 percent (30.~~11~~8%). Mixed-Use categories together account for ~~26.5~~17.8 percent of the total vacant land. The two next-largest categories are Multiple Family Medium Density Residential at 13.2 percent and Commercial General at about ~~18~~ 8.8 percent~~ (17.65%) and Multiple Family Medium Density Residential at 10 percent (10.39%)~~. The other vacant categories with at least 50 acres of vacant land include ~~Conservations~~ Industrial Business (~~70.98~~186.2 acres), ~~Single Family Medium Density Residential~~Multiple Family High Density Residential (106 acres), Airport Expansion (58.6 acres), and Recreation (~~59.46~~57.3 acres)~~, and Multiple Family High Density Residential (52.14 acres)~~.

Table 1-3: City of Kissimmee Vacant and Agricultural Land by Future Land Use Category, ~~2017~~2024

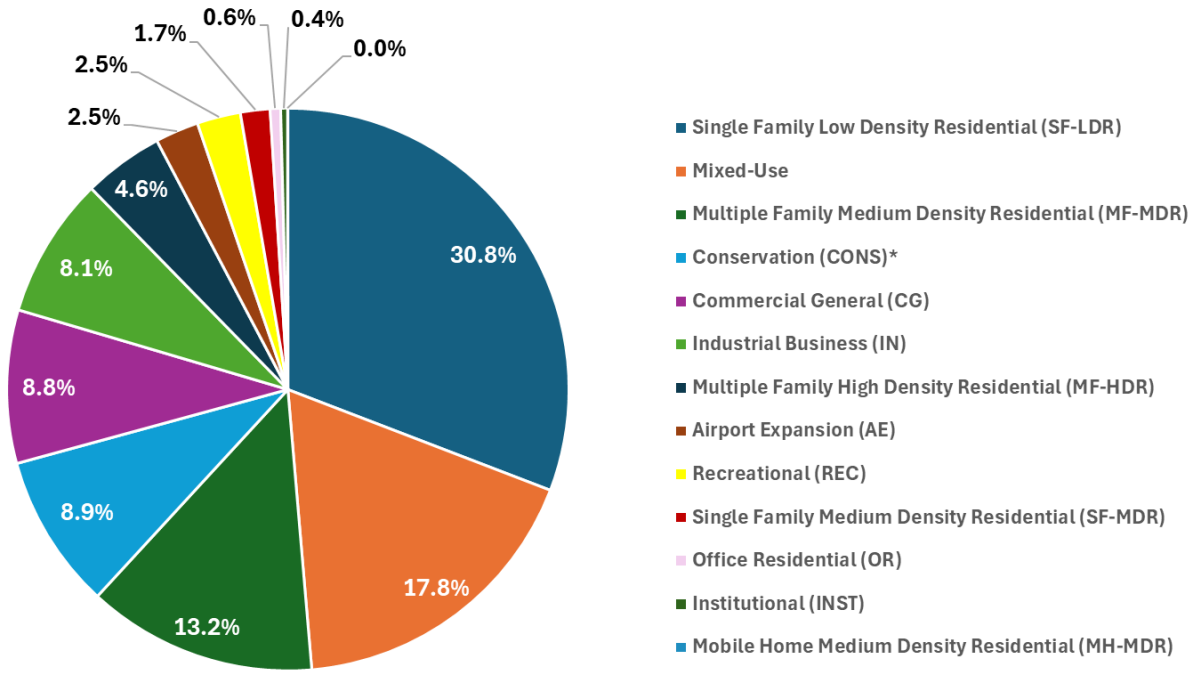
Future Land Use Category	Area in Acres	Acres Available for Development	% of Total Vacant Area
Single Family Low Density Residential (SF-LDR)	~~481.0~~712.3	~~481.0~~712.3	~~%~~30.8%
Mixed-Use	~~423.2~~411.9	~~423.2~~411.9	~~%~~17.8%
Mixed-Use Vine Street (MU-V)	~~151.9~~186.2	~~151.9~~186.2	~~5%~~8.1%
Mixed-Use Flora Ridge (MU-FR)	~~137.0~~115.5	~~137.0~~115.5	~~6%~~5.0%
Mixed-Use Downtown (MU-D)	~~69.3~~86.5	~~69.3~~86.5	~~3%~~3.7%
Mixed-Use Tapestry (MU-T)	~~64.3~~23.2	~~64.3~~23.2	~~%~~23.2%
~~Mixed-Use Frank Brown (MU-FB)~~	~~0.6~~	~~0.6~~	~~0.04%~~
~~Commercial General (CG)~~	~~282.0~~	~~282.0~~	~~17.7%~~
Multiple Family Medium Density Residential (MF-MDR)	~~166.0~~305.3	~~166.0~~305.3	~~%~~13.2%
Conservation (CONS)*	~~71.0~~206.7	0	~~4%~~8.9%
Commercial General (CG)	203.0	203.0	8.8%
Industrial Business (IN)	186.2	186.2	8.1%
Multiple Family High Density Residential (MF-HDR)	106	106	4.6%
Airport Expansion (AE)	58.6	58.6	2.5%
Recreational (REC)	57.3	57.3	2.5%
Single Family Medium Density Residential (SF-MDR)	~~59.5~~38.6	~~59.5~~38.6	~~7%~~1.7%
~~Multiple Family High Density Residential (MF-HDR)~~	~~52.1~~	~~52.1~~	~~3.3%~~
~~Industrial Business (IN)~~	~~32.4~~	~~32.4~~	~~2.0%~~
Office Residential (OR)	~~15.1~~14.2	~~15.1~~14.2	~~9%~~0.6%
Institutional (INST)	~~11.6~~8.3	~~11.6~~8.3	~~7%~~0.4%
~~Recreational (REC)~~	~~2.7~~	~~2.7~~	~~0.2%~~
Mobile Home Medium Density Residential (MH-MDR)	~~0.6~~.02	~~0.6~~.02	~~4%~~.01%
~~Airport Expansion (AE)~~	~~0.1~~	~~0.1~~	~~0.01%~~
Total	**~~1,597.2~~2,308.4**	**~~1,526.2~~2,101.7**	**100.0%**

**This future land use categor~~iesy~~ ~~are~~ is not available for development.*

Source: Florida Department of Revenue, Property Tax Rolls, City of Kissimmee, ~~2017~~2024.

Figure 1-7~~Figure 1-7~~ below shows the above future land uses as proportions of the City's currently vacant land.

Figure 1-7: Vacant/Agricultural and Developable Land, by Future Land Use Category, ~~2017~~2024



**This future land use category is not available for development.*

~~The areas with high concentrations of vacant Single Family Low Density Residential (SF-LDR) uses are generally located along the edge of the City, at the northeastern and northwestern corners, as well as the southwestern corner near Shingle Creek~~By far the largest concentration of vacant Single Family Low Density Residential use is found in one single as yet undeveloped project in the far east of the City. Other smaller areas of vacant residential land ~~is~~are scattered throughout the City. ~~Large~~ Some areas of vacant Commercial General (CG) land are located at major intersections along Osceola Parkway, with smaller parcels along Vine Street and in the downtown area. Vacant Mixed Use (MU) future land uses are primarily composed of large holdings along Hoagland Boulevard and Carroll Street, and in the southwestern corner of the City. Some of the areas identified as vacant are undergoing development in accordance with their future land use designation. ~~Note: Sites with Recreation, Conservation, or Utilities future land use designations are not considered vacant.~~

There are no known active mining operations, nor are there any known commercially viable mineral deposits within the City or within the City's future annexation area. There is no major active agricultural operation in the City.

Adjacent Land Uses and Enclaves

The ~~*Adjacent Unincorporated County Land Use Map* in the Comprehensive Plan Evaluation and Appraisal Report (2017) shows that~~ land uses along the City's border vary widely in character. Depending on the area of the City, adjacent County land uses include commercial, industrial, residential, institutional, agricultural, or vacant. True County enclaves, wholly surrounded by the City, ~~are generally small residential and institutional parcels located north of Vine Street along John Young Parkway, as well as several larger parcels along Hoagland Boulevard~~have been eliminated through the City since 2018. ~~Other County enclaves include small commercial properties along Vine Street, and US 17-92 south of the CSX railroad, and residential parcels along the west side of Thacker Avenue near the airport.~~

Though not a true enclave, the wedge-shaped area roughly between John Young Parkway to the west, the CSX railroad to the east, and Orange County to the north contains the largest quantity of industrial lands near the City in unincorporated Osceola County. The "wedge" also includes several residential neighborhoods east and west of US 441, with existing and planned commercial and institutional uses along that highway.

Annexations

In 2019, Kissimmee and Osceola County entered into an interlocal agreement in order to annex 35 enclaves throughout the city, making up 265 parcels and nearly 366 acres. This constituted over a third of the total change in the City's land area during that period. ~~The City's preferred annexations will be those unincorporated County parcels north of Vine Street, generally between John Young Parkway and Florida's Turnpike.~~ As with all annexations, the City must be able to ensure adequate levels of public facilities for the incoming parcels and their potential levels of development. If an analysis of available facilities and services highlights a deficiency of one kind or another, funds or projects to mitigate those deficiencies will need to be found and/or implemented. Additionally, the City and the County will need to closely coordinate land development activities within one and one-half miles of the City boundary, to ensure a character and pattern of development that will be acceptable to both governmental entities.

When parcels are annexed, the City determines the appropriate future land use designation. Policy 1.1.10.5 lists the compatible City-County designations.

Table 1-4 below identifies the Osceola County future land use designations within the County near the City, their densities and intensities, and the best City equivalents of those designations.

Most County future land use designations meet the City's land use designation requirements if they are annexed. However, caution is needed for the potential transitions of Low Density Residential and Tourist Commercial Designations, given the maximum densities of these two designations are higher than those in the City.

The County does not have a land use designation for recreation facilities, but those uses may be included in the County's Institutional land use designation. The County has several commercial future land use designations, which may correlate to different City designations depending on where the parcel is located. Additionally, depending on the location of the County parcel, the City may assign one of the mixed use future land use categories.

Table 1-4: County to City Future Land Use Conversions

County Future Land Use Designation	Density	City Future Land Use Designation	Density
Rural/Agricultural	<=1 dwelling unit per 5 acres	Single Family Low Density (SF-LDR)	0-6 units/acre
Rural Settlement	<=1 dwelling unit per 5 acres	Single Family Low Density (SF-LDR)	0-6 units/acre
Rural Enclave	<=1 dwelling unit per 5 acres	Single Family Low Density (SF-LDR)	0-6 units/acre
Low Density Residential	**3 to 8 units per acre**	Single Family Low Density (SF-LDR)	**0-6 units/acre**
Medium Density ~~Residential~~and Intensity	greater than 8 and less than 18 units per acre, 1.0 FAR	Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU).	10-20 units/acre, 40 units per acre/6.0 FAR
High Density Residential	>=18 units per acre	Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU)	10-20 units/acre , 40 units per acre/6.0 FAR
~~Office~~Mixed Use	~~<2.0 FAR~~0.5 units per acre to 25 units per acre, 0.35 FAR to 2.5 FAR, depends on adopted CMP/CP	~~Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)~~ Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)	~~2.5 FAR, 10 FAR, 40 units per acre/6.0 FAR~~ 2.5 FAR, 40 units per acre/6.0 FAR
Neighborhood ~~Commercial~~Center	greater than 8 and less than 18 units per acre ~~<0.35 FAR~~Minimum 0.25 FAR	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)	2.5 FAR, 40 units per acre/6.0 FAR
Community ~~Commercial~~Center	~~<1.0 FAR~~18 units per acre to 40 units per acre, minimum 0.5 FAR	Commercial General (CG), or Mixed-Use (MU)	2.5 FAR, 40 units per acre/6.0 FAR
Urban ~~Commercial~~Center	~~1.5 to 2.0~~minimum 30 units per acre, minimum 1.0 FAR	Commercial General (CG), or Mixed-Use (MU)	2.5 FAR, 40 units per acre/6.0 FAR
Employment ~~Commercial~~Center	30 units per acre to 40 units per acre, ~~<2.5~~0.5 FAR to 1.0 FAR	Commercial General (CG)	2.5 FAR
Tourist Commercial	Tourist-related housing: <= 40 units per acre and >= 5 units per acre. **Hotel/motels: <= 60 units per acre**	Commercial General (CG), or Mixed-Use (MU)	2.5 FAR, **40 units per acre/6.0 FAR**
Industrial	~~0.3 to~~ 1.5 FAR	Industrial Business (IN)	2.0 FAR
Conservation	0	Recreation (REC), or Conservation (CONS)	0
Institutional	<= 2.0 FAR	Institutional (INST) or Recreation (REC)	2.0 FAR
Natural Resource Utilization	0	Utilities (UT)	0.75 FAR

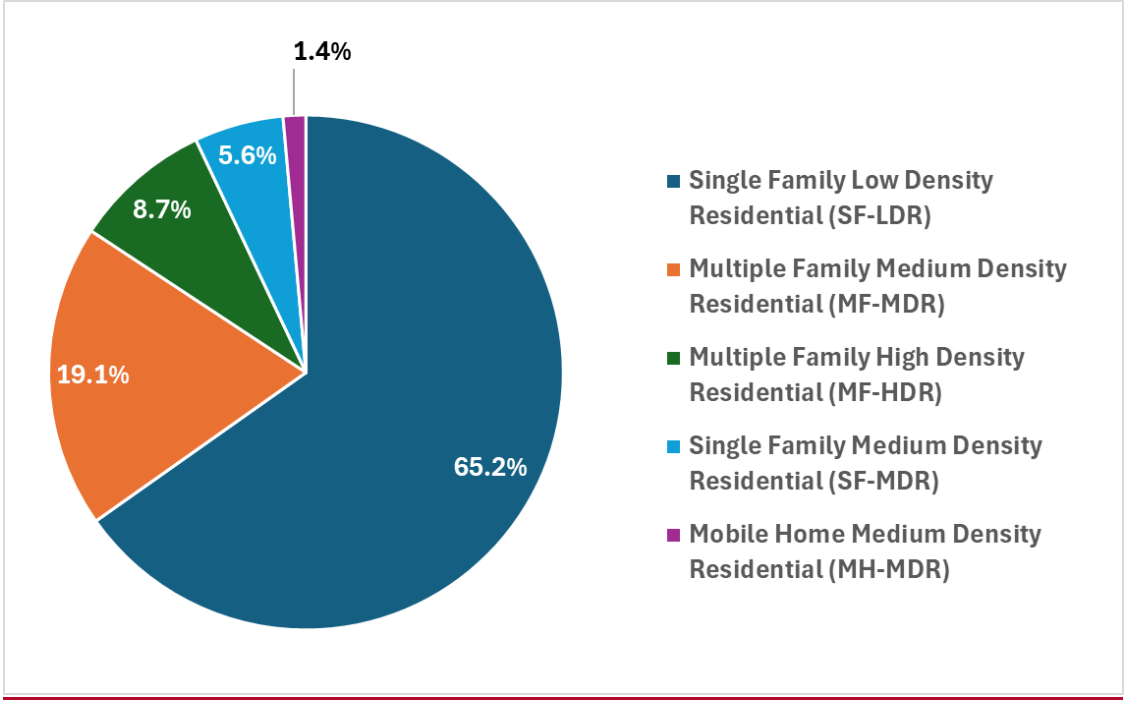
Source: City of Kissimmee, 2017.

***Bold** text indicate Osceola County designations where the maximum intensities/densities may be higher than those of the City.*

RESIDENTIAL FUTURE LAND USE CATEGORIES

This section provides a snapshot of the City's distribution of residential future land use designations, and the associated densities within each. Figure 1-8 below identifies the proportions of the largest residential land use categories in the City.

Figure 1-8: Residential Future Land Uses, Proportion of Residential Total, ~~2017~~2024



SINGLE FAMILY LOW DENSITY RESIDENTIAL (SF-LDR)

At ~~3,356.8~~3,673 acres, this future land use category constitutes the single largest future land use designation in the City. It is located throughout the jurisdiction in neighborhoods and subdivisions, and has a maximum density of six units per acre.

SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (SF-MDR)

The Single family medium density residential land use comprises ~~294.8~~315.8 acres of the City's FLUM, and is located in the neighborhoods near downtown, on the City's eastern-most portion, and on the south side of the airport.

Mobile Home Medium Density Residential (MH-MDR)

This future land use category constitutes the lowest total acreage of any future land use in the City, at ~~88.7~~80.5 acres. Intended to ensure existing mobile home parks are allowed to remain, this designation is not intended for application to parcels with other future land use designations.

Multiple-Family Medium Density Residential (MF-MDR)

This is the second-most prevalent residential future land use designation, with ~~833.9~~1,073.9 acres and ~~16.8~~8.5 percent of the area on the FLUM. The designation has an adopted maximum density of 12 units per acre, and is located throughout the City, but primarily north of Columbia Avenue.

Multiple-Family High Density Residential (MF-HDR)

High density residential uses are located almost entirely north of Columbia Avenue and west of US 441, with a few parcels located just north and west of the airport. Comprising ~~400.8~~489.5 acres, this future land use designation accounts for only 8.~~1~~ 5 percent of the total land area.

~~Overall, the City's residential density is about two-thirds (61%) of the maximum allowed densities.~~

Non-Residential Future Land Use Categories

These land use designations are applied to 30 percent of the City's land area, which includes two categories that have no development potential. Figure 1-9~~Figure 1-9~~ below identifies the largest proportions of non-residential future land uses in the City.

Figure 1-9: Non-Residential Future Land Uses, Proportion of Non-Residential Total, ~~2017~~2024



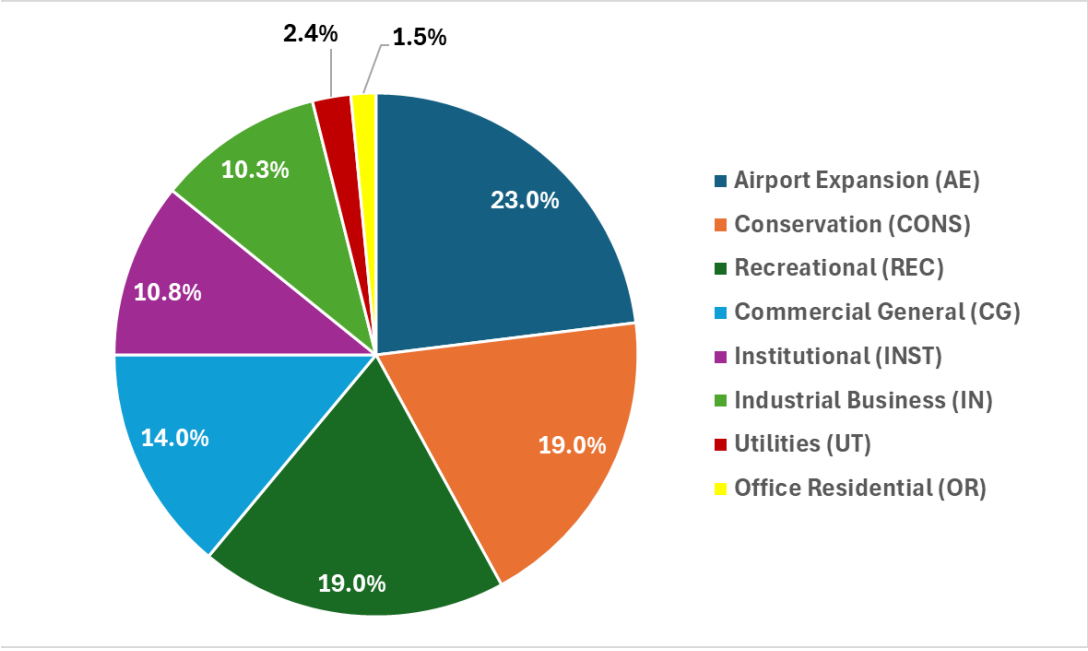

2.4%
1.5%
10.3%
23.0%
10.8%
14.0%
19.0%
19.0%
Airport Expansion (AE)
Conservation (CONS)
Recreational (REC)
Commercial General (CG)
Institutional (INST)
Industrial Business (IN)
Utilities (UT)
Office Residential (OR)

Table 1-5~~Table 1-5~~ identifies the City's non-residential future land use intensities, Mixed Use categories are explored in a separate section below.

Table 1-5: Summary of Non-Residential Maximum Intensities

Non-Residential Future Land Use Categories	Floor Area Ratio (FAR)	Sampled FAR*
Office – Residential (OR)#	1.0	1.0
General Commercial (CG)	2.5	2.43
Institutional (INST)	2.0	1.47
Industrial Business (IB)	0.5	0.4
Airport Industrial (AI)	0.5	0.34
Recreation (REC)	0.2	0.18
Conservation (CONS)	0.0	n/a
Utilities (UT)	0.75	0.67

**Based on Osceola County Property Appraiser Data, December 2009.*

#Office-Residential may also have up to 9 residential units per acre.

The City has adopted maximum intensities for non-residential land uses, as expressed in floor area ratio (FAR). FAR is the result of the total square feet of all structures associated with all uses, both residential and non-residential on a development or redevelopment site, divided by the gross total area of the development site. FAR structural total calculations include structured and surface parking, since they contribute to the mass and scale of a development.



The FARs adopted for the City's land uses were based on a sampling of existing development in different land use categories in the City using the parcel size and total building square feet, as identified by the Osceola County Property Appraiser. Those figures were then slightly rounded upward to a "round number", and to account for possible higher existing FARs. The intended character of particular future land use categories and the areas in which they are applied on the FLUM were also taken into account.

The sections below identify each non-residential future land use category, and the extent to which each is present within the City, and include the maximum intensities using FAR.

Office Residential (OR)

This future land use category is primarily located ~~in~~on the outskirts of the City's historic downtown, but may also be found along Central Avenue between Columbia Avenue and Donegan Avenue. The category is mixed use in character, and allows both office commercial and residential activities, which may be located on the same parcel. The maximum residential density is 9 units per acre, and the identified maximum commercial intensity is 0.50 FAR. The City has approximately ~~54~~ 57.1 acres of land designated as Office Residential on the Future Land Use Map.



Commercial General (CG)

The Commercial General designation occurs along several major roadway corridors, most heavily concentrated along John Young Parkway, West Bronson Highway, and east of Turnpike. The maximum development intensity for this designation is 2.5 FAR. The City has approximately 518.1 acres of land designated as Commercial General on the Future Land Use Map.

Institutional (INST)

This broad future land use category encompasses the lands owned by the City, the County, the School District, the State, and other governmental or public institutions that provide public services. This includes the hospitals, churches, government offices, public and private schools, and Valencia ~~Community~~ College, among others. Since Kissimmee is the County seat, and one of two municipalities in the County, a sizable number of governmental and school sites are located in the City, accounting for the ~~nearly~~ over ~~326~~ 405 acres of land with this future land use designation. This future land use category has a maximum development potential of 2.0 FAR~~, primarily to accommodate relatively large government offices on small downtown sites~~.

Airport Expansion (AE)

Including both the Kissimmee Gateway Airport and parcels just to the east and west, this future land use designation consumes the second-highest quantity of non-residential, developable land. Just over 800 acres (~~828.6~~854.3) are included within this category, which is composed only of the airport and parcels adjacent to it. In order to encourage aviation-related light industrial enterprises on some smaller parcel sizes, this designation has a maximum development intensity of 0.5 FAR. Increasing development within this designation is among the City's strategies for enhancing economic development.

INDUSTRIAL BUSINESS (IN)

This future land use designation encompasses a broader range of light industrial businesses than does the Airport Industrial (AI) designation. Located both proximal to the airport, and along portions of the CSX railroad corridor, this designation includes warehouses, fabrication shops, machine repair, and the like. The maximum development intensity of this future land use category is the same as for A~~I~~E, 0.50 FAR.

UTILITIES (UT)

The City contains several water and wastewater treatment facilities, as well as electrical distribution stations. These uses are included in the Utilities future land use designation. This category is the smallest non-residential category, in area, at ~~100~~ 87.8 acres. The maximum development intensity for this designation is 0.75, though most sites have a much lower actual FAR. The adopted FAR accommodates the smaller, more compactly developed, sites to the southeast of downtown along Lake Tohopekaliga.

RECREATION (REC)

Formerly one component of the "Open Space" designation, this future land use category includes City recreation facilities, as well as the portions of Shingle Creek Regional Park located within the City. The category also includes special use facilities, such as Lakefront Park, the City's Civic Center, and the Rosehill Cemetery. Recreation constitutes ~~746~~ 704 acres of City land. This designation has a maximum development intensity of 0.15 FAR, which permits the construction of community centers, clubhouses, and other buildings associated with active recreation and programmed/organized activities.



CONSERVATION (CONS)

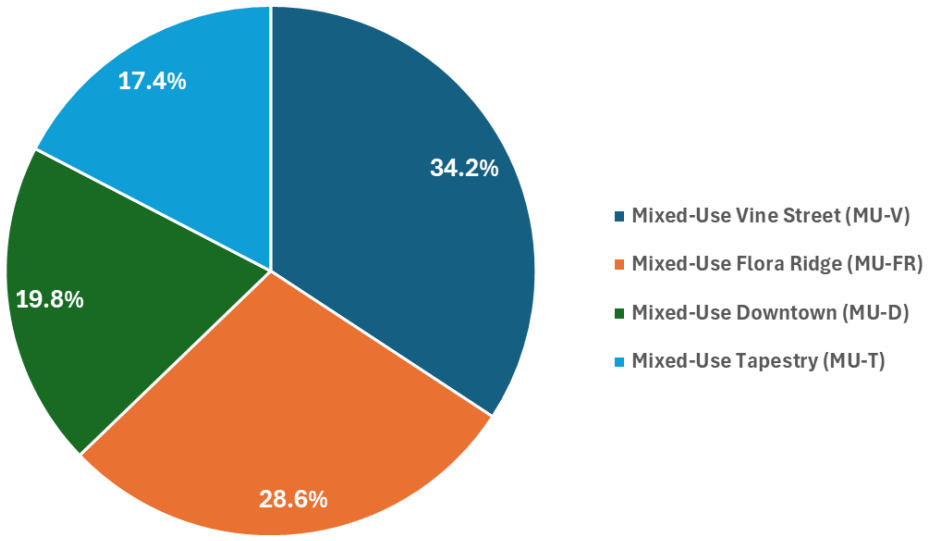
The other component of what was formerly the "Open Space" designation includes those lands intended for environmental preservation. Lands designated Conservation on the Future Land Use Map are not available for development. These sites may be used for passive recreation, but permanent physical structures or buildings to house activities are not permitted. The parcels identified for this designation may be wetlands, preserves, or sites otherwise dedicated to maintaining natural resource values. There are over ~~500~~ 704 acres of Conservation lands in the City.

MIXED USE FUTURE LAND USE DESIGNATIONS

The Comprehensive Plan contains ~~a myriad of~~several mixed use future land use designations. The individual mixed use designations are grouped according to the ~~special area or~~ overlay district in which they occur. These currently include the downtown area, and the Vine Street corridor, Flora Ridge, and Tapestry~~, and Frank Brown~~. The percentage of each type of mixed use designation is shown in Figure 1-10.

Lands identified as "Mixed Use" (MU) on the Future Land Use Map are those sites typically associated with master-planned developments, PUDs, and the two community redevelopment areas. Each parcel with the MU designation is also guided by a specific policy in this Element that reflects the approved master plan, and the defined density and intensity, and quantities of different land uses allowed on each site. The approach to identifying Mixed Use land uses on the Future Land Use Map is based the City's vision for a more human-scaled, walkable, and mixed use community. Objective 1.2.9 and its policies provide development guidance for the Mixed Use Downtown (MU-D) future land use designation, and Objective 1.2.10 and policies addressed the Vine Street Mixed Use area (MU-D). Mixed Use designations for planned unit developments are specified in policies under Objective 1.2.10.

Figure 1-10: Mixed Use Areas Relative Acreages



MU-D is split into sub-districts corresponding to areas in the redevelopment master plan, and separate permitted densities and intensities are defined for each. The mix of land use percentages provided for MU-D are applied on a sub-area-wide basis. This means that not every project within a sub-area must have a mix of uses, but throughout the entirety of the sub-area, a certain proportion of residential and non-residential uses must be present to create walkable, transit- and pedestrian-oriented areas. Non-

residential uses include commercial, office, industrial, institutional, utility, recreation, and conservation in combinations that are compatible with the existing and planned development and redevelopment programs in the vicinity. The measure of "compatibility" is based on policies in the Comprehensive Plan and regulations in the Land Development Code.

The maximum development densities and intensities are to be applied at both the project level and the sub-area level, with density and intensity minimums required only at the sub-area level. These maximums and minimums will ensure the creation of particular scales of pedestrian-oriented development in each of the adopted sub-areas, as development and redevelopment projects are built. It will also ensure a minimum level of development necessary to support the City's vision of a mixed use, walkable, transit-oriented multimodal urban center.

As noted in the discussion of FAR calculations, surface parking is not included in the structural component of FAR. In order to capture both the presence of surface parking, as well as the presence of urban plazas, open spaces, and other pedestrian areas, these spaces are to be included in the calculations of district-wide minimum FARs. The only spaces that are not to be included in the district-wide minimums are roadway rights-of-way.



The intended mix of uses signifies the predominant character of each sub-area's land use designation. While the MU-D: Medical and MU-D: Corridor designations are clearly intended for non-residential uses, they also provide for some residential uses. The opposite is true for the MU-D: Residential designation, however, which is intended to maintain the residential character of established residential neighborhoods while providing for some neighborhood commercial or recreation uses. The MU-D: Main Street and the MU-D: Downtown categories are intended to provide a greater amount of land use flexibility and mixture. The MU-D: Preserve designation encompasses the Oak Street Extension Preserve adjacent to Lake Tohopekaliga, and is intended to maintain the environmentally sensitive nature of the sub-area, to the greatest extent possible.

The City has for a number of years been planning for and identifying the redevelopment potential of the Vine Street corridor. A vision has been developed for the area that includes a mix of residential and non-residential uses in a transit-oriented configuration of walkable village centers and neighborhoods. The designated Vine Street Corridor area is located along either side of the US 192/Vine Street corridor, extending several blocks north and south of that central thoroughfare. The area is presently

characterized by numerous strip commercial shopping centers, many of which house local businesses. Residential uses are present on those blocks north and south of Vine Street.

The Mixed Use – Vine Street (MU-V) future land use category provides the policy support to implement the mixture of uses needed to transform the district as redevelopment activities occur along the corridor. The target is to have an even split in the corridor into residential and non-residential uses. As for the MU-D, the targeted maximum and minimum development densities and intensities apply at the district scale, with project level maximum intensities.

The targeted maximums and minimums identified at the district level do not reflect the existing densities and intensities within the Vine Street District. Over the course of the planning period, the corridor will begin to achieve the densities and intensities desired, but it may take a decade or more to approach the targeted minimums. The values are intended to be aspirational, and reflect the potential character needed to support premium transit facilities in a vibrant urban context.

Developed in conjunction with the Vine Street Corridor vision, the above densities and intensities are intended to permit more intense development in locations adjacent to potential premium transit stations along that planned premium transit route. However, because the locations of these stations are as of yet undetermined, and the development standards will be based on floating zoning overlays as defined in the Land Development Regulations, the maximum development potential for individual projects is allowed to be substantially higher than the rest of the district.

Special Areas and Districts

The City maintains a number of specially designated areas and districts that are intended to affect the types of land uses and development patterns in particular areas of the City, whether based on the boundaries of natural features, historic structures, or redevelopment potential. The areas and districts, and their potential use, development, and potential development opportunities are described below. Figure 1-3 shows the boundaries of these districts.

MULTIMODAL TRANSPORTATION DISTRICT

Adopted in December 2008, the City's Multimodal Transportation District (MMTD) was created to shift the focus of the City's transportation system from one based almost entirely on automobiles, to a system that incorporates transit, cycling, and pedestrian networks, as well as the automobile-oriented network, into an overall system. The MMTD was also adopted to encourage the incorporation of human-scaled and pedestrian-oriented urban and site design components into land development and redevelopment projects within its borders. Originally e~~E~~ncompassing only a ~~large~~ portion of the City, the MMTD boundary was expanded since 2018 to include~~s~~ the ~~area south from the quarter-section line north of Columbia Avenue down to Lake Tohopekaliga, and west-southwest from Valencia Community College to the western boundary of the Kissimmee Gateway Airport along the CSX railroad~~entire City Limits. ~~The MMTD includes the entirety of the Downtown Community Redevelopment Area and the Vine Street Community Redevelopment Area.~~



The future land use designations of parcels within the MMTD are not affected by the presence of the MMTD. However, development and redevelopment projects within the MMTD are required to incorporate pedestrian-oriented design characteristics, in order to improve livability and walkability in this central part of the City. A mix of land uses is desired in the MMTD, particularly in the vicinity of the Kissimmee Intermodal Center downtown. This center constitutes a major transportation bus and rail transit hub, both for the City and the County, and focusing density and intensity at this center will contribute to increased energy efficiency. By more closely linking people's origins and destinations through the use of compact and transit-oriented development, residents and visitors are more likely to access these locations through transit, or other "green" transportation choices, such as walking.

Pedestrian-oriented characteristics include streetscaping elements such as pedestrian-scaled lighting, shade trees, vegetative buffers, and other pedestrian-oriented amenities. Development and redevelopment projects in the MMTD must meet criteria for site design, on-site improvements, and contribute to off-site enhancements to improve multimodal connectivity. These characteristics are to be implemented through the Land Development Code. Additional requirements, including street design, are outlined and included in Chapter 2: Transportation Element.

COMMUNITY REDEVELOPMENT AREAS

A special taxing district, the CRA uses revenues gained through tax-increment financing on parcels within its boundaries to support improvements and redevelopment initiatives. The Downtown Kissimmee

redevelopment area encompasses ~~the~~ downtown, the courthouse area, ~~the lakefront~~Lakefront Park, ~~the~~and Neptune neighborhood, the Robert Bass neighborhood, the Patrick neighborhood, and lands west of the CSX railroad, south of Vine Street and east of Central Avenue, south of Oak Street and east of Mann Street, and with a far western boundary along John Young Boulevard. A second CRA encompasses the Vine Street corridor, which consists of the area approximately ¼-mile center from the Vine Street centerline for the full length of the corridor within the City's limits. The visions and objectives of these two districts, placemaking principles are included master plans for each area. These master plans guide development decisions.

As the existing land use pattern transitions from single-use areas to mixed use areas, and residents are able to make shorter trips between their homes, local services, and places of employment, the City will experience a reintroduction of vibrant and walkable urban neighborhoods. These urban centers will be linked to each other, initiating greater overall connectivity in the City, and will be linked to the overall region through the multimodal transportation system. The City's vision of a restored urban center will likewise help reduce pressure to develop lands on the City's fringe.

Incorporating a mixture of uses in the City's principal redevelopment areas will allow more overall residential and non-residential development. The mixed use land use categories call for increased densities and intensities than were available prior to the institution of the MU-D and MU-Vine mixed use future land use categories. These mixes of uses will allow the accommodation of housing and businesses in close proximity, and will also be in close proximity to premium transit, including SunRail. A cycle of increased local residential opportunities and increased investment in local businesses and industries will in turn provide greater opportunities for local employment. Outside of these dedicated redevelopment areas, established and stable residential neighborhoods will be preserved and protected. Their existing character will be retained, but will be enhanced by the inclusion of pedestrian-oriented streetscapes and other multimodal system amenities to enhance local mobility.

SOUTH BEAUMONT HISTORIC PRESERVATION OVERLAY (HPO) DISTRICT

The historic preservation overlay district is located just west of the heart of the City's downtown area. Established through the process provided for in the Land Development Code, this type of overlay is intended to help ensure the protection, enhancement, and perpetuation of properties of historical merit and the areas in which they are located. Although this is the only such HPO, others may be created and are specifically intended to preserve distinctive elements of the City's history, foster civic pride, stabilize and improve property



values, promote tourism, enrich the educational and cultural dimensions of the population, and maintain and enhance neighborhoods.

~~The future land use designations within t~~The South Beaumont HPO, which is displayed on ~~the~~ Figure 1-4, ~~include single family medium density residential, institutional, and office-residential~~lies completely within the Downtown Mixed Use future land use designation. Many of the historic homes have become offices for small professional commercial establishments, such as accounting firms, law offices, and other establishments that might benefit from proximity to the County government office buildings.

Short-Term Rental Overlay (STRO)

This overlay district is intended to identify potential areas where additional short-term rental developments and time-share dwelling developments may be located, if allowed by the future land use category and associated zoning district. This district is predominantly tourist-oriented, and is divided into two separate geographic areas within the City, one east and one west.

The western portion of the short-term rental overlay district is primarily located west of Shingle Creek and northwest of the airport just north of Vine Street. The future land uses of this area are multi-family medium density residential, commercial, single family medium density residential, and conservation. Land development controls on these parcels and planned unit developments are located in the Land Development Code.

The eastern portion of the short-term rental overlay district is located in the section of the City east of the Florida Turnpike, west of Boggy Creek Road, and north of Fortune Road. Established as a single planned unit development (Lakeside Estates), the associated future land use categories include single and multi-family medium density residential, single family low density residential, commercial, and institutional.

Economic Development Areas

The Economic Development Element describes the types of industries the City should focus on for economic development opportunities. These include airport and aviation-related businesses and medical/hospital-related businesses included in the Medical Arts District ~~shown in Figure 1-3~~, since they are already established in the City and the Future Land Use designations for parcels in these areas have been positioned to support the development of these types of businesses.

Both areas for these industries and business activities are located within the MMTD, and have access from the Vine Street corridor. The overarching redevelopment initiatives along the Vine Street corridor will support the enhancement of gateways to these areas.



Community Development Block Grant (CDBG) Area

This target district is based on the extent of the City's identified Community Development Block Grant (CDBG) area, as defined for the purposes of receiving federal entitlement grants from the US Department of Housing and Urban Development (HUD). The extent of the area includes the entire City and as such is not reflected on Figure 1-3.

The CDBG entitlement grants may be used by the City for the following:

Acquisition of real property;

- Relocation and demolition;
- Rehabilitation of residential and non-residential structures;
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- Public services, within certain limits;
- Activities relating to energy conservation and renewable energy resources; and
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

Improvements and investments are noted in the City's *Consolidated Plan*, a document that serves as the comprehensive planning document for the CDBG area, and describes the City's efforts relative to CDBG grants awarded to the City. The *Consolidated Plan* contains the criteria used to judge whether a community is performing up to its stated goals.

Areas of Critical State Concern

There are no areas within the City of Kissimmee that are classified as Areas of Critical State Concern.

Population Projections and Demand

The City's population has grown tremendously since the last EAR-based amendments, due in part to annexations. Table 1-6 below displays the City's most recent population data available for the City. By 2015, the City's total population was estimated at 65,422, or 20 percent of the County's population.

Table 1-6: City of Kissimmee Population Estimates

	~~1995~~	~~2000~~	~~2005~~	~~2010~~	~~2015~~
~~Osceola County~~	~~138,824~~	~~172,520~~	~~228,026~~	~~268,685~~	~~323,028~~
~~City of Kissimmee~~	~~35,568~~	~~48,450~~	~~55,580~~	~~59,682~~	~~65,422~~
~~City Proportion of County Population~~	~~26%~~	~~28%~~	~~24%~~	~~22%~~	~~20%~~

Year	1990	2000	2010	2020	2024
Osceola County Population	107,728	172,493	268,685	388,656	468,999
City to County Ratio	28%	28%	22%	20%	18%
City of Kissimmee Population Projection	30,050	47,814	59,682	79,226	85,141

~~*Source: U.S. Census Bureau, 2017.*~~

Source: Shimberg Center for Housing Studies, Bureau of Economic and Business Research

The populations of both the City and the County have experienced explosive growth since 1990, growing at a total rate of 104 percent and 159 percent, respectively over the time period. The higher overall growth rate experienced by the County as a whole is a result of the housing boom in unincorporated areas of Osceola County, which is also evidenced by the reduction in the City's population as a proportion of the total County population. Increased growth is expected to continue through ~~2045~~ 2050 and the City's proportion of the County's population is also projected to continue to shrink, due to the large agricultural areas in the County that can convert to development over time.

Population Projections

In order to determine the City's population through the planning analysis period (~~2015~~2025-~~2045~~2050), the City used a proportional projection methodology. It is predicted by the Bureau of Economic and Business Research (BEBR) that Osceola County will have ~~616,300~~694,998 residents by ~~2045~~2050. However, BEBR does not provide how the future population will ~~locate~~ distribute among its cities and the county. For the City of Kissimmee, population projections between ~~2020~~ 2025 and ~~2045~~ 2050 were ~~conducted using future population projections for Osceola County and the ratio of population in the City,~~

~~incorporating historical trends~~calculated by the Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and Osceola County population projections by the Bureau of Economic and Business Research, University of Florida.

Table 1-7~~Table 1-7~~ shows the population projections for Osceola County and Kissimmee ~~in five-year increments~~ for 2025, 2035, and 2050~~2020 to 2045~~. The table and Figure 1.11 show the projected City-to-County ratio based on historical trends. While population in both the Osceola County and the City of Kissimmee have been growing rapidly for the past 20 years, the ratio of population in the City of Kissimmee to the population in Osceola County declined from 28% in 2000 to ~~20~~18% in ~~2015~~2024. ~~Assuming this ratio will continue to decrease by 1% every 5 years, a ratio of the projected County population was used to project the City of Kissimmee's population.~~ The City of Kissimmee is projected to have ~~92,445~~102,384 residents in ~~2045~~2050. Comprehensive plan amendments should support the population projected for a ~~five~~ ten year planning horizon and a longer-term horizon of ~~2045~~2050.

Table 1-7: City of Kissimmee Population Projections, ~~2020~~2025-~~2045~~2050

~~Year~~	~~2020~~	~~2025~~	~~2030~~	~~2035~~	~~2040~~	~~2045~~
~~Osceola County Population~~	~~372,800~~	~~435,200~~	~~491,200~~	~~537,600~~	~~577,600~~	~~616,300~~
~~City to County Ratio~~	~~20%~~	~~19%~~	~~18%~~	~~17%~~	~~16%~~	~~15%~~
~~City of Kissimmee Population Projection~~	~~74,560~~	~~82,688~~	~~88,416~~	~~91,392~~	~~92,416~~	~~92,445~~

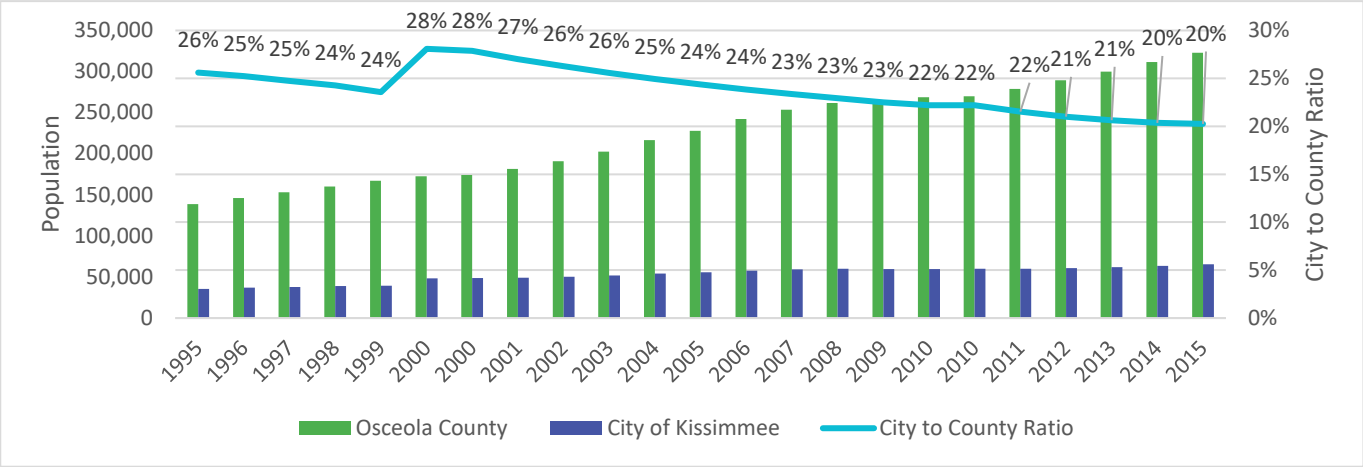
Year	2025	2035	2050
Osceola County Population	468,999	582,301	694,998
City to County Ratio	18%	16%	15%
City of Kissimmee Population Projection	85,827	94,822	102,384

~~*Note: County population projections (2020-2045) from Osceola County Comprehensive Plan update (2017).*~~

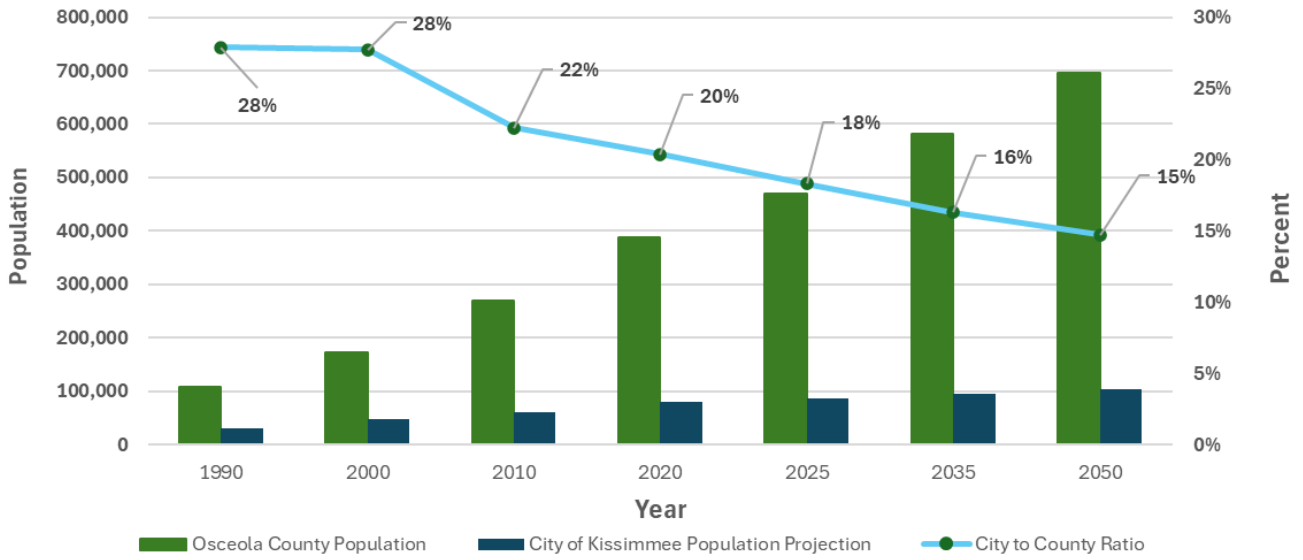
Source: Shimberg Center for Housing Studies, Bureau of Economic and Business Research

The data show increases in projected population throughout the planning period, though the rate of increase is projected to slow over time. The City's rate of population increase is proportionally tied to the County's rate of increase, and is forecast to decline over time. However, based on the County's development intentions within their Urban Expansion Area mixed use districts, which may not be reflected in the calculations above, the City's proportionate share of the County's growth may become even smaller than indicated above.

Figure 1-11: Population with Projections through ~~2020-2045~~2050



~~Source: U.S. Census Bureau, 2017~~



Source: US Census, Shimberg Center for Housing Studies, Bureau of Economic and Business Research

The total population projections are an important component of the overall evaluation, as they will serve as the basis for calculations regarding impacts to public facilities and level of service maintenance within the City through the planning horizon. The extent to which the seasonal population will influence the population projection is unknown because the primary data sources no longer provide this information.

Ability to Meet Demand for Residential Land Uses

In ~~2040~~2050, the City projects ~~92,416~~102,384 persons and 35,184 ~~32,427~~ households.

The Housing Element provides a projected housing demand analysis based on the City's population projections and Florida Housing Data Warehouse in Table 3-20. In ~~2040~~2050, the City's projected population is ~~92,416~~102,384 persons and ~~32,427~~35,184 households. A GIS analysis of available vacant residential land and mixed use area redevelopment was performed to evaluate whether the City has sufficient land to support this population and housing unit need. Table 1-8 shows acreage for each residential land use category, the amount of developed land, and the maximum permitted density, which is used to calculate the number of dwelling units that are possible. The intent is to determine how close to the maximum density the City's residential land uses have been built. ~~The calculations use the maximum densities that existed prior to this Comprehensive Plan update, which are lower.~~ This total (~~35,430~~46,408) is then compared to the total number of units in the City (30,542~~27,156~~), and a proportion of maximum density is reached. In this case, the analysis determines that overall the City's residential uses have been built to about ~~77~~ 65 percent of their maximum densities, based on the densities of existing residential future land uses.

Table 1-8: City of Kissimmee Maximum Residential Units, Based on Developed Residential Lands

~~Future Land Use Category~~	~~Total Future Land Use Acreage~~	~~Developed Residential Land, in Acres~~	~~Old Maximum Density (du/acre)~~	~~Max. Possible Units, based on Developed Land and Max. Density~~
~~Single Family Low Density Residential (SF-LDR)~~	~~4,055~~	~~2,601~~	~~6~~	~~15,609~~
~~Multi-Family Medium Density Residential (MF-MDR)~~	~~867~~	~~652~~	~~12~~	~~7,818~~
~~Multi-Family High Density Residential (MF-HDR)~~	~~456~~	~~402~~	~~18~~	~~7,244~~
~~Single Family Medium Density Residential (SF-MDR)~~	~~394~~	~~280~~	~~9~~	~~2,523~~
~~Office Residential (OR)~~	~~190~~	~~144~~	~~9~~	~~1,297~~
~~Mobile Home Medium Density Residential (MH-MDR)~~	~~95~~	~~94~~	~~10~~	~~939~~
~~**TOTAL**~~	~~*6,056*~~	~~*4,174*~~		~~**35,430**~~

Future Land Use Category	Total FLU (Acres)	Developed Residential Land (Acres)	Max Density (du/acre)	Max. Units, based on Developed Land and Max. Density
Single Family Low Density Residential (SF-LDR)	3,673.0	2,960.7	6	17,764

Multi-Family Medium Density Residential (MF-MDR)	1073.9	768.6	20	15,371
Multi-Family High Density Residential (MF-HDR)	489.5	383.5	25	9,587
Single Family Medium Density Residential (SF-MDR)	315.8	277.2	9	2,494
Office Residential (OR)	57.1	42.9	9	386
Mobile Home Medium Density Residential (MH-MDR)	80.5	80.5	10	805
TOTAL	*5,690*	*4,513*		*46,408*

Table 1-9 below outlines the potential supply of additional housing units, based on the current availability of vacant land, and the maximum residential densities allowed for each future land use category. This yields a total of ~~15,800~~13,441 net ~~new~~ potential residential units, assuming the remaining vacant lands are built to their maximum allowable residential densities. The vacant mixed use lands are not included in this total, since they are subject to specific development programs.

Table 1-9: City of Kissimmee Net New Housing Units, based on Vacant ~~and~~ Land and Future Land Use Densities

~~Residential Permissive Future Land Use Categories~~	~~2010 Residential Vacant Lands (in acres)~~	~~Maximum Density (du/acre)~~	~~Max. Total Units, by Future Land Use~~
~~Single Family Low Density Residential (SF-LDR)~~	~~1,453.2~~	~~6~~	~~8,719~~
~~Multi-Family Medium Density Residential (MF-MDR)~~	~~215.2~~	~~20~~	~~4,304~~
~~Multi-Family High Density Residential (MF-HDR)~~	~~53.2~~	~~25~~	~~1,330~~
~~Single Family Medium Density Residential (SF-MDR)~~	~~113.5~~	~~9~~	~~1,021~~
~~Office Residential (OR)*~~	~~46.1~~	~~9~~	~~415~~
~~Mobile Home Medium Density Residential (MH-MDR)~~	~~1.2~~	~~10~~	~~12~~
~~**TOTAL**~~	~~**1,882.33**~~		~~**15,800**~~

Residential Permissive Future Land Use Categories	2024 Residential Vacant Lands (in acres)	Maximum Density (du/acre)	Max. Total Units, by Future Land Use
Single Family Low Density Residential (SF-LDR)	712.30	6	4,274
Multi-Family Medium Density Residential (MF-MDR)	305.3	20	6,106
Multi-Family High Density Residential (MF-HDR)	106	25	2,650
Single Family Medium Density Residential (SF-MDR)	38.6	9	347
Office Residential (OR)*	14.2	9	63.9
Mobile Home Medium Density Residential (MH-MDR)	0.02	10	0.2
TOTAL	**1,176**		**13,441**

**Assumes only half the OR acreage develops as residential uses.*

If the future demand is approximately ~~32,500~~35,184 units and there are ~~27,000~~30,542 in the City now, then sufficient land for an additional ~~5,500~~ 4,642 units must be available in the City. Table 1-9 shows that as much as ~~15,800~~16,400 may be possible on vacant residential designated land, and the large areas where mixed uses are proposed in the redevelopment areas will support the development of even more housing units. There is a sufficient amount of land in the City assigned residential or mixed use future land uses to supply the projected housing demand through the planning period.

However, these calculations assume population growth will continue as projected and future land use categories will not change. Housing demand is a dynamic figure and is affected by many influences including changes in the local economy, household income, inflation, and the number of seasonal visitors.

PUBLIC FACILITY CAPACITY

The City of Kissimmee has not identified any capacity or supply deficiencies in its public facilities and services. The section below identifies the types of public facilities and services that are subject to adopted Level of Service (LOS) standards, and in which chapter of the Comprehensive Plan further descriptions of the City's ability to meet level of service demands or the planning period can be found.

The City has adopted LOS standards for each of the following types of public facilities and services. Amendments to the Future Land Use Map must provide data and analysis to demonstrate whether a proposed development or redevelopment project will create demand beyond the available supplies of public facilities. In the event that a project creates more demand than is available, mitigation of one form or another must be provided. Details regarding forms of mitigation, and the circumstances for which they would be needed are included in the Plan elements associated with each type of public facility.

TRANSPORTATION SYSTEM

The City adopts multimodal quality of service (QOS) standards for roadway and non-roadway transportation facilities, including transit, bicycling, and walking. A long-term master plan guides the development of projects that are included in the Capital Improvements Element. Detailed discussions of this public facility occur in Chapter 2: Transportation Element.

POTABLE WATER SUPPLY

The City's supply of potable water is adequate to support the projected population through the planning period. Detailed discussions of this public facility occur in Chapter 4A: Potable Water Sub-Element of the Public Facilities Element.

Sanitary Sewer Capacity

The City's capacity for sanitary sewer is adequate to support the projected population through the planning period. Detailed discussions of this public facility occur in Chapter 4B: Sanitary Sewer Sub-Element of the Public Facilities Element.

Stormwater Management Facilities

The City's ability to manage stormwater runoff is adequate to support the projected population through the planning period. Detailed discussions of this public facility occur in Chapter 4C: Stormwater Management Sub-Element of the Public Facilities Element.

Solid Waste Facilities

The City's capacity for the disposal of solid waste is adequate to support the projected population through the planning period. Detailed discussions of this public facility occur in Chapter 4E: Solid Waste Sub-Element of the Public Facilities Element.

Recreation Facilities

The City's supply of recreation facilities is adequate to support the projected population through the planning period. Detailed discussions of these facilities occur in Chapter 6: Recreation Element.

Summary

The City's vision of a more urban community of transit-oriented and walkable centers, villages, and corridors has been in the implementation process for several years. These progressive land use policies, incorporating mixed land uses, higher densities and intensities near premium transit, and requirements for pedestrian-oriented urban and site design will serve to help the City achieve its vision much more effectively and efficiently.

Implementing compact, mixed use development and redevelopment to promote an existing urban center is among the primary methods by which to combat urban sprawl, and reduce vehicle miles traveled. These techniques also increase overall energy efficiency through the incorporation of a multimodal transportation system, and also conserve resources through the construction of new buildings and neighborhoods with smaller footprints due to their increases in density and intensity.

The Future Land Use Map, and the policies in this Element, will continue to lead the City toward a prosperous future throughout the planning period and beyond.



2 TRANSPORTATION

~~Data, Inventory, and Analysis~~Goals, Objectives, and

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Kissimmee 2040 2050 Comprehensive Plan

Transportation

Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
Fort Lauderdale, FL 33309

Amendments:

Amended February 2026; Amendment No. 25-01ER
Amended December 7, 2021; DRC#21-097; DEO Amendment No. 21-02ESR
Adopted November 20, 2018; DRC#18-057; DEO#18-1ER

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives and implementing policies for the Transportation Element pursuant to §163.3177(6)(b) Florida Statutes.

GOAL 2.1: MULTIMODAL NETWORK.

Plan and provide for a safe and efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing livability and community needs.

OBJECTIVE 2.1.1: SAFE TRANSPORTATION SYSTEM.

The City shall continue to establish a safe multimodal transportation network through development and implementation of level or quality of service (QOS) standards for all modes and providing associated improvement, urban design and funding strategies.

POLICY 2.1.1.1: CITYWIDE STANDARDS

The City shall maintain multimodal standards to address its designation as a Dense Urban Land Area and Multimodal Transportation District.

POLICY 2.1.1.2: COMPLETE STREETS TO PROMOTE PUBLIC HEALTH AND ACTIVE MOBILITY.

The City shall continue to promote the development of an integrated Complete Streets network through the inclusion of public transit, bicycle, and pedestrian facilities for people of all ages and abilities to promote public health and active mobility.

POLICY 2.1.1.3: STREET TYPOLOGIES.

The City shall maintain a distinct hierarchy of three street types within the City. These street typologies include:

- 'A' streets are vehicular emphasis streets with a regional mobility focus
- 'B' streets are pedestrian and bicycle emphasis streets that support major local destinations
- 'C' streets are residential and non-residential streets with lower speeds that provide local access

POLICY 2.1.1.4: REDUCE FATALITIES, INJURIES AND CRASHES.

In September 2024 under RES #26-2024, the City adopted the Kissimmee Vision Zero Action Plan with the goal of eliminating traffic deaths and serious injuries on

roads within the City by 2050. The City shall be guided by and actively implement the adopted Vision Zero Action Plan, utilizing its data-driven strategies and Safe System approach. This includes a commitment to ongoing design, engineering, enforcement, education, and evaluation initiatives to create a safe, equitable, and accessible transportation system for all road users, particularly the most vulnerable.

Further, the City will encourage the facilitation of transportation planning and design, roadway improvements, enforcement, and education to support a fatality-free transportation system that offers residents a safe multimodal network. As part of this effort the City should continue to engage with regional efforts and the MetroPlan Orlando's Vision Zero Central Florida initiative to identify potential areas of concern and strategic solutions.

OBJECTIVE 2.1.2: EFFICIENT MULTIMODAL NETWORK.

The City shall continue to maintain a Multimodal Transportation District (MMTD) that is designed to enhance quality of service for all modes of transportation.

POLICY 2.1.2.1: MULTIMODAL TRANSPORTATION DISTRICT.

Pursuant to F.S. 163.3177(6)(a) the MMTD will be maintained within the boundaries indicated on the Future Land Use Map District Boundaries map. Within the MMTD, transportation issues shall be mitigated by:

- Designing development to safely promote an increase in walking, biking, and transit use while reducing vehicle trip lengths and vehicle miles of travel.
- Contributing towards the achievement of the multimodal quality of service standards through completion or contribution towards multimodal transportation improvements, payment of the transportation mobility fee, or similar contributions that shall be proportionate to a development's transportation impact.

POLICY 2.1.2.2: QUALITY OF SERVICE STANDARDS.

Within the MMTD, the City shall meet the quality of service standards for pedestrian and cycling facilities as well as for transit facilities. The City shall also continue to pursue strategies to preserve vehicular mobility on major thoroughfares, with emphasis on Statewide Intermodal System (SIS) and regionally significant roadways. Any proposed development with a traffic impact on a deficient facility (as established by the monitoring report in Policy 2.1.2.4) that fails to meet the quality of service standards shall be required to mitigate such

impacts through appropriate roadway or multimodal mitigation strategies or by paying proportionate share fees toward the achievement of these strategies.

Outside of the MMTD, the City adopts a LOS D standard for the peak hour for major thoroughfares (arterials and collectors).

Policy 2.1.2.3: MMTD Street Typologies.

The City shall maintain a distinct hierarchy of three street types within the MMTD. These street typologies include:

'A' streets are vehicular emphasis streets with a regional mobility focus

'B' streets are pedestrian and bicycle emphasis streets that support major local destinations

'C' streets are residential and non-residential streets with lower speeds that provide local access

Objective 2.1.3: Access to Destinations

The City shall maintain a transportation network that provides access to major local destinations and employers throughout the City.

Policy 2.1.3.1: Convenient Transportation Network.

Strategies to enhance access to destinations shall include the development of multimodal infrastructure, including a circulator, and increasing connectivity through the development of parallel and alternate routes.

Policy 2.1.3.2: Bicycle and Pedestrian Facility Improvements Near Transit.

The City shall continue to promote the improvement and expansion of bicycle and pedestrian facilities citywide, focusing on improved access in the Downtown and Vine Street Community Redevelopment Areas, the MMTD, and near transit corridors and stations.

Objective 2.1.4: ADA and Transportation Disadvantaged.

The City shall increase mobility for the transportation disadvantaged who reside, work, and/or visit the City of Kissimmee in accordance with the most recent Americans with Disabilities Act Title II Regulations, and City of Kissimmee Land Development Code.

Policy 2.1.4.1: Promote Coordinated Service Approach.

The City should encourage development of a coordinated paratransit service approach to providing transportation for the elderly and handicapped in Kissimmee by working with LYNX, Osceola County, and social service providers.

Objective 2.1.5: Encourage the Development of Rail and Premium Transit Service

The City shall continue to work with other regional public agencies to promote the development of regional and intercity rail and premium transit service to and through Kissimmee.

Policy 2.1.5.1: Promote Metropolitan Area Passenger Rail and Transit Connections.

The City shall continue to coordinate with Osceola County, LYNX, MetroPlan Orlando and other public agencies in the region to implement passenger rail service (SunRail) from the Kissimmee Intermodal Transportation Center (KITC) to Orlando and other regional activity centers, in conjunction with a last mile service to provide local connections within the City to the Multimodal Station.

Policy 2.1.5.2: Promote Continued Intercity Service.

The City shall continue to coordinate with Amtrak to maintain, if not increase, the level of intercity train service provided through Kissimmee, and provide adequate intercity train station facilities. The City shall also promote regional efforts to develop a cross-state, high speed passenger rail connection between major nearby municipalities that connects with a downtown multimodal station.

Objective 2.1.6: Strengthen Inter-Agency Partnerships to Implement Multimodal Network Improvements

The City of Kissimmee shall continue to coordinate multimodal transportation planning and improvements with other governmental agencies including but not limited to the Florida Department of Transportation (FDOT), Osceola County, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority, LYNX, and the East Central Florida Regional Planning Council to achieve planned improvements to transportation facilities and services.

Policy 2.1.6.1: Implementing Transportation Planning and Coordination.

The City shall continue to review present and future transportation plans and programs of the FDOT, Osceola County, the Osceola County Expressway Authority, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority, LYNX, and the East Central Florida Regional Planning Council to maintain compatibility with the City's vision for future development as outlined in

the Comprehensive Plan and to ensure the City's Comprehensive Plan is consistent with regional plans.

Objective 2.1.7: Programming Multimodal Transportation Improvements

The City shall develop and maintain an implementation program for multimodal transportation infrastructure and services within the City of Kissimmee and surrounding areas with available financial resources.

Policy 2.1.7.1: Improvement Program.

The City of Kissimmee shall annually update the Five Year Capital Program in conjunction with FDOT's Five Year Work Program and MetroPlan Orlando's Transportation Improvement Program Update. Transportation projects programmed by Osceola County, FDOT, Central Florida Expressway Authority, MetroPlan Orlando, and LYNX will be identified. Top priority mobility projects shall be incorporated in the Five Year Schedule of Capital Improvements and annual budget accordingly.

Policy 2.1.7.2: Funding Sources.

Funding sources for transportation projects shall be reviewed annually with available funding projected for future years and allocated to projects in accordance with the Comprehensive Plan, Five-Year Schedule of Capital Improvements, and annual budget. New funding sources for City transportation projects including but not limited to, taxing strategies, special bonding, and utility assessments, shall be explored. The mobility fee structure shall continue to be maintained to address multimodal operations throughout the City.

Goal 2.2: Complementary Land Use & Urban Form

Provide a multimodal friendly community for residents of, workers in, and visitors to the City of Kissimmee that enhances connections between land uses and creates a sustainable urban form.

Objective 2.2.1: Linking Land Use and Transportation

The City shall work to integrate bicycle, pedestrian, and transit facility improvements into site developments and roadway projects in the City of Kissimmee to better connect land uses with multiple modes of transportation.

Policy 2.2.1.1: Encourage Bicycle and Pedestrian Friendly Design.

The City shall continue to promote walking and the use of bicycles by encouraging bicycle and pedestrian-friendly design in new developments, including

redevelopment projects to the extent feasible, and the provision of support facilities such as benches, bicycle facilities, bicycle lockers, and showers.

Policy 2.2.1.2: Preservation of existing street connectivity.

The City shall ensure that street connectivity is not lost over time by prohibiting street vacations for public and private development uses. In cases of true hardship, street vacations will be permitted only when the proposed new development will provide new street connection elsewhere that will result in no loss of street connectivity City-wide.

Objective 2.2.2: Linking Housing and Transportation

The City of Kissimmee shall continue to encourage multiple modes of transportation to and from residential land uses by enhancing mobility in communities and improving accessibility to uses and services.

Policy 2.2.2.1: Transit and Density.

The City shall continue to encourage land uses that support transit as established in the Future Land Use Element.

Policy 2.2.2.2: Encourage Land Use Development Patterns that Support Multiple Modes of Transportation.

The City shall continue to support mixed-use development and redevelopment options in the MMTD by encouraging relevant policies in the Future Land Use Element.

POLICY 2.2.2.3: Density Support.

Transportation infrastructure and services shall support residential, non-residential, and mixed use land uses.

Objective 2.2.3: Preserving mobility on A Streets.

The City shall preserve mobility on A-Streets for all modes of transportation including vehicles, transit, as well as non-motorized forms of transportation.

Policy 2.2.3.1: Access Management.

The City of Kissimmee shall continue to follow access management guidance as established in the Administrative Rule 14-97 section of the FDOT Access Management Handbook, and the Access Management section of this Transportation Element.

OBJECTIVE 2.2.4: PRESERVATION OF RIGHT-OF-WAY TO IMPLEMENT MULTIMODAL NETWORK

The City of Kissimmee shall continue to protect existing and future right-of-way needs by requiring all proposed developments to reserve or dedicate right-of-way to maintain an interconnected roadway system for multiple modes of transportation.

POLICY 2.2.4.1: TRAFFIC CIRCULATION MAP.

The City of Kissimmee hereby adopts the City of Kissimmee 2050 Number of Lanes Map as the future roadway network map. The Existing Roadway Classification Map shall establish the functional classification of the roadways within the City.

POLICY 2.2.4.2: STANDARDS OF FUTURE ROAD RIGHT-OF-WAY ACQUISITION.

The City of Kissimmee hereby maintains the minimum standards for road right-of way (ROW) as identified in the ROW Reservation Map. Right-of-way width may vary on existing roadways in accordance with a completed right-of-way needs assessment.

POLICY 2.2.4.3: MANDATORY RIGHT-OF-WAY DEDICATION/TRANSPORTATION FEES.

The City of Kissimmee shall maintain a program for mandatory dedication of right-of-way and implementation of transportation mobility fees. As a condition of development approval associated with plats, replats, planned unit developments, or site plans, ROW or mobility fees shall be provided to improve the multimodal network. The purpose and intent of such a program shall be to assure that: 1) adequate rights-of-way and necessary improvements are dedicated and developed concurrent with the impacts of new development, and 2) the cost of such improvements shall be borne by the developer generating the need for the facilities.

POLICY 2.2.4.4: PEDESTRIAN AND BICYCLE WAYS – NEW CONSTRUCTION.

Sidewalks, bicycle lanes and/or shared-use paths shall be required on both sides of the street with the dedicated non-pavement, right-of-way within the City boundaries for any new road construction, road widening, or resurfacing, unless a suitable alternative can be provided.

POLICY 2.2.4.5: PEDESTRIAN AND BICYCLE WAYS – EXISTING ROADWAYS

The City shall continue to prioritize projects that install sidewalks, accommodate bicycle facilities, and shared-use paths within the non-pavement right-of-way portions of existing collectors and higher classified roadways within the MMTD and

within two miles of schools. The City shall continue to preserve existing bicycle facilities and/or shared use paths whenever a roadway is scheduled for widening.

Policy 2.2.4.6: Pedestrian and Bicycle Ways – Gap Infill

The City shall continue to prioritize projects that fill in gaps in sidewalks, bicycle lanes, and/or shared use paths where the facilities are not continuous on existing roadways.

Goal 2.3: Economy and Environment

Plan and provide for an energy efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing infrastructure, providing travel options, and promoting infill and/or targeted development areas.

Objective 2.3.1: Green Infrastructure – New Multimodal Facilities Construction

The City shall continue to require all new multimodal facilities to incorporate green infrastructure where physically and financially feasible.

Policy 2.3.1.1: Green Infrastructure Design.

The City shall promote site planning and design for multimodal facilities which utilize an energy efficient design as established in the Conservation Element.

Objective 2.3.2: Community Infrastructure to Enable Compact Development Patterns

The City shall continue to pursue compact development patterns that are designed to encourage pedestrian, bicycle, and transit travel throughout the community as established in the Future Land Use Element.

Policy 2.3.2.1: Compact Developments.

Developments within the City shall emphasize human-scaled development as established in the Future Land Use Element. Strategies to promote human-scale development may include smaller block sizes, mixed use land uses, and higher densities. Additionally, development patterns should be supportive of premium transit service (i.e. bus rapid transit, bus circulators, and connections to commuter rail).

Policy 2.3.2.2: Integrate Transit Improvements into Site Developments and Roadway Projects.

The City shall identify appropriate transit facility improvements, such as passenger waiting area pads, shelter pads, and bus turnout bays to be incorporated into site

development and roadway projects, and provide appropriate standards for site/civil engineers to design such improvements.

Objective 2.3.3: Establish Transportation Demand Management Programs to Enhance Travel Options

The City shall coordinate with Central Florida Regional Transportation Authority (LYNX) to develop Transportation Demand Management Programs that identify potential strategies to be applied by the public and private sectors to reduce auto travel in the City, and promote transit usage or travel by non-motorized means.

Policy 2.3.3.1: Community Marketing Program.

The City should continue to coordinate with the Central Florida Regional Transportation Authority (LYNX) to design and implement a marketing and community relations program aimed at increasing transit usage or travel by non-motorized means by residents of the City.

Policy 2.3.3.2: Regional Transportation Management.

The City of Kissimmee shall continue to work in coordination with MetroPlan Orlando and associated counties to develop one Transportation Management Center network to cohesively manage travel in the region.

Objective 2.3.4: Economic Advantage for Infill and Targeted Development Areas.

The City of Kissimmee shall promote infill and targeted development areas in the City to encourage development that is supportive of the City's multimodal environment.

Policy 2.3.4.1: Targeted Industries.

The City of Kissimmee shall encourage companies listed in their targeted industries categories per Policy 10.2.1.1 to locate within the City.

Policy 2.3.4.2: Activity Centers.

The City shall encourage development in key activity centers per Policies 10.2.2.1 – 10.2.2.4.

Policy 2.3.4.3: Multimodal Transportation Infrastructure.

Multimodal transportation infrastructure shall be implemented where necessary to support economic development per Policies 10.3.1.1 – 10.3.1.3.

Goal 2.4: Aviation

Continue to maintain a safe and economically viable airport in the city.

Objective 2.4.1: Compatibility with Planning Documents and Land Use Standards to Preserve Airport Facilities

The City shall continue to maintain land use standards to address protection of the Kissimmee Gateway Airport from encroachment of incompatible land uses and assure that any expansion of the Kissimmee Gateway Airport or airport related uses are compatible with the City Comprehensive Plan, the Kissimmee Gateway Airport Master Plan, and the Kissimmee Gateway Airport Economic Development Study. The City shall make the most efficient use of their authority by cooperating with other localities through interlocal agreements related to airport regulations and surrounding land use compatibility.

Policy 2.4.1.1: Evaluate Surrounding Land Uses.

The City shall continue to review all proposed development applications to ensure the development is appropriate given the distance from and proximity to the airport. The City shall periodically evaluate its Kissimmee Gateway Airport Economic Development Study for compliance with state statutes.

Policy 2.4.1.2: Consistency of Improvements with Other Plans.

The City shall continue to support airport improvement proposals that are consistent with the City's Comprehensive Plan and the Kissimmee Gateway Airport Master Plan.

Objective 2.4.2: Adequate Transportation and Utility Connections

The City shall provide adequate transportation and utility connections to meet the airport's future needs.

Policy 2.4.2.1: Coordination with Transportation Element of City Comprehensive Plan.

Improvements to the roadway, pedestrian, bicycle, and transit networks needed to improve access to Kissimmee Gateway Airport shall be consistent with the Airport Master Plan and included in the City's Comprehensive Plan.

Policy 2.4.2.2: Coordinate with LYNX for Regional Transit Access.

The City shall continue to coordinate with LYNX and other relevant governmental agencies to provide transit access to the Kissimmee Gateway Airport that meets the needs of employees, residents, and visitors.

Policy 2.4.2.3: Coordinate Utility Improvements with Airport Development.

Suitable water, wastewater, and other utility improvements shall be provided in conjunction with airport development.

GOAL: 2.5: FREIGHT RAIL AND PIPELINE FACILITIES

Continue to manage freight rail and pipeline facilities in a manner, which promotes the best interests of the city's residents, businesses, and visitors.

OBJECTIVE 2.5.1: ADJUST FREIGHT RAIL SERVICE

The City shall continue to promote efforts to make adjustments to freight rail operations in the Kissimmee area, by providing for safer operations, improving service to local businesses, and using the existing mainline corridor primarily for future passenger rail service.

POLICY 2.5.1.1: REALIGN FREIGHT SERVICE.

The City shall continue to maintain the dual supporting services of FDOT freight operations to areas with a greater potential to benefit from freight services and shall support the utilization of rail facilities for passenger service and local freight service.

POLICY 2.5.1.2: PROVIDE SAFE RAILROAD/HIGHWAY GRADE CROSSINGS.

The City will continue to coordinate with FDOT to identify railroad/highway grade crossings in the City in need of improvement, particularly increased crossing protection. Any opportunities for closed and new crossings will also be identified. Additionally, the City of Kissimmee shall require "quiet zones" per the Florida Railroad Administration Train Horn Rule where deemed necessary, appropriate and financially feasible.

OBJECTIVE 2.5.2: PIPELINE FACILITIES

New pipeline facilities shall be developed and maintained through Kissimmee in the most cost-effective and safe manner, with minimal disruption to neighborhoods, businesses, the environment, and in a manner that is aesthetically pleasing.

POLICY 2.5.2.1: CONSOLIDATION OF FACILITIES.

The City shall encourage the development of new, underground pipeline facilities in existing pipeline corridors, with these facilities suitably protected from adjacent land uses.

POLICY 2.5.2.2: PROTECT PIPELINE CORRIDORS.

The City shall protect pipeline facilities from the encroachment of new incompatible land uses through implementation of the Future Land Use Element.

~~Executive Summary~~

~~Introduction~~



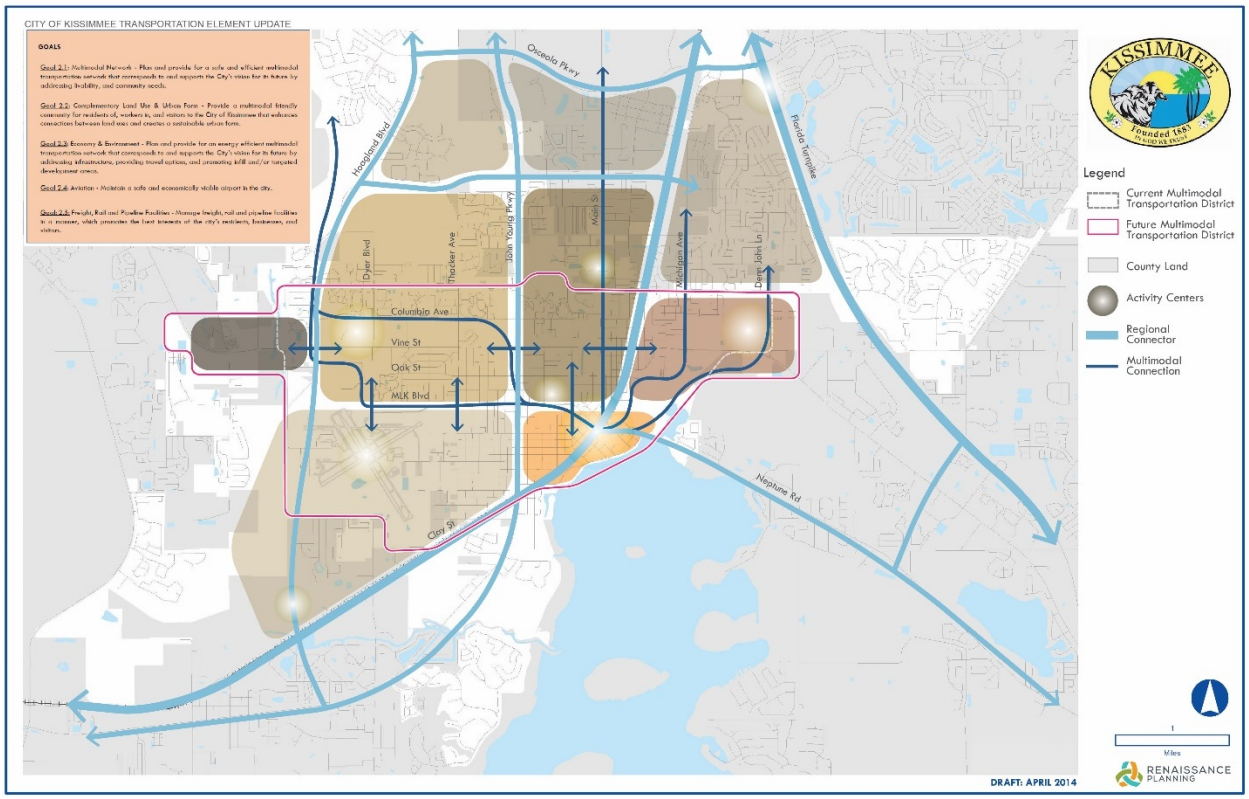
~~The City of Kissimmee desires to implement a Transportation Element that will enhance economic opportunity through greater accessibility and add to the City's quality of life and uniqueness for both residents and visitors alike. While once focused primarily on serving the needs of the automobile, the City has shifted its way of thinking about transportation and land use by adopting a Multimodal Transportation District covering a majority of the City in 2008. This approach addresses future transportation through development of a connected multimodal transportation network as an efficient way to increase mobility and accessibility while also linking economic development, quality of life and preservation of the natural environment.~~

~~There are several, overlapping regulatory boundaries – the Multimodal Transportation District, the Vine Street Community Redevelopment Area, the Downtown Community Redevelopment Agency (CRA) and the Vine Street Overlay Districts — each of which has their own distinct set of strategies to support desired redevelopment and create better accessibility and mobility. The updated Transportation Element extends these same multimodal strategies and roadway typologies citywide to better connect people who live, work and play in the City of Kissimmee. One of the ways the City will be able to create complete streets, or streets that accommodate the needs of all users, is by preserving right-of-way along key transportation corridors throughout the City. And while the City recognizes that all modes should be accommodated to some degree, there are distinct areas within the City that are more appropriate for different mode types based on the surrounding area context.~~

~~The Vision~~

~~The strategic vision for the City of Kissimmee is to extend the multimodal goals and objectives citywide to create and maintain an economically healthy and energy efficient multimodal transportation network. This Transportation Element seeks to link the City's eight activity centers through a combination of regional and multimodal connections. The expansion of multimodal transportation strategies citywide creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding area's context and anticipated future development patterns over the next 25 years.~~

~~Figure 2-1: Kissimmee Transportation Vision~~



~~The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs (such as regional mobility or local trip-making) and built environment. This hierarchy of streets further orient each street type towards either motorized or non-motorized mobility. The two are not mutually exclusive, but there are specific strategies and cross sections that respond to the prioritized mode(s) by varying the target speed, sizing the sidewalks, adding transit treatments, modifying lane widths, and improving signage and lighting.~~

Street typologies reflecting that hierarchy include A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility) and C Streets (high local accessibility). From this point forward, all new roadways will be classified at time of dedication.



GOALS, OBJECTIVES, AND POLICIES

The City's Transportation Element Goals, Objectives, and Policies were revised to expand the multimodal transportation approach citywide. By defining goals and measurable objectives, and linking those with key economic development strategies and multimodal performance measures, the City will be able to monitor and enhance the quality of service for the various mode types including walking, biking, riding transit, and driving.

The revised Goals, Objectives, and Policies include some key changes, including placing more emphasis on complementary land use and urban form as well as the relationship between transportation, economy and energy. The City of Kissimmee's Comprehensive Plan establishes the linkage between land use and transit as well as policies that support mixed-use land uses and the supporting of different density thresholds, where appropriate. However, the Transportation Element expands upon the connections between transportation, economy and energy by emphasizing the link between land uses and transportation as well as the linkage between housing and transportation. Additionally, the Transportation Element articulates the importance of preserving mobility on A-Streets for all mode types despite the primarily automobile-oriented nature of these types of streets.

The Economy and Environment section of the Transportation Element aims to plan and provide an energy efficient multimodal transportation network citywide. Objectives and policies stress incorporating green infrastructure, when possible, into site planning for multimodal facilities and promoting human-scale developments that encourage walking, biking and riding transit. Additionally, the City is supporting a multimodal environment by promoting infill and targeted development areas in the City, including the Kissimmee/Osceola County Enterprise Zone.

~~DATA INVENTORY & ANALYSIS~~

~~The Data Inventory and Analysis includes an examination of the existing and future transportation needs of the City of Kissimmee, both motorized and non-motorized. The City recognizes the importance of having an integrated transportation system that emphasizes different mode(s) depending on the specific location within the City.~~



~~The multimodal emphasis of the Transportation Element is intended to give people more transportation choices and to lower the percentages of those who drive alone. Kissimmee has been working to transform its downtown into the main transportation hub area of the City with the LYNX Kissimmee Intermodal Center Transportation (KITC) station located at Neptune Road and Pleasant Street. The station now realigns several of the LYNX buses that used to make transfers at the Osceola Square Mall to downtown. The station also serves customers of SunRail, Amtrak and the planned US 192 Bus Rapid Transit line.~~

~~The City of Kissimmee's bicycle and pedestrian networks are continually being improved and expanded upon to provide better accessibility and quality of service to both residents and visitors. The majority of roadways in the City contain sidewalks and many incorporate bicycle facilities. Additionally, there are several on- and off-street bicycle facilities that are either existing, funded, or planned for construction.~~

~~The roadway network and connectivity varies throughout the City. In areas such as downtown, there are higher levels of connectivity due to the grid street patterns with small blocks; however, the City's more recently developed areas streets are less interconnected and often feature cul-de-sac street patterns that emphasize privacy over connectivity. The City's hierarchy of streets, based on land use and modal emphasis, as well as future right-of-way reservations throughout the City helps prioritize existing and future multimodal planning goals.~~

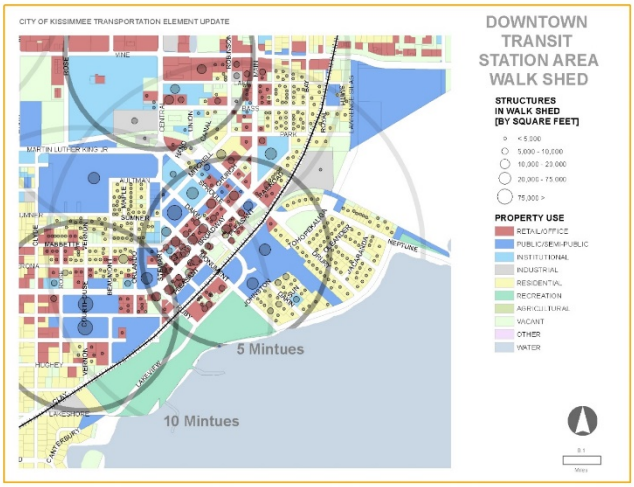
~~Access Management Plan~~

~~Access management is the control of vehicular ingress to and egress from the roadway and adjacent land development. The purpose of access management is to provide for orderly access and traffic flow while maintaining safety for all roadway users. The Transportation Element's Access Management Plan develops planning level recommendations for the implementation of access management techniques based upon the Florida Department of Transportation's (FDOT) Access Management Standards, Chapter 14-97, Florida Statutes. The City of Kissimmee has applied those standards to identify "A" Streets, which are primarily auto-oriented but with multimodal features to accommodate other modes, but the Chapter 14-97 rules apply to all city-maintained roadways. Access management strategy corridors ("A" Streets) include:~~

- ~~US 192 (Vine Street)~~
- ~~US 441 (Main Street/Orange Blossom Trail) – North of US 192~~
- ~~John Young Parkway~~
- ~~Osceola Parkway~~
- ~~Poinciana Boulevard~~

~~Station Area Parking~~

~~The Transportation Element Update includes a review and analysis of existing parking supply as well as future parking needs based on the Land Development Code. As part of the City's multimodal approach to transportation, eight locations that have transit station / stop areas associated with Future SunRail expansion, Planned US 192 Bus Rapid Transit (BRT) and/or the City of Kissimmee Circulator were evaluated to determine where there may be a potential need for additional parking. These Station / Stop area locations are:~~



i. Downtown Transit Station Area

ii. Government Office Area

iii. Medical Campus Area

iv. Bronson Station Area

v. Plaza Del Sol Station Area

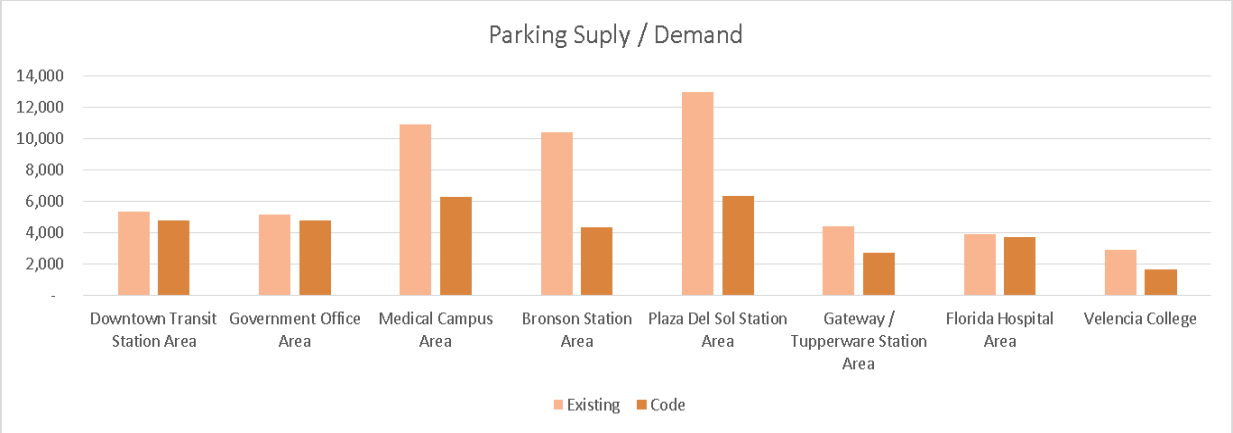
vi. Gateway Tupperware Station Area

vii. Florida Hospital Area

viii. Valencia College Area

Currently, the City has sufficient parking with the combination of both public and private parking to support the existing land uses in each of the Station / Stop areas. Additionally, the Downtown SunRail Intermodal Station's planned public parking facilities will bring the existing parking spaces above future demand. However, the City is working towards creating Transit Oriented Development parking parameters in the Station / Stop areas that could greatly reduce the demand for parking. This could allow for the establishment of parking maximums rather than minimums and further enhance the multimodal objectives of the City.

Figure 2-2: Parking Supply/Demand



~~MOBILITY VISION~~

~~VISION STATEMENT~~

~~To develop and maintain a highly connected multimodal network that provides mobility and accessibility for all users.~~

GOALS

Goal 2.1: Multimodal Network - Plan and provide for a safe and efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing livability, and community needs.

Goal 2.2: Complementary Land Use & Urban Form - Provide a multimodal friendly community for residents of, workers in, and visitors to the City of Kissimmee that enhances connections between land uses and crea~~t~~es a sustainable urban form.

Goal 2.3: Economy & Environment - Plan and provide for an energy efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing infrastructure, providing travel options, and promoting infill and/or targeted development areas.

Goal 2.4: Aviation - Continue to maintain a safe and economically viable airport in the city.

Goal: 2.5: Freight, Rail and Pipeline Facilities - Continue to manage freight, rail and pipeline facilities in a manner, which promotes the best interests of the city's residents, businesses, and visitors.

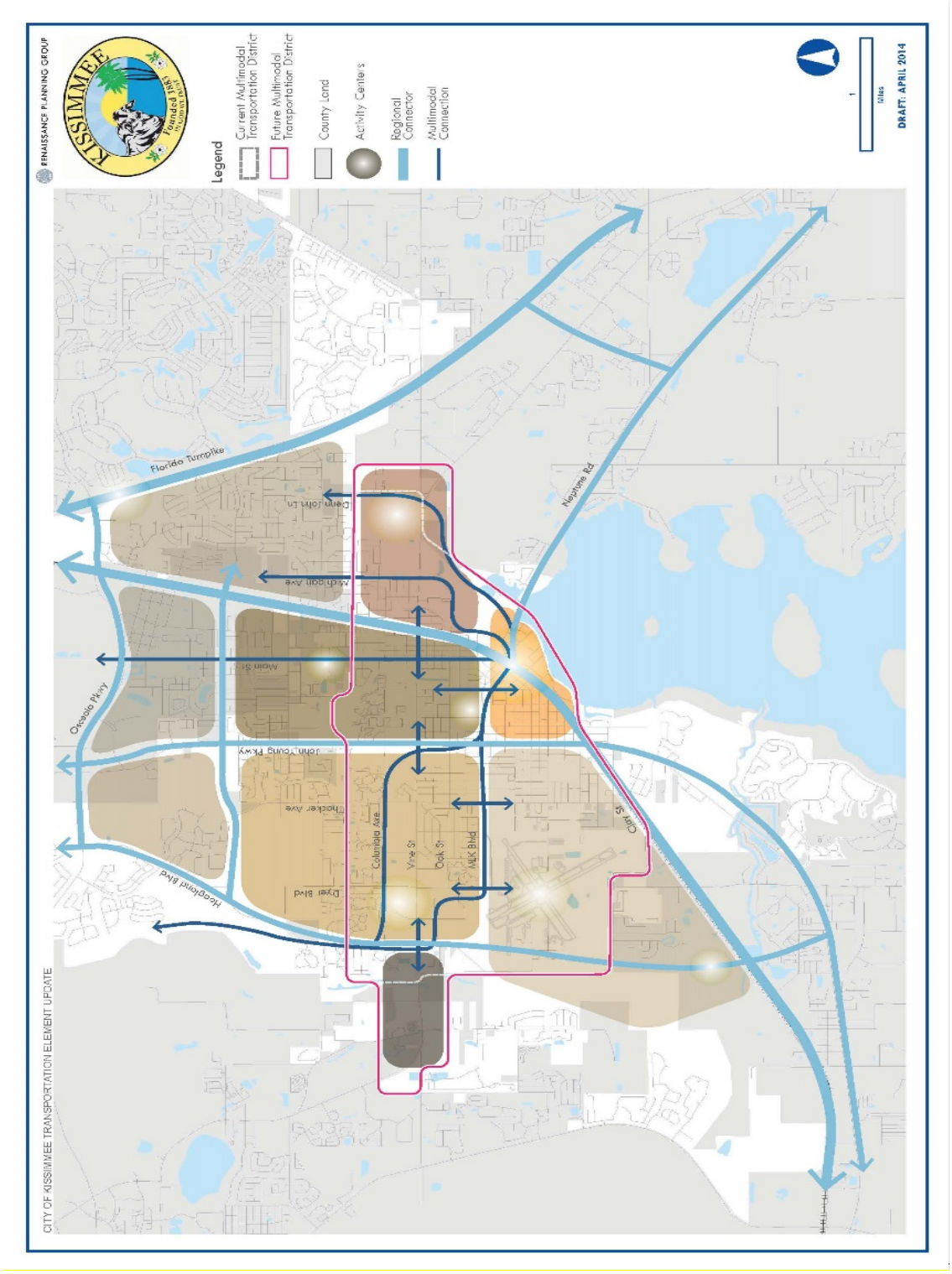
VISION



Transportation plays an important role today and in the future, affecting the quality of life and economic vitality of the City of Kissimmee. The strategic vision for the City of Kissimmee is to extend the multimodal framework citywide, connecting people to destinations supporting economic development and redevelopment initiatives, as well as to link freight and goods to and from the City. This Transportation Element seeks to tie together the City's eight activity centers through a combination of regional and multimodal connections comprised of several features, including streets, sidewalks, bicycle facilities, trails and transit. The expansion of multimodal transportation strategies citywide creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding context and anticipated future development patterns, and will assist the City in preparation for growth and redevelopment for the next 25 years.

Figure 2-1 presents the City's Transportation Vision map, identifying critical connections that are needed to link residential and commercial areas through a robust network of regional and local multimodal facilities and design treatments.

~~Figure 2-3: City of Kissimmee Transportation Vision~~



~~The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs (such as regional mobility or local trip-making) and the built environment. This hierarchy of streets~~

~~further orients each street type toward either regional mobility or local accessibility. The two are not mutually exclusive, but there are specific strategies and cross sections that respond to the modes by varying the target speed, sizing the sidewalks, adding transit treatments, modifying lane widths, and improving signage and lighting.~~

~~Street typologies reflecting that hierarchy include A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility) and C Streets (high local accessibility). New roadways will be classified at time of dedication. The following pages present the organization and typical section illustrations of the street hierarchy and guidance for streetscape design.~~

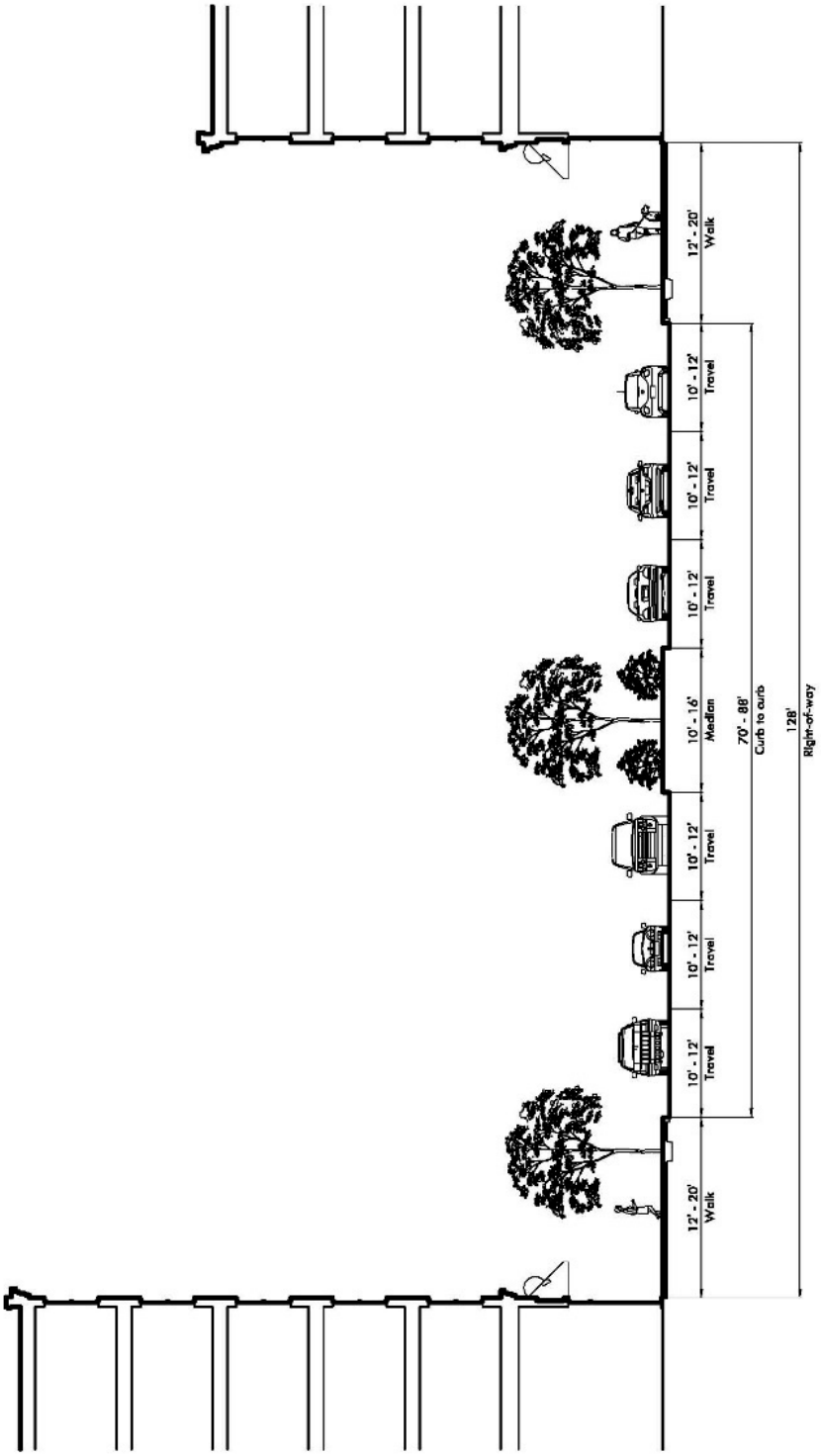
~~STREET TYPOLOGY GUIDANCE~~

~~Table 2-1: Street Typology Guidance~~

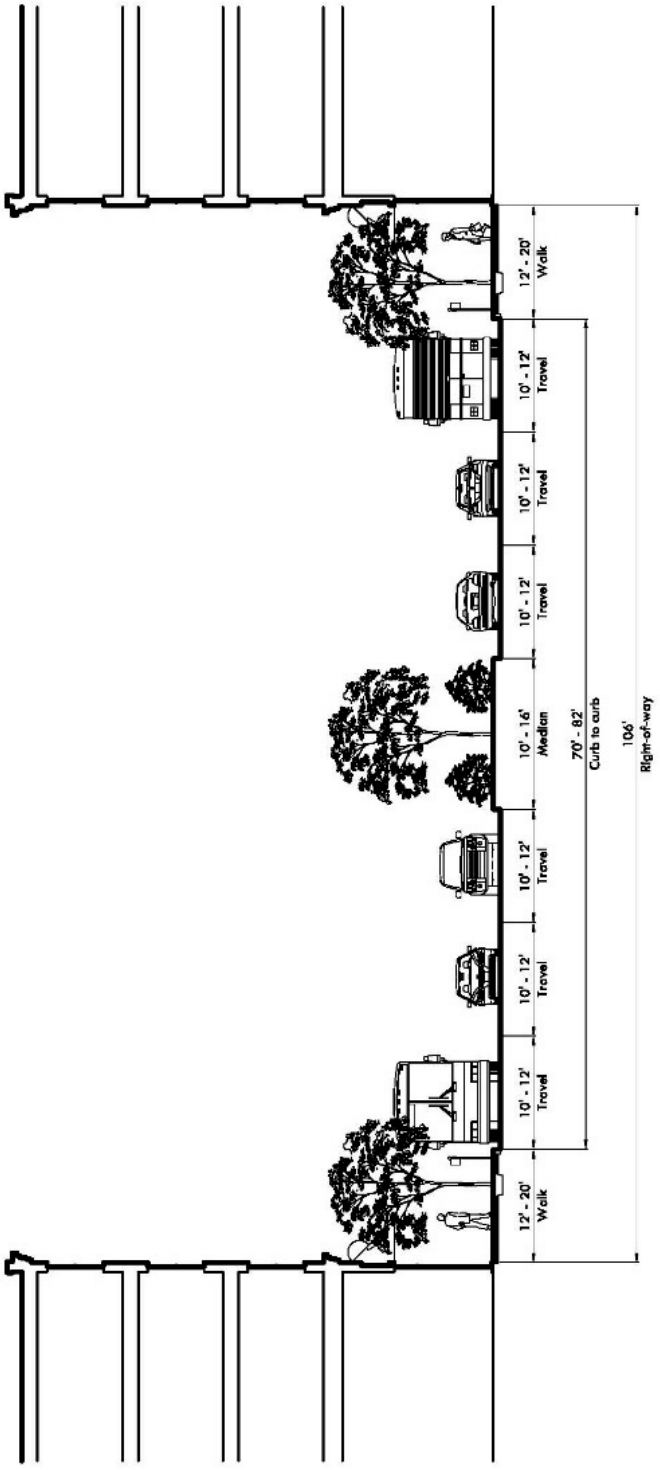
	A Streets			B Streets		C Streets
Streets Criteria	**Vine Street / US 192**	**John Young Parkway**	**90 - 100' Right-of-Way**	**70 - 80' Right-of-Way**	**60 - 70' Right-of-Way**	**50' Right-of-Way**
TRAVELWAY						
Desired Operating Speed	45	45	35	35	30	25
Number of Lanes (bidirectional)	4 - 6	4 - 6	2 - 4	2 - 4	2 - 4	2
Optimum Lane Width	10 - 12 ft.	10 - 12 ft.	10 - 12 ft.	10 - 11 ft.	10 - 11 ft.	10 - 11 ft.
On-Street Parking Width	Not recommended	Not recommended	Not recommended	Optional/7 - 8 ft.	Optional/7 - 8 ft.	Optional/7 - 8 ft.
On-Street Bike Lane Width	Not recommended	Not recommended	5 - 8 ft.	5 - 8 ft.	5 - 8 ft.	Sharrow
Median	16 ft.	16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	N/A
Access Management	See Access Management		Context Sensitive Engineering Manual			
ROADSIDE						
Optimum Sidewalk Through Zone	12 - 20 ft.	12 - 20 ft.	5 - 20 ft.	5 - 10 ft.	5 - 9 ft.	5 - 10 ft.
	Sidewalk through zone includes only the clear pedestrian travel way					
Optimum Sidewalk Amentity / Landscaped Buffer	1 - 5 ft. tree well	1 - 5 ft. tree well	5 - 8 ft. tree well or 2 - 10 ft. planting strip	5 - 8 ft. tree well or 2 - 12 ft. planting strip	2 - 8 ft. planting strip	2 - 8 ft. planting strip
	Sidewalk amenity includes the roadway edge zone and furnishings and planting strip					
Sidewalk Amenity (Treatments and Spacing)	Highest quality treatments and closest possible	Highest quality treatments and closest possible	Standard quality treatments and optimum spacing	Standard quality treatments and optimum spacing	Highest quality treatments and closest possible	Highest quality treatments and closest possible
Street Lighting	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Pedestrian scale fixtures	Pedestrian scale fixtures
Stormwater Management	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Bio-swales
Transit Facilities (Bus Pull-outs/Lanes and Stops)	BRT Station Areas / local bus stops every 2 blocks	Stops every 2 blocks	Pull- out bays / stops every 2 blocks	Pull- out bays / stops every 2 blocks	Stops every 2 blocks	Not Recommended
INTERSECTIONS						
Optimum Crosswalk Spacing	At intersections	At intersections	At intersections	At intersections	At intersections	600 ft.
Curb Radii	20 - 30 ft.	20 - 30 ft.	20 - 30 ft.	15 - 25 ft.	15 - 25 ft.	15 - 20 ft.

~~Typical Sections~~

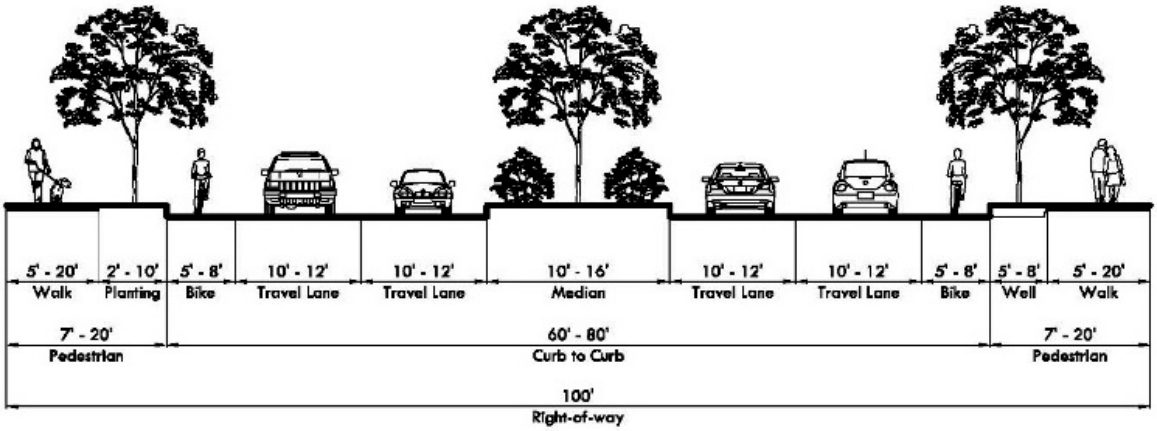
~~Figure 2-4: Typical "A" Street (Vine Street (192)/John Young Parkway) Section~~



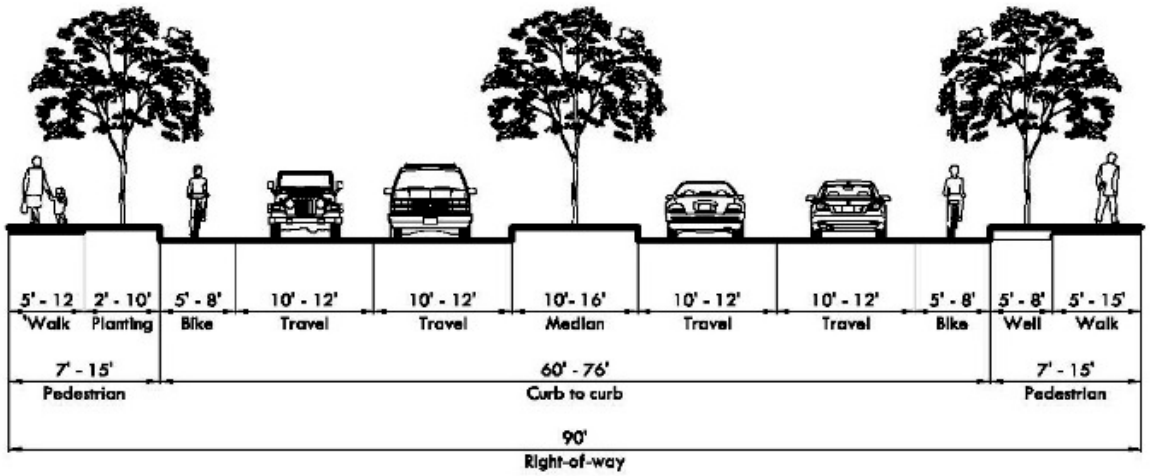
~~Figure 2-5: Typical "A" Street with 90'-100' Right-of-Way Section~~



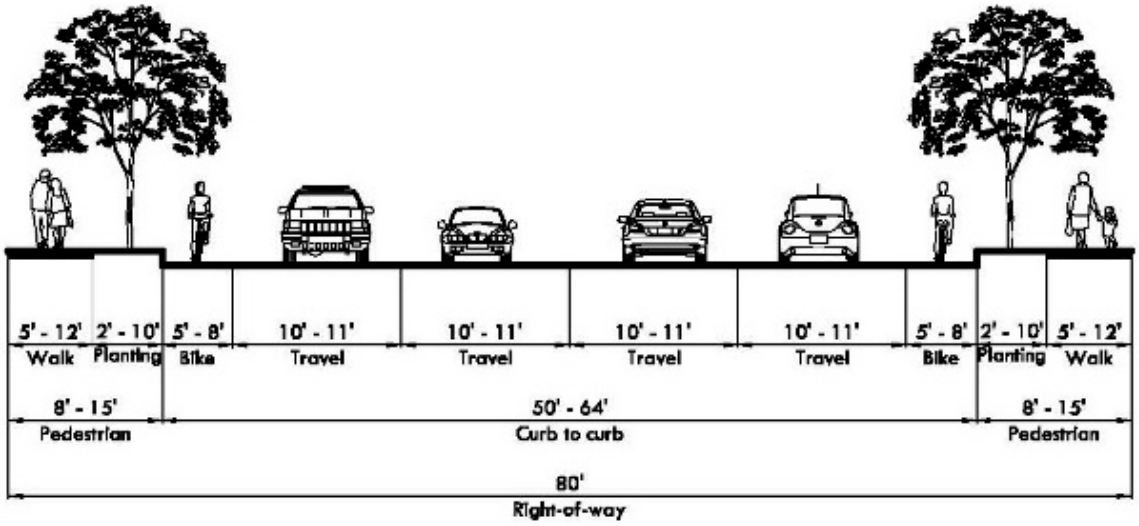
~~**Figure 2-6: Typical "A" Street with 90'-100' Right-of-Way Section**~~



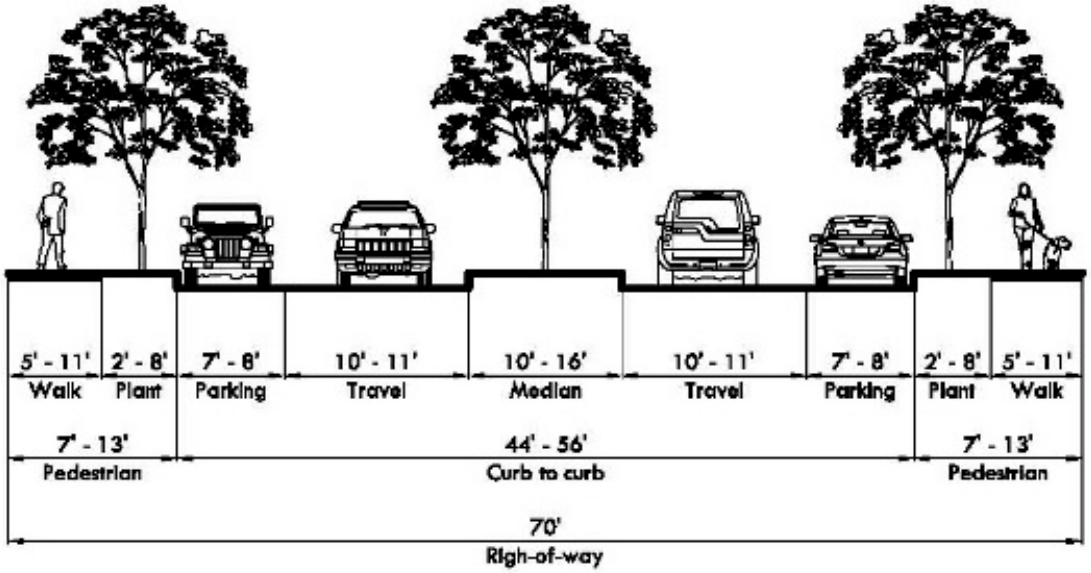
~~**Figure 2-7: Typical "A" Street with 90'-100' Right-of-Way Section**~~



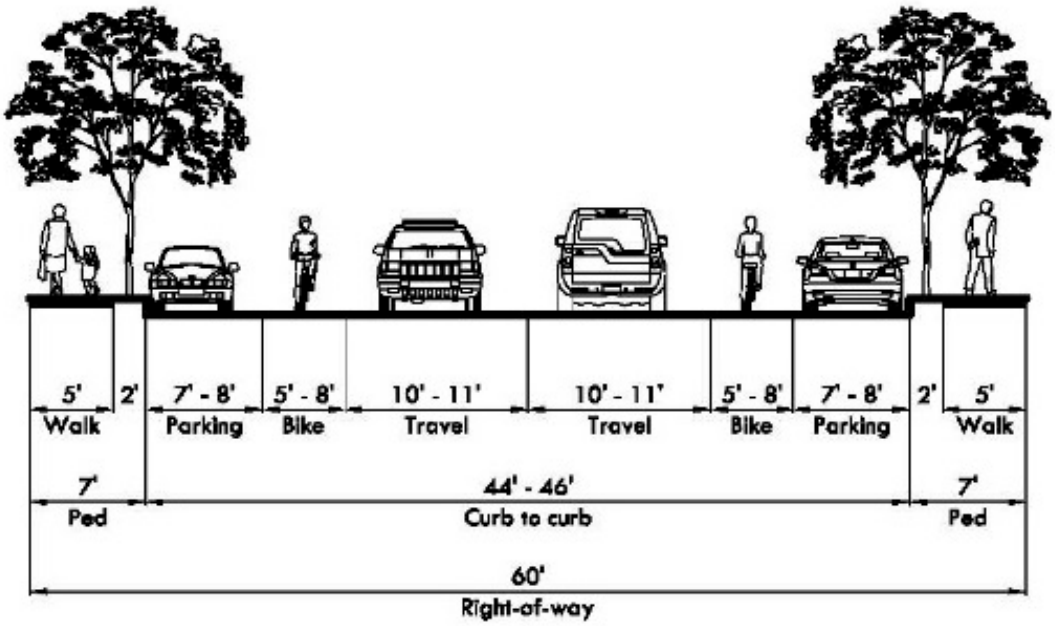
~~Figure 2-8: Typical "A" Street with 80'-90' Right-of-Way Section~~



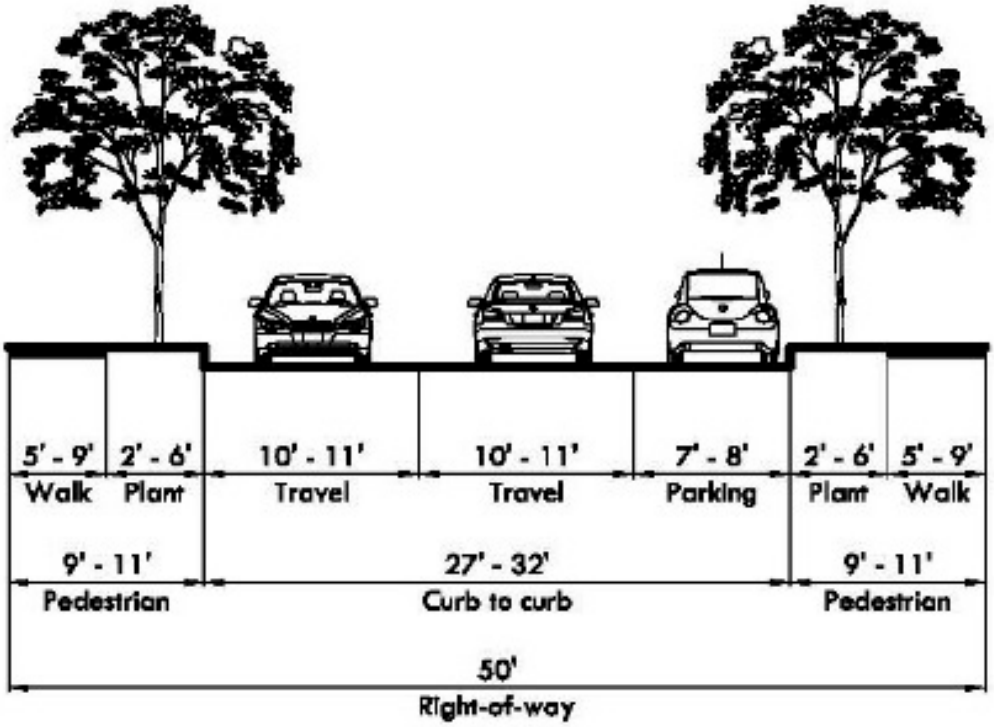
~~Figure 2-9: Typical "B" Street with 70'-80' Right-of-Way Section~~



~~Figure 2-10: Typical "B" Street with 60'-70' Right-of-Way Section~~



~~Figure 2-11: Typical "C" Street with 50' Right-of-Way Section~~

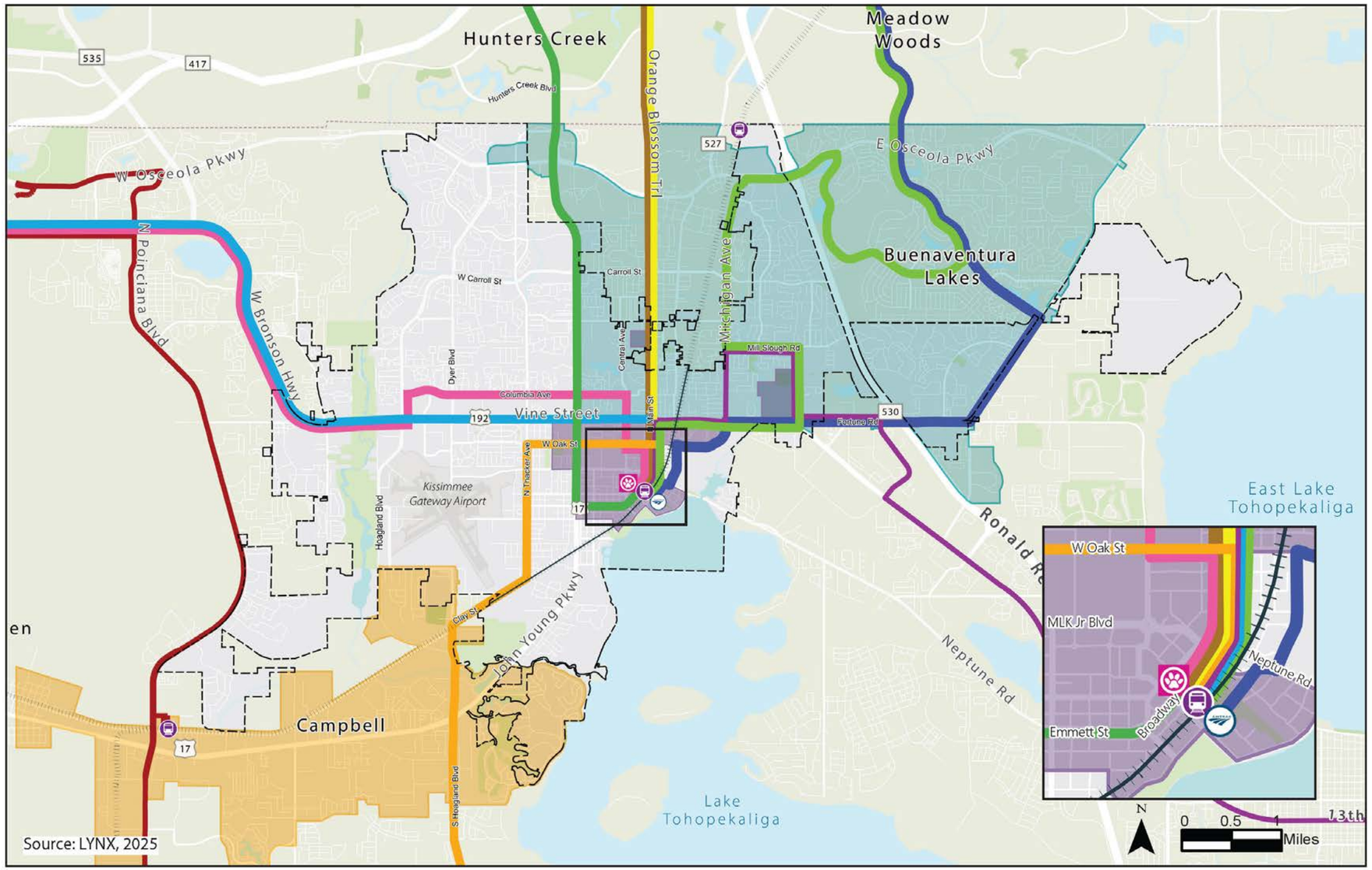


Maps

- Existing Public Transportation
- Existing and ~~2040~~ 2050 Pedestrian and Bicycle Facilities
- ~~2040~~ 2050 Street Types
- Existing Roadway Classification
- Existing Number of Lanes
- ~~2040~~ 2050 Right of Way Reservation
- Existing Evacuation Routes
- Strategic Intermodal System Facilities
- Existing Level of Service
- ~~2040~~ 2050 Public Transportation
- ~~2040~~ 2045 Level of Service
- ~~2040~~ 2045 Number of Lanes

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Figure 2-1: Existing Public Transportation

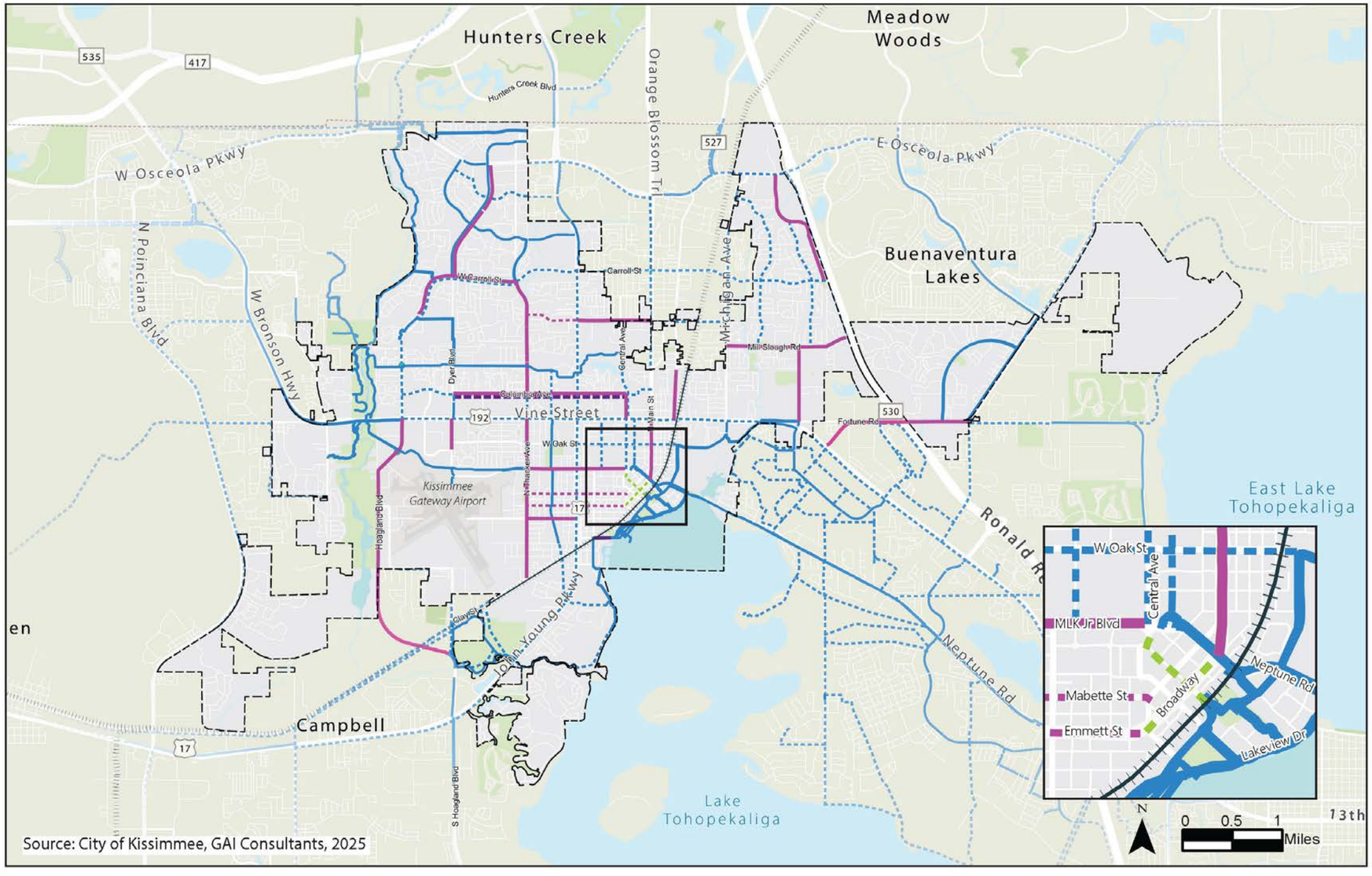


CITY OF KISSIMMEE 1883

LYNX Bus Network (Link #)
10
18
26
55
56
57
108
306
407
441
Railroad
Amtrak Station
SunRail Station
LYNX Kissimmee Intermodal Station
Freebee Service Area
Intercession and Campbell Cities NeighborLink
Tupperware SunRail and Valencia College NeighborLink
Kissimmee City Limits
County Boundary

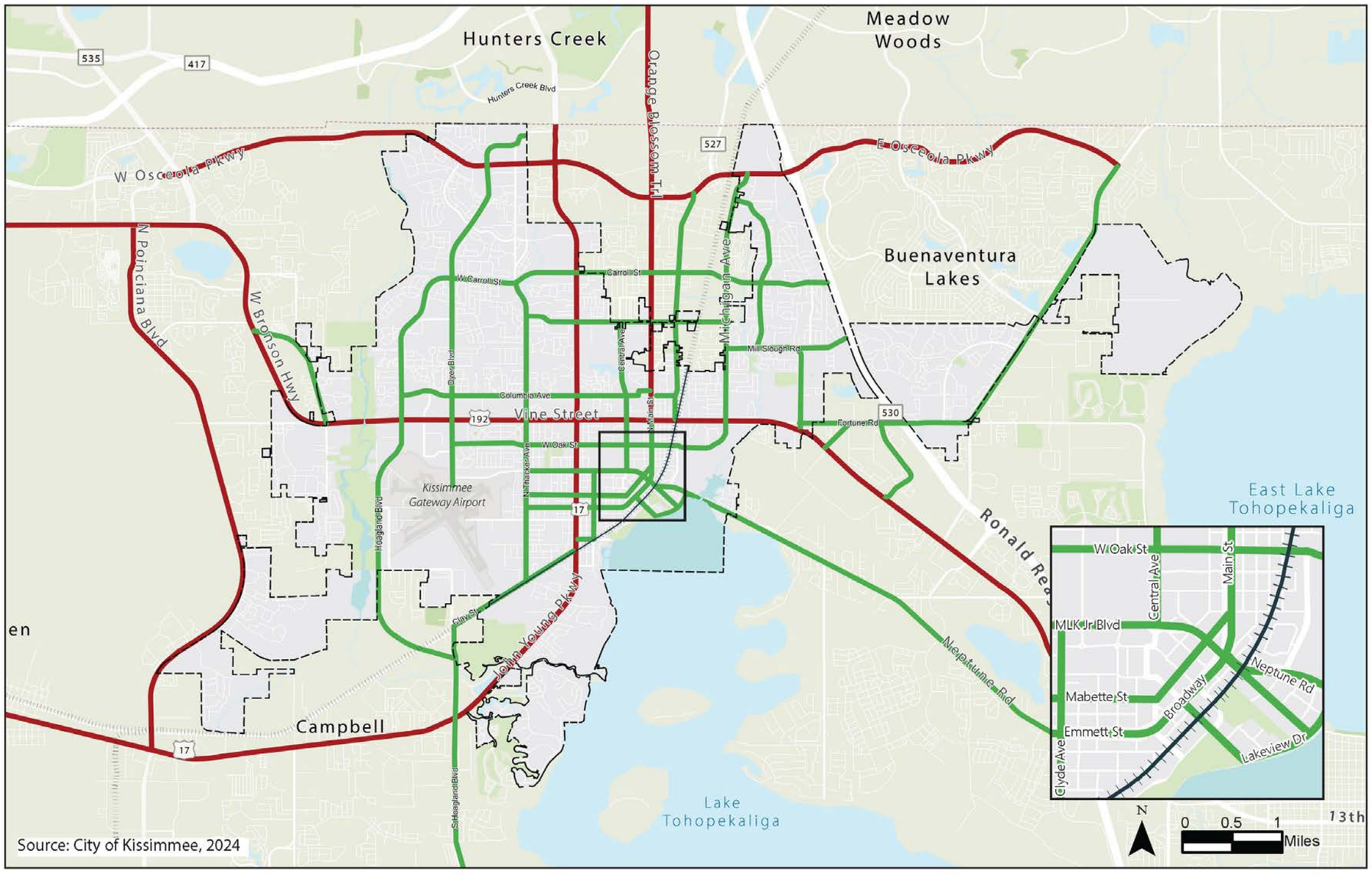
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Figure 2-2: Existing and 2050 Pedestrian and Bicycle Facilities



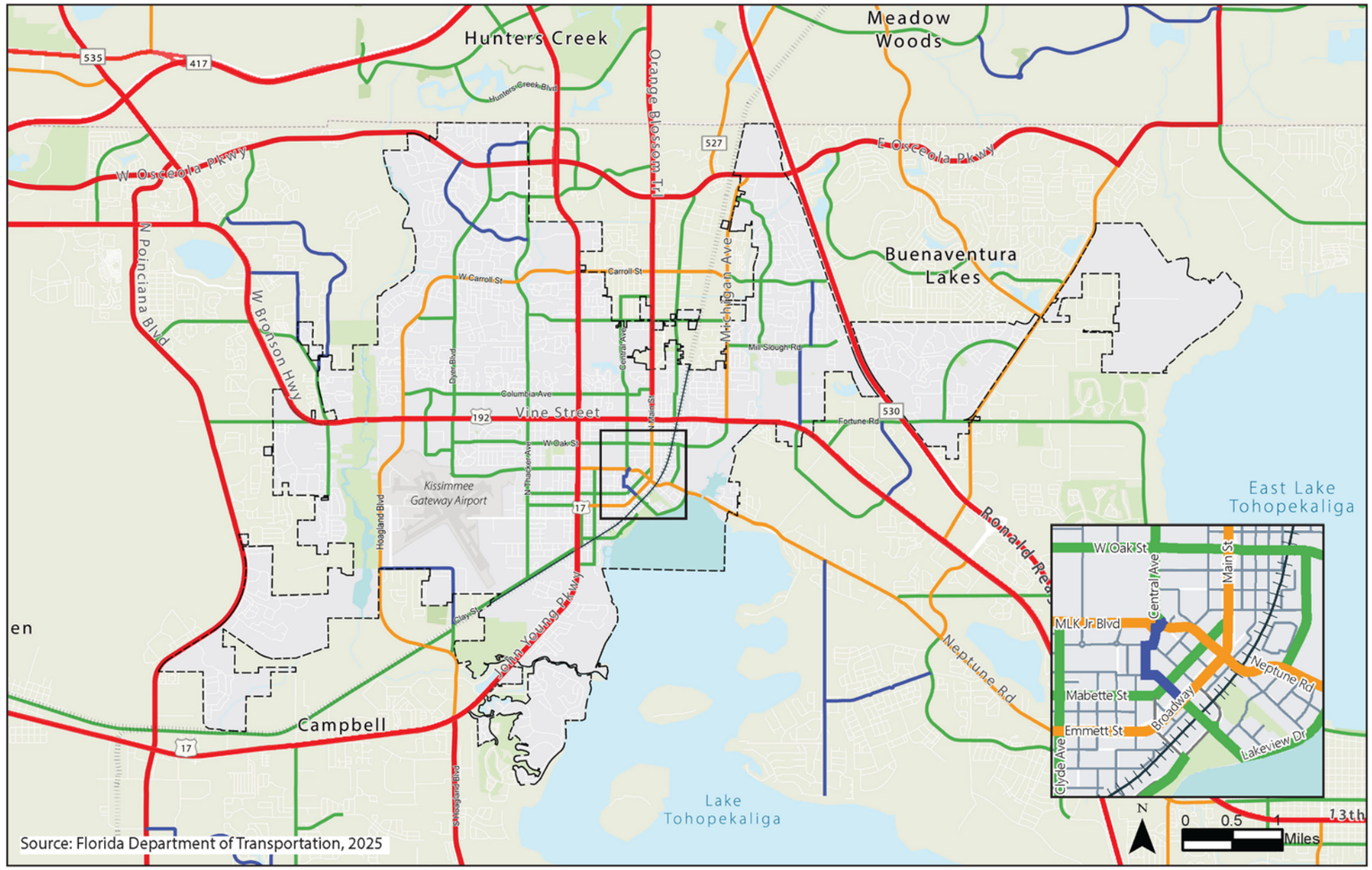
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Figure 2-3: 2050 Street Types



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Figure 2-4: Existing Roadway Functional Classification

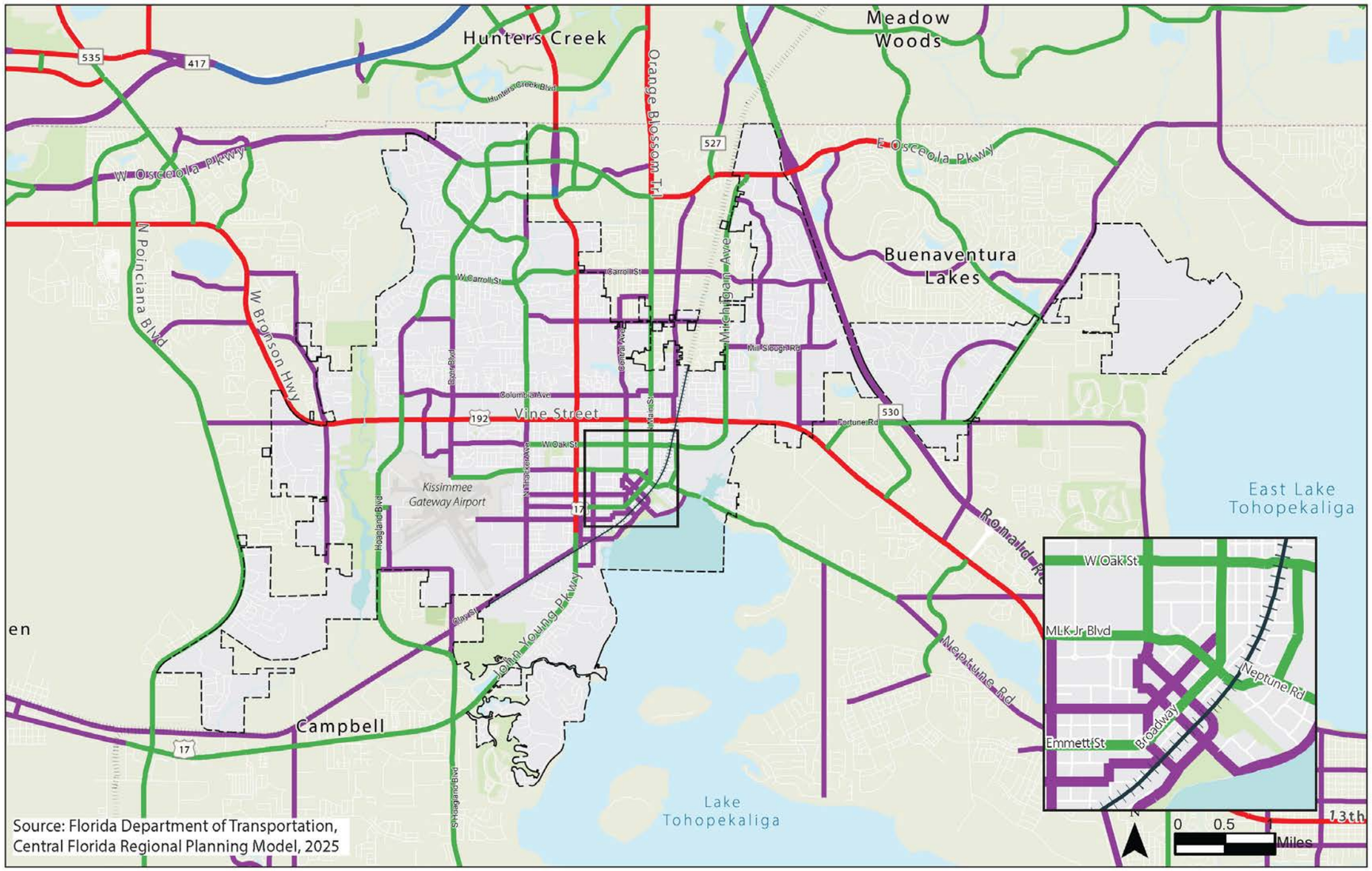


CITY OF KISSIMMEE 1883

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Road
- Kissimmee City Limits
- County Boundary
- Railroad

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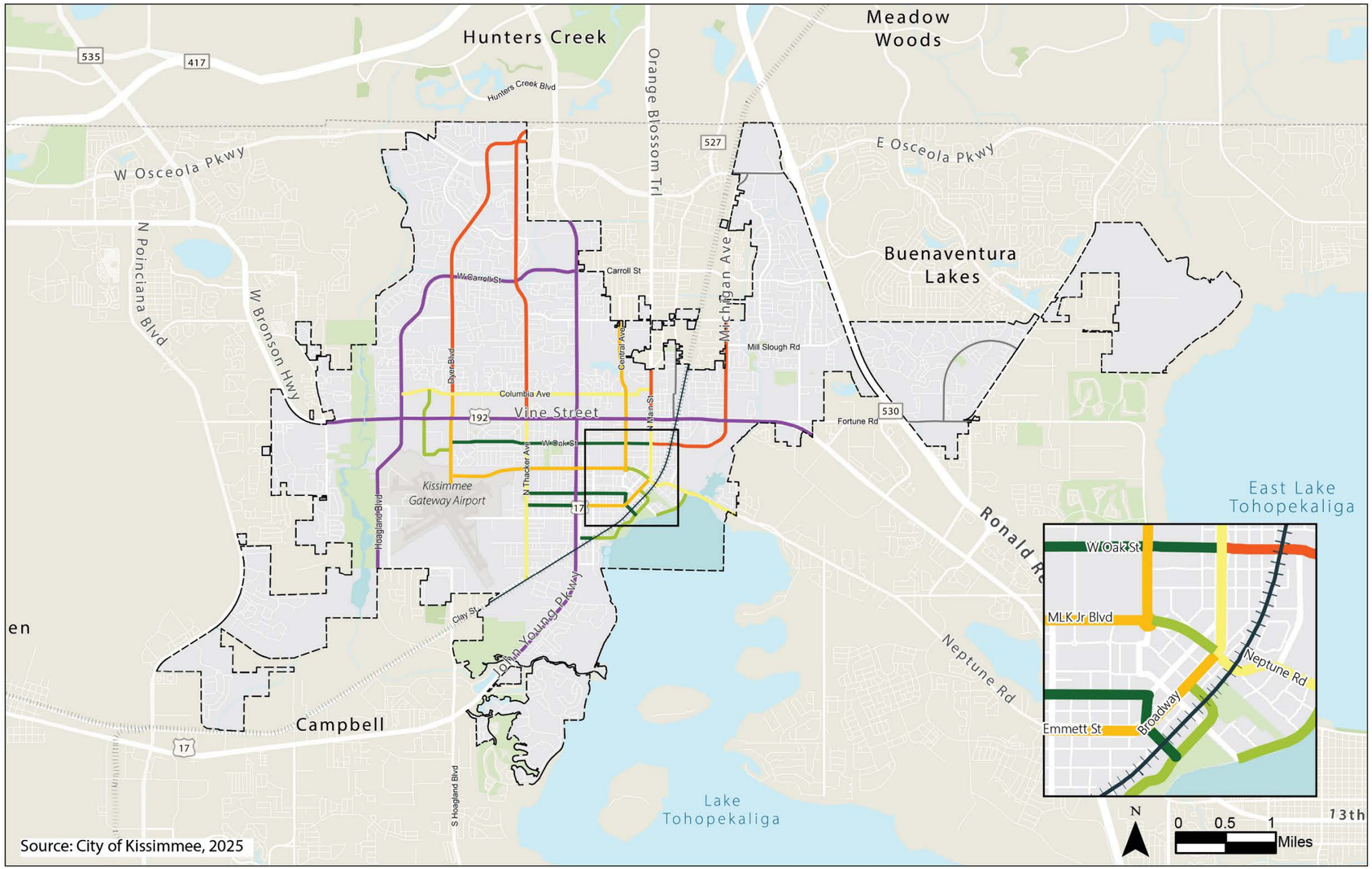
Figure 2-5: Existing Number of Lanes



Number of Lanes
- 1-2
- 3
- 4
- 5
- 6
- 7+
- Railroad
- Kissimmee City Limits
- County Boundary

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Figure 2-6: ~~2040~~ 2050 Right of Way Reservation



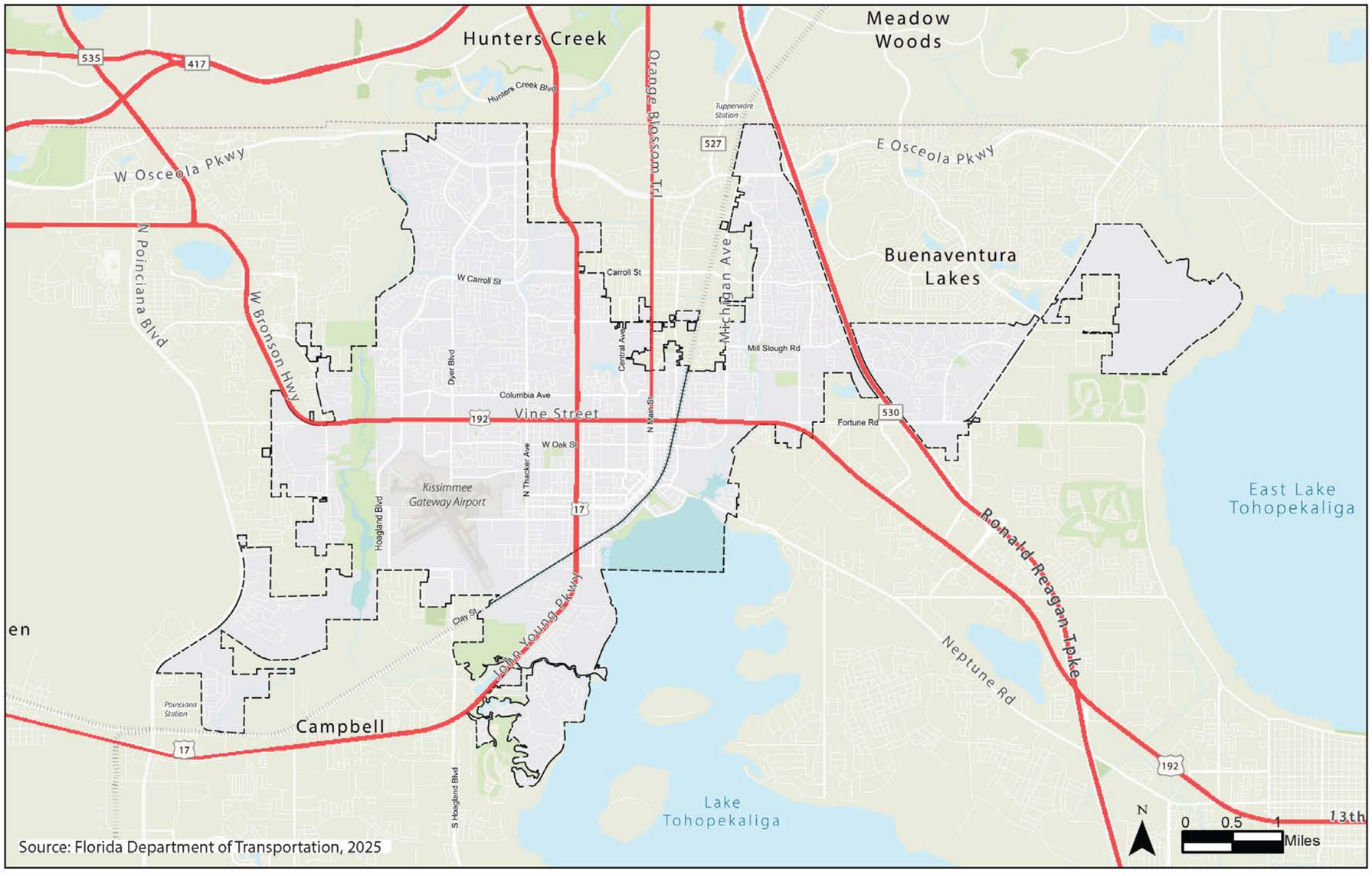
CITY OF KISSIMMEE 1883

Right of Way Reservation
- 50′ or 60′
- 70′
- 80′
- 90′
- 100′
- 101′+
- Railroad

- Kissimmee City Limits
- County Boundary

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Figure 2-7: Existing Evacuation Routes

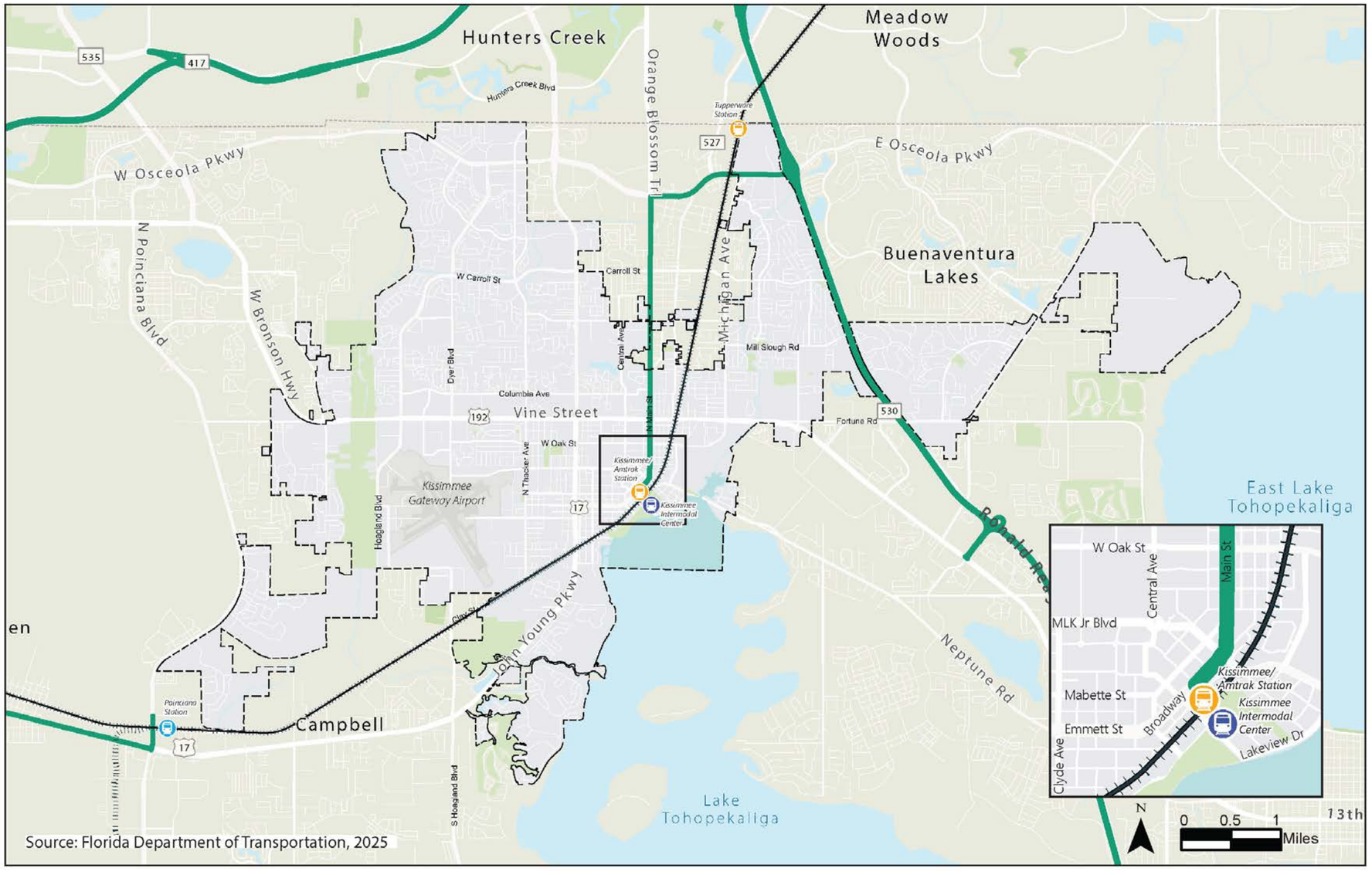


CITY OF KISSIMMEE 1883

Evacuation Routes
Railroad
Kissimmee City Limits
County Boundary

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Figure 2-8: Strategic Intermodal System Facilities



CITY OF KISSIMMEE 1883

SIS Atlas
- SIS Highway Corridor
- SIS Railway Corridor

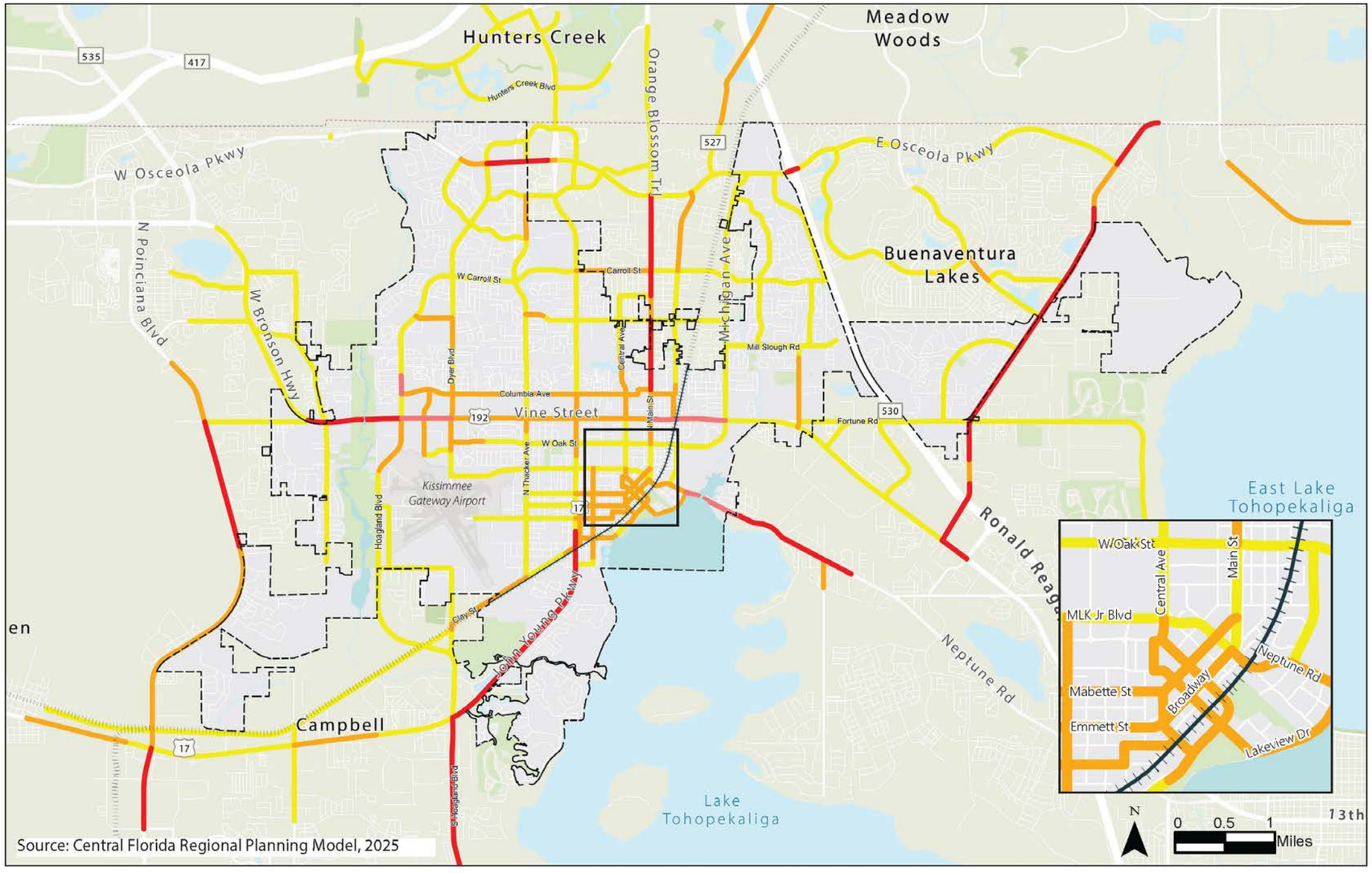
UFG Transit Terminals
- SIS Urban Fixed Guideway Hub
- SIS Urban Fixed Guideway Station

Passenger Terminals
- Strategic Growth Passenger Terminal

- Kissimmee City Limits
- County Boundary

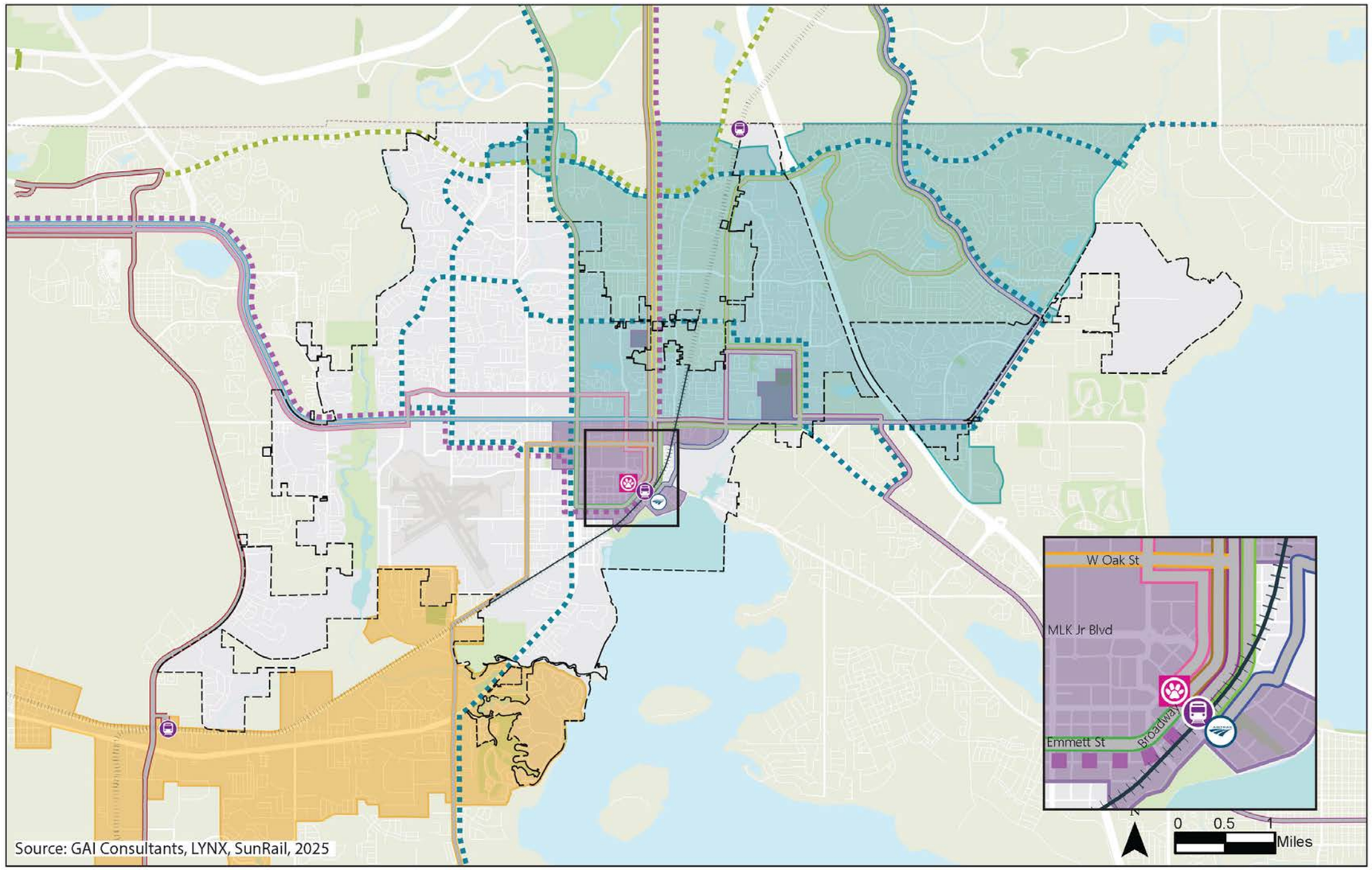
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Figure 2-9: Existing Level of Service



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Figure 2-10: 2050 Public Transportation



CITY OF KISSIMMEE 1883

Future LYNX Bus Network
- Local Route
- Express Route
- High Frequency Route

Existing LYNX Bus Network (Link #)
- 10
- 18
- 26
- 55
- 56
- 57
- 108
- 306
- 407
- 441

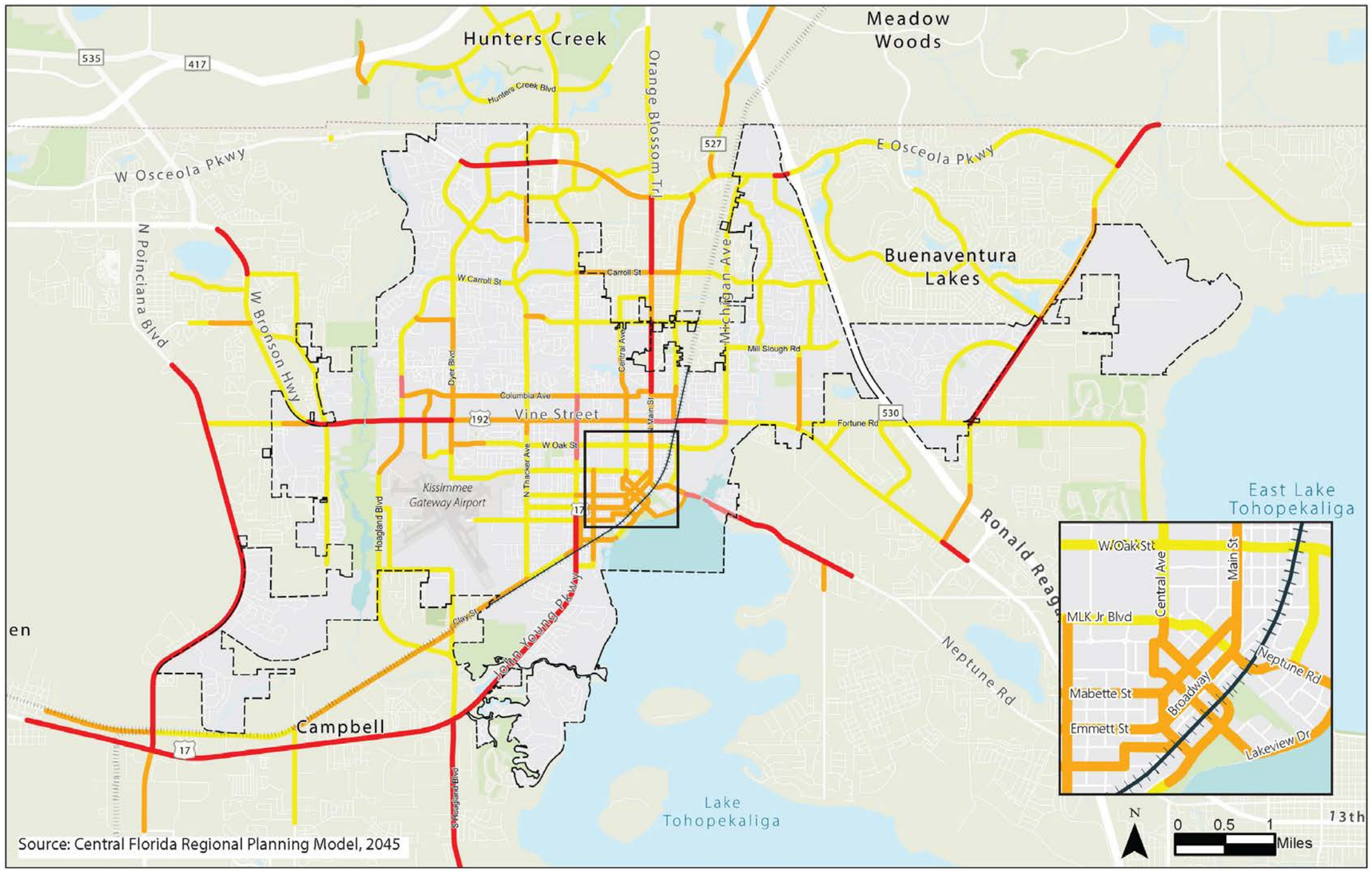
- Railroad
- Amtrak Station
- SunRail Station
- LYNX Kissimmee Intermodal Station

- Freebee Service Area Intercession and Campbell Cities NeighborLink
- Tupperware SunRail and Valencia College NeighborLink

- Kissimmee City Limits
- County Boundary

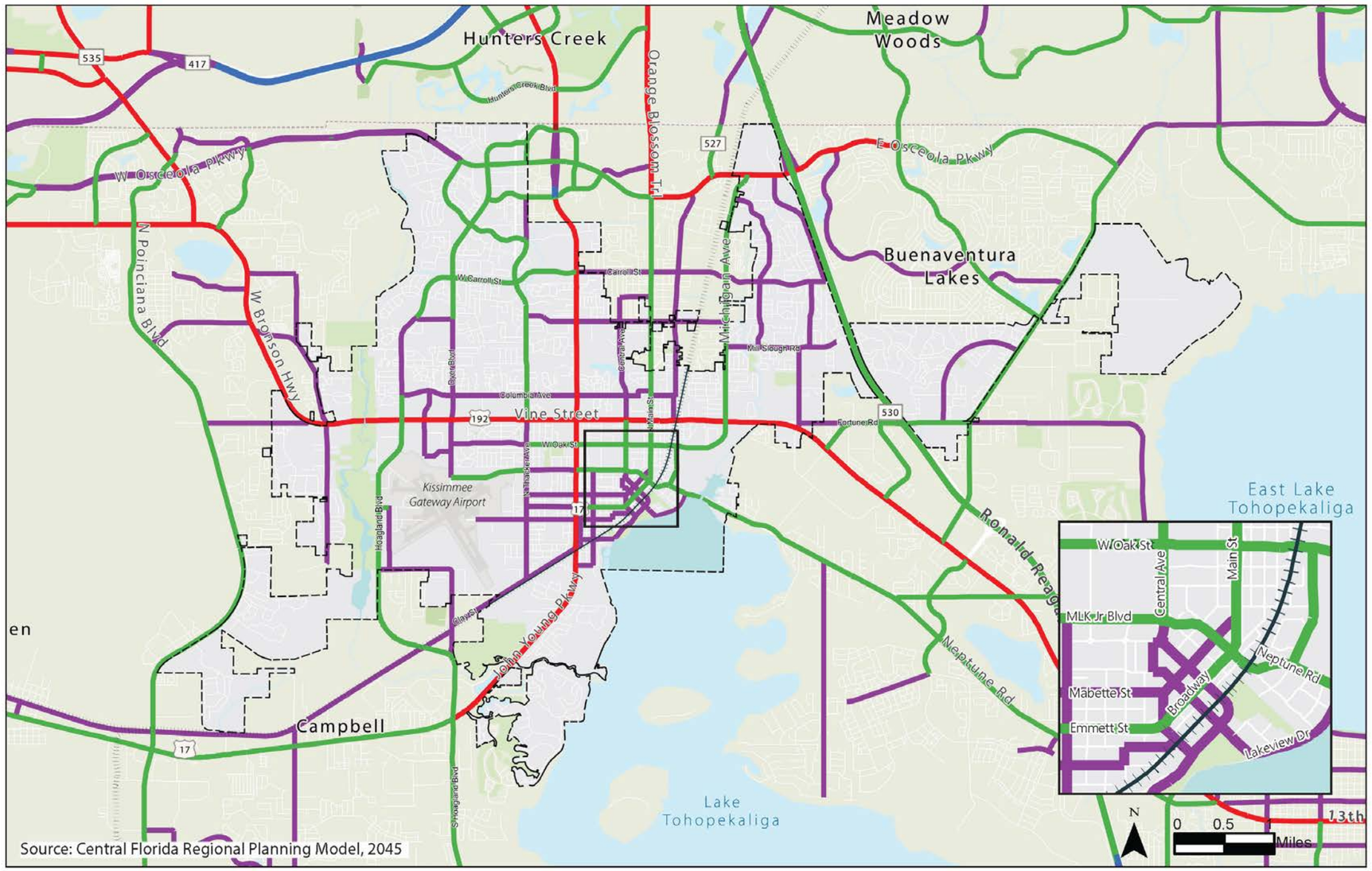
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Figure 2-11: 2045 Level of Service



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Figure 2-12: 2045 Number of Lanes



CITY OF KISSIMMEE 1883

Number of Lanes
- 1-2
- 3
- 4
- 5
- 6
- 7+
- Railroad
- Kissimmee City Limits
- County Boundary

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DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

This section provides a transportation inventory and analysis pursuant to the requirements of §163.3177(6)(b) Florida Statutes.

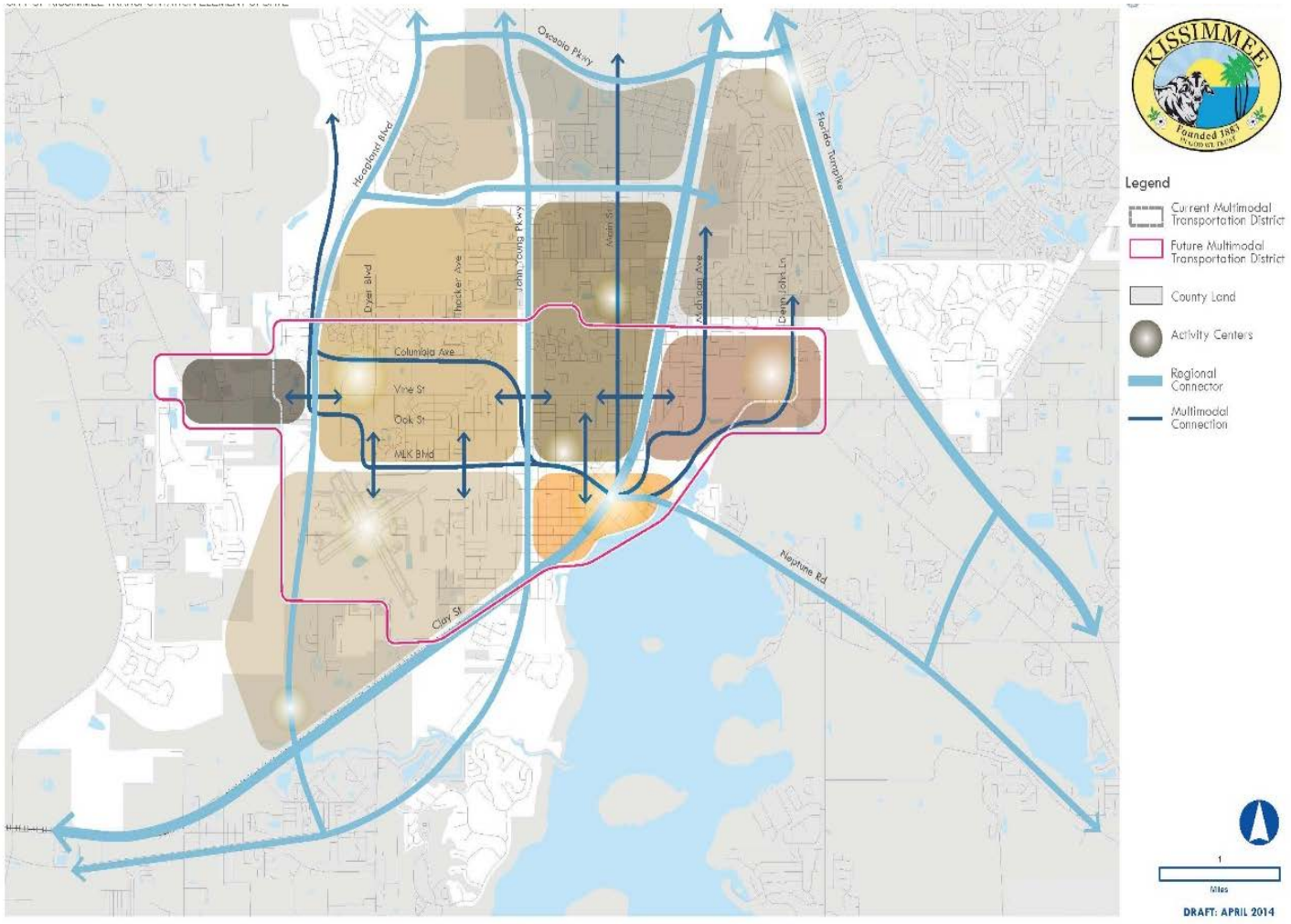
A viable transportation system is needed to serve the existing and future needs of the City of Kissimmee. It is necessary to have an integrated multimodal transportation system including both motorized and non-motorized modes. These multimodal strategies provide travel options to residents, employees, and visitors, also have the benefit of promoting energy efficient land use patterns that support reductions in greenhouse gas emissions through shared travel and non-motorized trips. The City recognizes that there are distinct areas of the City and the level of emphasis on each mode varies based on the specific location within the City.

~~VISION~~

~~Transportation plays an important role today and in the future, affecting the quality of life and economic vitality of the City of Kissimmee. The strategic vision for the City of Kissimmee is to extend the multimodal framework citywide, connecting people to destinations supporting economic development and redevelopment initiatives, as well as to link freight and goods to and from the City. This Transportation Element seeks to tie together the City's eight activity centers through a combination of regional and multimodal connections comprised of several features, including streets, sidewalks, bicycle facilities, trails and transit. The expansion of multimodal transportation strategies citywide creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding context and anticipated future development patterns, and will assist the City in preparation for growth and redevelopment for the next 25 years.~~

~~Figure 2-1 presents the City's Transportation Vision map, identifying critical connections that are needed to link residential and commercial areas through a robust network of regional and local multimodal facilities and design treatments.~~

Figure 2-3: City of Kissimmee Transportation Vision



The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs (such as regional mobility or local trip-making) and the built environment. This hierarchy of streets further orients each street type toward either regional mobility or local accessibility. The two are not mutually exclusive, but there are specific strategies and cross sections that respond to the modes by varying the target speed, sizing the sidewalks, adding transit treatments, modifying lane widths, and improving signage and lighting.

Street typologies reflecting that hierarchy include A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility) and C Streets (high local accessibility). New roadways will be classified at time of dedication. The following pages present the organization and typical section illustrations of the street hierarchy and guidance for streetscape design.

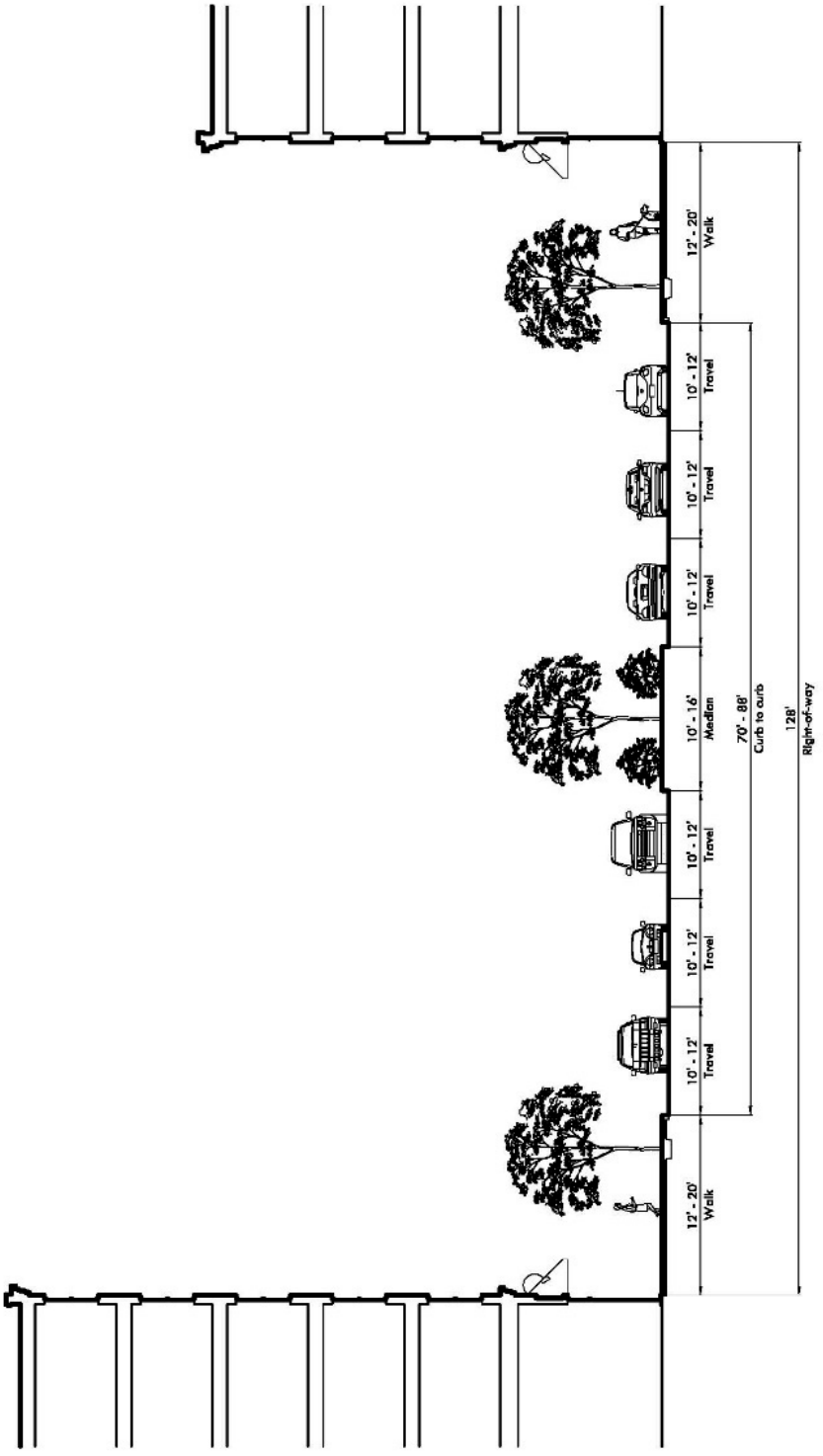
STREET TYPOLOGY GUIDANCE

Table 2-1: Street Typology Guidance

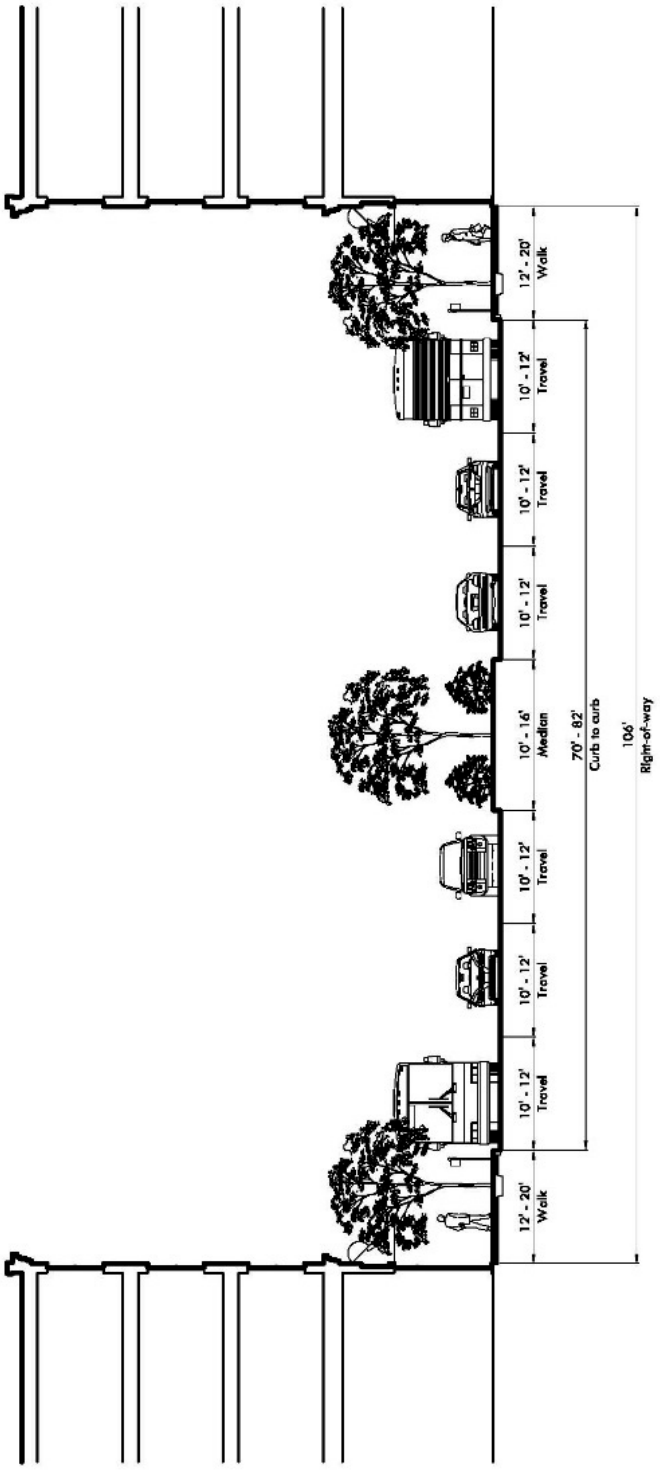
	A Streets			B Streets		C Streets
Streets Criteria	**Vine Street / US 192**	**John Young Parkway**	**90 - 100' Right-of-Way**	**70 - 80' Right-of-Way**	**60 - 70' Right-of-Way**	**50' Right-of-Way**
TRAVELWAY						
Desired Operating Speed	45	45	35	35	30	25
Number of Lanes (bidirectional)	4 - 6	4 - 6	2 - 4	2 - 4	2 - 4	2
Optimum Lane Width	10 - 12 ft.	10 - 12 ft.	10 - 12 ft.	10 - 11 ft.	10 - 11 ft.	10 - 11 ft.
On-Street Parking Width	Not recommended	Not recommended	Not recommended	Optional/7 - 8 ft.	Optional/7 - 8 ft.	Optional/7 - 8 ft.
On-Street Bike Lane Width	Not recommended	Not recommended	5 - 8 ft.	5 - 8 ft.	5 - 8 ft.	Sharrow
Median	16 ft.	16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	N/A
Access Management	See Access Management		Context Sensitive Engineering Manual			
ROADSIDE						
Optimum Sidewalk Through Zone	12 - 20 ft.	12 - 20 ft.	5 - 20 ft.	5 - 10 ft.	5 - 9 ft.	5 - 10 ft.
	Sidewalk through zone includes only the clear pedestrian travel way					
Optimum Sidewalk Amentity / Landscaped Buffer	1 - 5 ft. tree well	1 - 5 ft. tree well	5 - 8 ft. tree well or 2 - 10 ft. planting strip	5 - 8 ft. tree well or 2 - 12 ft. planting strip	2 - 8 ft. planting strip	2 - 8 ft. planting strip
	Sidewalk amenity includes the roadway edge zone and furnishings and planting strip					
Sidewalk Amenity (Treatments and Spacing)	Highest quality treatments and closest possible	Highest quality treatments and closest possible	Standard quality treatments and optimum spacing	Standard quality treatments and optimum spacing	Highest quality treatments and closest possible	Highest quality treatments and closest possible
Street Lighting	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Pedestrian scale fixtures	Pedestrian scale fixtures
Stormwater Management	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Bio-swales
Transit Facilities (Bus Pull-outs/Lanes and Stops)	BRT Station Areas / local bus stops every 2 blocks	Stops every 2 blocks	Pull- out bays / stops every 2 blocks	Pull- out bays / stops every 2 blocks	Stops every 2 blocks	Not Recommended
INTERSECTIONS						
Optimum Crosswalk Spacing	At intersections	At intersections	At intersections	At intersections	At intersections	600 ft.
Curb Radii	20 - 30 ft.	20 - 30 ft.	20 - 30 ft.	15 - 25 ft.	15 - 25 ft.	15 - 20 ft.

~~Typical Sections~~

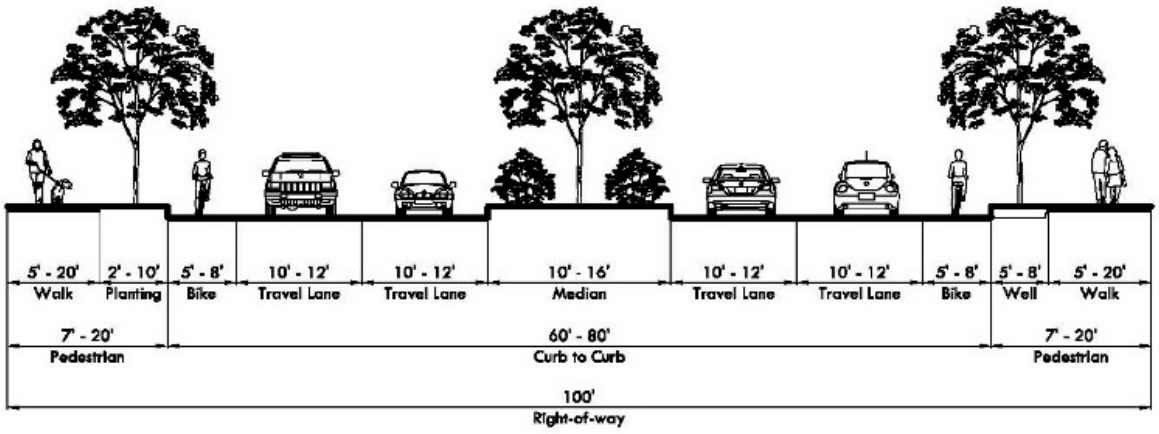
~~Figure 2-4: Typical "A" Street (Vine Street (192)/John Young Parkway) Section~~



~~Figure 2-5: Typical "A" Street with 90'-100' Right-of-Way Section~~



~~Figure 2-6: Typical "A" Street with 90'-100' Right-of-Way Section~~



~~Figure 2-7: Typical "A" Street with 90'-100' Right-of-Way Section~~

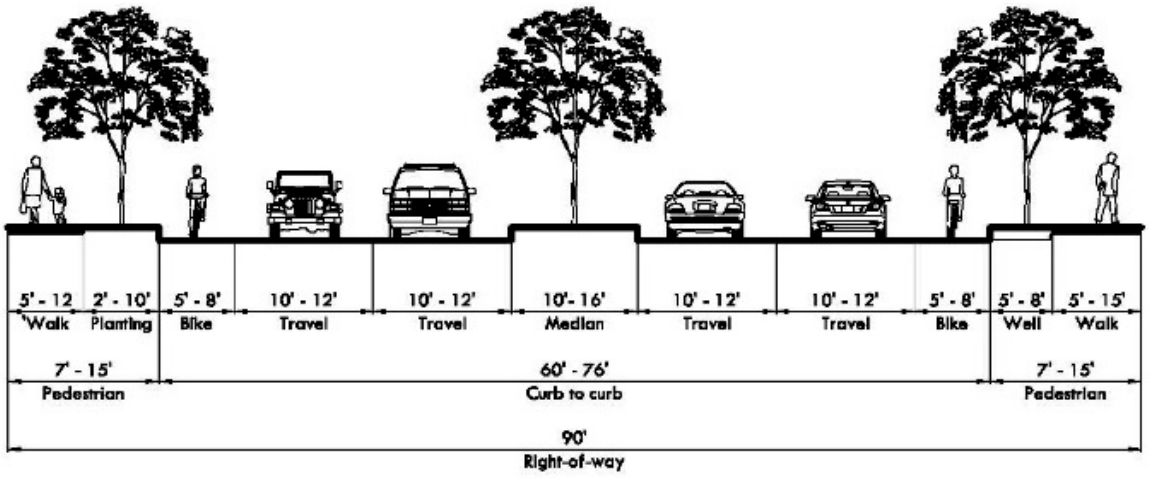


Figure 2-8: Typical "A" Street with 80'-90' Right-of-Way Section

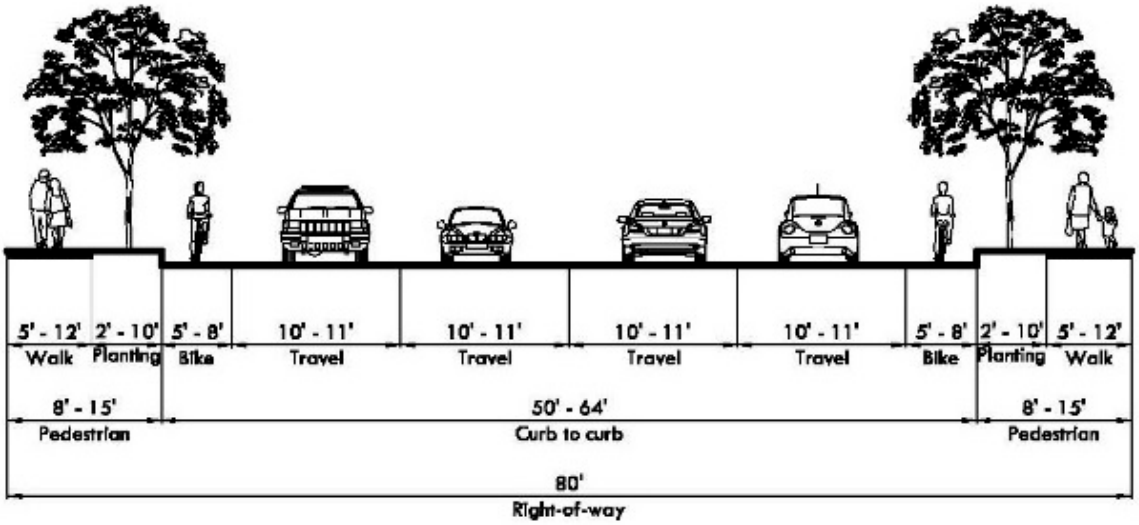
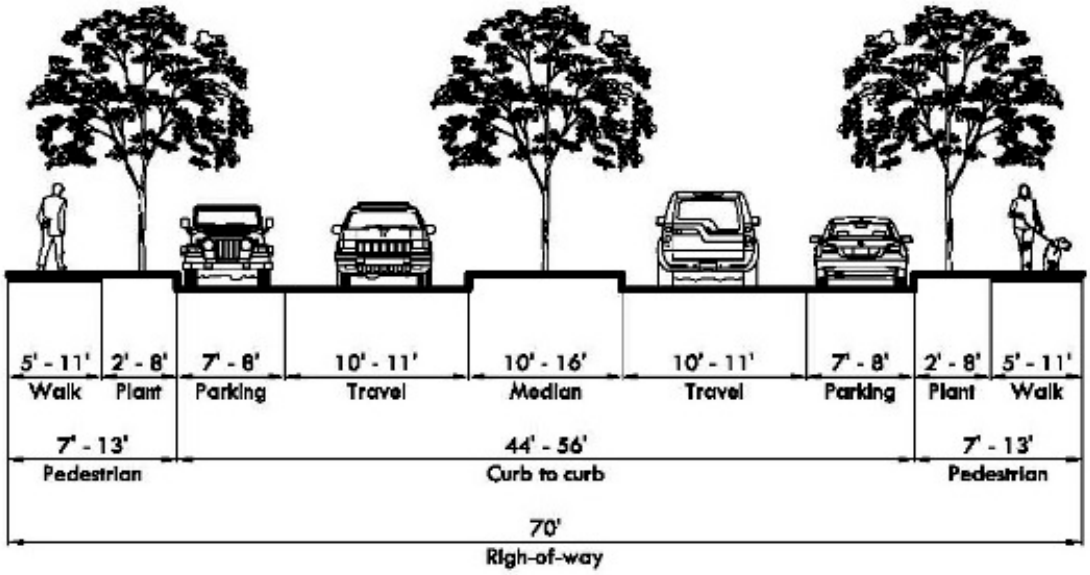
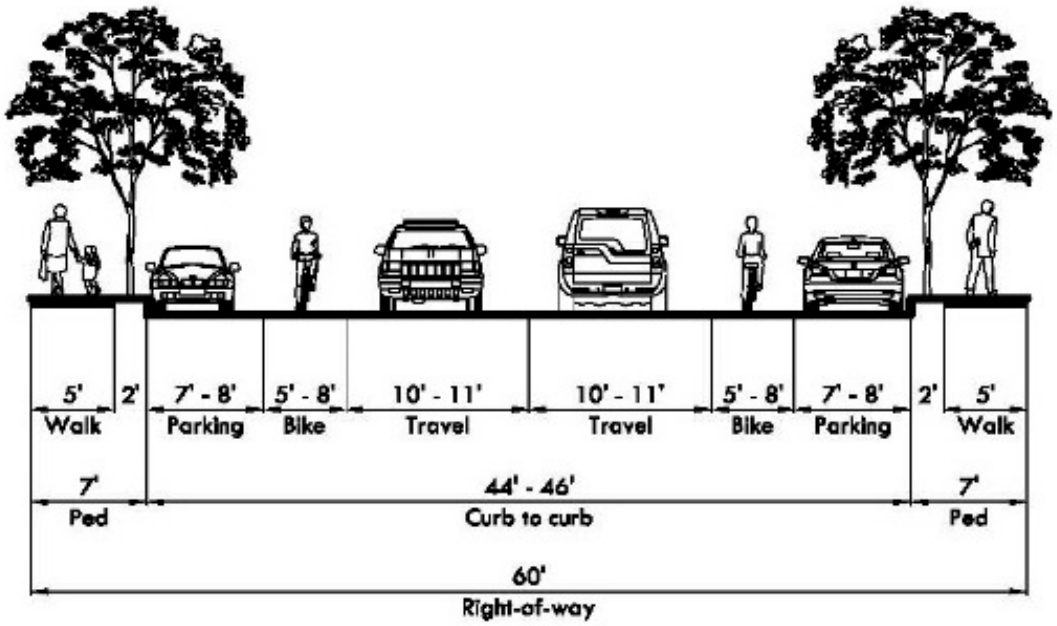


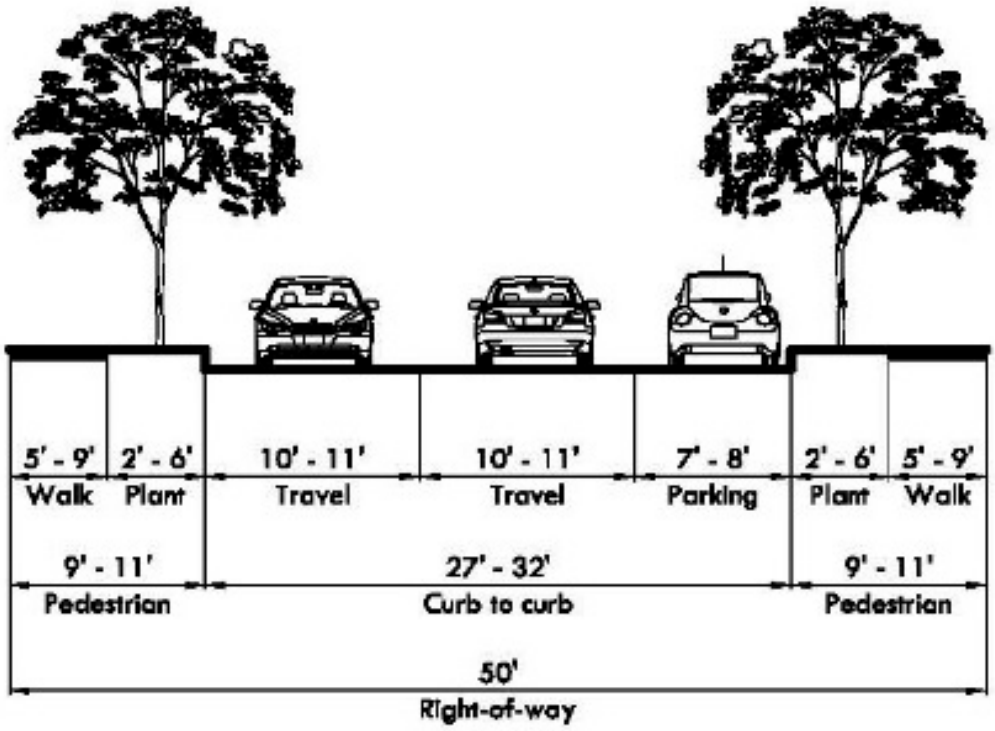
Figure 2-9: Typical "B" Street with 70'-80' Right-of-Way Section



~~Figure 2-10: Typical "B" Street with 60'-70' Right-of-Way Section~~



~~Figure 2-11: Typical "C" Street with 50' Right-of-Way Section~~

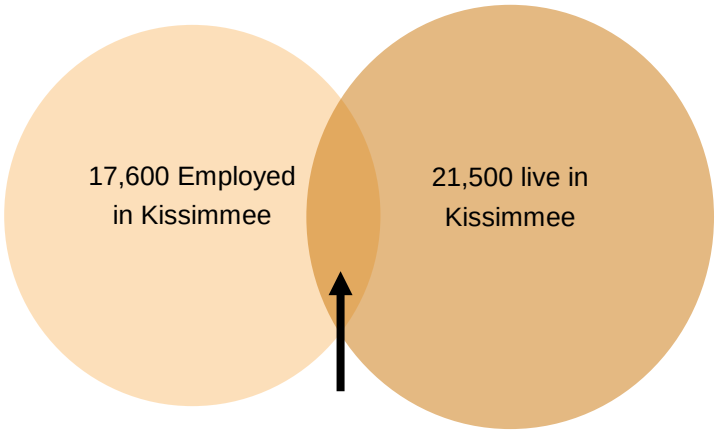


~~EXISTING~~ TRANSPORTATION INVENTORY AND ANALYSIS

The City of Kissimmee's transportation system is a multimodal network designed to safely and efficiently move people and goods. The multimodal system consists of pedestrian and bicycle facilities, public transportation service and infrastructure, and various classifications of roadways, ranging from local residential streets to limited access highways organized into A, B and C streets. This section of the data, inventory and analysis report provides an inventory of existing transportation facilities.

EXISTING COMMUTING PATTERNS

The US Census reports commuting patterns as part of the American Community Survey. The majority of the commuting patterns for Kissimmee are within a 10 mile radius, 50% of the residents commute less than 10 miles, and 40% of the people who work in the city commute from less than 10 miles. This commuting pattern along with the roughly 10% of the people who live and work inside the City supports the Multimodal Transportation emphasis the city has undertaken.



2,000 Live & Work in Kissimmee (9.5%)

PUBLIC TRANSPORTATION SYSTEM

Public transportation in the City of Kissimmee is primarily provided by LYNX, the service provider for Osceola, Orange and Seminole Counties. LYNX provides mobility to residents and visitors to the area through its 85 fixed-routes and through the use of vans and other services. In the heart of the historic downtown, the City is home to one of the primary LYNX transit centers, LYNX Kissimmee Intermodal Station will serve as the main hub of transportation within Kissimmee and Osceola County by serving customers of SunRail, LYNX, Amtrak and the planned US 192 Bus Rapid Transit line. The station is located at the corner of Neptune Road and Pleasant Street. Several LYNX bus routes, including an express route that runs north to the LYNX Central Station in Orlando, are being realigned, as their main transfer hub changed from the Osceola Square Mall to the downtown station. The downtown station provides direct bus service access to key destinations in the region such as Florida Mall, Downtown Orlando, Plaza del Sol, Poinciana, Sand Lake Road SunRail Station, St. Cloud, and Attractions. The realignment of bus service from Osceola Square Mall, on the outer City limits, to downtown has been good for revitalizing and increasing the economic vitality of Kissimmee's charming and quaint downtown for both residents and visitors. The site may include the following:

- Bicycle storage facilities
- Short-term parking garage
- Ground floor circulation for park-and-ride/kiss-and-ride
- Automated parking payment system
- New canopy and rail platform
- Double-tracking of railroad for commuter rail
- Pedestrian mall

LYNX BUS SERVICE

There are currently 12 LYNX routes serving the City of Kissimmee. The routes are distributed throughout the City, providing coverage to most areas. An Existing Transit map identifying the location of existing LYNX routes is included in Figure 2-1~~Figure 2-12~~. Existing fixed-route service is most heavily concentrated in downtown and the Vine Street corridor.

Nine of the LYNX routes serving the City of Kissimmee access the downtown LYNX multimodal center. This includes Routes 10, 18, 26, 55, 56, 57, 108, 208, and 441.

Based on an analysis of parcels located within the City (excluding right-of-way) and existing LYNX routes, approximately 66 percent of all parcels are located within ¼ mile of an existing route. The close proximity of many of the City's households and businesses to transit, combined with the City's existing and planned pedestrian and bicycle improvements, will continue to improve the overall mobility in the City. The City's continued commitment to adding and upgrading sidewalks, paths and bicycle lanes will enhance access to transit and aid in increasing the desire of residents to use transit.



The following provides a brief description of the LYNX routes currently serving the City.

Route 10 - (E. U.S. 192/St. Cloud~~East US 192/17th St and Vermont Ave~~) generally operates between the LYNX Kissimmee Intermodal Station and St. Cloud Walmart. The service from Kissimmee ends at 17th St and Vermont Ave after stopping at St. Cloud. The route is operational seven days a week including holidays, on 30-minute headways.

Route 18- (Orange Avenue/Kissimmee) operates between the LYNX Kissimmee Intermodal Station and LYNX Central Station in downtown Orlando. The route is operational Monday through Saturday, on 60-minute headways, but with no service on Sundays or holidays.

Route 26- (Pleasant Hill Road/Poinciana) generally operates along Pleasant Hill Road between the LYNX Kissimmee Intermodal Station and the Poinciana Walmart SuperStop. The route is operational seven days a week, including holidays, on 30-minute headways.

Route 55- (W. U.S. 192/Four Corners~~West US192/Crosstown~~) generally operates along US192 between the LYNX Kissimmee Intermodal Station and the Four Corners Walmart. The route is operational seven days a week, including holidays, on 30-miinute headways.

Route 56- (West US 192/Magic Kingdom) operates between the LYNX Kissimmee Intermodal Station and Disney University. The route is operational seven days a week, including holidays, on 30-minute headways.

Route 57- (John Young Parkway) operates between the Washington Shores SuperStop (west of downtown Orlando) and the LYNX Kissimmee Intermodal Station. The route is operational Monday through Saturday, on 60-minute headways, with no service on Sundays or holidays.

Route 108- (South US 441/Kissimmee) generally runs along US 441 between the Florida Mall SuperStop and the LYNX Kissimmee Intermodal Station. Route 108 was previously Route 4 and historically one of the City's highest ridership routes. The route is operational seven days a week and holidays, on 30-minute headways.

~~**Route 208- (Downtown Kissimmee Xpress**) connects the Sand Lake Road SunRail Station to the LYNX Kissimmee Intermodal Station. The route uses the Florida Turnpike and SR 528 but does make stops along both roadways to provide the express service that is operational Monday through Friday, with no service on weekends or holidays.~~

Route 306 – (Disney Direct/Poinciana) operates between the Poinciana Walmart Superstop and the Disney Springs area. The route operates Monday through Saturday, excluding Sundays and holidays. It focuses on north-bound morning buses and south-bound evening buses.

Route 407 – (FastLink 407 Kissimmee/Orlando International Airport ~~FastLink 407~~) operates between Kissimmee Intermodal Station and Orlando Veteran Medical Center and stops at Orlando International Airport. The route operates Monday through Saturday, excluding Sundays and holidays.

Route 441- (FastLink 441 S. U.S. 441 (Orange Blossom Trail~~Kissimmee/Orlando FastLink 441~~) generally operates along Orange Blossom Trail and US 441 between the LYNX Central Station and the LYNX Kissimmee Intermodal Station. The route operates Monday to Friday, excluding weekends and holidays, on 60-minute headways.

~~**NeighborLink 631- (Buena Ventura Lakes)** operates in a service area between the Florida Turnpike, Simpson Road, Simpson Road, Boggy Creek Road, and Osceola Parkway and provides service Monday to Friday, excluding weekends and holiday, on an on-call basis. A drop-off location at the Valencia College Osceola Campus provides connections to Links 10, 18, and NeighborLink 632.~~

~~**NeighborLink 632- (North Kissimmee**) operates within a service area bordered by US 192, John Young Parkway, Osceola Parkway, and the Florida Turnpike and provides service Monday to Friday, excluding weekends and holiday, on an on-call basis. A drop-off location at the Valencia College Osceola Campus provides connections to Links 10, 18, and NeighborLink 631. Additionally, drop-offs at the LYNX Kissimmee Intermodal Station provide connections to Links 10, 18, 26, 55, 57, 108, and FastLink 441.~~

NeighborLink 831- (Tupperware SunRail and Valencia College) an on-demand flex-service that operates within a service area generally bounded by the Orange/Osceola County line to the north, John Young Parkway to the west, Vine Street and Fortune Road to the south, and Simpson Road to the east. The Tupperware SunRail Station falls within this service area, as well as LYNX routes 26 (Pleasant Hill Road) and 306 (Poinciana/Magic Kingdom) which also have stops inside the boundary.

NeighborLink 804- (Intercession and Campbell Cities NeighborLink) an on-demand flex-service that operates within a service area mainly following the John Young Parkway corridor from Shingle Creek to Intersession City and the South Poinciana Boulevard corridor from John Young Parkway to Crescent Lakes Way. LYNX routes 26 (Pleasant Hill Road) and 306 (Poinciana/Magic Kingdom) have stops within this service area.

Service frequency and days of operation vary by LYNX route. Routes 10, 26, 55, 56, and 108 provide the most frequent service and provide service seven days a week and on holidays. During hours of operation there are 30 minutes of headways on these routes ~~except for route 26. Route 26 has 30 minute headways during the morning (northbound) and during the afternoon (southbound) with 60 minute headways the rest of the time~~. Routes 18 and 57 have 60 minute headways and do not operate on Sundays or holidays. Route 306 focuses on north-bound morning buses and south-bound evening buses. Routes 407 and 441 are express service routes with 60 minutes of headways. Route 407 does not operate on Sundays and holidays and route 441 does not operate on weekends or holidays. ~~Route 208 has 60 minute headways and operates only on weekdays. Route 631 and 632 provide limited daily service and do not provide weekend or holiday service.~~

During the Covid pandemic, ridership throughout the LYNX system declined sharply, and although most routes are steadily recovering, ridership numbers are still down from 2017 levels.~~Ridership figures vary significantly among routes.~~ Routes 55 and~~,~~ 56 ~~and 108~~ each provide transportation to more than 500,000 people annually. Routes 108 provide service between downtown Orlando and Kissimmee, Route 55 provides service between Four Corners and Kissimmee, and Route 56 provides service between Kissimmee and Disney World. Table 2-1~~Table 2-2~~ provides generalized ridership data for each LYNX route providing service within the City with the highest Ridership occurring on Route 55.

Table 2-1: Ridership per LYNX Route Serving Kissimmee, Fiscal Year 2017

Route	Average Monthly	Annual
Route 10	~~22,559~~19,948	~~270,704~~239,380
Route 18	~~28,836~~20,716	~~346,029~~248,590
Route 26	~~24,362~~19,704	~~292,343~~236,449
Route 55	~~57,914~~45,600	~~694,962~~547,197
Route 56	~~59,635~~41,978	~~715,617~~503,738
Route 57	~~18,801~~14,148	~~225,614~~169,780
Route 108	~~50,949~~36,438	~~611,393~~437,259
~~Route 208~~	~~646~~	~~7,754~~
Route 306	~~2,117~~2,375	~~25,401~~28,495
Route 441	~~12,514~~8,916	~~150,170~~106,986
~~Route 631*~~	~~-~~	~~-~~

Route	Average Monthly	Annual
~~Route 632*~~	-	-

~~* Demand response service~~

Source: ~~2017 Annual Ridership Report.~~LYNX 2024 Annual Ridership by Link

Note: The report tallies are based on LYNX's 2024 Fiscal year from Sept 2023 through Sept 2024.

SUNRAIL COMMUTER RAIL SERVICE



Photo by: Red Huber / Orlando Sentinel

After years of planning and coordination the first phase of SunRail opened May 1st, 2014. This segment stretches 32 miles and ~~features~~ featured 12 stations. In July 2018 the southern end of the second phase of SunRail opened, extending service to Kissimmee and Poinciana. The commuter rail service operates on existing railroad tracks previously used only by freight and Amtrak trains. ~~Future phases of SunRail include an extension northward to DeLand and southward to the Poinciana area. This will add an additional 29-mile segment and five additional stations.~~

~~The City of Kissimmee will be served by phase two of the project, with three stations serving the City planned at Osceola Parkway, Poinciana Industrial Park and Downtown Kissimmee at the existing Amtrak station. This latter station in Downtown Kissimmee will provide the greatest linkage opportunities with future bus circulator routes and LYNX routes. SunRail trains will initially run every half hour in the AM~~

and PM peak periods, and every two hours during the rest of the day. Service frequency may increase in future years as ridership demands.There are two SunRail stations within the City, including the

AMTRAK Passenger Rail Service

A mainline route is operated through Kissimmee by FDOT. In the northern half of Kissimmee the railroad travels in a NNE to SSW orientation and is located west of Michigan Avenue. In the downtown area the railroad shifts to a NE to SW orientation and is located north of US 17-92. In addition to serving freight operations, AMTRAK service is provided along the corridor on the Silver Service. Table 2-3 summarizes the existing AMTRAK schedule for the City.



AMTRAK's Kissimmee station is one of 19 stations in the State of Florida. The city's central location in the State provides easy access to the major metropolitan areas of Tampa, Jacksonville, and Miami. The AMTRAK train service provides an opportunity for out-of-town (and even cross country) visitors to travel directly into downtown Kissimmee where they can then connect to the City's multimodal transportation system including the Kissimmee Intermodal Center, adjacent to the AMTRAK station. As of 2025 there are two AMTRAK routes that stop in Kissimmee: the Silver Meteor and Floridian routes. The Floridian route is a temporary route that combined the previous Silver Star and Capitol Limited routes, which links Chicago to Miami via Washington DC. It is expected that the previous routes will eventually return and the Floridian route will be eliminated. Table 2-3 shows the service schedule for these two lines, as offered at the time of the adoption of this data and analysis. Table 2-3Table 2-4 provides the approximate travel time to significant regional and national cities using AMTRAK service from Kissimmee.

Table 2-2: AMTRAK ~~Silver~~ Service Schedule

Time	Service
Silver Meteor Train #97/98	
~~10:44~~12:57 ~~AM~~PM	Southbound departure
~~12:56~~1:41 PM	Northbound departure
~~1:26 PM~~	~~Southbound departure~~
~~6:48 PM~~	~~Northbound departure~~
Floridian Train #1040/1041	
11:45 AM	Southbound departure

Time	Service
Silver Meteor Train #97/98	
6:03 PM	Northbound departure

Source: AMTRAK website ~~(https://www.amtrak.com/content/dam/projects/dotcom/english/public/documents/timetables/Silver-Service-Palmetto-Schedule-010818.pdf)~~

~~Kissimmee is one of 21 cities in the State of Florida with an AMTRAK train station. The city's central location in the State provides easy access to the major metropolitan areas of Tampa, Jacksonville, and Miami. The AMTRAK train service provides an opportunity for out-of-town visitors to travel directly into downtown Kissimmee where they can then connect to the City's multimodal transportation system including the Kissimmee Intermodal Center, adjacent to the AMTRAK station. Table 2-4 provides the approximate travel time to significant regional and national cities using AMTRAK service from Kissimmee.~~

Table 2-3: AMTRAK Travel Times

Destination	Commute Time
Orlando	0:~~28~~39
Tampa	1:~~39~~44
Jacksonville	~~34~~:~~57~~14
Miami	5:~~23~~18
Washington, DC	18:~~25~~56
New York City	22:~~33~~21

Source: AMTRAK website ~~(http://tickets.amtrak.com/itd/amtrak)~~

Bicycle And Pedestrian Network

The City of Kissimmee is committed to improving and expanding upon the existing pedestrian and bicycle networks in the City. The multimodal transportation district (MMTD) has adopted specific bicycle and pedestrian quality of service standards, these standards will be adopted citywide for future transportation evaluation. The following table summarizes the future standards:

Table 2-4: Future City-Wide ~~QOS~~MMQOS Scores

Pedestrian	Bicycle	Transit
B-	B	B+

The majority of roadways in the City, both within and outside of the MMTD, contain sidewalks and many contain bike paths. These facilities are located throughout all parts of the City, and are identified on Figure 2-2: Existing and 2050 Pedestrian and Bicycle Facilities~~Figure 2-13: Existing and 2040 2050 Pedestrian and Bicycle Facilities~~.

Sidewalk coverage is significant throughout the City with the majority of the City's streets containing sidewalks. The Vision section has identified complete street concepts which specifies construction and location requirements of sidewalks and bicycle paths. The Land Development Code will include these guidelines and provide the City authority to require pedestrian ways and bicycle ways outside of right-of-way in order to facilitate pedestrian access to schools, parks and other nearby streets. The code requirements for these pedestrian features allow the City to implement its vision of improving mobility throughout the City.



ROADWAY NETWORK

The roadway network and connectivity varies throughout the City. The traditional neighborhoods ~~area~~ within the ~~MMTD~~ City (prior to the 1960) ~~is~~ are generally arranged in a grid pattern and provide~~s~~ high levels of connectivity. In the newly developed areas in the north and south, some suburban, cul-de-sac style development has occurred. Where feasible, connectivity should be improved in those areas with limited connectivity in order to increase resident's safe and convenient access to employment, retail and services via transit, pedestrian, bicycle and roadway facilities.



ROADWAY CLASSIFICATION

The City of Kissimmee has defined a hierarchy of streets based on land use and modal emphasis. Establishing roadway classifications helps the City prioritize multimodal improvements and continue to progress toward their long-term multimodal goals.

‘A’ streets are vehicular emphasis streets with a regional mobility focus. These streets include both mobility emphasis for motorized and non-motorized modes of transportation through wide sidewalks, protected bicycle facilities, and landscape buffers to separate pedestrians and bicyclists from higher speed traffic. ‘B’ streets emphasize high multimodal mobility and support access to major local destinations by providing local connections, on-street parking, shared-lane marking, and/or dedicated bike lanes, and wide sidewalks. ‘C’ streets are local-access residential and non-residential streets with on-street parking, sidewalks, and slower speeds of traffic. These street types are shown in Figure 2-3~~Figure 2-14~~.

Table 2-5: A and B Streets

A Streets	
John Young Parkway	
Main Street (US 441)	
Osceola Parkway	
Poinciana Boulevard	
Vine Street (US 192)	
B Streets	
Armstrong Boulevard	Main Street
Bill Beck Boulevard	Martin Luther King Jr Boulevard/Neptune Road
Boggy Creek Road	Michigan Avenue
Broadway	Mill Run Boulevard
Carroll Street	Mill Slough Road
Central Avenue	Monument Avenue
Church Street	Oak Street
Clay Street	Old Boggy Creek Road
Clyde Avenue	Old Dixie Highway
Columbia Avenue	Old Vineland Road
Denn John Lane	Orange Blossom Trail (South of US 192)
Donegan Avenue	Partin Settlement Road
Dyer Boulevard	Penfield Street
Emmett Street	Ruby Avenue
Hoagland Boulevard	Smith Street
Lakeshore Boulevard	Thacker Avenue
Mabbette Street	Woodcrest Boulevard

C STREETS - LOCAL STREETS

Local streets are all those not classified as an arterial or collector. These facilities generally provide access to residential areas. Traffic volumes are generally low, trips are short and speed of traffic is slow.

STREET TYPOLOGY GUIDANCE

Table 2-6: Street Typology Guidance

	A Streets			B Streets		C Streets
Streets Criteria	**Vine Street / US 192**	**John Young Parkway**	**90 - 100' Right-of-Way**	**70 - 80' Right-of-Way**	**60 - 70' Right-of-Way**	**50' Right-of-Way**
TRAVELWAY						
Desired Operating Speed	45	45	35	35	30	25
Number of Lanes (bidirectional)	4 - 6	4 - 6	2 - 4	2 - 4	2 - 4	2
Optimum Lane Width	10 - 12 ft.	10 - 12 ft.	10 - 12 ft.	10 - 11 ft.	10 - 11 ft.	10 - 11 ft.
On-Street Parking Width	Not recommended	Not recommended	Not recommended	Optional/7 - 8 ft.	Optional/7 - 8 ft.	Optional/7 - 8 ft.
On-Street Bike Lane Width	Not recommended	Not recommended	5 - 8 ft.	5 - 8 ft.	5 - 8 ft.	Sharrow
Median	16 ft.	16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	N/A
Access Management	See Access Management		Context Sensitive Engineering Manual			
ROADSIDE						
Optimum Sidewalk Through Zone	12 - 20 ft.	12 - 20 ft.	5 - 20 ft.	5 - 10 ft.	5 - 9 ft.	5 - 10 ft.
	Sidewalk through zone includes only the clear pedestrian travel way					
Optimum Sidewalk Amentity / Landscaped Buffer	1 - 5 ft. tree well	1 - 5 ft. tree well	5 - 8 ft. tree well or 2 - 10 ft. planting strip	5 - 8 ft. tree well or 2 - 12 ft. planting strip	2 - 8 ft. planting strip	2 - 8 ft. planting strip
	Sidewalk amenity includes the roadway edge zone and furnishings and planting strip					
Sidewalk Amenity (Treatments and Spacing)	Highest quality treatments and closest possible	Highest quality treatments and closest possible	Standard quality treatments and optimum spacing	Standard quality treatments and optimum spacing	Highest quality treatments and closest possible	Highest quality treatments and closest possible
Street Lighting	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Pedestrian scale fixtures	Pedestrian scale fixtures
Stormwater Management	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Bio-swales
Transit Facilities (Bus Pull-outs/Lanes and Stops)	BRT Station Areas / local bus stops every 2 blocks	Stops every 2 blocks	Pull- out bays / stops every 2 blocks	Pull- out bays / stops every 2 blocks	Stops every 2 blocks	Not Recommended
INTERSECTIONS						
Optimum Crosswalk Spacing	At intersections	At intersections	At intersections	At intersections	At intersections	600 ft.
Curb Radii	20 - 30 ft.	20 - 30 ft.	20 - 30 ft.	15 - 25 ft.	15 - 25 ft.	15 - 20 ft.

TYPICAL SECTIONS

Figure 2-13: Typical "A" Street (Vine Street (192)/John Young Parkway) Section

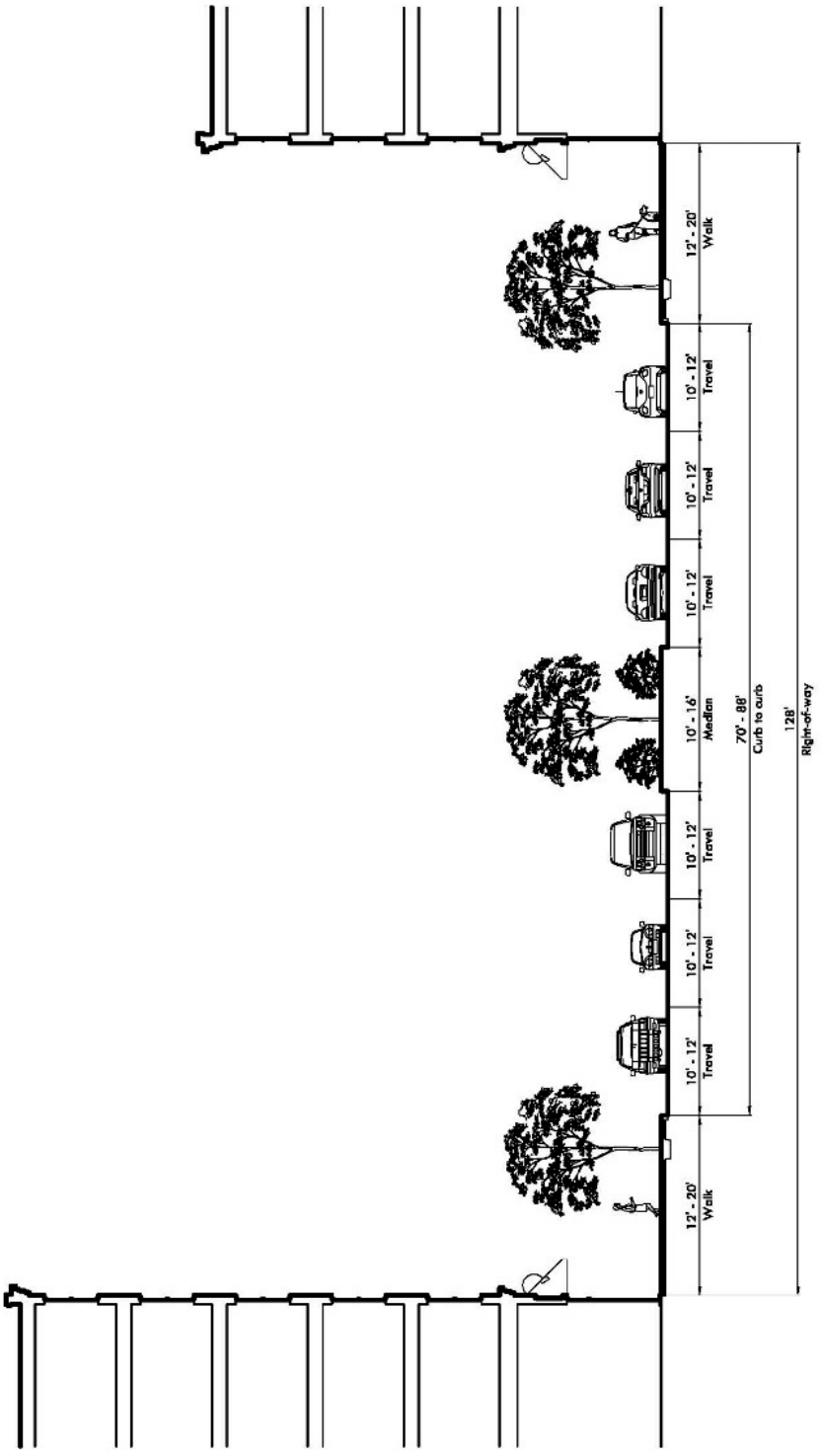


Figure 2-14: Typical “A” Street with 90’-100’ Right-of-Way Section

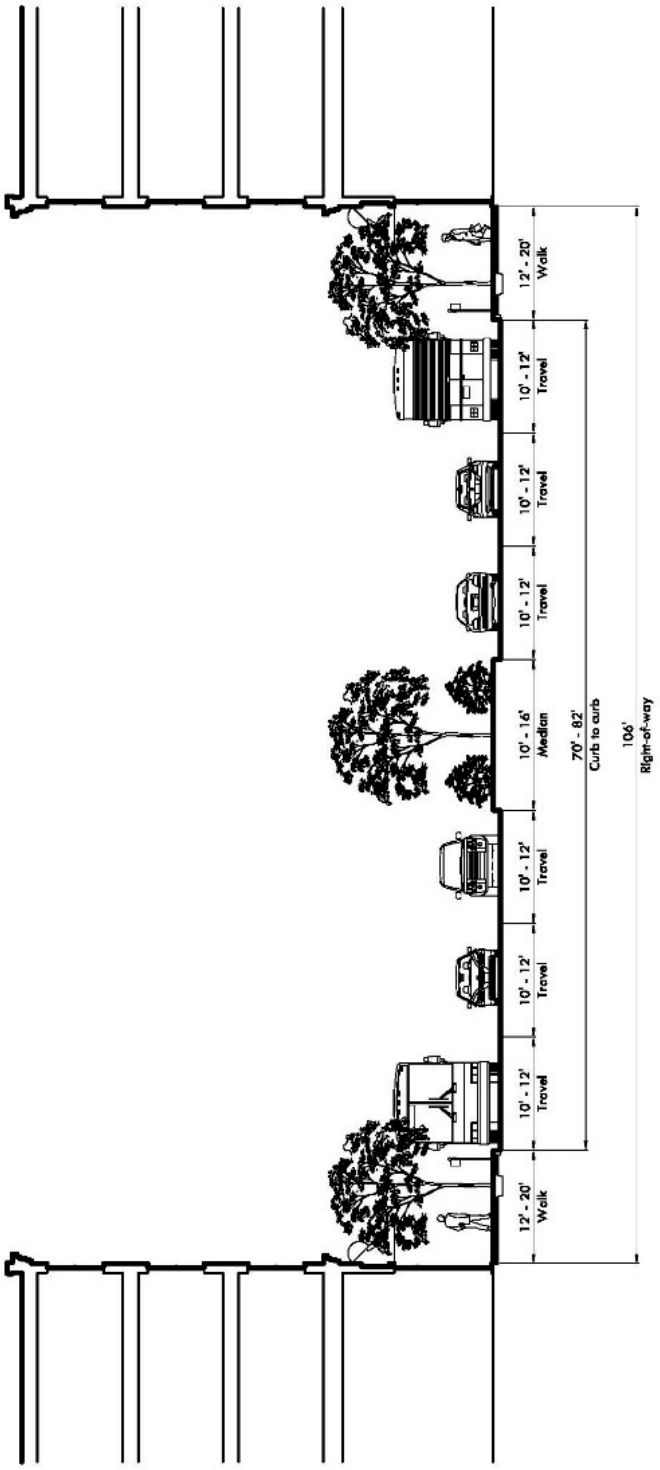


Figure 2-15: Typical “A” Street with 90’-100’ Right-of-Way Section

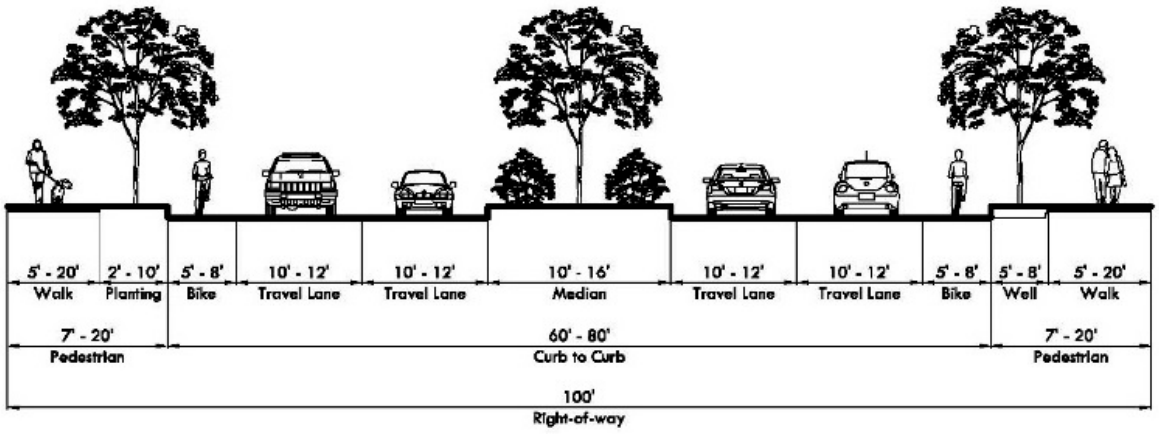


Figure 2-16: Typical “A” Street with 90’-100’ Right-of-Way Section

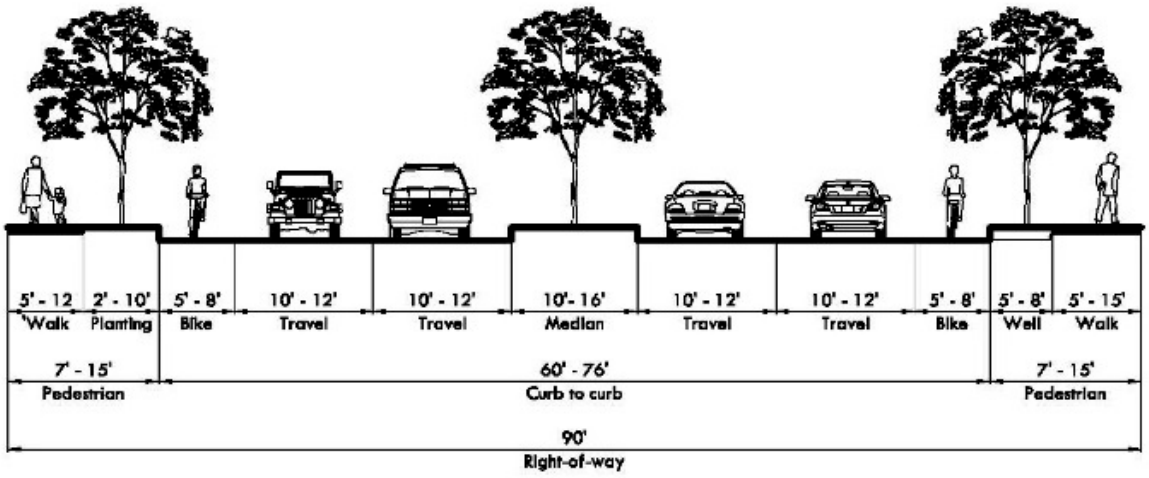


Figure 2-17: Typical “A” Street with 80’-90’ Right-of-Way Section

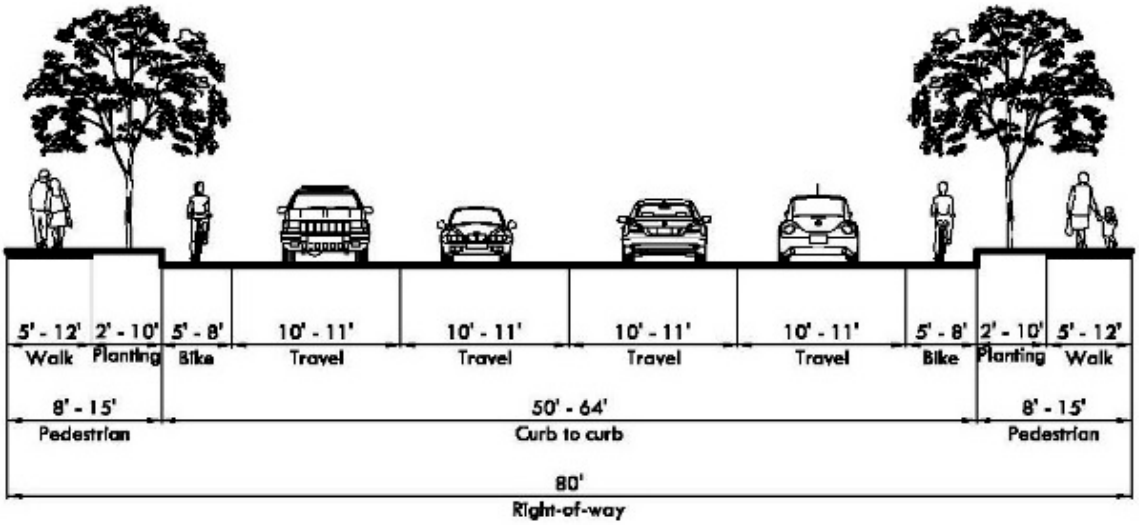


Figure 2-18: Typical “B” Street with 70’-80’ Right-of-Way Section

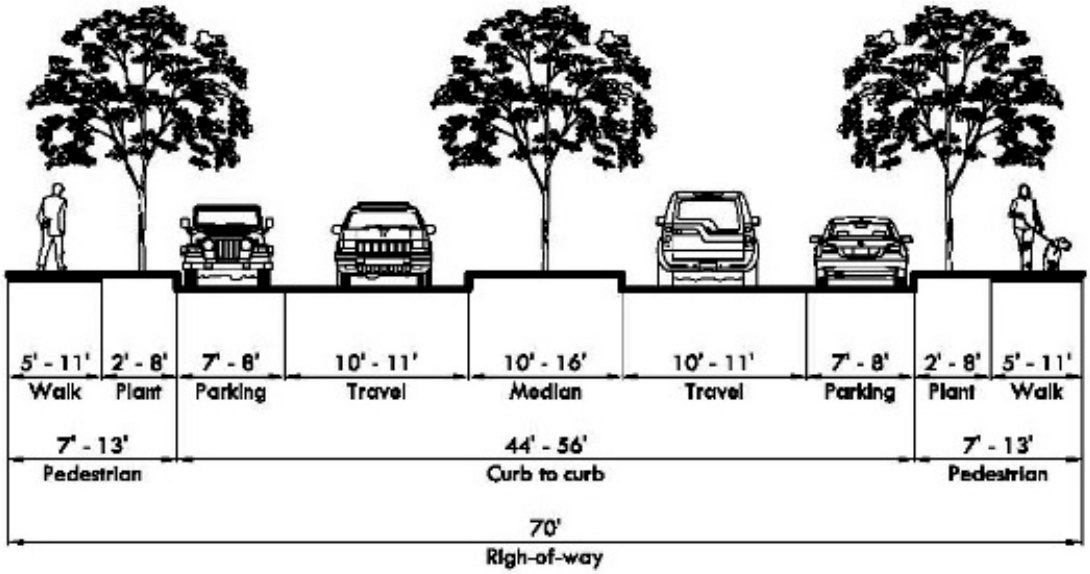


Figure 2-19: Typical "B" Street with 60'-70' Right-of-Way Section

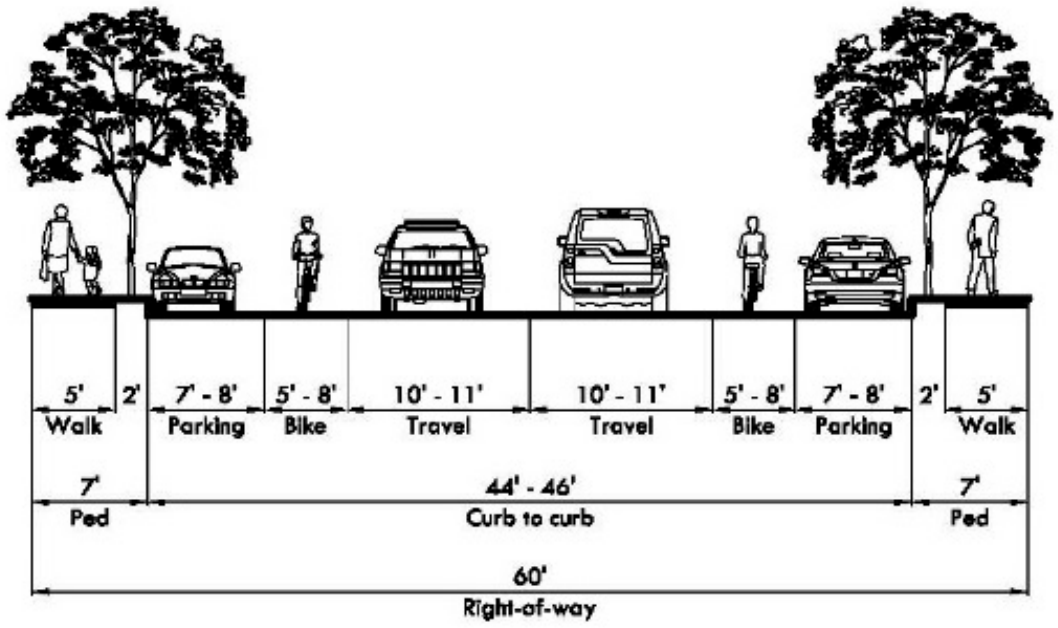
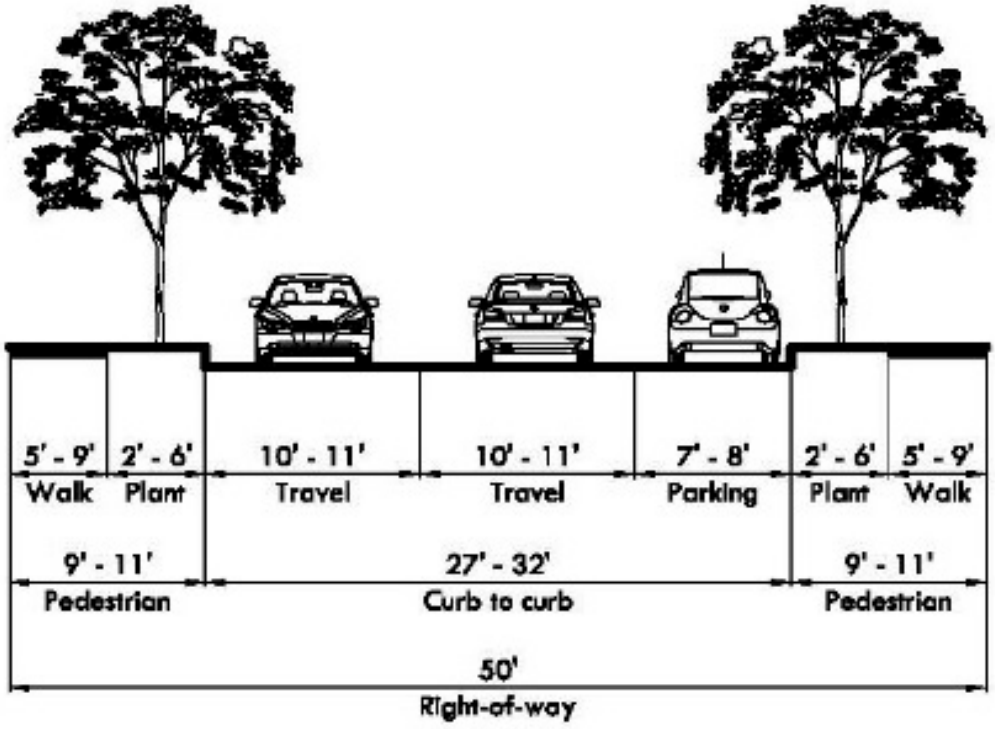


Figure 2-20: Typical "C" Street with 50' Right-of-Way Section



Functional Classification

The functional classifications are used to categorize roadway facilities within the City of Kissimmee to be consistent with the Federal Aid program and MetroPlan Orlando:

- Principal Arterials
- Minor Arterials
- Major Collectors
- Minor Collectors
- Local Streets
- Limited and Controlled Access Facilities

Roadway classifications are identified in Figure 2-4~~Figure 2-15~~.

Number of Lanes

Most of the significant roadways in the City contain either two or four lanes. ~~Two~~ Three facilities contain six lanes, including Vine Street, ~~and~~ North John Young Parkway (north of Vine Street), and a short segment of Osceola Parkway west of the Turnpike interchange. Programmed roadway lane additions are identified later in this report, in the transportation capital improvements section. An Existing Number of Lanes map has been included as Figure 2-5~~Figure 2-16~~ to identify the number of lanes on City roadways.

The City is generally developed and much of the anticipated future growth will occur through infill and redevelopment. Creating walkable and more compact activity centers and neighborhoods requires that the number of lanes remain constrained. As such, for areas already developed, the City has a policy to discourage roadways widening (excluding intersection improvements) beyond the strategic improvements identified in the Capital Improvements Element roadway network.

Table 2-7: Existing Lane Miles

Lanes	Centerline Feet	# Lanes x Centerline Feet	Lane Miles
2	1,273,151~~1,106 692~~	2,546,302~~2,213,385~~	~~419~~482
4	114,124~~94, 275~~	456,495~~377, 101~~	~~71~~87
6	45,448~~40, 112~~	272,688~~240, 671~~	~~46~~52
	Total Centerline (Feet) **1,432,723~~1,241, 080~~**	**Total Lane (Feet)** **3,275,485~~2,831,158~~**	**Total Lane (Miles)** **~~536~~621**
	Total Centerline (Miles) 235		

Right-of-Way Reservations

A ~~2040~~ 2050 Right of Way Reservation map has been included as Figure 2-6~~Figure 2-17~~ identifying jurisdictional and maintenance responsibility within the City. The City of Kissimmee collects mobility fees during the development process and these fees used on new facilities or capacity improvements benefiting the City of Kissimmee.

Evacuation Routes

Evacuation routes are located within the City, and due to its inland location, the City serves as an area for coastal evacuees to stay in during hurricanes and other coastal storms. An Existing Evacuation Routes map has been included as Figure 2-7~~Figure 2-18~~ identifying each of these routes. Evacuation routes in the City, as identified by the Florida State Emergency Response Team (SERT), include the following facilities:



- Vine Street (US 192)
- John Young Parkway
- Florida's Turnpike
- North Orange Blossom Trail

CONGESTION MANAGEMENT AND QUALITY OF SERVICE STANDARDS



Traditionally in Florida, level of service standards are identified for roadways based on capacity and traffic volumes. The City of Kissimmee has taken a multimodal approach to transportation and identifies bicycle, pedestrian and transit quality of service (MMQOS) standards. The City's designation as a Dense Urban Land Area (DULA) changes how transportation concurrency is viewed. It provides municipalities with increased abilities to develop multimodal strategies and address transportation needs beyond just roadway conditions. The City has embraced multimodal strategies and adopted a MMTD and is expanding these multimodal strategies citywide.

The following information summarizes transportation LOS/~~QOS~~MMQOS standards in the City.

BICYCLE AND PEDESTRIAN STANDARDS



The City of Kissimmee has adopted pedestrian and bicycle quality of service standards within the MMTD, which now extends throughout the city limits. Through public and private investments, the ~~QOS~~MMQOS of the pedestrian and cycling networks is a B standard by 2025 and maintaining a B (or greater) standard in ~~2040~~2050.

The latest MMTD Monitoring Report of the MMTD an analysis of the existing ~~QOS~~MMQOS was performed. The pedestrian ~~QOS~~MMQOS was a C-, the bicycle ~~QOS~~MMQOS was a C- and the transit ~~QOS~~MMQOS was a C. Depending on the individual segment, the ~~QOS~~MMQOS ranged from A to F for bicycle and cycling facilities and between C and F for transit. Overall, there has been an increase in the number of bicycle and pedestrian facilities operating at ~~QOS~~MMQOS C or better since 2006, but the number of pedestrian facilities operating at MM~~QOS~~QOS C or better reduced by about three percent since 2011 due to increased traffic volumes in the MMTD along several roadways.

However, it should be noted that overall the vehicle miles traveled in the MMTD decreased by five percent. During implementation of the MMTD pedestrian and bicycle capital projects were identified to improve the ~~QOS~~MMQOS and a review of future transit improvements was analyzed, including the addition of bus rapid transit, a local circulator and improvements to LYNX service.

TRANSIT ~~QOS~~MMQOS STANDARDS

The City of Kissimmee has adopted a transit quality of service standard within the MMTD. Improving transit service to attain the quality of service standard requires coordination with LYNX, FDOT, and other external agencies and the ability to secure funding for capital and operational improvements. Between 2011 and 2013, the transit MMQOS score improved significantly as a result of transit service improvement, and this resulted in a transit MMQOS grade improvement from C- to C. Currently, only transit facilities are operating at a satisfactorily quality of service (C). With the implementation of commuter rail service, development of bus rapid transit service in the Vine Street corridor, creation of a local circulator service, and construction of supportive transit infrastructure, the City will continue to see enhanced transit conditions.



ROADWAY LOS STANDARDS

The update to the City's comprehensive plan includes the following roadway LOS standards ~~(outside of the MMTD)~~:

The following standards shall be applied on a citywide basis:

1. Provide for the continuation and expansion, where feasible, of the street grid to promote connectivity, improve pedestrian conditions and increase access to transit.

2. ~~Inside the MMTD, r~~Roadway expansions to add lanes shall be supported only if pedestrian and bicycle facilities are part of the improvement or new lanes will be dedicated for transit service. ~~City reviews of roadway expansions to add lanes for areas outside the MMTD also shall consider pedestrian, bicycle and pedestrian enhancements.~~

3. Enhance pedestrian, bicycle and transit conditions, using a “complete streets” approach to site design and development.

> “Complete Streets” are designed to enable safe access for all users including pedestrians, bicyclists, transit riders and motorists of all ages and abilities.

4. Eliminate gaps in the pedestrian/sidewalk system to facilitate access to transit services and facilities.

5. Implement traffic study procedures for ~~proposed development outside the MMTD~~ that address the needs of a multimodal transportation system. The required traffic study methodologies and development review shall at a minimum evaluate:

    a. the need for road or intersection improvements;

    b. access to existing or proposed transit services, including the provision of on-site transit infrastructure;

    c. the need for pedestrian or bicycle network improvements;

    d. pedestrian and bicycle cross access between sites;

    e. the need for “complete street” treatment; and

    f. the potential for access to the Shingle Creek trail.

The following standards will be applied to areas within one-half mile of a ~~proposed~~ SunRail transit station ~~(excluding the Kissimmee Intermodal Center which is subject to MMTD policies)~~:

~~1. The City will coordinate with Osceola County, LYNX, Florida Department of Transportation, or other agencies on the location and development of SunRail stations to support the investment in transit infrastructure.~~

1. The City will develop a forum for station-area planning and integrating land use and transportation planning to foster community involvement in the location and design of stations.

2. The City is working towards updating urban form standards in the Land Development Code to define development patterns that promote pedestrian and transit activities and create a more walkable environment in proximity to the station. Items to be addressed include the placement and design of parking; safe, comfortable and convenient pedestrian access to the station; balance and proximity of uses; and safe and protected bicycle parking.

The City is establishing standards in the Land Development Code to be applied to areas within one-quarter mile of existing and planned LYNX routes:

1. Require new development, including redevelopment, to provide direct and convenient pedestrian and bicycle access to sidewalks and bus stops and provide marked crossings from the stop or sidewalk to the building's front door.

2. Require an adequate number of appropriately designed bicycle facilities on site and at bus stops.

3. Work with developers or community groups to provide and maintain bus stop shelters with seating, lighting, and transit service information.

~~Multimodal Transportation District (MMTD) & Vine Street (US 192) CRA Masterplan~~Mixed Use Districts

The Future Land Use map includes mixed-use districts ~~in the MMTD~~ to assist in achieving the multimodal goals set forth for the ~~area~~city. The land use enhances the ability to develop in a way that promotes compact development served by pedestrian, bicycle and transit facilities. Policies related to the land uses are included in the future land use element.

Additionally, both the Downtown Community Redevelopment Agency (CRA) and the Vine Street (US 192) CRA Masterplan provide a framework of redevelopment, economic development, urban design and multimodal transportation goals and objectives, and identifies specific strategies to achieve these goals. The following highlights the major goals for the Vine Street CRA:

- Create compact, human-scaled mixed use development patterns with a distinct sense of place.
- Increase housing diversity.
- Increase transportation choices.
- Support healthy lifestyles and reduced energy consumption.
- Create vibrant, attractive and inviting public spaces.
- Revitalize and redevelop properties to attract new jobs.
- Revitalize and redevelop properties to attract housing throughout the corridor.
- Preserve existing natural systems and create new green infrastructure systems.

STRATEGIC INTERMODAL SYSTEMS (SIS) FACILITIES

The City of Kissimmee currently has six existing and emerging SIS facilities:

Existing SIS Facilities

- ~~Kissimmee Gateway Airport~~
- CSX Railroad
- Florida's Turnpike
- US 17/92, from Turnpike to Intermodal Center
- Kissimmee Intermodal Transportation Center
- Kissimmee Amtrak Station
-
  - ~~US 192/Vine Street and Hoagland Boulevard, from US 17/92 to Gateway Airport~~

~~**Emerging SIS Facilities**~~

- ~~Kissimmee Intermodal Transportation Center~~
- ~~US 17/92, from Turnpike to Intermodal Center~~

Each of these facilities is identified on the Strategic Intermodal System Facilities map provided in Figure 2-8~~Figure 2-19~~. The roadway SIS facilities include major thoroughfares and routes that serve major transportation centers, including the ~~Kissimmee Gateway Airport and the~~ Kissimmee Intermodal Center.

EXISTING CONDITIONS

Most roadways in the City are currently operating at LOS C. An Existing Roadway Quality of Service map in Figure 2-9~~Figure 2-20~~ has been included identifying the existing LOS of roadways in the City. The existing LOS is based on the latest available traffic counts.

Table 2-8 identifies roadway segments in the City that are currently operating at LOS E or LOS F.

Table 2-8: Facilities Operating at LOS E and F

Road	From Road	To Road	Existing LOS	~~Within MMTD?~~
Vine Street (US 192)~~West Columbia Avenue~~	Dyer Boulevard~~Dyer Blvd~~	Hoagland Boulevard ~~North Thacker Avenue~~	~~LOS E~~ LOS E	~~Yes~~
Vine Street (US 192)~~South Poinciana Boulevard~~	Hoagland Boulevard~~South Orange Blossom Trail~~	West City Limits~~US 192~~	LOS F~~LOS E~~	~~No~~
Vine Street (US 192)~~North Thacker Avenue~~	Michigan Avenue~~West Oak Street~~	Main Street~~West Vine Street (US 192)~~	LOS E~~LOS E~~	~~Yes~~
Simpson Road	Fortune Road	Buenaventura Boulevard	LOS ~~E~~F	~~No~~
Neptune Road~~Michigan Avenue~~	Lakeshore Boulevard~~East Vine Street (US 192)~~	East City Limits~~East Osceola Parkway~~	LOS E~~LOS F~~	~~Southern Portion~~
Osceola Parkway	Dyer Boulevard			
North Hoagland Boulevard	West Columbia Avenue	~~West Vine Street~~Flying Fortress Ave	LOS F	~~Yes~~
South John Young Parkway (US 17-92)	South City Limits	~~Emmett~~ Portage Street	LOS F	~~Portion~~
N Main Street	Columbia Avenue	North City Limits	LOS F	

Source: MetroPlan Orlando Regional Travel Demand Model

Those roadways operating below the adopted LOS standards (LOS "E" or "F") include portions of: ~~West~~ Vine Street (US 192), N Main Street, Neptune Road, ~~Columbia Avenue, North Thacker Avenue,~~ North Hoagland Boulevard, Simpson Road, ~~Michigan Avenue, South Poinciana Boulevard,~~ and South John Young Parkway (US 17/92). All ~~Several~~ of these roadway sections are located within the MMTD now that it has been extended over the entire city~~(US 17/92, Oak Street, Columbia Avenue)~~ and will be subject to the new criteria for roadway deficiencies and improvements, based on improving the entire multimodal system and no longer giving preference to roadway facilities.

Freight Operations

The 2013 Central Florida Regional Freight Mobility Study aims to identify and implement improvements to accommodate the increasing demand for freight and goods movement in the Florida region as freight is critical to the region's vitality and quality of life. Study counties include Orange, Osceola, Seminole, Lake, Sumter, Brevard, and Volusia Counties. The Central Florida region's economy relies, in large part, on its transportation assets such as the region's interstate and state highways, Class I and regional railroads, deep water ports, and international airports.

Planning efforts are being undertaken across the state and region to address freight operations, as they are a critical component of the economy and quality of life. As FDOT reported in its 2021 Freight and Logistics Overview, 83% of the state's freight tonnage is moved via truck – and in Osceola County, that number is over 98%. That reality is reflected in Metroplan's 2050 Multimodal Transportation Plan, with the majority of freight improvements in and around Osceola County comprised of reducing trucking bottlenecks and increasing truck parking stations. The MTP identified two recurring trucking bottlenecks in or near the City including the John Young Parkway/Pleasant Hill Road intersection and the Florida Turnpike/Osceola Parkway interchange. These two intersections were rated in the top 15 trucking bottlenecks in the three-county region. FDOT also names these intersections in the State's top 100 trucking bottlenecks in its 2024 Freight Mobility and Trade Plan. Both the Metroplan and FDOT freight plans describe the removal of bottlenecks as one of their top policy, planning, and funding priorities.

~~Additionally, the Freight Mobility section of the 2040 Long Range Transportation Plan (LRTP) focuses on the concept of freight villages. A freight village provides access to rails, trucks, ports, and/or airports and enhances connectivity of the overall transportation system for both people and freight. Freight villages serve as economic drivers by offering lower logistics costs and creating jobs in and related to the freight industry. The Kissimmee Gateway Airport is identified as an established freight village in MetroPlan Orlando's 2040 LRTP.~~

The following list of freight recommendations include infrastructure, operational, and institutional projects identified within Osceola County supporting freight access and mobility to the City of Kissimmee:

Table 2-9: Freight Improvements

Location/Roadway	Improvement Type	Details	Timing	Notes
US 192/John Young Parkway ~~at US 17/92~~	Operational/Safety	~~Traffic Management strategies~~Freight Bottleneck	Near term	2050 MTP Cost Feasible Plan
~~Kissimmee Gateway Airport~~	~~Operational~~	~~Add a signal at Hoagland Blvd. and 5th St. intersection (if warranted)~~	~~Near term~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Operational~~	~~Modify EB shared through and right turn lane to exclusive through and right turn lanes at US 192 and Thacker Rd~~	~~Near term~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add second NB left turn lane at Thacker Avenue and US 192~~	~~Near term~~	~~2010 SIS Connector Study~~
~~CR 531/ CR 471~~	~~Institutional~~	~~Request by local planners~~	~~Near term~~	~~Add to freight subnetwork~~

Location/Roadway	Improvement Type	Details	Timing	Notes
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add second EB left turn lane and second WB left-turn lane at Thacker Avenue and US 192~~	~~Mid range~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add third WB left turn lane at Osceola Pkwy and Michigan Ave~~	~~Mid range~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add second NB through lane at Osceola Pkwy. and Michigan Ave~~	~~Mid range~~	~~2010 SIS Connector Study~~
~~US 17/92 Poinciana Blvd.~~	~~Capacity~~	~~PLANNED 17/92 widening to 6L~~	~~Long range~~	
~~US 192 at US 17/92~~	~~Capacity~~	~~Address capacity constraints by focusing on mass tourist transportation options (i.e. streetcar/trolley)~~	~~Long range~~	
~~US 192 near Florida's Turnpike~~	~~Capacity~~	~~PLANNED roadway widening~~	~~Long range~~	
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~PLANNED area wide improvements~~	~~Long range~~	
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add second WB left-turn at US 192 and Hoagland Blvd Modify SB right turn lane at US 192 and Thacker Rd. to shared right and through lane~~	~~Long range~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Add third NB left turn lane at Osceola Pkwy. and Michigan Ave~~	~~Long range~~	~~2010 SIS Connector Study~~
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Widen Hoagland Blvd from airport to US 17/92 from 2/4 lanes to 6 lanes~~	~~Long range~~	
~~Kissimmee Gateway Airport~~	~~Capacity~~	~~Realign Hoagland Blvd~~	~~Long range~~	

Source: ~~Central Florida Regional Freight Mobility Study (2013)~~Metroplan 2050 Multimodal Transportation Plan: Cost Feasible Plan

RAILROAD FACILITIES

The CSX Railroad provides freight service through the City. The route contains an Automatic Train Control operation with an operating speed of 35 mph through the City. The following nine railway crossings are currently located in or adjacent to the City of Kissimmee and all contain signals and protected gates:

- US 17/92 (grade separated)
- Vine Street (US 192)

- Magnolia Street
- Oak Street
- Neptune Road
- Dakin Avenue
- Monument Avenue
- Ruby Avenue
    - ~~Penfield Street (closing)~~

Airport Facilities

The Kissimmee Gateway Airport is located in the southwestern portion of the City. The airport handles in excess of 150,000 operations per year, with the intent of continued expansion. It is a general aviation reliever airport ~~SIS facility~~that was previously categorized as a SIS facility, but was removed from the list by FDOT prior to 2025. Existing facilities at the airport include two active runways; runway 15-33 is 6,000 feet long and 100 feet wide and serves as the primary runway, and runway 06-24 is 5,000 feet long and 100 feet wide. Navigational aids at the airport include instrument landing system (ILS), global positioning system (GPS), and an off airport very high frequency omni-directional radio range (VOR). There are a total of ten taxiways on site and general aviation and terminal facilities. Other facilities onsite include five flight schools, aircraft maintenance and repair facilities, aircraft charter companies, the Osceola County Sherriff's Aviation Department, recreational tenants, and fuel storage facilities.

The airport is accessible by US 192 and Dyer Boulevard to the terminal and north quadrant, Hoagland Boulevard, 4th and 5th Streets to the west quadrant, Hoagland Boulevard, Pershing Avenue and Clay Street to the south quadrant, and Thacker Avenue and Patrick Street to the east quadrant. Additionally, Martin Luther King, Jr. Boulevard serves as a connection to the airport as airport administrative offices are moving to Martin Luther King, Jr. Boulevard. A strategic intermodal system (SIS) connector facility is located along a route accessing the airport. This is identified on the included SIS Facilities map.

Current Multimodal Studies / Projects

The City is currently undertaking and planning for a variety of roadway and pedestrian-oriented projects in order to enhance mobility throughout the City. The following provides an overview of these studies and projects.

~~Kissimmee Circulator~~

In 2013 Renaissance Planning Group completed a feasibility study for a transit circulator in downtown Kissimmee. The study builds upon the City's multimodal planning efforts and represents a significant step in accomplishing multimodal planning objectives as described in the MMTD and Comprehensive Plans. The circulator, as proposed, addresses a critical need to providing local access to the future SunRail route connecting Kissimmee and Osceola County with Orange, Seminole and Volusia Counties. The circulator is one more element of the City's long-term vision and strategic blueprint for mobility and redevelopment to foster an inviting, attractive and economically sustainable destination that benefits the entire community and region. The report made five recommendations for the Kissimmee Circulator:

- Service should complement existing and planned regional transit service, such as SunRail, LYNX Route 108, previously Route 4, and the new FastLink 441 service.

- A downtown circulator service should be fast and frequent. Finding the right balance of service frequency, destinations reached and cost is essential.

- Information about the service should be clear and distinctive, helping the circulator to stand out as a unique brand of service consistent with Kissimmee's image and redevelopment themes.

- The circulator needs to connect with key civic, institutional and employment destinations, such as Osceola Regional Medical Center, Plaza del Sol, the Osceola County Courthouse, Florida Hospital Kissimmee, Valencia College and downtown businesses.

- The service does not have to be free to be successful. If it provides a value, people will pay for the service. However, if the circulator is primarily used to connect one end of a customer's trip with another form of transit (other fixed routes, SunRail, express bus), then adding a cost for this connector would be less desirable. The City Commission approved the Circulator Study final report and service concept plan in July 2013 and provided direction to City staff to explore partnerships with LYNX and other potential operators and to develop a funding strategy to implement the service in conjunction with the opening of SunRail service in 2016. The service concept entails an initial north-south route connecting downtown and the SunRail Kissimmee station with both hospitals, and two additional east-west routes that link Valencia College and the Plaza del Sol with the downtown core. Service would be implemented in phases, with costs ranging from about $400,000 per year for initial phase 1 operations to $1.2 million for all three routes. The next steps entail working toward getting funding commitments and operating agreements in place for the City's FY 2015-16 budget cycle.

US 192 Alternative Analysis

The Central Florida Regional Transportation Authority (LYNX), in partnership with Osceola County, conducted a study to evaluate alternatives for the potential improvement and expansion of transit service along two corridors primarily located in Osceola County. The Osceola Corridor is centered on US 192 and traverses Lake, Polk, Orange and Osceola counties. The Osceola Corridor extends a total of

~~approximately 23 miles. The Kissimmee Corridor primarily follows US 441/Orange Blossom Trail and John Young Parkway (US 17/92), and is eight miles in length.~~

~~The locally preferred alternative adopted by resolution by the City of Kissimmee, County, and MPO includes bus rapid transit as the preferred mode with a combination of dedicated bus lanes and buses in mixed traffic service alternatives. Within the Kissimmee MMTD, the BRT service will mostly be in mixed traffic with three planned stops at Plaza del Sol, Osceola Regional Medical Center, and the SunRail Kissimmee station. The SunRail Kissimmee station in Downtown will be served by a combination of BRT service on the Osceola and Kissimmee Corridors.~~

~~*JOHN YOUNG PARKWAY*~~

~~This project involved a PD&E (Project Development and Environment) study to consider a proposed widening (from 4 to 6 lanes) of SR 600 (US 17/92)/John Young Parkway from Portage Street to US 192 (Vine Street) in Osceola County. The PD&E study has been completed and FDOT funded right-of-way acquisition for improving the section of SR 600 (US 17/92)/John Young Parkway between Portage St and Vine St (Us 192).~~

~~The City obtained FDOT funding via a Local Agency Program (LAP) Agreement construction of the John Young Parkway (JYP) bicycle and pedestrian bridge located just north of Columbia Avenue. This project is especially important to the City as it provides a gateway feature via JYP and completes the Kissimmee Trail Loop. The Kissimmee Trail ("Trail") consists of existing and proposed bike paths along the City drainage canal system and designated bike lanes along Martin Luther King Jr Boulevard and Central Avenue. Additionally, the Trail connects to designated bike lanes along Hoagland Boulevard, Dyer Boulevard, Thacker Avenue, JYP, and Columbia Avenue.~~

CONNECT KISSIMMEE

The Downtown Kissimmee Corridor Planning and Concept Development Study, branded as Connect Kissimmee, was conducted to identify multimodal improvements along Emmett Street, Broadway, and Main Street between John Young Parkway and Vine Street. The study aimed to improve pedestrian, bicycle, and transit connectivity, reduce vehicle speeds and cut-through traffic, and enhance accessibility to businesses while preserving the corridor's sense of place. Five alternatives were evaluated through technical analysis and public engagement. Alternatives 2, 3, and 4 were determined to have negative impacts on safety and mobility and lacked community support. Alternatives 1 and 5 were presented as viable options, and City leadership selected Alternative 1 as the locally preferred alternative.

The locally preferred alternative advances Connect Kissimmee into two construction phases. Improvements include tabled intersections, enhanced crosswalks, upgraded bike lanes, wider sidewalks, and additional lighting throughout the corridor. Phase 1, scheduled for completion in 2028, will introduce a new roundabout near Stewart Avenue and lane reductions on Emmett Street, Broadway, and Main

Street to calm traffic and create space for multimodal facilities. Phase 2, anticipated by 2029, will extend enhancements from Neptune Road to Vine Street and John Young Parkway to Stewart Avenue. Additional features include landscaping, drainage upgrades, and EV charging stations. These improvements aim to reduce vehicle speeds, improve safety for all users, strengthen transit connectivity, and support downtown business accessibility while maintaining the corridor's character.

Central Avenue Corridor Planning Study

The City of Kissimmee initiated the Central Avenue Corridor Planning Study in April 2017 to evaluate multimodal improvements along Central Avenue and auxiliary streets within the Medical Arts District. The study aimed to develop a future vision for the corridor using a complete streets approach that balances land use and transportation planning. The process incorporated a Healthy Community Design framework to integrate public health considerations into transportation planning. Existing and future conditions analyses identified opportunities to improve safety and mobility for all modes, with projected increases in delay and queue length informing the need for context-sensitive solutions. Public involvement included stakeholder interviews, three Project Visioning Team meetings, and two public workshops, which shaped the guiding principles and recommended alternatives.

The recommended concept plan for the Central Avenue Corridor focuses on creating a multimodal urban environment that improves pedestrian and bicycle connectivity, enhances transit access, and supports the Medical Arts District's long-term growth. Proposed improvements include wider sidewalks, upgraded crosswalks, traffic calming measures, and streetscape enhancements to foster a safer and more inviting environment. The plan also emphasizes coordination with regional partners such as MetroPlan Orlando, LYNX, FDOT, and Osceola County to ensure integration with broader transportation and land use strategies. These improvements are intended to advance a connected, health-focused corridor, encourage active transportation, and provide a framework for future development through phased implementation. The next steps for this effort include continuing coordination with MetroPlan Orlando to advance the next phase of the project on the Prioritized Project List for funding, securing commitments from project stakeholders, agency partners, and elected officials to move the project forward as funding becomes available, and executing interlocal agreements with affected landowners for the acquisition of additional right-of-way prior to any construction.

Columbia Avenue Complete Street

The City of Kissimmee initiated the Columbia Avenue Complete Streets Project to improve multimodal safety and connectivity along Columbia Avenue and adjacent corridors. The study evaluated existing conditions and identified opportunities to implement a complete streets approach that accommodates pedestrians, cyclists, transit users, and vehicles. The project aims to address traffic safety concerns, enhance accessibility to surrounding neighborhoods and businesses, and support future growth through

context-sensitive design. Public engagement and coordination with regional partners such as MetroPlan Orlando, Osceola County, and FDOT helped shape the recommended improvements and ensure alignment with broader transportation and land use strategies.

The recommended improvements for Columbia Avenue include wider sidewalks, upgraded crosswalks, dedicated bicycle facilities, and traffic calming measures to reduce vehicle speeds and improve safety for all users. Streetscape enhancements such as landscaping, lighting, and drainage upgrades are also planned to create a more inviting and functional corridor. The project will advance through design and construction phases, with implementation coordinated to minimize impacts on local businesses and maintain access throughout the process. The City will advertise for the design phase in FY 2026.

Future Transportation Network

The City's future transportation network will provide for mobility within the City and connectivity to areas outside the City, via public transportation services (transit) and roadways. Supporting transit investments by creating mixed use centers and hubs near transit stations and stops are identified in the Future Land Use Element. This element discusses the transportation infrastructure and interagency coordination needed to create a robust transit system meeting regional, community and local needs. The City will continue to coordinate with MetroPlan Orlando so that transportation infrastructure and services in the region are consistent and align well with one another.



A key to creating a livable community is pedestrian and bicycle access from residences to employment, schools, recreation, goods and services throughout the City and to transit corridors for travel beyond a local area. Evolving to better integrate land use, transportation and urban design will provide a variety of housing choices, support economic opportunities and provide access to environmental and cultural assets.

Multimodal Transportation Quality of Service Standards

Section 163, F.S., was modified to allow for a new approach to address transportation concurrency in urban areas. The City of Kissimmee has adopted a MMTD because it is viewed as a viable long-term option for enhancing multimodal travel and enhancing community design in the City ~~in the portion of the City where walkable, transit-oriented development is envisioned~~as vehicular capacity enhancements

become more difficult and less viable across the city. ~~While the existing MMTD is centrally-located~~With the entire city limits now falling within the MMTD, the City has determined that the most desirable option to address transportation concurrency is by using a combination of MMTD principles with some roadway capacity improvements ~~is the most desired option to address transportation concurrency citywide~~.

SunRail Commuter Rail System

~~The planned extension of SunRail extends from Sand Lake Road station, adjacent to the Orlando International Airport, to near the Poinciana Boulevard station along the currently owned and maintained existing FDOT rail corridor right-of-way. The project includes four park-and-ride lots with 615 spaces, six rail vehicles, and a light maintenance facility. Opening year service would be provided with two-car trains every 30 minutes during peak periods and every 120 minutes during off-peak periods. In the forecast year, service would be provided with up to three-car trains every 15 minutes during peak periods and every 30 minutes during off-peak periods.~~

~~The project will provide a reliable alternative to automobile for residents of Kissimmee and Osceola County, where population and employment are anticipated to increase significantly by 2040. The project would improve transit service to regional employment, entertainment, cultural and retail destinations. As an extension of the Phase I SunRail, the project would improve the effectiveness of commuter rail service currently operating, and supports the Multimodal Transportation goals and objectives of the City of Kissimmee.~~

The Southern Expansion of SunRail opened on July 30, 2018, adding over 17 miles and four new stations to the growing commuter rail service through metro Orlando. The four new stations along the Southern Expansion include Meadow Woods in Orange County and Tupperware, Kissimmee /Amtrak, and Poinciana, in and immediately adjacent to the City. Trains run on week days on 30-minute headways during peak commuting times and hour headways during off-peak times. There is no weekend service.



LYNX Kissimmee Multimodal Station

This intermodal station is located at Broadway Avenue and Neptune in downtown Kissimmee, next to the historic Kissimmee Amtrak Station. The eight bay transfer facilities serve as the hub for all transit services in Osceola County and ~~will~~ provides the critical linkage between bus and ~~future~~ SunRail in the City.

Facilities on-site include the following:

- Short term s~~S~~urface parking~~,~~
- ~~s~~Short-term parking garage
- Street-front retail
- Ground floor circulation for park-and-ride/Kiss-and-Ride
- Bicycle storage facilities
- Automated parking payment system
- ~~New c~~Canopy and rail platform
- Double-tracking of railroad for commuter rail
- Pedestrian mall
- Solar-lit bus shelters LYNX, and Amtrak connections

OSCEOLA PARKWAY STATION

This station is located in Osceola County, ~~in the northern portion of the City~~immediately adjacent to the city limits, north of the intersection of Osceola Parkway and Michigan Avenue~~. Initial plans for the station area include a 254 space park and ride lot located northwest of the intersection between East Osceola Parkway and the rail line, near Gateway Commons.~~

Facilities on-site include the following:

- Short term surface parking
- Ground floor circulation for park-and-ride/Kiss-and-Ride
- Bicycle storage facilities
- Automated parking payment system
- Canopy and rail platform
- Double-tracking of railroad for commuter rail

Poinciana Station



The Poinciana Station is ~~proposed to be~~ located near the intersection of Poinciana Boulevard and Orange Blossom Trail. The station ~~would~~ provide~~s~~ commuter access to the Poinciana Industrial Park. ~~Preliminary plans for the station call for a 255 space park and ride lot.~~ This area is one of the fastest growing employment centers in the region, with more than 1,600 existing workers and anticipated increases.

Facilities on-site include the following:

- Short term surface parking
- Ground floor circulation for park-and-ride/Kiss-and-Ride
- Bicycle storage facilities
- Automated parking payment system
- Canopy and rail platform
- Double-tracking of railroad for commuter rail
- Connections to LYNX Route 306 and NeighborLink 804.

Future Transit Service

The ~~2040~~ 2050 Public Transportation map seen in Figure 2-10~~Figure 2-21~~ identifies future transit corridors, bus routes and rail within the City. LYNX bus routes are planned for ~~all~~ many areas of the City, particularly concentrated in the ~~MMTD~~ downtown, major commercial corridors, and northeastern areas of the City. The future route identification numbers provided by LYNX and identified on the map do not necessarily correlate with existing LYNX route identification numbers. The location of three SunRail stations in ~~or~~and adjacent to the City ~~will~~ provide convenient access to many of the City's residents.

Planning for regional Bus Rapid Transit (BRT) lines has been in process since the late 2000's, with multiple preferred corridors identified in the 2013 LYNX alternatives analysis. According to Metroplan's

2050 MTP, t~~T~~he Recommended Alternatives for Bus Rapid Transit, include~~s~~ improvements to transit ~~service and~~ infrastructure along the US 192 corridor between ~~US 27~~Disney World and Neo-City as well as the Orange Blossom Trail corridor, from downtown Orlando to the Kissimmee/Amtrak Station. ~~and the Kissimmee Intermodal Facility as well as between the Kissimmee Intermodal Facility and the Osceola Parkway SunRail Station. Exclusive bus lanes for BRT operations would be included between Celebration Place and Hoagland Boulevard with, the BRT running in mixed traffic with Transit Signal Priority (TSP) on the remaining segments.~~

~~LYNX local bus service along US 192 (Links 55 and 56) would be maintained. A new route would provide limited-stop bus service along US 192 from downtown Kissimmee to St. Cloud. BRT stations would be proposed at or near areas that have existing high bus ridership.~~

~~The following stations are proposed within the City of Kissimmee:~~

- ~~Armstrong Boulevard~~
- ~~Emory Avenue~~
- ~~Osceola Regional Medical Center~~
- ~~Kissimmee Intermodal Facility~~
- ~~Florida Hospital Kissimmee~~
- ~~Osceola Parkway~~

~~Additionally, the City of Kissimmee is exploring the possibility of a circulator service, similar to the LYMMO service in downtown Orlando, which would provide local access to SunRail and increase mobility in the multimodal transportation district. The circulator would shuttle riders to key destinations around the city such as the courthouse complex, airport, and along the Vine Street (US 192) corridor.~~

Future Bicycle and Pedestrian Network

The Pedestrian and Bicycle Facilities map of Figure 2-2~~Figure 2-13~~ identifies future non-auto oriented improvements within the City. The list of improvements were generated through the development of the ~~Bicycle and Pedestrian Masterplan and incorporated in the City of Kissimmee Mobility Fee study~~Onward Kissimmee Land Use and Transportation Plan. The following sections describe various types of bicycle and pedestrian facilities to be used in the City. Examples of bike facilities and treatments can be seen in Figure 2-21~~Figure 2-24~~.

Figure 2-21: Bike Facilities and Treatments



Alleyways

Alleyways are intended to be a shared space area that can supplement the trail network in Downtown Kissimmee. Shared space includes outdoor open spaces such as streetscapes, landscaped areas, active and flexible plazas.

Bicycle Boulevard

Bicycle Boulevards are a type of bike route comprised of a low-speed street that has been optimized for bicycle traffic through shared lane pavement markings, signage, wayfinding, and traffic calming. Four-way stop-controlled intersections on bicycle boulevards are often converted to neighborhood traffic circles to reduce the need for bicyclists to frequently stop and expend the physical exertion needed to begin traveling again. Bicycle boulevards are meant to increase the visibility of bike routes, expand the network of efficient bicycle routes, make it easier to travel by bicycle, and create a place where bicyclists of all skill levels will feel safer riding a bicycle. Bicycle Boulevards are typically established on low- to mid-volume local streets and collector roadways where there is not proper right-of-way or pavement width to create bicycle lanes. Bicycle Boulevards send a clear signal to motorists that bicyclists are not only on the street, but they are part of the mix of vehicles. Examples of treatment options include the following.

- Bicycle boulevard signs and shared lane pavement markings
- Green infrastructure
- Speed management
- Wayfinding signs and guide signs
- Traffic calming improvements

Nature Trail

Nature trails are typically unpaved and are used mainly for recreational uses.

Green-Colored On-Street Bicycle Lanes

Green-colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and other traffic conflict areas increases the visibility of the facility. Bicycle/vehicular conflict areas include the following.

- A bicycle lane crossing a vehicular right turn lane
- A channelized vehicular right turn lane crossing a bicycle lane

- A bicycle lane adjacent to a dedicated bus bay
- A 5-foot or less bicycle lane adjacent to on-street parking
- A bicycle lane transition across a vehicular free-flow merge lane or lane addition, such as at an interchange

Buffered On-Street Bicycle Lanes

Buffered bicycle lanes include the width of the bicycle lane and a double-6-inch white edge line separating the bike lane and the adjacent travel lane. A buffered bicycle lane should not exceed 7 feet in width including the buffer. The following are design standards.

- Buffered bicycle lane is the standard for new construction projects.
- The width of the bicycle lane depends on the width of the available roadway pavement for Resurfacing, Restoration, and Rehabilitation (RRR) projects. The options in the order of priority are:
  - 7-foot buffered bicycle lane
  - 6-foot buffered bicycle lane
  - 5-foot bicycle lane
  - 4-foot bicycle lane

Separated On-Street Bicycle Lanes

Separated bicycle lanes are one-way or two-way bicycle facilities adjacent to and physically-separated from the motor vehicle travel lanes. Separation is provided by physical elements such as on-street parking, flexible delineators, curbing, landscaping, etc. Bicyclists in these facilities are separated from vehicular traffic and special attention must be paid to facility connections at intersections. Examples of treatment options include the following.

- Protected intersections
- Transitioning to shared lanes near the intersection
- Bicycle signalization

Sharrows

Shared lane markings, or "sharrows" are optional pavement markings used to indicate a shared environment for bicycles and motor vehicles within a travel lane. Sharrows are used to mark a bicycle

route on a roadway where it is not feasible to provide a bicycle facility, and any of the following conditions exist.

- The travel lane is too narrow for bicycles and motor vehicles to safely travel side by-side.
- With on-street parallel parking to reduce the chance of a bicyclist's impacting the open door of a parked vehicle.
- To fill a gap in an otherwise continuous bike facility, generally for a short distance.
- Bicycle crash history of 3 or more per mile, over a 3-year period.
- To identify an alternate route as part of an approved temporary traffic control plan.

Off Street

Off street facilities are paved multiuse facilities physically separated from motorized vehicular traffic by an open space or barrier. It is noted that shared use paths are not replacements for on street bicycle lanes. These types of facilities are used by bicyclist, runners, skaters and walkers.

Sidewalks/Walkways

Sidewalks and walkways are "pedestrian lanes" that provide people with space to travel within the public right-of-way that is separated from roadway vehicles. They also provide places to walk, run, skate, and ride bikes. Sidewalks significantly reduce the pedestrian collisions with motor vehicles and also improve mobility for pedestrians. Sidewalks should be part of every new and renovated facility. Wider sidewalks should be installed near schools, transit stops and in the downtown areas. Sidewalks should be continuous along both sides of a street and should be fully accessible to all pedestrians, including those in wheel chairs.

Mobility Network

The NeoCity Mobility Network will be made up of segments of existing trails in addition to new trails. The East Kissimmee Mobility Plan includes detailed description of the mobility network related to NeoCity.

Trail Opportunities

These corridors contain a network of existing and proposed on street and off street bicycle facilities combined to create a continuous loop/trail facility. The following are the major proposed trail opportunities.

- ~~—~~Completing Shingle Creek Regional Trail

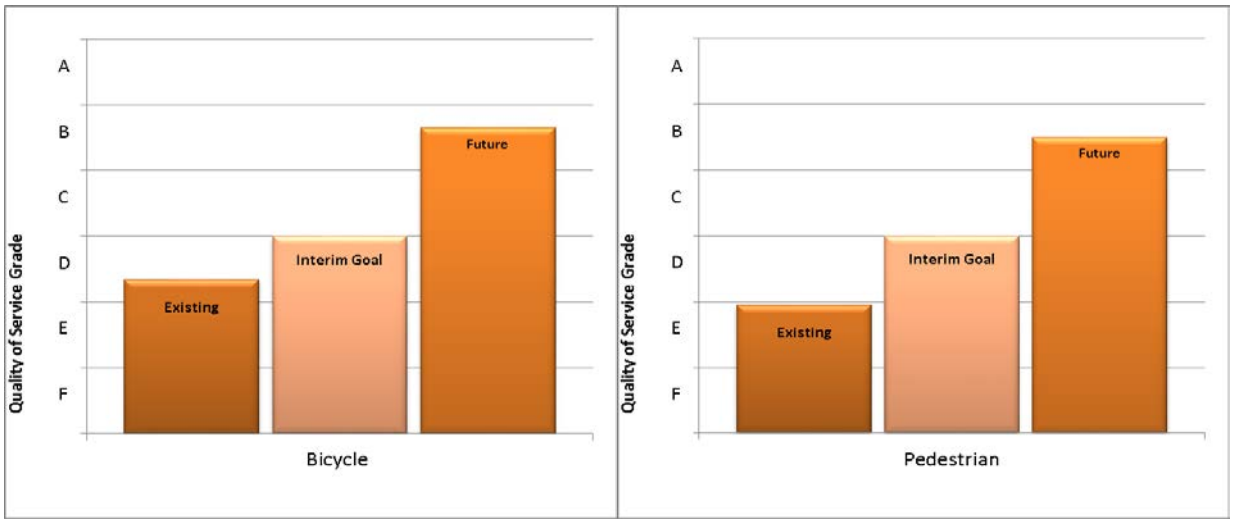
- ~~Kissimmee Trail Loop~~
- ~~Lakeshore Trail~~
- Fortune-Lakeshore Trail
- Emory Trail Extension
- ~~Bill Johnston Memorial Pathway~~
- ~~Toho-Valencia Trail~~

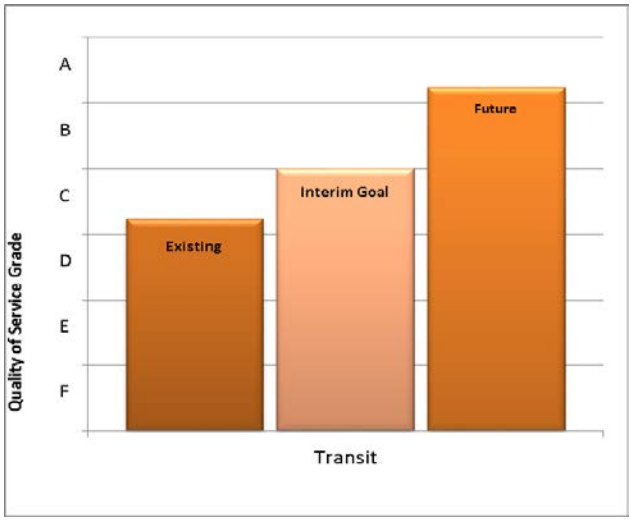
METHODOLOGY FOR ~~FUTURE ROADWAY~~MULTI-MODAL QUALITY OF SERVICE DETERMINATION

A projection of future multimodal conditions citywide was evaluated through ~~2040~~2050. The future MMQOS analysis assumes implementation of all currently programmed improvements and the recommendations that were included in the data, inventory and analysis report accompanying the 2013 MMTD Monitory Report amendment package. In addition to capital improvement recommendations, the future MMQOS analysis also acknowledges improvements in urban form, network connectivity, and density/intensity in targeted redevelopment locations, primarily along the Vine Street corridor and downtown. This score should be considered a best case or “ideal” future MMQOS.

The segment quality of service scores for pedestrian, bicycle and transit were weighted by segment length and averaged over the area of the entire MMTD to determine the following district-wide ~~QOS~~MMQOS (quality of service) scores. The following figure identifies existing, interim and future multimodal quality of service with planned improvements:

~~Figure 2-25: Future Multimodal Quality of Service~~





MULTIMODAL CAPITAL IMPROVEMENTS

Table 2-10: Multimodal Capital Projects

Project Type	Total Miles
Bicycle Boulevard	~~5.11~~1.5
On Street Designated Bicycle Lane	~~39.69~~4.9
Off Street Paths (New Construction)	~~20.21~~14.5
Off Street Paths (Improvements)	~~6.89~~40.8
~~Shared Lane/Sharrow~~	~~0.61~~
~~Transit Circulator Phase I~~	~~5.87~~
~~Transit Circulator Phase II A~~	~~5.26~~
~~Transit Circulator Phase II B~~	~~6.85~~

Source: City of Kissimmee

To improve mobility throughout the ~~district~~City, ~~the City has identified~~ multimodal capital projects have been identified ~~needed~~ to achieve the adopted ~~QOS~~MMQOS scores. The City's proposed multimodal projects include; approximately ~~five~~ one and a half miles of bicycle boulevards; ~~forty~~ five miles of designated on-street bicycle lanes; ~~twenty~~ fourteen and a half miles of new off-street paths/trails, on routes where no pedestrian facility existed before; ~~seven~~ and nearly forty-one miles of improvements to existing facilities to qualify as off-street paths~~off-street paths/trails~~; ~~downtown shared lane/sharrow facilities on Broadway Avenue and Church Street; and transit circulator service connecting the City's major generators to downtown~~. In addition to transportation-related projects, land use and urban design projects are incorporated into meeting the adopted standards. As identified in the future land use element, the mixed-use districts, the Vine Street corridor and the downtown Community Redevelopment Agency (CRA) contain additional guidelines to improve mobility. Table 2-11 identifies the Multimodal Capital Projects.

Table 2-11: Multimodal Capital Improvements (Bicycle~~,~~ & Pedestrian ~~& Transit~~)

New Facility Type	Roadway	From	To
Multi-Use Trail	Ball Park Rd	Stonefield Pkwy Extension	City Limits
Multi-Use Trail	Canal	Ernest St	Shingle Creek Tr
Multi-Use Trail	Carroll St	Vine St	John Young Pkwy
Multi-Use Trail	Central Ave	MLK Jr Blvd	Kissimmee Loop Tr
Multi-Use Trail	Delmos Ave Extension	Vine St	Kissimmee Loop Tr
Multi-Use Trail	John Young Pkwy	Carroll St	City Limits
Multi-Use Trail	Midblock	Bass St	Vine St
Multi-Use Trail	Mill Run Blvd	Michigan Ave	Mill Slough Rd
Multi-Use Trail	Oak Run Blvd	Bill Beck Blvd	Mill Slough Rd
Multi-Use Trail	Oak St	Emory Ave	Lawrence Silas Blvd
Multi-Use Trail	Osceola Pkwy	City Limits	City Limits
Multi-Use Trail	Rose Ave	MLK Jr Blvd	Vine St
Multi-Use Trail	Shingle Creek Trail	Current end	Lancaster Park
Multi-Use Trail	Stonefield Pkwy Extension	Flora Blvd	Ball Park Rd
Complete Streets	Central Ave	Church St	Donegan Ave
Complete Streets	Columbia AVe	Dyer Blvd	N Central Ave
Complete Streets	Emmett St/Broadway/Ave/Main St	John Young Pkwy	US 192
Complete Streets	Main Street	US 192	Osceola Pkwy
Bike Lanes	Donegan Ave	Thacker Ave	John Young Pkwy
Bike Lanes	Emmett St	Thacker Ave	Broadway
Bike Lanes	Mabbette St	Thacker Ave	Church St
Bike Blvd	Dakin Ave	Central Ave	Rail Road

Project Type	Location	From	To	Length
Bicycle Boulevard	Mabbette St	Thacker Ave	Stewart Ave	1.01
	Emory Ave	Mabbette St	Vine St	0.76
	Emmett St	Alaska Ave	John Young Pkwy	0.62
	Alden St	Patrick St	Mabbette St	0.25
	Latonia St	Portage St	Patrick St	0.14
	Portage St	Latonia St	John Young Pkwy	0.12
	Clyde Ave	Palmetto Ave	Martin Luther King Blvd	0.97
	Patrick St	John Young Pkwy	Bryan St	0.55
	Bryan Ave	Bryan St	Ruby Ave	0.06
	Ruby Ave	Johnston St	Broadway	0.14
	Dakin Ave	Monument Ave	Central Ave	0.39
	Central Ave	Dakin Ave	Roundabout	0.05
	Monument Ave	Dakin Ave	Broadway	0.15
	Finley Ave	Mabbette St	Hill St	0.38
	Pleasant St	Ruby Ave	Monument Ave	0.14
Shared Lane/ Sharrow	Church St	Stewart Ave	Neptune Rd	0.26
	Broadway	Stewart Ave	Neptune Rd	0.35

Project Type	Location	From	To	Length
Off Street Paths - New Construction Required (No Existing Path or Sidewalk)	Connection	Flora Blvd	Thacker Ave	0.91
	Connection- Osceola County Softball Complex	Thacker Ave	John Young Pkwy	0.28
	Connection- To Shingle	North Shingle Creek Trail	Carroll St	0.26
	Carroll St	Wellington Wood Cir	Thacker Ave	1.46
	Hoagland Blvd	Greenskeep Ln	Florida Coach Dr	0.53
	Hoagland Blvd	Clay St	Pershing St	0.31
	Pleasant Hill Rd	(Future) Hoagland Blvd	Clay St	0.26
	Clay St	Crest Ridge Dr	Emory Canal	3.03
	Connection - To Kissimmee Loop Trail	Mabbette St	Martin Luther King Blvd	0.24
	Patrick St	West of Osceola High	Alaska Ave	0.11
	Connection	Ernest St	Patrick St	0.25
	Kissimmee Loop Trail - Rails-to-Trails	Hoagland Blvd	Dyer Blvd	0.62
	Connection - Kissimmee Loop Trail	John Young Pkwy	Columbia Ave	0.73
	Connection	Bass St	Oak St	0.14
	Connection - Toho Valencia Trail	Existing off street path	Vine St	0.11
	LakeShore Trail -	West entrance to park	Ruby St	0.35
	Connection - To Civic	Neptune Rd	Civic Center parking lot	0.17
	Connection - To Civic	Civic Center parking lot	Drury Ave	0.07
	Connection - Lakeshore	Oak St	Vine St	0.5
	Lakeshore Trail	Hacienda Cir	Palmetto Ave	0.68
	Lakeshore Trail	Brassie Ct	Shingle Creek	0.65
	Lakeshore Trail	Shingle Creek	Existing off street path	0.4
	Osceola Pkwy	Osceola County Line	Shingle Creek Trail	0.5
	North Emory Canal Trail	John Young Pkwy	Mabbette St	1.13
	South Emory Canal Trail	John Young Pkwy	Lake Tohopekaliga	0.4
	Shingle Creek Trail	Existing path, west of Stonefield apt	Osceola Pkwy	0.66
	Shingle Creek Trail	Existing off street path	Existing off street path	1.45
	Shingle Creek Trail	Vine St	Proposed Nature Trail	0.84
	Shingle Creek Trail	Proposed off street path	Existing off street path	0.03
	Shingle Creek Trail	Hoagland Blvd	Vine St	0.48
	Shingle Creek Trail	East Spur of proposed Shingle Creek Trail	(Future) Hoagland Blvd	0.18
	Shingle Creek Trail	Pleasant Hill Rd	John Young Pkwy	0.7
	Shingle Creek Trail	John Young Pkwy	Lake Tohopekaliga\Existing Path	0.89
	Shingle Creek Trail	Flamingo Dr	Lake Tohopekaliga	0.84
	Shingle Creek Trail	Proposed off street path	Proposed off street path	0.02
	Shingle Creek Trail	Proposed off street path	Boating Blvd	0.03

Project Type	Location	From	To	Length
Off Street Path - Improvements/Upgrades	N. Thacker Ave	S. Flora Blvd	Osceola Parkway	0.78
	Dyer Blvd	Donegan Ave	Carroll St	0.41
	Hoagland Blvd	Kissimmee Trail Loop	Wellington Wood Cir	0.29
	Vine St	Existing off street path	Hoagland Blvd	0.27
	Hoagland Blvd	Pershing St	Florida Coach Dr	0.25
	Pleasant Hill Rd	John Young Pkwy	Knowles Blvd	0.49
	Oak St	John Young Pkwy	500' east of Central Ave	0.57
	Vine St	Central Ave	Proposed off street path	0.09
	Johnston St	Ruby St	Monument Ave	0.14
	Monument Ave	Lakeshore Blvd	Johnston St	0.14
	Connection - To Civic	Dakin Ave	Civic Center parking lot	0.09
	Vine St	Bridge	Valencia College	0.41
	Hoagland Blvd- Connecting to Shingle	Proposed off street path	Vine St	0.32
	(Future) Hoagland Blvd expansion - Part of	Old Tampa Hwy	Hoagland Blvd	2.35
	Shingle Creek Trail - Part of (Future) Hoagland Blvd	Old Tampa Hwy	Pleasant Hill Rd	0.29

Project Type	Location	From	To	Length
On Street Designated Bicycle Lanes	Alaska Ave	Patrick St	Mabbette St	0.25
	Bill Beck Blvd (North	Existing Bill Beck Blvd	North of Osceola Pkwy	1.22
	Bill Beck Blvd (South	Mill Slough Rd	Woodcrest Blvd	0.61
	Boggy Creek Rd	Bronson Hwy	Simpson Rd	1.58
	Brassie Ct	The Oaks Blvd	Connects Lakeshore Trail	0.19
	Carroll St	Wellington Woods Cir	Dyer Blvd	0.88
	Carroll St	Thacker Ave	Michigan Ave	2.17
	Central Ave	Canal (North of	Donegan Ave	0.55
	Central Ave	Martin Luther King Blvd	Vine St	0.48
	Clay St	Emory Canal	Randolph Ave	0.22
	Columbia Ave	Hoagland Blvd	Dyer Blvd	0.53
	Dyer Blvd	Vine St	Carroll St	1.73
	Emmett St	John Young Pkwy	Stewart Ave	0.52
	Ernest St	Osceola High School	Thacker Ave	0.25
	Flamingo Dr	Harris Blvd	Connects to Shingle Creek Trail	0.22
	Flora Blvd (extension)	Thacker Ave	John Young Pkwy	0.51
	Harris Blvd	John Young Pkwy	Flamingo Dr	0.42
	Hoagland Blvd	Vine St	Wellington Woods Cir	0.85
	Irlo Bronson Memorial	Boggy Creek Rd	US 192/441	1.82
	John Young Pkwy	Pleasant Hill Rd	Osceola County Line	6.56
	Martin Luther King Blvd	Dyer Blvd	Thacker Ave	0.76
	Michigan Ave	Mill Run Blvd	Osceola Pkwy	0.29
	Mill Run Blvd	Mill Slough Rd	Michigan Ave	1.72
	Neptune Rd	Church St	Lakeshore Blvd	0.49
	Oak Run Blvd	Mill Slough Rd	Woodcrest Blvd	0.66
	Oak St	Cental Ave	Tohopekaliga Ave	0.52
	Orange Ave	Osceola Pkwy	Mary Louis Ln	0.55
	Orange Blossom Tr	Vine St	Osceola Pkwy	2.26
	Osceola Pkwy	Orange Ave	Michigan Ave	0.35
	Palmetto Ave	John Young Pkwy	Clyde Ave	0.18
	Penfield St	Randolph Ave	Clay St	0.13
	Pleasant Hill Rd	John Young Pkwy	(Future) Hoagland Blvd	0.67
	Randolph Ave	Clay St	Penfield St	0.06
	Rose Ave	Martin Luther King Blvd	Vine St	0.5
	Thacker Ave	Vine St	John Young Pkwy	2.07
	The Oaks Blvd	John Young Pkwy	Brassie Ct	1.24
	The Oaks Blvd	South City Limits	The Oaks Blvd	0.3
	Vine Street	Hoagland Blvd	Boggy Creek Rd	4.35
	Woodcrest Blvd	Michigan Ave	Bill Beck Blvd	1.03

Project Type	Location	From	To	Length
Transit	Phase I	Intermodal Center	Florida Hospital	5.87
	Phase II A	Intermodal Center	Osceola Square Mall	5.26
	Phase II B	Intermodal Center	Valencia Collage	6.85
	Intermodal Transit Center			

FUTURE ROADWAY NETWORK

~~Methodology for Future Roadway Quality of Service Determination~~

The ~~2040~~ 2045 volumes and projected quality of service standards were generated through the use of a ~~2040~~ Metroplan 2045 travel demand model. ~~The Orlando Area Urban Transportation Study (OUATS) validated model for the year 2009 is the baseline for generating future roadway conditions.~~ The validated model replicates the existing conditions with the population and employment estimates for the year ~~2040~~ 2045 by traffic analysis zone (TAZ), and the population and employment projections allow for the model to generate future conditions of the roadway network.

In ~~2040~~2045, a significant number of roadway facilities are anticipated to be operating at LOS E or LOS F, as identified in Table 2-12~~Table 2-12~~. The future conditions are based on population and employment projections with planned capacity improvements and new facilities. A ~~2040~~ 2045 ~~Quality~~ Level of Service map is included as Figure 2-11~~Figure 2-22~~ to identify the LOS on all functionally classified roadways within the City.

Table 2-12: Facilities Operating at LOS E and F, ~~2040~~2045

Road	From Road	To Road	Existing LOS
Vine Street (US 192)	Dyer Boulevard	West City Limits	LOS F
Vine Street (US 192)	Main Street	Smith Street	LOS E
Vine Street (US 192)	Smith Street	Nebraska Street	LOS F
Vine Street (US 192)	Nebraska Street	Michigan Avenue	LOS E
Simpson Road	Fortune Road	Buenaventura Boulevard	LOS F
Neptune Road	Lakeshore Boulevard	East City Limits	LOS E
Osceola Parkway	Flora Boulevard	City Limits	LOS F
Osceola Parkway	Bill Beck Boulevard	Florida Turnpike	LOS F
North Hoagland Boulevard	West Columbia Avenue	Flying Fortress Avenue	LOS E
South John Young Parkway (US 17-92)	South City Limits	Portage Street	LOS F
South John Young Parkway (US 17-92)		Columbia Avenue	LOS E
N Main Street	Columbia Avenue	North City Limits	LOS F

~~Road~~	~~From Road~~	~~To Road~~	~~Projected 2040 LOS~~	~~Within MMTD/ Vine Street Corridor?~~
~~Old Vineland Road~~	~~West Irlo Bronson Memorial Highway (US 192)~~	~~West Vine Street (US 192)~~	~~LOS E~~	~~No~~
~~West Vine Street (US 192)~~	~~Bass Road~~	~~Dyer Boulevard~~	~~LOS F~~	~~Yes~~
~~West Vine Street (US 192)~~	~~Dyer Boulevard~~	~~North Thacker Avenue~~	~~LOS E~~	~~Yes~~

Road	From Road	To Road	Projected 2040 LOS	Within MMTD/ Vine Street Corridor?
East Vine Street (US 192)	Main Street (US 17-92)	Michigan Ave	LOS E	Yes
East Vine Street (US 192)	Michigan Avenue	Denn John Lane	LOS F	Yes
South John Young Parkway (US 17-92)	South City Limits	West Vine Street (US 192)	LOS F	Portion
North John Young Parkway	West Carroll Street	West Osceola Parkway	LOS E	No
North John Young Parkway	West Osceola Parkway	North City Limits	LOS F	No
East Oak Street	Main Street	East Vine Street (US 192)	LOS F	Yes
North Hoagland Boulevard	West Vine Street (US 192)	West Carroll Street	LOS F	Portion
Donegan Avenue	North Thacker Avenue	Michigan Avenue	LOS F	No
West Columbia Avenue	Armstrong Boulevard	Dyer Boulevard	LOS E	Yes
East Carroll Street	South Orange Blossom Trail (US 17-92)	Old Dixie Highway	LOS F	No
Old Dixie Highway	East Donegan Avenue	East Carroll Street	LOS E	No
Old Dixie Highway	East Carroll Street	East Osceola Parkway	LOS F	No
Old Boggy Creek Road	Denn John Lane	Fortune Road	LOS F	Portion
Simpson Road	Fortune Road	Buenaventura Boulevard	LOS E	No
Buenaventura Boulevard	Simpson Road	Royal Palm Drive	LOS E	No
Main Street	Broadway Avenue	East Vine Street (US 192)	LOS E	Yes
Main Street (US 17-92)	East Vine Street (US 192)	Old Dixie Highway	LOS E	Yes
South Orange Blossom Trail (US 17-92)	Old Dixie Highway	East Carroll Street	LOS E	No
South Orange Blossom Trail (US 17-92)	East Carroll Street	East Osceola Parkway	LOS F	No
South Orange Blossom Trail (US 17-92)	East Osceola Parkway	County Line	LOS E	No
North Central Avenue	West Oak Street	West Donegan Avenue	LOS F	Majority
Emmett Street	South Thacker Avenue	Broadway Avenue	LOS F	Yes
West Mabbette Street	South John Young Parkway (US 17-92)	Church Street	LOS F	Yes
South Clyde Avenue	West Clay Street	Mabbette Street	LOS F	Yes
Clay Street	South Hoagland Boulevard	South Thacker Avenue	LOS F	Portion
Clay Street	South Thacker Avenue	South Randolph Avenue	LOS E	Yes

Road	From Road	To Road	Projected 2040 LOS	Within MMTD/ Vine Street Corridor?
Lakeshore Boulevard	East Monument Avenue	East Neptune Road	LOS E	Yes
Broadway Avenue	Emmett Street	Main Street	LOS F	Yes
Church Street	West Mabbette Street	Main Street	LOS F	Yes
Neptune Road	Drury Avenue	Broadway Avenue	LOS F	Yes
Neptune Road	Drury Avenue	Lakeshore Boulevard	LOS E	Yes
Neptune Road	Lakeshore Boulevard	City Limits	LOS F	Portion
South Thacker Avenue	Clay Street	West Mabbette Street	LOS F	Yes
North Thacker Avenue	West Mabbette Street	West Columbia Avenue	LOS F	Yes
Michigan Avenue	East Vine Street (US 192)	East Osceola Parkway	LOS F	Portion
South Poinciana Boulevard	South City Limits	Golden Beach Court	LOS F	No
West Osceola Parkway	Dyer Boulevard	North John Young Parkway	LOS E	No
East Osceola Parkway	North John Young Parkway	Old Dixie Highway	LOS F	No
East Osceola Parkway	Old Dixie Highway	Michigan Avenue	LOS E	No

Roadway Capital Improvements

To address future deficiencies, the City has developed a multimodal approach to transportation needs. While Roadway Quality of Services is forecast to be deficient on several facilities, pedestrian, bicycle facilities and the expansion of transit are a key part of the approach, and all improve LOS in the future. Roadway improvements are still necessary to provide mobility to the residents of the City of Kissimmee. Roadway capital improvements identified in both the MetroPlan Orlando 2040 2050 Long RangeMultimodal Transportation Plan and City of Kissimmee Mobility Fee are to address future needs on “A” streets and a few key strategic “B” streets, the 2040 2050 Number of Lanes map is included as Figure 2-12Figure 2-23.

Table 2-13: Roadway Capital Improvements

Road	From Road	To Road	Project
Bill Beck Blvd	Quail Run	Mill Slough	Road Extension (2 lanes)
Columbia St~~Carroll St~~	Hoagland Blvd~~Columbia Ave~~	Central Ave~~Thacker Ave~~	Complete Streets Project (2 lanes)~~Widen road (4 to 6 lanes)~~
Dyer Blvd~~Carroll St.~~	Columbia Ave ~~Thacker Ave~~	Donegan Ave~~John Young Parkway~~	Widen road (2-4 lanes)~~Widen road (4 to 6 lanes)~~
~~Central Blvd~~	~~Vine Street (US 192)~~	~~Donegan Ave~~	~~Add Two-Way Left Turn~~
~~Dyer Blvd~~	~~Columbia Ave~~	~~Donegan Ave~~	~~Widen road (2-4 lanes)~~
~~Dyer Blvd~~	~~Donegan Ave~~	~~Carroll St~~	~~Road Extension (0 to 4 lanes)~~
~~Dyer Blvd~~	~~Martin Luther King~~	~~US 192 (Vine Street~~	~~Widen road (2 to 4 lanes)~~
Dyer Blvd~~Flora Blvd~~	Martin Luther King~~Thacker Ave~~	US 192 (Vine Street~~John Young Parkway~~	Widen road (2 to 4 lanes)~~Road Extension (4 lanes)~~
Hoagland Blvd	US 192 (Vine)	Columbia Ave	Widen road (2 to 4 lanes)
Main / Broadway / Emmett	Oak Street	John Young Parkway	Complete Streets Project (2 lanes)
~~Martin Luther King Blvd~~	~~Thacker Ave~~	~~John Young Parkway~~	~~Widen road (2 to 4 lanes)~~
~~Oak Street~~	~~US 192 (Vine)~~	~~Central Ave~~	~~Widen road (2 to 4 lanes)~~
~~Thacker Ave~~	~~Flora Blvd~~	~~Osceola Parkway~~	~~Road Extension (4 lanes)~~
Other Future Roadway Projects (FDOT, MetroPlan Orlando & Osceola County)			
Osceola Pkwy	John Young Pkwy	Boggy Creek Road	Widen road (4 to 6 lanes)
John Young Parkway	Pleasant Hill Rd	US 192 (Vine St)	Widen road (4 to 6 lanes)
SR 500 / US 441	US 192 (Vine St)	Osceola Pkwy	Complete Streets Project
Carroll St~~Hoagland Blvd~~	John Young Pkwy~~Pleasant Hill Blvd~~	Michigan~~John Young Pkwy~~	Widen road (2 to 4 lanes)~~Realignment & Widen~~
~~Carroll St~~	~~John Young Pkwy~~	~~Michigan~~	~~Widen road (2 to 6 lanes)~~
~~Michigan Ave~~	~~Mill Slough Rd~~	~~Carroll St~~	~~Widen road (4 to 6 lanes)~~

Source: MetroPlan Orlando ~~2040~~ 2050 Long Range Transportation Plan ~~& City of Kissimmee Mobility Fee~~

ACCESS MANAGEMENT PLAN

INTRODUCTION

Access management is the control of vehicular ingress to and egress from the roadway. The City of Kissimmee Transportation Element expands the Complete Streets "A," "B" and "C" roadway typology from the Vine Street Master Plan citywide. The "A" Streets (Figure 2-3~~Figure 2-14~~) are primarily auto oriented with multimodal features to accommodate bicycles and pedestrians. In the case of US 192 and US 441, the Florida Department of Transportation (FDOT) has administrative and maintenance responsibility, and must approve any changes in access to these roadways, including driveway connections, median openings, and new intersections with other roadways.

This section develops planning level recommendations for the implementation of access management techniques. These recommendations will be used to develop policies to address access modifications to achieve standards and provide for orderly access and traffic flow. The FDOT Access Management Standards, Chapter 14-97, Florida Statutes, identifies the minimum standards of access control for roadways based on the characteristics of the roadway. The City is applying these rules to the "A" streets for the purposes of improving safety and accessibility for all users. Though this section only provides a detailed plan for "A" and some "B" streets in the City, the City of Kissimmee applies Chapter 14-97 rules to all roadways maintained by the City. (Note: Plans for two "A" streets – Osceola Parkway and Poinciana Boulevard – are to be developed.)

Figure 2-22: Access Management 14-97

Access Management Standards From Rule 14-97						
Class	Medians	Median Openings		Signal	Connection	
		Full	Directional		More than 45 MPH Posted Speed	45 MPH and less Posted Speed
2	Restrictive w/Service Roads	2,640	1,320	2,640	1,320	660
3	Restrictive	2,640	1,320	2,640	660	440
4	Non-Restrictive			2,640	660	440
5	Restrictive	2,640 at geater than 45 MPH Posted Speed	660	2,640 at geater than 45 MPH Posted Speed	440	245
		1,320 at 45 MPH or less Posted Speed		1,320 at 45 MPH or less Posted Speed		
6	Non-Restrictive			1,320	440	245
7	Both Median Types	660	330	1,320	125	125

Any property that cannot meet the minimum standards (typically due to the amount of frontage) and does not have reasonable access would be issued a permit from FDOT for a single connection. However, adjacent properties under the same ownership are not considered a separate property for permitting connections.

US 192 (VINE STREET)

The Vine Street Community Redevelopment Agency (CRA) is a priority redevelopment area for the City of Kissimmee. The Vine Street corridor is a gateway into Downtown Kissimmee and is targeted for priority transit investment in the coming years as a regionally significant roadway. As part of the Multimodal Transportation District (MMTD), the Vine Street District also supports the City's multimodal mobility and accessibility objectives.

Figure 2-23~~Figure 2-27~~ illustrates the access management strategy for US 192 (Vine Street). The figures illustrate the existing and recommended access management controls on the corridor. The corridor is classified by FDOT as Class 7, according to Chapter 14-97, with the following parameters:

- Signalized intersections: 1,320 feet
- Full median openings: 1,320 feet
- Directional left medial openings: 660 feet
- Driveway spacing: 245 feet

Overall, US 192 (Vine Street) meets or exceeds the minimum access management standards for intersections and median openings and is operating more like Class 5 facility with restrictive medians. However, the small lots and historic development pattern has led to multiple driveway access along the corridor. Additionally, Irlo Bronson Memorial Highway to the east and west of Downtown Kissimmee is also a principal arterial.

The access management strategy for the corridor is to consolidate the driveway access points as redevelopment occurs. The recommended map identifies areas as "Joint Access Strategy Areas" for the City to focus on as redevelopment activity occurs in the future. Ultimately, this corridor is the permitting responsibility of FDOT; however, this strategy provides a corridor level approach to access when considering a single driveway permit.

Figure 2-23: US 192 (Vine Street) Access Management Plan



CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

VINE ST
SECTION 2



Traffic Signal
Full Median
Driveway
Directional Left
Restricted Median Strategy Area (w/ Directional Lefts)
Joint Access Strategy Area
450
Feet
DRAFT: OCTOBER 2014

CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

VINE ST
SECTION 3



CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS
VINE ST
SECTION 4
Traffic Signal
Full Median
Driveway
Directional Left
Restricted Median Strategy Area (w/ Directional Lefts)
Joint Access Strategy Area
400
Feet
DRAFT: OCTOBER 2014
Existing Access
Recommended Access
PARADE
LEHIGH
MICHIGAN
OAK
DENN JOHN
OLD BOGGY CREEK
VINE

US 441 (Main Street) – North Of Us 192

US 441 (Main Street) is like US 192 (Vine Street), an aging commercial corridor with small lots fronting the roadway. Unlike US 192, US 441 has not been widened to six lanes and has not had median treatments. Therefore, the access management strategy for this corridor is far more aggressive. Figure 2-24~~Figure 2-28~~ illustrates the access management strategy for US 441 (Main Street) for the section north of US 192. This section of the Corridor is classified as Class 7, according to Chapter 14-97 of the FDOT access management regulations, with the following minimum parameters:

- Signalized intersections: 1,320 feet
- Full Median openings: 660
- Directional left medial openings: 320
- Driveway spacing: 125 feet

The section of US 441 (Main Street) from US 192 (Vine Street) north to the City limits currently has a non-restrictive median with a two way left turn lane providing full access openings along the majority of the corridor. The corridor is identified in MetroPlan Orlando's 2040 Long Range Transportation Plan for multimodal improvements, which could include the recommendation to construct medians and change the classification to Class 5, similar to US 192 (Vine Street).

The section of Main Street south of US 192 has already had access management controls in place, and although it is classified as an "A" street, there are no access management recommendations for the future. However, the corridor will be analyzed in more detail relative to the current land use and the CRA master plan to determine if additional access management controls are needed.

Figure 2-24: US 441 (Main Street) Access Management Plan



CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

MAIN ST
SECTION 2



Existing Access



Recommended Access

- Traffic Signal
- Full Median
- Driveway
- Directional Left

- Restricted Median Strategy Area (w/ Directional Lefts)
- Joint Access Strategy Area

600
Feet

DRAFT: OCTOBER 2014

JOHN YOUNG PARKWAY

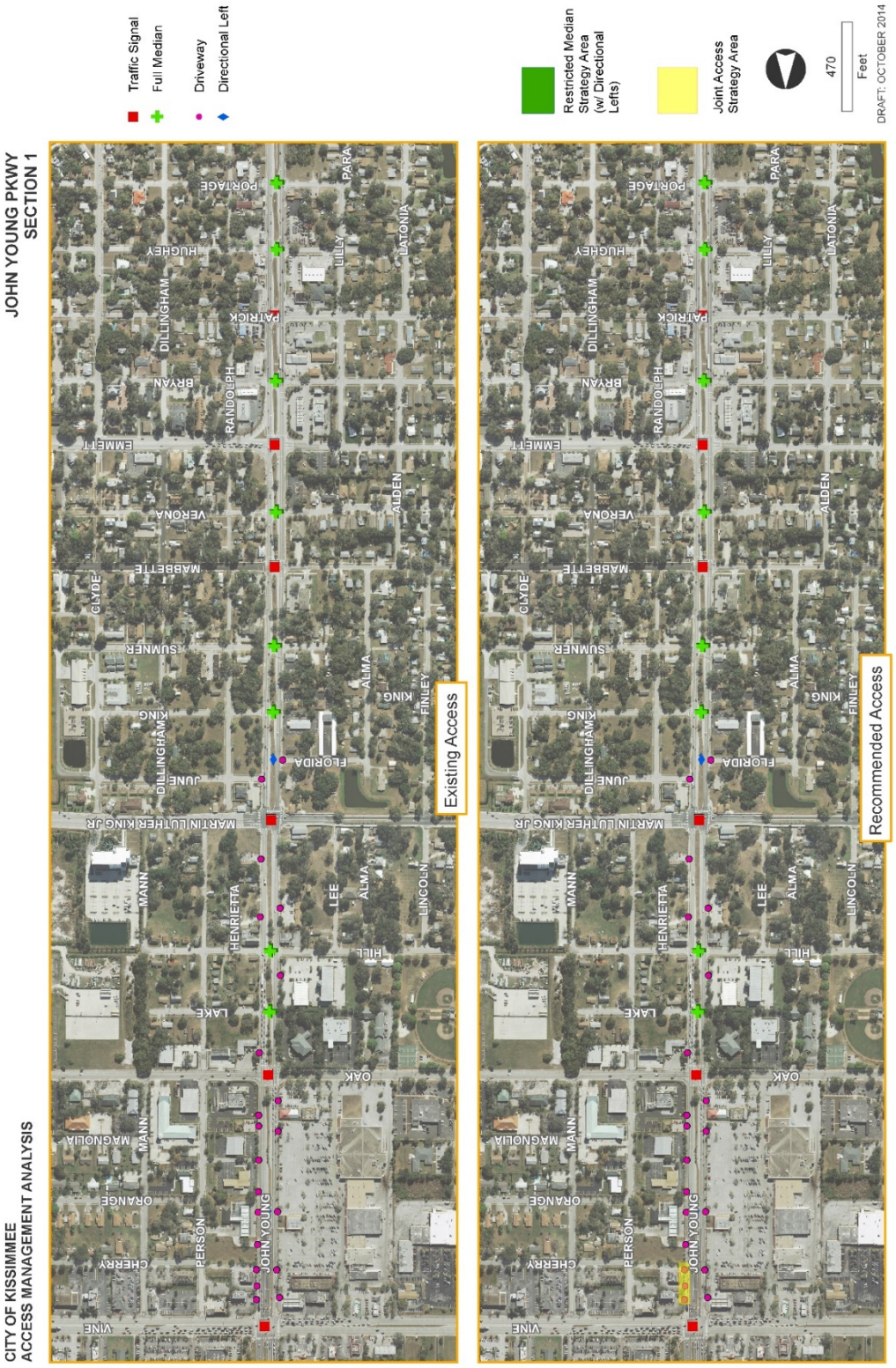
John Young Parkway is maintained by Osceola County north of US 192 (Vine Street); it becomes US 17/92 south of US 192 (Vine Street), with FDOT having jurisdiction. Osceola County has established the same access management classification and regulations as FDOT, therefore the access management classification and regulations are the same. The corridor is classified as Class 5 with a restrictive median both north and south of US 192 (Vine Street). Figure 2-25~~Figure 2-29~~ illustrates the access management strategies for the corridor.

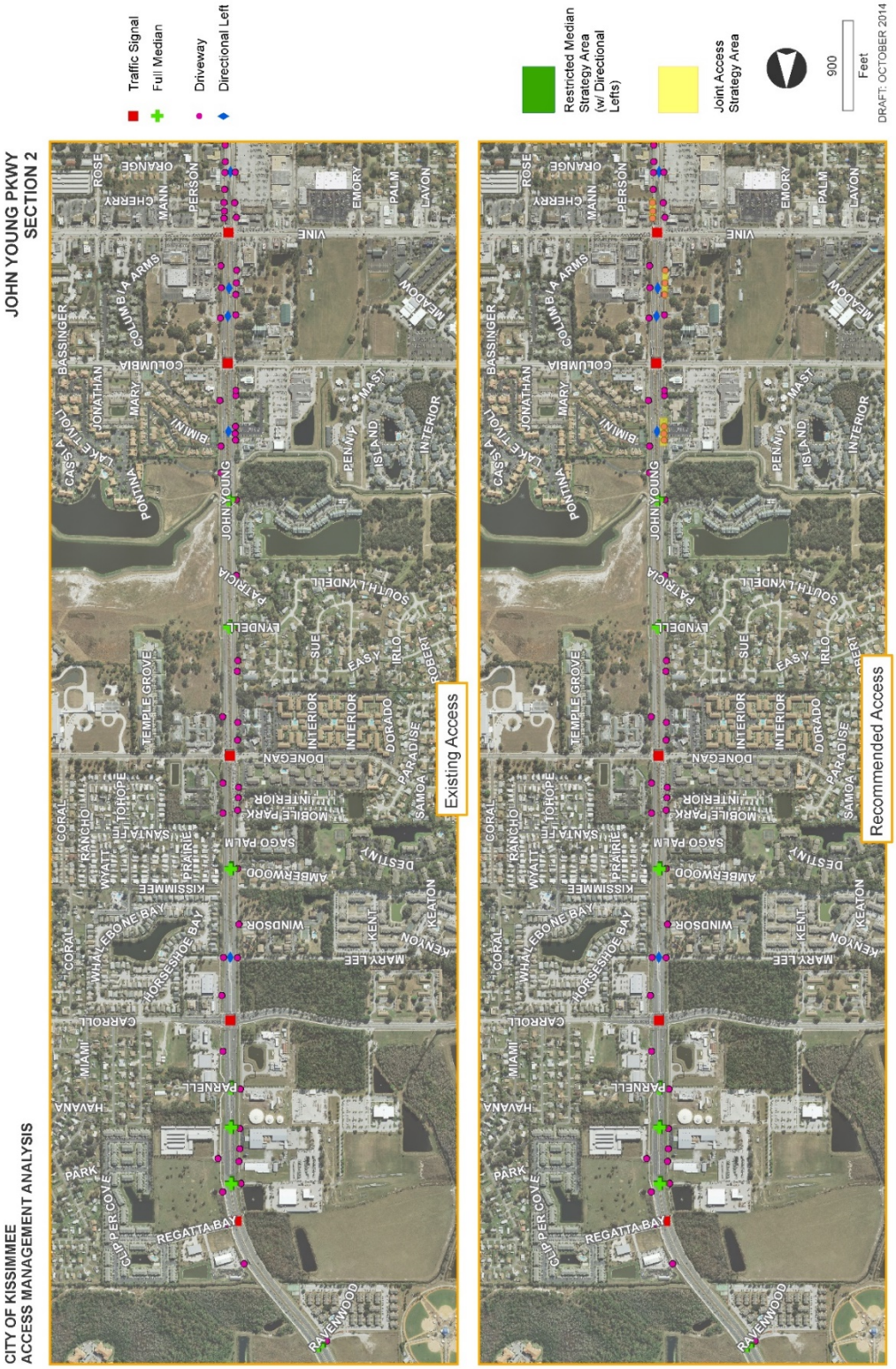
- Signalized intersections: 2,640 feet
- Full Median openings: 1,320 feet
- Directional left medial openings: 660 feet
- Driveway spacing: 245 feet

Overall, John Young Parkway meets or exceeds the minimum access management standards for intersections and median openings. However, the small lots and historic development pattern south of US 192 (Vine Street) has multiple driveway accesses along the corridor. The Florida Department of Transportation is in final design for widening the corridor south of US 192 (Vine Street) and has applied the access management regulations to the section.

Though the driveway permitting is controlled by Osceola County and FDOT, the access management strategy for the City is to review the driveway locations with development and redevelopment to ensure they meet standards.

Figure 2-25: John Young Parkway Access Management Plan




CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS
JOHN YOUNG PKWY
SECTION 2
Traffic Signal
Full Median
Driveway
Directional Left
Restricted Median Strategy Area (w/ Directional Lefts)
Joint Access Strategy Area
900
Feet
DRAFT: OCTOBER 2014
Existing Access
Recommended Access

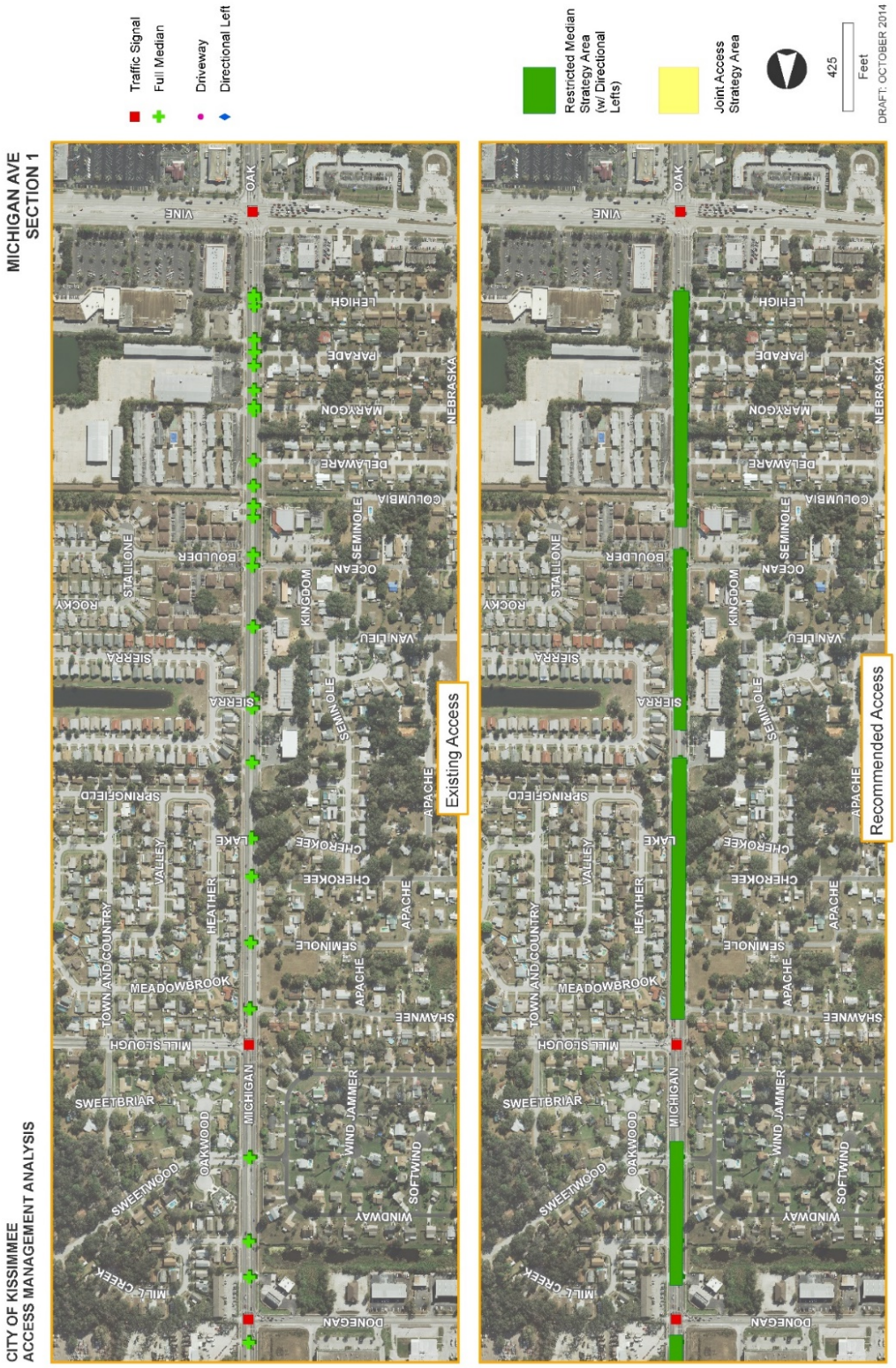
MICHIGAN AVENUE

Michigan Avenue is a high volume corridor that provides a parallel route to US 411 (Main Street), connecting the Osceola Parkway to US 192 (Vine Street). Figure 2-26~~Figure 2-30~~ illustrates the access management strategy for Michigan Ave. The corridor is classified as a Class 4 facility, according to Chapter 14-97, with the following parameters:

- Signalized intersections: 2,640 feet
- Full Median openings: N\A
- Directional left medial openings: N\A
- Driveway spacing: 440 feet

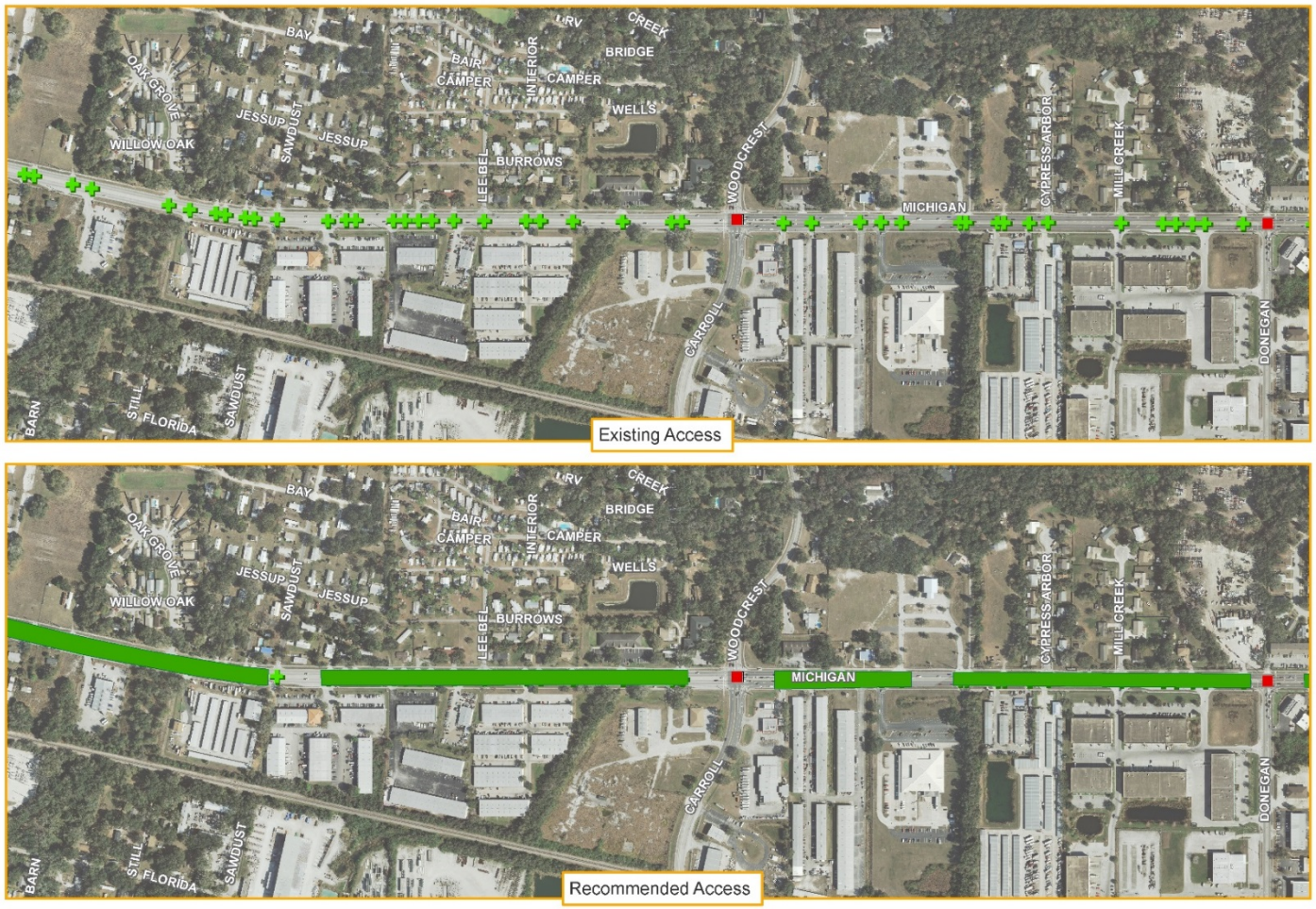
Michigan Avenue has very similar corridor attributes as US 441 (Main Street) in that it also has a non-restrictive median with an excess of full median openings that do not meet the access management standards from Rule 14-97. This corridor would benefit greatly by changing the access management to Class 5 with median control following Chapter 14-97.

Figure 2-26: Michigan Avenue Access Management Plan



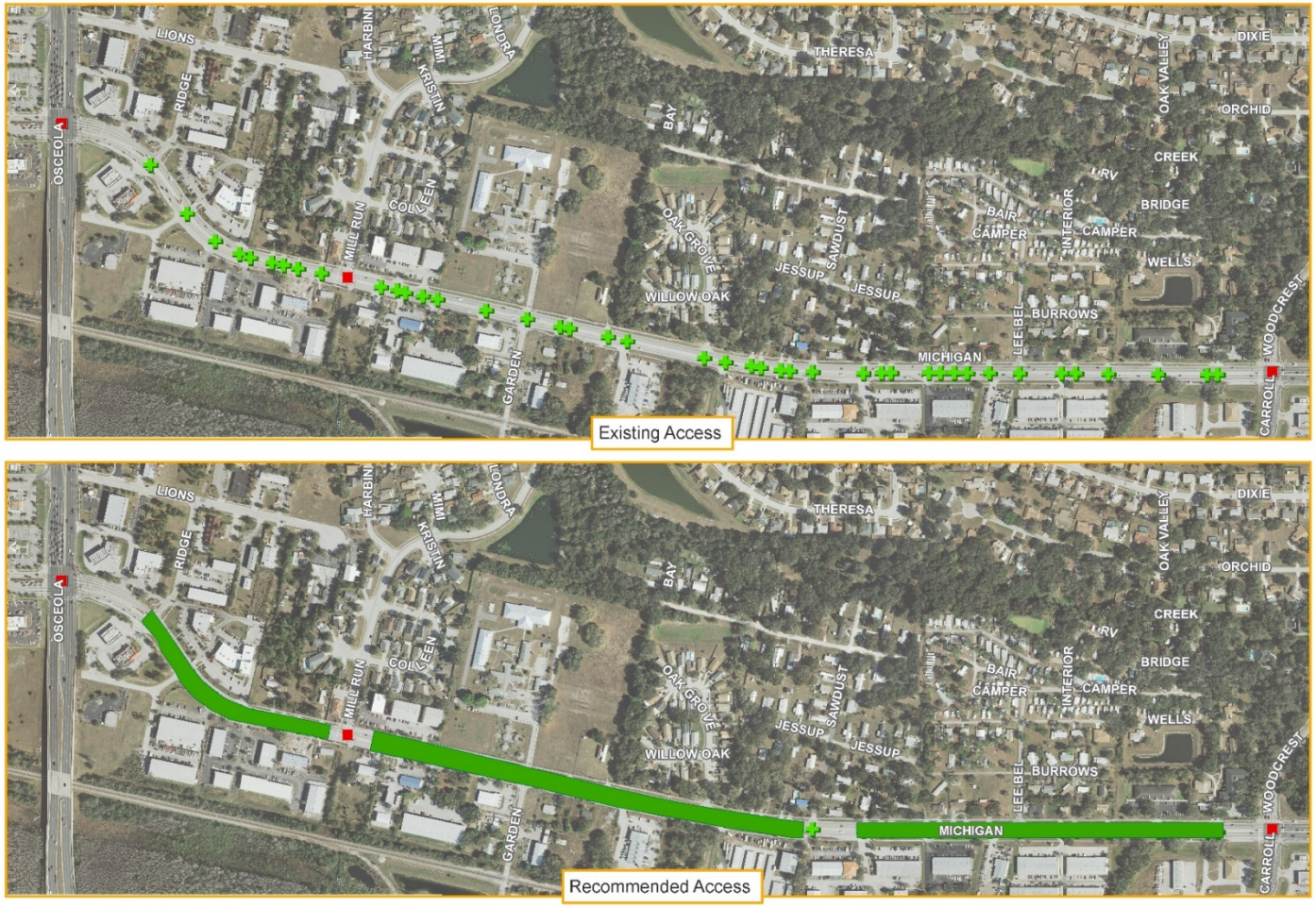
CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

MICHIGAN AVE
SECTION 2



CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

MICHIGAN AVE
SECTION 3



OAK STREET

Oak Street is an important connection in the City providing an east / west alternative to US 192 (Vine Street). Though mostly restricted from development on the south side, the north side has potential, and Figure 2-27~~Figure 2-31~~ illustrates the access management strategy for Oak Street. The corridor is classified as a Class 4 facility with a two-way center turn lane, which would follow FDOT Chapter 14-97, with the following parameters:

- Signalized intersections: 2,640 feet
- Full Median openings: N\A
- Directional left medial openings: N\A
- Driveway spacing: 440 feet

The strategy for Oak Street would be to change its classification to Class 5, with a restrictive median preserving the safety and operations of this corridor to downtown.

Figure 2-27: Oak Street Access Management Plan



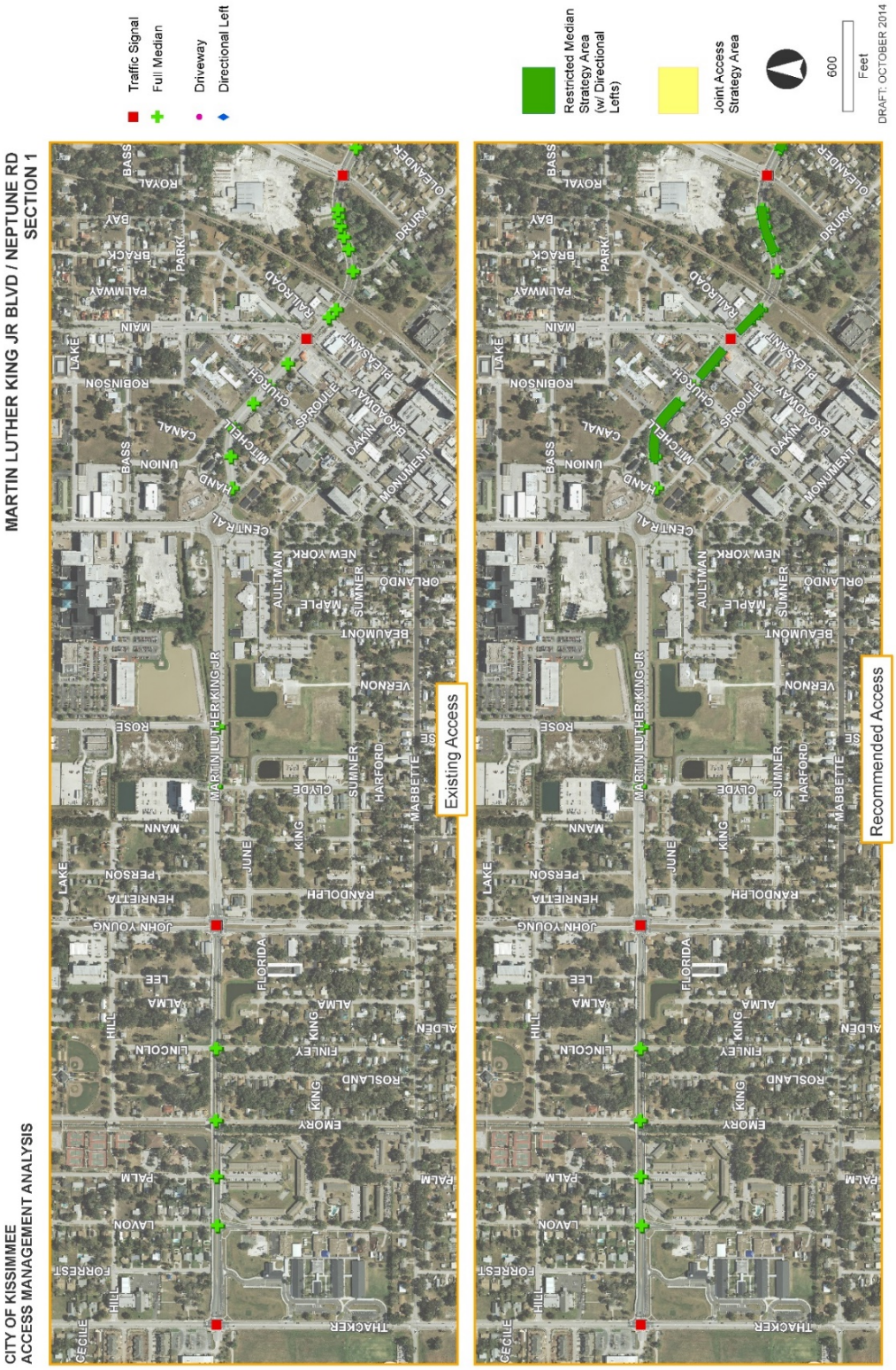
MARTIN LUTHER KING JR. BOULEVARD & NEPTUNE ROAD

The concept for Martin Luther King Jr. Boulevard (MLK) was to provide a parallel corridor to US 192 (Vine Street), which allowed the City to remove Broadway and Emmitt from the state designation of US 17/92. The city has plans to reduce the lanes and slow the speeds of Broadway and Emmitt and the MLK corridor with Neptune provides the alternative corridor, bypassing the downtown for through traffic. Figure 2-28~~Figure 2-32~~ illustrates the access management for the MLK & Neptune corridor. The Corridor resembles Class 4 according to Chapter 14-97 with the following parameters:

- Signalized intersections: 2,640 feet
- Full Median openings: N\A
- Directional left medial openings: N\A
- Driveway spacing: 440 feet

The recommended strategy for this corridor is to reclassify it to Class 7, applying both median types with areas of restricted access for safety.

Figure 2-28: Martin Luther King Jr. & Neptune Road Access Management Plan



CITY OF KISSIMMEE
ACCESS MANAGEMENT ANALYSIS

MARTIN LUTHER KING JR BLVD / NEPTUNE RD
SECTION 2



HOAGLAND BOULEVARD / CARROLL STREET

When Hoagland Boulevard is realigned by the County it will create an important regional north /south corridor with Carroll Street, providing an alternative to John Young Parkway through the City of Kissimmee. Figure 2-29~~Figure 2-33~~ illustrates the access management strategy for Hoagland Blvd and Carroll St. The corridor is classified as a Class 4, with a two way center turn lane. The strategy for Hoagland Boulevard and Carroll Street would be to change its classification to Class 5, with a restrictive median preserving the safety and operations of this corridor for regional north / south traffic.

- Signalized intersections: 2,640 feet
- Full Median openings: 1,320 feet
- Directional left medial openings: 660 feet
- Driveway spacing: 245 feet

CARROLL STREET

This section of Carroll Street in the City provides a vital connection to John Young. Figure 2-30~~Figure 2-34~~ illustrates the access management strategy for Carroll St. The corridor is classified as a Class 4, with a two-way center turn lane. The strategy for Carroll Street would be to change its classification to Class 5, with a restrictive median preserving the safety and operations especially in the residential section east of John Young Parkway.

- Signalized intersections: 2,640 feet
- Full Median openings: 1,320 feet
- Directional left medial openings: 660 feet
- Driveway spacing: 245 feet

Figure 2-29: Hoagland Boulevard Access Management Plan



Figure 2-30: Carroll Street Access Management Plan

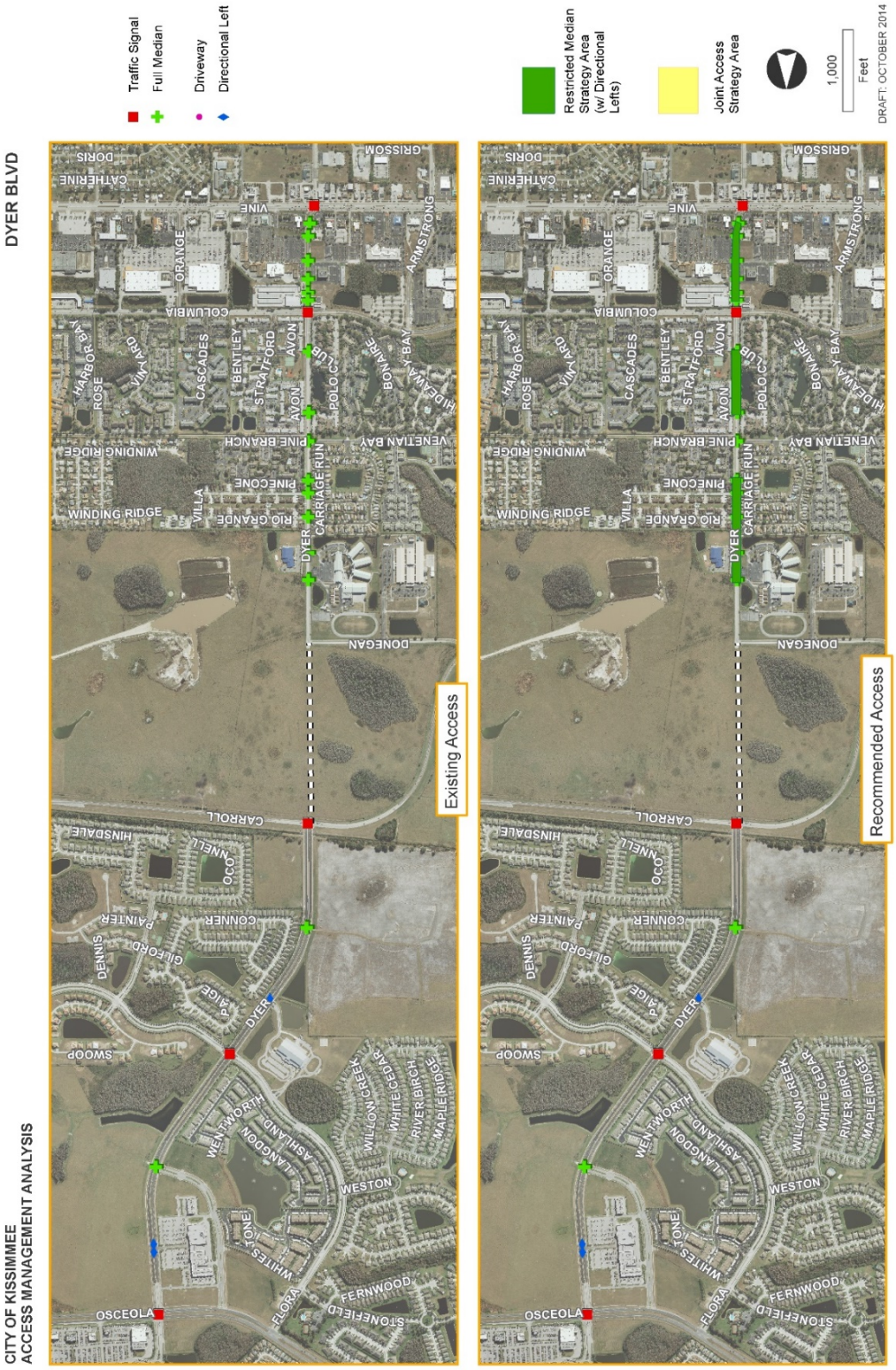


DYER BOULEVARD

Dyer Boulevard (when completed) will provide a regional north / south alternative to John Young Parkway, connecting US 192 (Vine Street) to the Osceola Parkway. Figure 2-31~~Figure 2-35~~ illustrates the access management strategy for Dyer. The corridor is classified as a Class 4, with a two-way center turn lane. The strategy for Dyer would be to change its classification to Class 5, with a restrictive median preserving the safety and operations for a regional A street for traffic.

- Signalized intersections: 2,640 feet
- Full Median openings: 1,320 feet
- Directional left medial openings: 660 feet
- Driveway spacing: 245 feet

Figure 2-31: Dyer Boulevard Access Management Plan



STATION AREA PARKING

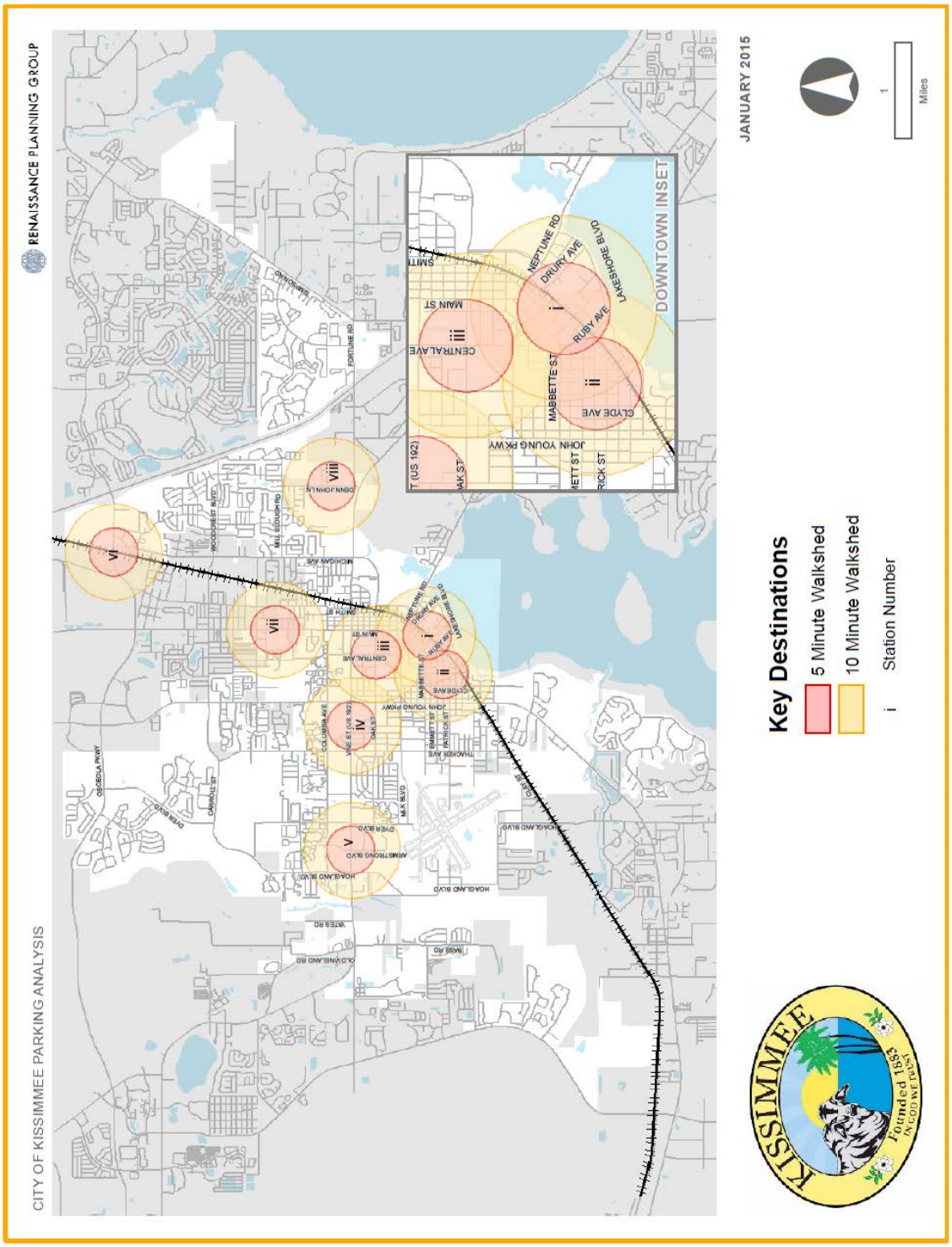
INTRODUCTION

The City of Kissimmee encourages mixed use Transit Oriented Development in its targeted redevelopment areas, and has adopted it as an objective with the Multimodal Transportation District (MMTD) and downtown Community Redevelopment Agency (CRA) Master Plans. The Transportation Element includes a parking supply (existing parking inventory) and future parking (forecasted parking need based on the Land Development Code) analysis that evaluates eight locations (Figure 2-36) within the City that have transit stop / station areas associated with the Future SunRail expansion, Planned US 192 Bus Rapid Transit (BRT) and / or the City of Kissimmee Circulator. These Stop/Station area locations are:

- Downtown Transit Station Area
- Government Office Area
- Medical Campus Area
- Bronson Station Area
- Plaza Del Sol Station Area
- Gateway Tupperware Station Area
- Florida Hospital Area
- Valencia College Area

The parking supply / need at the eight locations was calculated by summarizing the residential units and non-residential square footage within 10 minute walksheds (1/2 mile radius around each area's focal point). The analysis in the report focuses on the supply / need for parking at each of the eight key destinations by comparing existing parking spaces to the minimum requirements for parking from the City's Land Development Code. This baseline analysis provides a strategic, analytical foundation for Land Development Code revisions that support the City's objective for multimodal strategies for redevelopment.

~~Figure 2-36: Stop and Station Areas~~



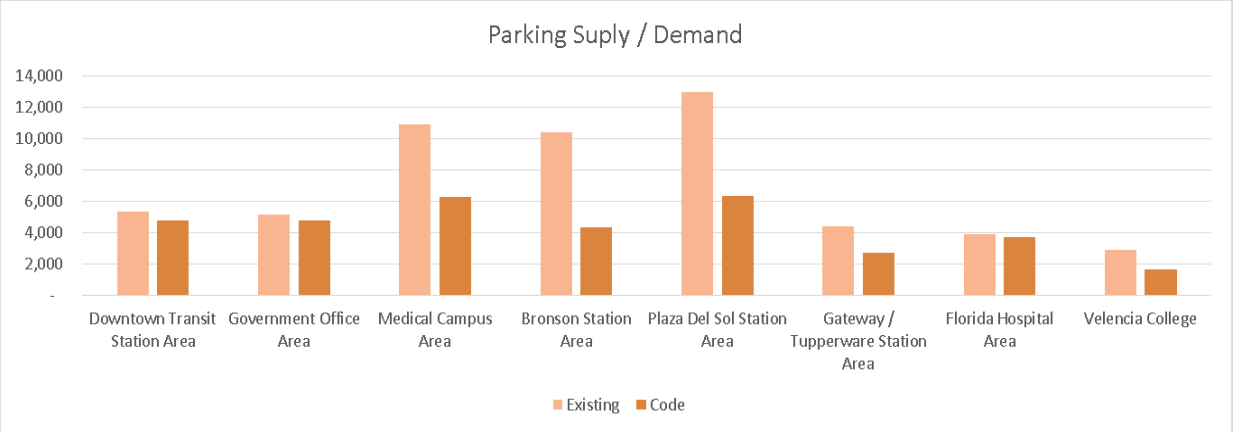
~~Existing Conditions Analysis~~

~~The eight destinations were analyzed at an extent of 10 minutes, capturing reasonable walk and parking distances from station / stop areas. An inventory was taken that included the residential dwelling units (multifamily only), non-residential square footage of buildings using Osceola County Property Appraiser's data, and the Marketing Analysis tool in TBest and summarized in Table 2-14 (maps illustrating the dwelling units and square footage are located in Appendix A). TBest is a tool developed by FDOT to estimate transit ridership, the marketing analysis summarizes the land uses in walk distances tying the analysis to the walking time to a transit stop or destination. The parking inventory separates private residential parking spaces, private non-residential parking spaces and public spaces within the walksheds. Table 2-15 identifies the existing minimum number of parking spaces based on the square footage or units of development (according to the Land Development Code). The analysis shows that there is sufficient parking with the combination of both public and private parking to support the existing land uses in each of the Station / Stop areas.~~

~~Table 2-14: Existing Development and Parking~~

	Downtown Transit Station Area	Government Office Area	Medical Campus Area	Bronson Station Area	Plaza Del Sol Station Area	Gateway / Tupperware Station Area	Florida Hospital Area	Velencia College
Existing - Building Square Footage								
Commercial	610,791	665,214	1,071,064	1,077,310	1,377,103	582,554	472,676	98,953
Industrial	32,228	45,703	141,726	0	635,951	181,601	347,750	0
Institutional	157,322	112,142	523,861	299,564	62,337	14,687	288,393	101,708
Government (Service)	729,292	694,777	279,627	29,833	3,024	31,241	161,162	357,522
Misc	18,309	288	72,393	0	0	0	0	8,826
Total	**1,547,942**	**1,518,124**	**2,088,671**	**1,406,707**	**2,078,415**	**810,083**	**1,269,981**	**567,009**
Existing - Dwelling Units								
Single Family/Townhouse	247	429	376	368	120	120	345	309
MultiFamily 4 to 8 Units	34	29	1	2	16	16	41	1
MultiFamily > 8 Units	150	202	141	168	177	177	2	0
Total (Multifamily only)	**184**	**231**	**142**	**170**	**193**	**193**	**43**	**1**

	Existing - Parking Supply / Demand															
	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code
Residential*	343	382	534	474	470	284	1,765	341	2,374	392	500	392	889	102	97	2
Non - Residential	3,481	4423	3,192	4337	10,222	5968	8,616	4019	10,598	5938	3,880	2315	3,011	3629	2,835	1620
Public	1,494		1,450		204											
Total	**5,318**	**4,804**	**5,176**	**4,811**	**10,896**	**6,252**	**10,381**	**4,360**	**12,972**	**6,331**	**4,380**	**2,707**	**3,900**	**3,731**	**2,932**	**1,622**



~~Future Conditions Analysis~~

~~The future square footage and dwelling units is estimated from the Downtown CRA Master Plan, the Vine Street CRA Master Plan and approved development plans submitted to the City. Development activity within the 10 minute walking sheds of the eight key destinations is summarized in Table 2-16 below. The parking requirements from the Land Development Code were applied to the existing and future development activity and compared against the existing parking supply. The results show the existing parking supply meets the suburban demand estimated from the existing Land Development Code minimum standards for most of the stop / station areas.~~

Table 2-14: Minimum Parking Standards

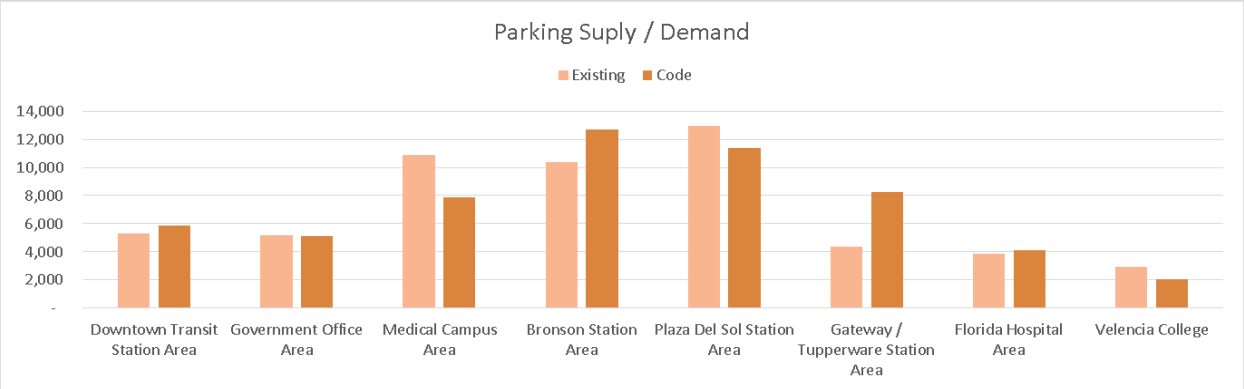
Land Use Categorty		Land Development Code
Multi Family Residential	Dwelling Unit	2.20
Service	1,000 SF of GFA	3.33
Commercial	1,000 SF of GFA	2.98
Institutional	1,000 SF of GFA	4.29
Industrial	1,000 SF of GFA	1.48
	AVERAGE RATE	2.84

~~The Downtown SunRail Intermodal Station is planned to increase the public parking by 400 spaces to meet the park and ride demand in the Downtown, which would bring the existing parking spaces above the future demand.~~

~~Table 2-16: Future Parking Supply and Demand~~

	Downtown Transit Station Area	Government Office Area	Medical Campus Area	Bronson Station Area	Plaza Del Sol Station Area	Gateway / Tupperware Station Area	Florida Hospital Area	Velencia College
Buture - Building Square Footage Increases								
Commercial / Office	170,000	5,000	280,000	2,600,000	1,000,000	1,149,000	94,000	150,000
Industrial	0	0	0	0	0	0	0	0
Institutional	0	0	0	0	0	0	0	0
Government (Service)	0	0	0	0	0	0	0	0
Misc	0	0	0	0	0	0	0	0
Total	**170,000**	**5,000**	**280,000**	**2,600,000**	**1,000,000**	**1,149,000**	**94,000**	**150,000**
Futrue - Dwelling Units Increases								
Single Family/Townhouse	0	0	0	0	0	0	0	0
MultiFamily 4 to 8 Units	84	54	111	112	416	434	41	0
MultiFamily > 8 Units	200	252	397	477	1377	1432	2	0
Total (Multifamily only)	**284**	**306**	**508**	**589**	**1793**	**1866**	**43**	**0**

	Future - Parking Supply / Demand															
	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code	Existing	Code
Residential*	343	983	534	780	470	1,077	1,765	1,271	2,374	2,578	500	2,651	889	248	97	2
Non - Residential	3,481	4,908	3,192	4,352	10,222	6,768	8,616	11,448	10,598	8,795	3,880	5,597	3,011	3,897	2,835	2,049
Public	1,494	-	1,450	-	204	-	-	-	-	-	-	-	-	-	-	-
Total	**5,318**	**5,892**	**5,176**	**5,131**	**10,896**	**7,844**	**10,381**	**12,718**	**12,972**	**11,373**	**4,380**	**8,248**	**3,900**	**4,145**	**2,932**	**2,051**



~~SunRail and the City's Transit Oriented Development (TOD) policies discourage auto-oriented uses. Auto-oriented uses, such as drive-through windows and surface vehicle parking/storage, should be preferably prohibited near the transit station. They bring additional traffic into the TOD, deaden the pedestrian environment and create additional auto-pedestrian conflict points with driveways.~~

~~A vast majority of the parking in the stop / station areas are on private property and are not shared for public use because the development pattern is still auto-oriented. However, the redevelopment plans adopted by the City and updates to the Land Development Code regulations will help the City meet the objectives of the Multimodal Transportation District by encouraging mixed use Transit Oriented Development in its targeted redevelopment areas.~~

~~Transit Oriented Design Parking~~

~~The City of Kissimmee has adopted a Multimodal Transportation District to encourage multimodal mobility improvements and redevelopment in Kissimmee's urban core, and to enable transit supportive development in the Downtown and along the Vine Street corridor. In 2009, the City of Kissimmee established a Multimodal Transportation District as an approach to transportation mobility and concurrency designed to support quality redevelopment and create better travel options in the downtown area and along Vine Street. The Multimodal Transportation District helps the City create a destination with lasting economic, civic and social value by improving accessibility, connectivity and safety for people of all ages and abilities.~~

Table 2-15: LDC vs TOD Parking Standards

Land Use Categorty		Land Development Code	T4 - TOD Recommended Parking	T3 - TOD Recommended Parking
Multi Family Residential	Dwelling Unit	2.20	1.50	2.00
Service	1,000 SF of GFA	3.33	2.00	3.00
Commercial	1,000 SF of GFA	2.98	2.00	3.00
Institutional	1,000 SF of GFA	4.29	2.00	3.00
Industrial	1,000 SF of GFA	1.48		
	AVERAGE RATE	2.84	1.88	2.75
Percent Single Use Parking		N/A	15%	20%

~~The City is reviewing and updating its regulations to support the multimodal objectives, with minimum parking requirements for new development being one area of anticipated change. In most cases around the nation and within the City, the regulations have not changed since first being developed in the 1980's growth boom and at the height of suburban development and auto-oriented travel.~~

~~The Florida Department of Transportation (FDOT), in partnership with the former Florida Department of Community Affairs (DCA), developed a Transit Oriented Development (TOD) Design Guidebook and parking standards (Table 2-17) to provide general parameters and strategies to local governments and agencies to promote and implement 'transit ready' development patterns. Focusing land use and urban design policies towards transit will help to optimize future transit investments and increase transit ridership. (Appendix B)~~

~~Applying the parking guidelines within the 10 minute walk shed of the stop / stations areas would reshape the environment and further encourage redevelopment to be more multimodal orientated.~~

~~Table 2-18 illustrates the difference in the parking standard by not only eliminating the term "minimum" but establishing a public parking percentage based on the transit place type of the stop / station area.~~

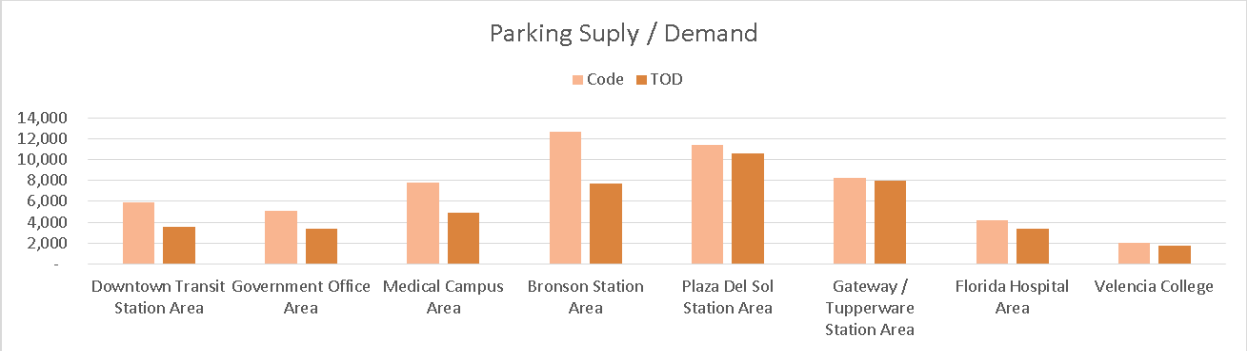
~~The transit place types are consistent with the Federal Transit Administration recommendations and if applied to the City of Kissimmee future development pattern would fall into the T4- Town Center or T3- Village Center categories.~~

~~Shared parking reduces the demand by 20 percent when a given use has a different peak-day or peak-hour parking demand than that of another use, consistent with the general make up of a City or Village Center.~~

~~With TOD parking parameters applied to the existing and future development in the stop / station areas, the demand for parking could be greatly reduced, meeting the objective of the MMTD by not accommodating the automobile for parking. This could also open up the possibility of establishing parking maximums rather than minimum (or having both with an eye toward supporting transit).~~

Table 2-16: Parking Difference with TOD Standards

	Downtown Transit Station Area		Government Office Area		Medical Campus Area		Bronson Station Area		Plaza Del Sol Station Area		Gateway / Tupperware Station Area		Florida Hospital Area		Velencia College	
	T4 - City Center		T4 - City Center		T4 - City Center		T4 - City Center		T3- Village Center		T3- Village Center		T3- Village Center		T3- Village Center	
Future - Parking Supply / Demand with Public Parking Targets																
	Code	TOD	Code	TOD	Code	TOD	Code	TOD	Code	TOD	Code	TOD	Code	TOD	Code	TOD
Residential*	983	84	780	97	1,077	117	1,271	137	2,578	477	2,651	494	248	21	2	0
Non - Residential	4,908	412	4,352	366	6,768	568	11,448	962	8,795	1,108	5,597	705	3,897	491	2,049	258
Public	-	3,038	-	2,877	-	4,196	-	6,588	-	8,981	-	6,797	-	2,899	-	1,464
Total	**5,892**	**3,535**	**5,131**	**3,339**	**7,844**	**4,882**	**12,718**	**7,686**	**11,373**	**10,566**	**8,248**	**7,996**	**4,145**	**3,411**	**2,051**	**1,722**
Parking Demand Difference	(2,357)		(1,792)		(2,963)		(5,032)		(807)		(252)		(734)		(329)	



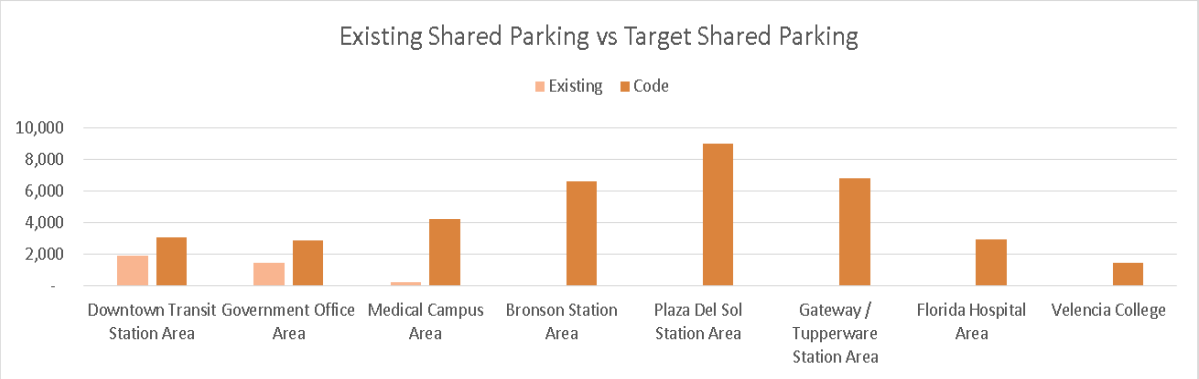
~~STRATEGY & RECOMMENDATIONS~~

~~The strategy for the City of Kissimmee regarding parking should be to adopt stop / station area overlay districts consistent with the Transportation Element. These districts would incorporate TOD parking standards with shared parking percentages and targets (Table 2-19) for the City to use as a guide for reviewing redevelopment plans along with maximum parking standards for any given site.~~

Table 2-17: Shared Parking Targets

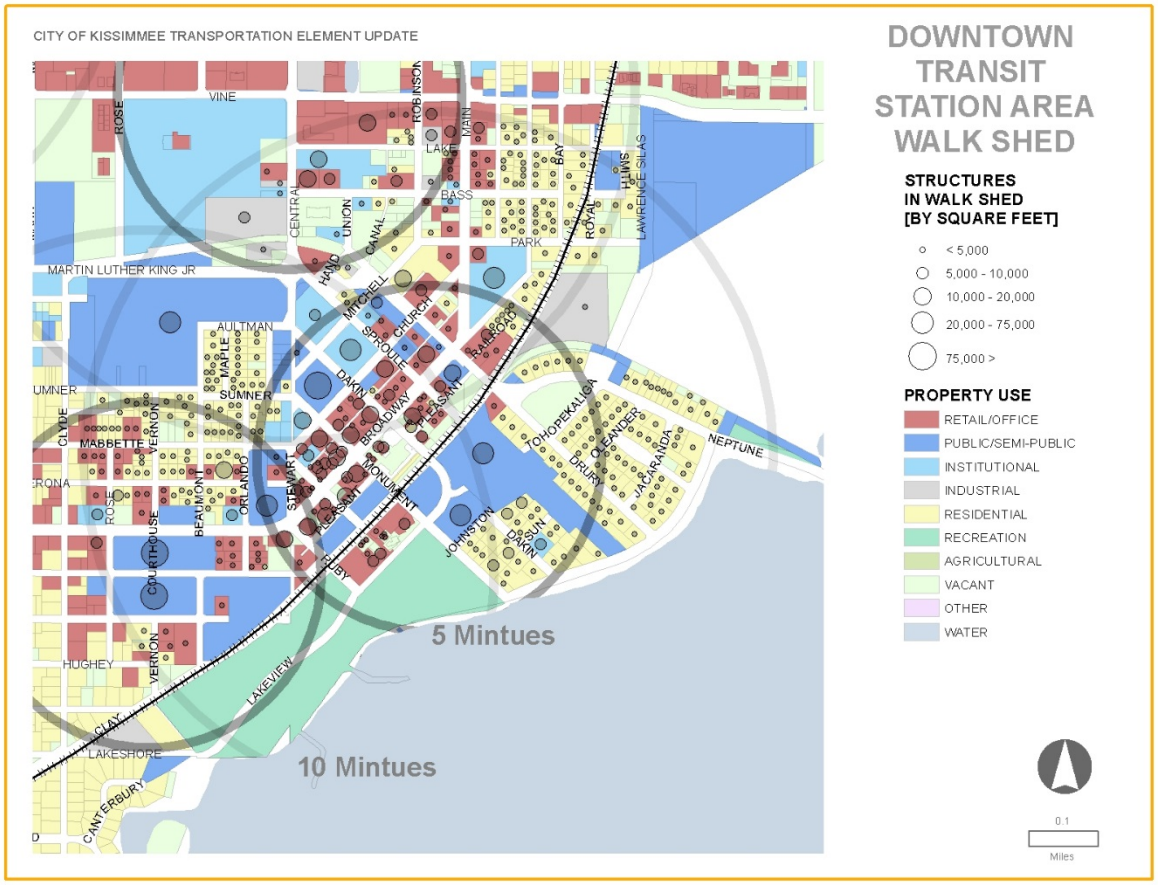
	Downtown Transit Station Area		Government Office Area		Medical Campus Area		Bronson Station Area		Plaza Del Sol Station Area		Gateway / Tupperware Station Area		Florida Hospital Area		Velencia College	
	T4 - City Center		T4 - City Center		T4 - City Center		T4 - City Center		T3- Village Center		T3- Village Center		T3- Village Center		T3- Village Center	
Future - Parking Supply / Demand with Public Parking Targets																
	Existing	TOD	Existing	TOD	Existing	TOD	Existing	TOD	Existing	TOD	Existing	TOD	Existing	TOD	Existing	TOD
Residential*	343	84	534	97	470	117	1,765	137	2,374	477	500	494	889	21	97	0
Non - Residential	3,481	412	3,192	366	10,222	568	8,616	962	10,598	1,108	3,880	705	3,011	491	2,835	258
Shared	1,894	3,038	1,450	2,877	204	4,196	-	6,588	-	8,981	-	6,797	-	2,899	-	1,464
Total	**5,718**	**3,535**	**5,176**	**3,339**	**10,896**	**4,882**	**10,381**	**7,686**	**12,972**	**10,566**	**4,380**	**7,996**	**3,900**	**3,411**	**2,932**	**1,722**

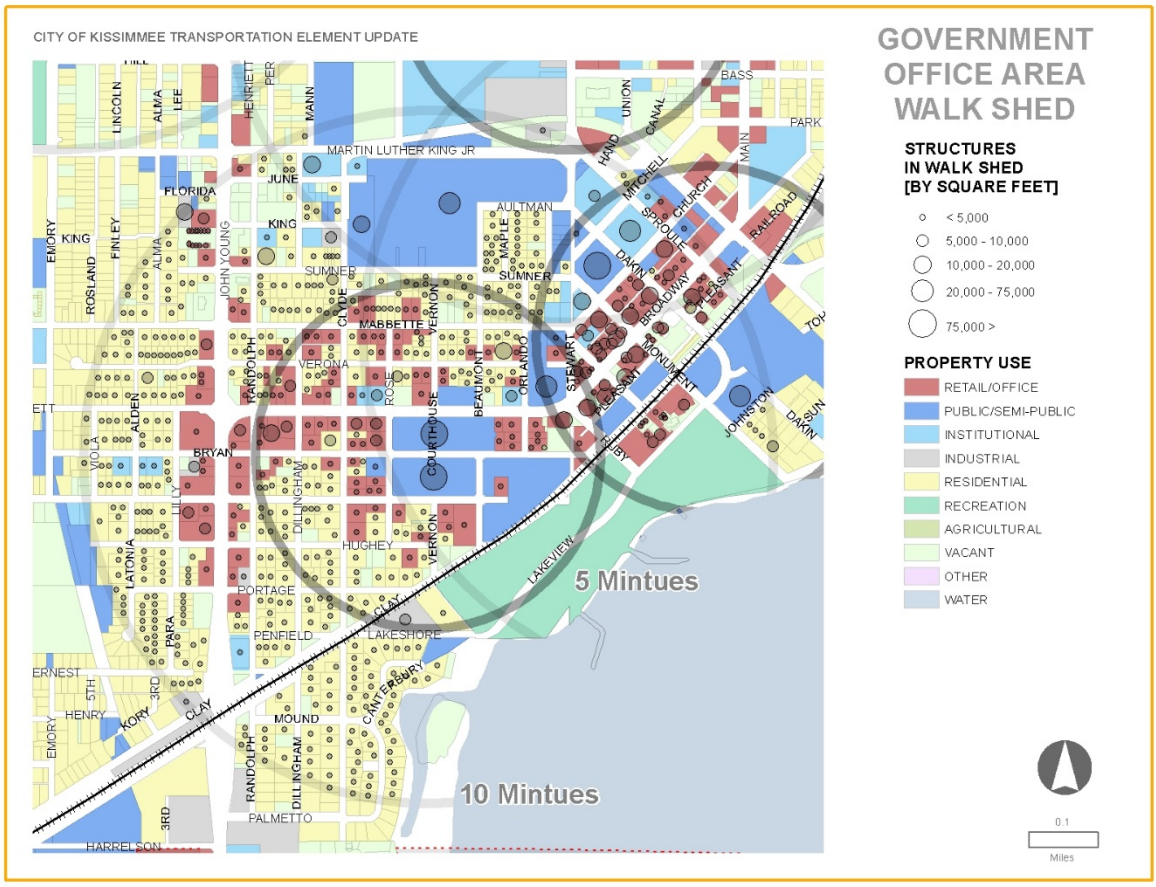
Shared Parking Increase	1,144	1,427	3,992	6,588	8,981	6,797	2,899	1,464
Shared Parking Target	**3,038**	**2,877**	**4,196**	**6,588**	**8,981**	**6,797**	**2,899**	**1,464**

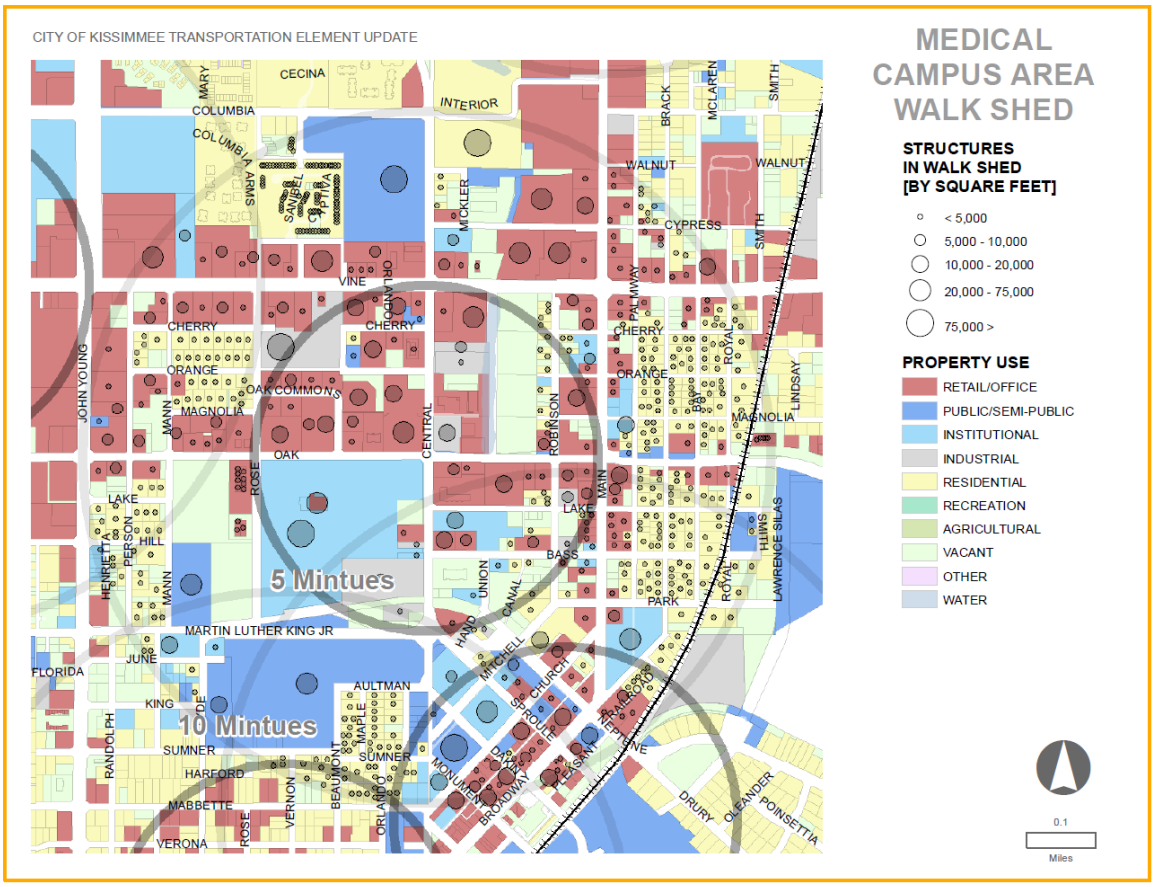


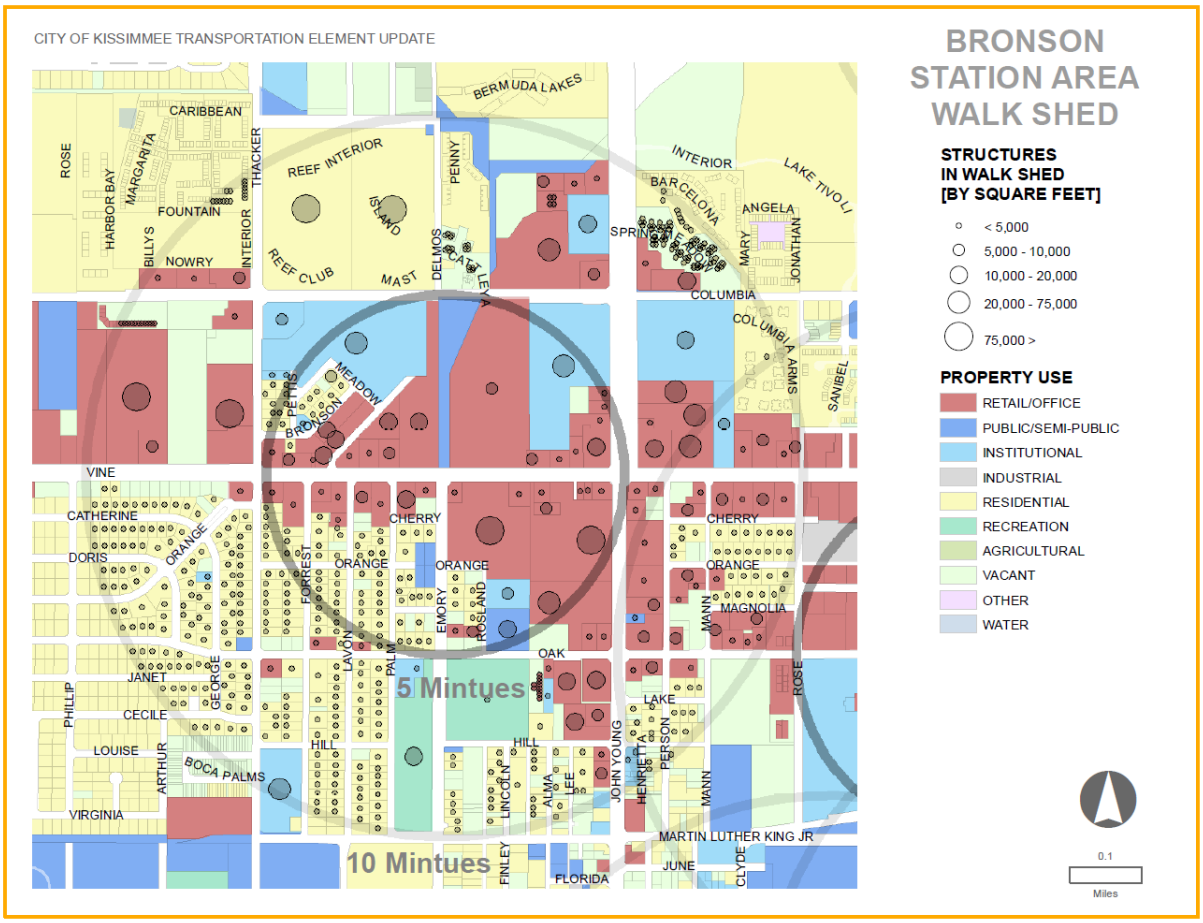
~~APPENDIX~~

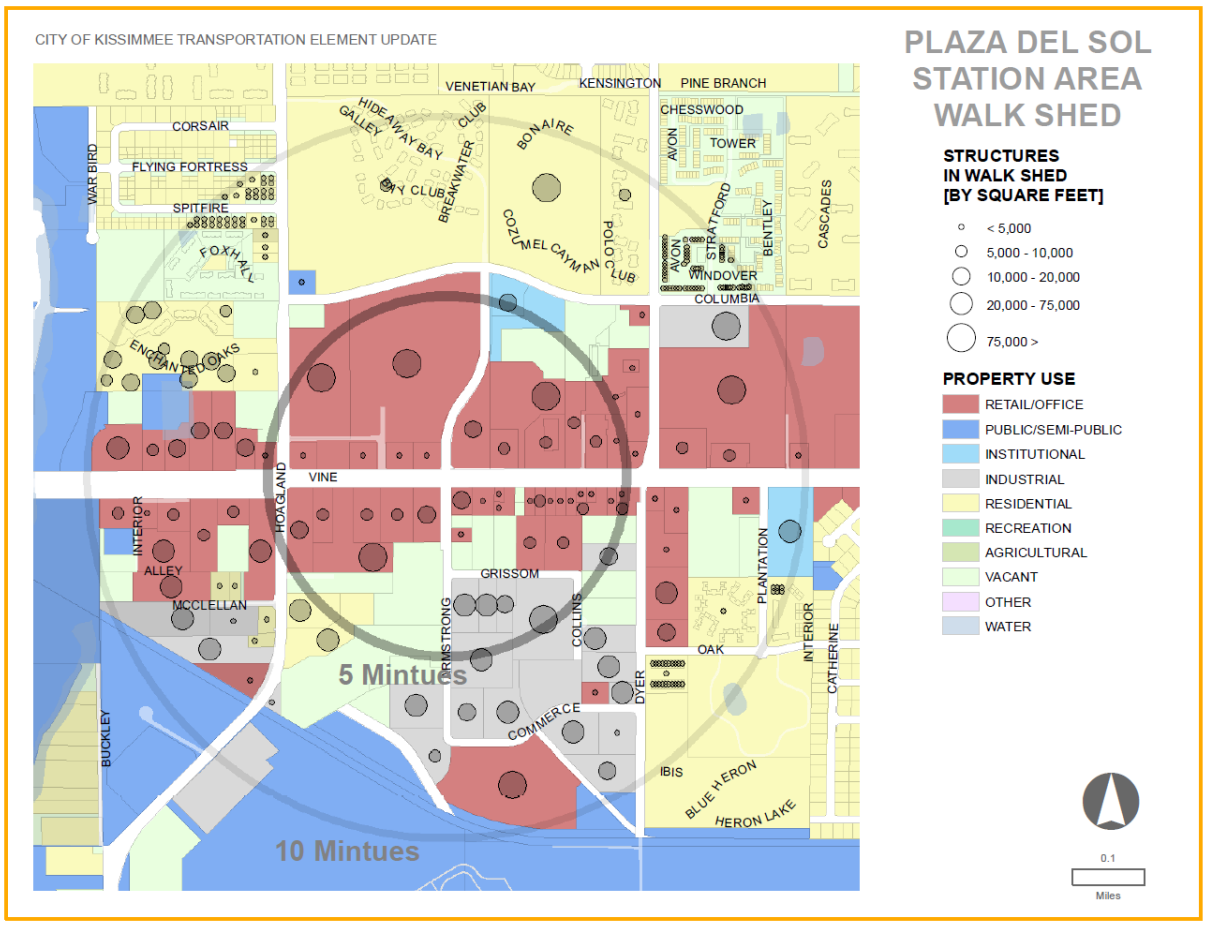
~~APPENDIX A – EXISTING DEVELOPMENT MAPS~~

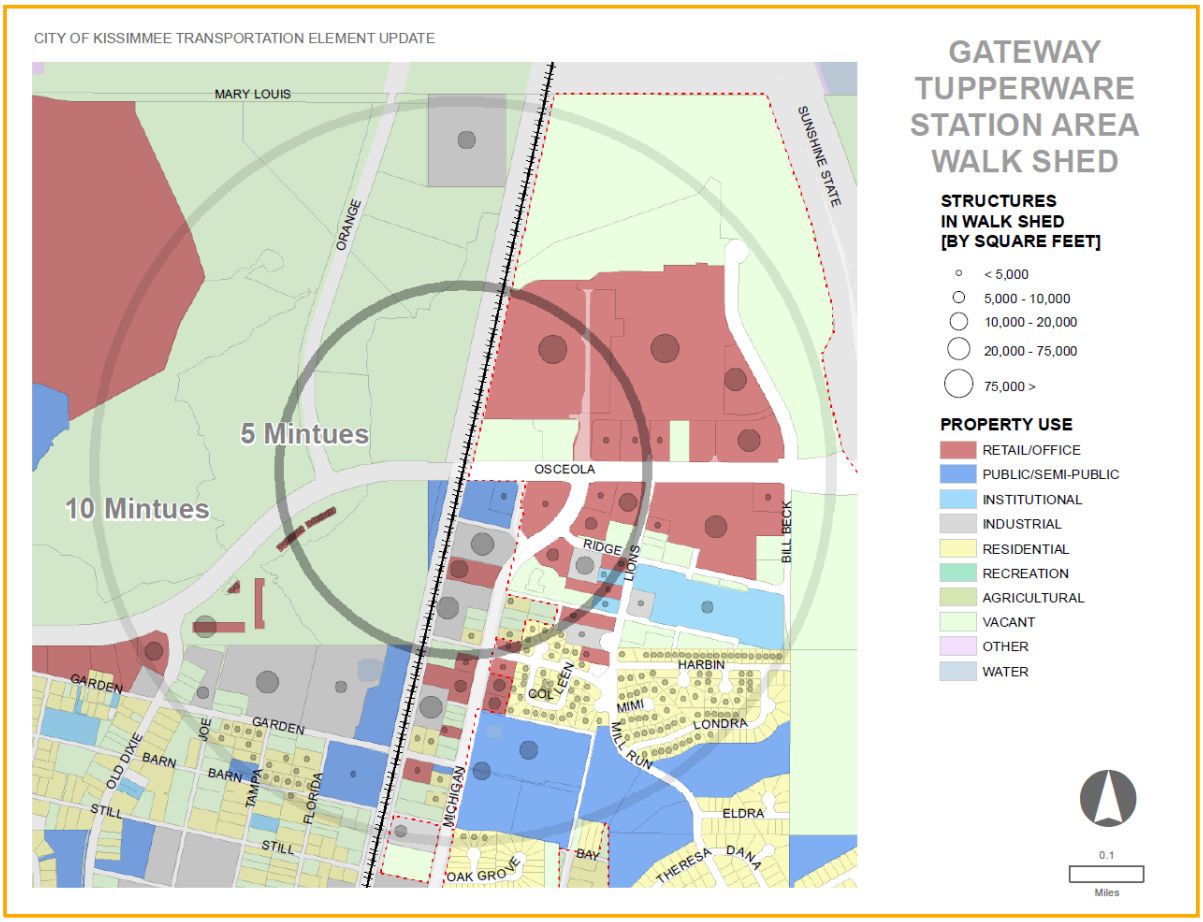


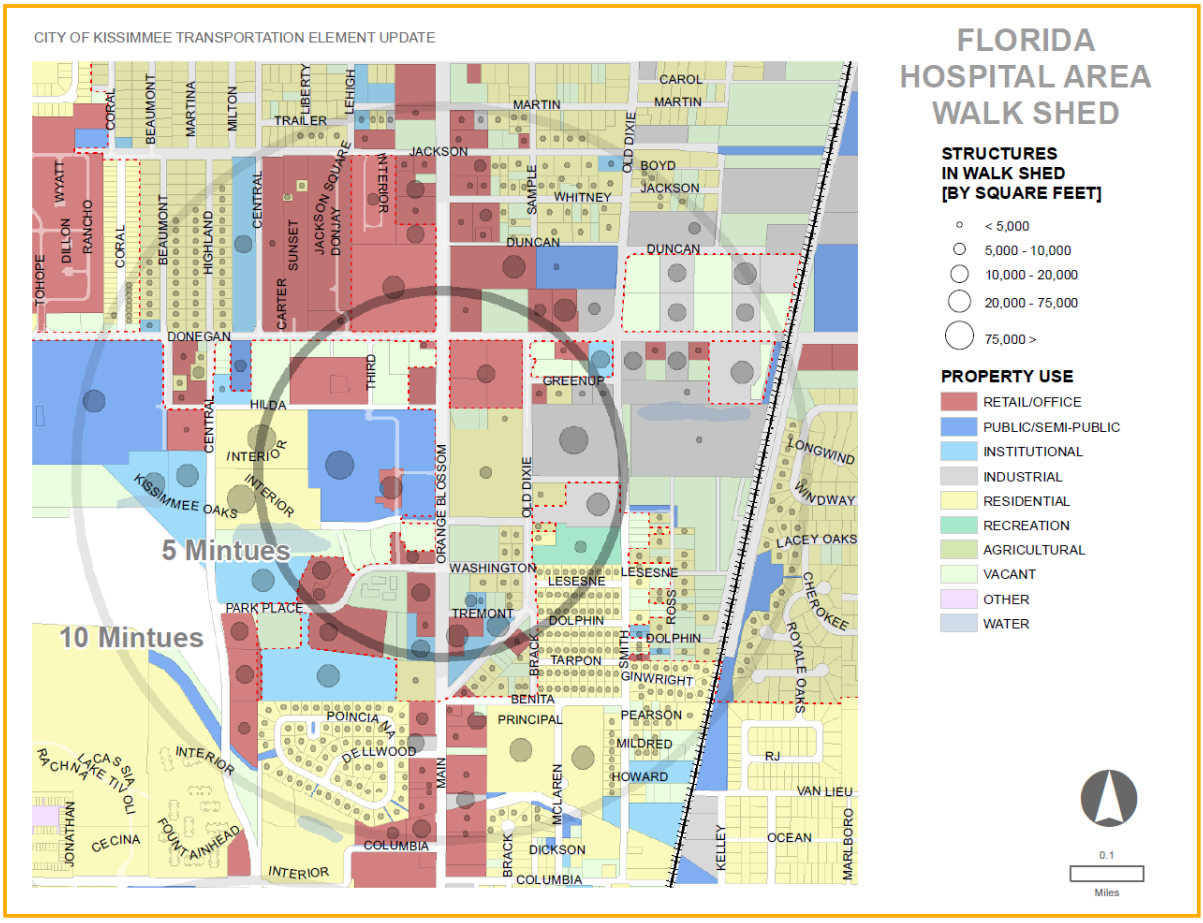

CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
GOVERNMENT OFFICE AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
0.1
Miles

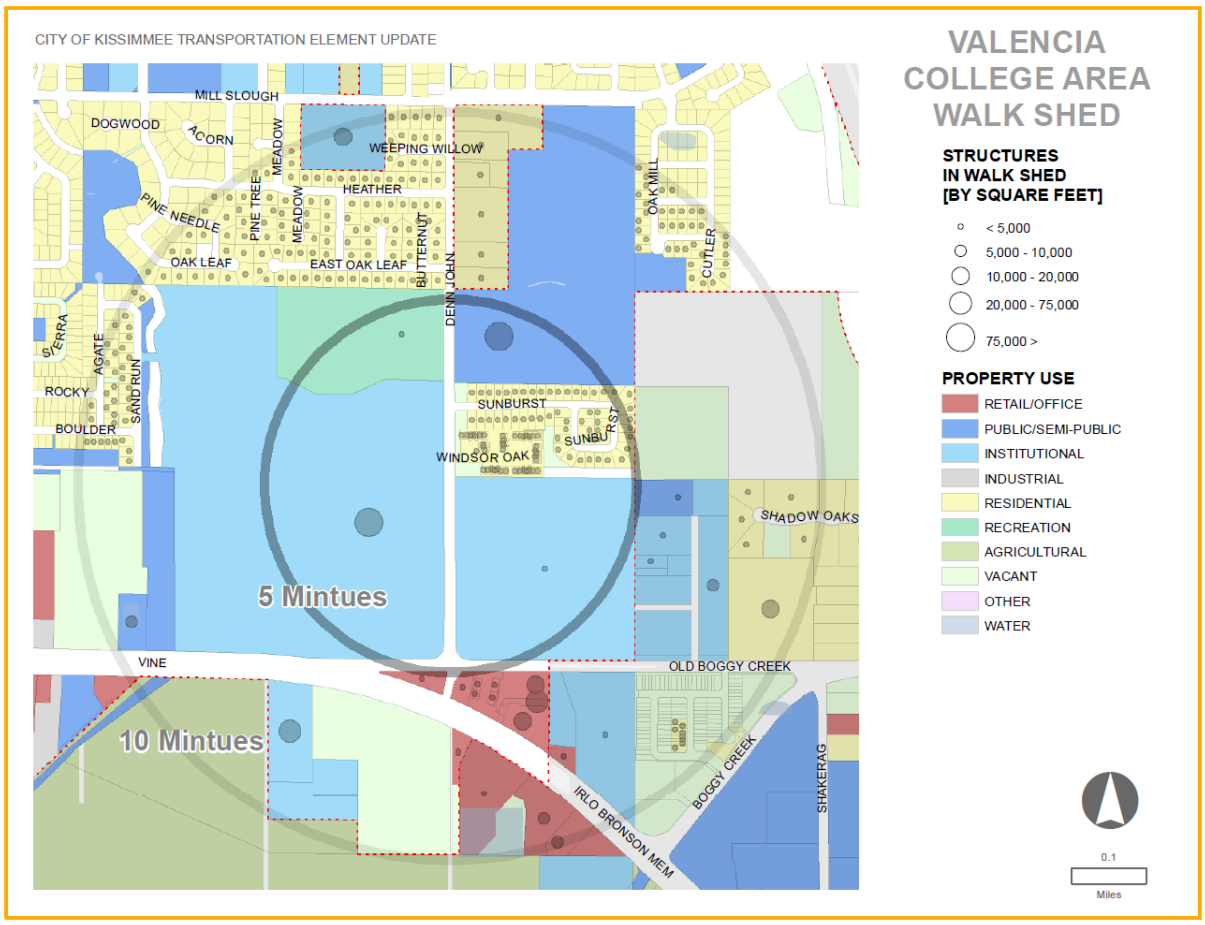

CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
MEDICAL CAMPUS AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
0.1
Miles


CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
BRONSON STATION AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
0.1
Miles
BERMUDA LAKES
CARIBBEAN
ROSE
HARBOR BAY
MARGARITA
FOUNTAIN
BILLYS
NOWRY
INTERIOR
THACKER
REEF INTERIOR
ISLAND
REEF CLUB
MAST
PENNY
DELMOS
CATALEYA
INTERIOR
LAKE TIVOLI
BARCELONA
ANGELA
SPRINGFIELD
MARY
JONATHAN
COLUMBIA
COLUMBIA ARMS
SANIBEL
PETRS
BRONSON
MEADOW
VINE
CATHERINE
DORIS
ORANGE
FORREST
CHERRY
EMORY
ROSLAND
PALM
LAVON
OAK
MAGNOLIA
MANN
JANET
GEORGE
PHILLIP
CECILE
LOUISE
ARTHUR
BOCA PALMS
VIRGINIA
HILL
LINCOLN
ALMA
LEE
FINLEY
FLORIDA
JOHN YOUNG
HENRIETTA
PERSON
LAKE
ROSE
MARTIN LUTHER KING JR
JUNE
CLYDE


CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
PLAZA DEL SOL STATION AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
VENETIAN BAY
KENSINGTON
PINE BRANCH
CHESSWOOD
TOWER
CORSAIR
FLYING FORTRESS
SPITFIRE
FOXHALL
ENCHANTED OAKS
WAR BIRD
HIDEAWAY BAY
GALLEY
CLUB
BREAKWATER
BONAIRE
COZUMEL
CAYMAN
POLO CLUB
AVON
STRATFORD
BENTLEY
CASCADES
WINDOVER
COLUMBIA
VINE
HOAGLAND
INTERIOR
ALLEY
MCCLELLAN
GRISSOM
ARMSTRONG
COLLINS
DYER
COMMERCE
OAK
PLANTATION
CATHERINE
BUCKLEY
IBIS
BLUE HERON
HERON LAKE
0.1
Miles


CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
MARY LOUIS
ORANGE
SUNSHINE STATE
5 Mintues
10 Mintues
OSCEOLA
RIDGE
LIONS
BILL BECK
HARBIN
COLLEEN
MIMI
LONDRA
MILL RUN
ELDRA
GARDEN
JOE
GARDEN
OLD DIXIE
BARN
BARN
TAMPA
FLORIDA
STILL
STILL
MICHIGAN
OAK GROVE
BAY
THERESA
DANA
GATEWAY TUPPERWARE STATION AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
0.1
Miles


CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
FLORIDA HOSPITAL AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
0.1
Miles


CITY OF KISSIMMEE TRANSPORTATION ELEMENT UPDATE
VALENCIA COLLEGE AREA WALK SHED
STRUCTURES IN WALK SHED [BY SQUARE FEET]
< 5,000
5,000 - 10,000
10,000 - 20,000
20,000 - 75,000
75,000 >
PROPERTY USE
RETAIL/OFFICE
PUBLIC/SEMI-PUBLIC
INSTITUTIONAL
INDUSTRIAL
RESIDENTIAL
RECREATION
AGRICULTURAL
VACANT
OTHER
WATER
5 Mintues
10 Mintues
MILL SLOUGH
DOGWOOD
ACORN
MEADOW
WEEPING WILLOW
HEATHER
PINE NEEDLE
PINE TREE
MEADOW
OAK LEAF
EAST OAK LEAF
BUTTERNUT
DENN JOHN
OAK MILL
CUTLER
SIERRA
AGATE
SAND RUN
ROCKY
BOULDER
SUNBURST
SUNBU
RST
WINDSOR OAK
SHADOW OAKS
VINE
OLD BOGGY CREEK
IRLO BRONSON MEM
BOGGY CREEK
SHAKERAG
0.1
Miles

APPENDIX B – FDOT TOD GUIDEBOOK



3 HOUSING

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Housing

~~*prepared for*~~

~~City of Kissimmee~~

~~*prepared by*~~

~~**Cambridge Systematics, Inc.**~~
~~2101 West Commercial Boulevard, Suite 3200~~
~~Fort Lauderdale, FL 33309~~

~~*date*~~*Amendments:*

Amended February 2026; Amendment No. 25-01ER
November 2018

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulated goals, objectives, and implementing policies for the Housing Element pursuant to §163.3177 (6) (f), Florida Statutes.

GOAL 3.1 PROVIDE SAFE, AFFORDABLE AND ENERGY EFFICIENT HOUSING FOR THE CITY'S RESIDENTS.

Allocate land area for accommodating a supply of housing responsive to the diverse housing needs of the existing and projected future city population and assist the private sector in providing affordable quality housing in neighborhoods protected from incompatible uses, located in proximity to employment and commercial services, and served by adequate public facilities.

OBJECTIVE 3.1.1: PROMOTE AFFORDABLE QUALITY HOUSING.

The City shall promote the development and adequate maintenance of affordable housing that provides quality living conditions for current and future residents of the City of Kissimmee.

POLICY 3.1.1.1: ENSURE ADEQUATE ACREAGE AND ALLOW REDEVELOPMENT TO MEET PROJECTED DEMAND.

The City's Future Land Use Map shall continue to designate adequate acreage for a variety of housing types to meet the projected housing need and desired product type and continue to support additional housing through redevelopment.

POLICY 3.1.1.2: PROVIDE TECHNICAL ASSISTANCE, INFORMATION AND REFERRAL SERVICES.

The City should provide technical assistance, information and referral services to the private sector in order to maintain a housing production capacity sufficient to meet the projected housing market demand. The City shall continue to advance fair housing and elimination of discrimination in housing.

POLICY 3.1.1.3: ENCOURAGE EFFICIENT HOUSING DELIVERY.

The City shall promote the reduction in home construction costs by eliminating unnecessary regulatory practices that add to the cost of housing. In addition, the City shall coordinate with relevant departments and agencies regarding the timely extension of water and wastewater services as well as utilities and road improvements to developing or redeveloping residential areas in need of infrastructure to support new housing or neighborhood revitalization.

POLICY 3.1.1.4: SUPPORT AFFORDABLE HOUSING PROGRAMS AND EFFORTS.

The City of Kissimmee shall continue to coordinate with the Osceola County Housing Office on housing programs including the State Housing Initiative Partnership, Section 8 Housing Assistance program, the Down Payment Assistance program and other State and federal housing grant programs that become available. The City shall continue to participate in seek State and federal programs that provide funding for affordable housing. The City shall continue cooperating with Osceola County, Florida's Department of Economic Opportunity, the Florida Housing Finance Corporation, and the Department of Housing and Urban Development in furthering housing opportunities for low and moderate income residents within the urban area.

POLICY 3.1.1.5: PROVIDE REGULATIONS THAT PROMOTE A VARIETY OF HOUSING TYPES.

The City shall periodically review the Land Development Code and assess the successes or failures in allowing for the development and retaining of a variety of housing product types and levels of affordability to meet the needs of residents, including low and moderate income households. Any barriers to the development of affordable housing should be removed.

POLICY 3.1.1.6: PROMOTE WORKFORCE HOUSING.

The City shall periodically review the Land Development Code and determine appropriate incentives to promote the development of affordable workforce housing. Incentives may include increased density and development rights, expedited review and/or financial incentives (in the form of reduced fees).

POLICY 3.1.1.7: PROMOTE "GREEN" AFFORDABLE HOUSING.

The City shall promote and support the development of affordable housing that uses green and sustainable development practices to both increase the supply of affordable housing and reduce greenhouse gas emissions.

POLICY 3.1.1.8: MOBILE HOME FUTURE LAND USE REQUIREMENTS.

Mobile homes will continue to be accommodated in the existing mobile home parks and developers will continue to have the opportunity to develop mobile homes in low density areas in accordance with land development regulations.

POLICY 3.1.1.9: ADDRESS CURRENT AND FUTURE AFFORDABLE HOUSING SHORTAGE.

The City will protect its current housing units, work to keep units affordable, and continue policies and identify funding opportunities for the development of additional subsidized units. The City will continue to identify and implement programs and funding that support homeownership and rental assistance.

OBJECTIVE 3.1.2: STRIVE TO ACHIEVE A HOUSING STOCK FREE OF SUBSTANDARD UNITS.

The City shall undertake programs in concert with the State and Federal governments to eliminate substandard housing conditions as below directed.

POLICY 3.1.2.1: PROMOTE MAINTENANCE OF HOUSING STOCK AND NEIGHBORHOOD CONSERVATION.

The City of Kissimmee shall continue to enforce the City's building, housing, plumbing, energy, electrical, and other construction codes in order to promote maintenance of standard housing, promote and increase energy efficiency, and to achieve necessary corrective action where noncompliance exist or come into existence in the future.

POLICY 3.1.2.2: ELIMINATION OF SUBSTANDARD HOUSING CONDITIONS.

The City shall continuously coordinate with the State and Federal government in order to obtain available funding and resources required to improve substandard housing conditions.

POLICY 3.1.2.3: ADDRESS SUBSTANDARD HOUSING THROUGH THE LAND DEVELOPMENT CODE AND CODE ENFORCEMENT.

The City shall continue to refine the land development regulations in order to create incentives that encourage and facilitate redevelopment in areas with a relatively high concentration of substandard housing. The City shall continuously enforce the City's adopted building and housing codes in order to protect and preserve the structural integrity and aesthetics of the City's housing stock. The City shall contact owners of substandard housing units in order to communicate necessary corrective actions and assist by informing owners of available federal, state and local housing assistance programs.

POLICY 3.1.2.4: PROMOTE HOUSING REHABILITATION AND REDUCE UNSAFE HOUSING CONDITIONS.

The City of Kissimmee shall continuously coordinate with the State and Federal governments and the private sector in the encouragement of the use of available rehabilitation funds for the improvement of substandard housing or demolition if necessary.

POLICY 3.1.2.5: INCREASE COORDINATION EFFORTS TO ADDRESS SUBSTANDARD HOUSING.

City code enforcement shall continue to coordinate with agencies responsible for housing assistance programs to more efficiently address substandard housing and the needs of residents.

Policy 3.1.2.6: Support Homeowner Assistance Through Non-Profit Organizations.

The City should make information available to residents which identify non-profit organizations that provide assistance on a range of housing issues, including homeownership education, avoiding foreclosure, and financial assistance opportunities.

Policy 3.1.2.7: Special Housing Studies.

In order to maintain housing policies responsive to changing conditions, problems, and issues, the City shall undertake special housing studies as needed to develop specific local strategies for resolving unanticipated housing problems and issues.

Policy 3.1.2.8: Continuing Housing Data Maintenance.

The City shall update its Consolidated Plan every 5 years, as required for Community Development Block Grant (CDBG) funding.

Objective 3.1.3: Infill and Redevelopment Efforts.

The City of Kissimmee shall continue to promote infill and redevelopment in appropriate areas of the City, particularly in the Downtown and Vine Street Community Redevelopment Areas.

Policy 3.1.3.1: Create Fully Integrated Neighborhoods.

The City shall promote redevelopment projects that incorporate a mixture of housing types and affordability levels to provide an adequate supply of housing desirable and affordable to residents, allows for aging in place, and incorporates schools, parks, neighborhood commercial uses, employment opportunities and other neighborhood-oriented features.

Policy 3.1.3.2: Continue to Support the Community Redevelopment Agency.

The City shall continue to explore methods of supporting residential redevelopment that will benefit the historic downtown and Vine Street corridor.

Objective 3.1.4: Provide Opportunities for Group Homes and Foster Care Facilities.

The City of Kissimmee shall continue to promote licensed housing opportunities to meet the unique housing needs of the elderly, dependent children, and physically and mentally handicapped and the developmentally disabled.

Policy 3.1.4.1: Policies for Foster Care Facilities.

To advance the provision of foster care facilities within the City of Kissimmee, single family foster care homes shall continue to be allowed in all residential zoning districts classified in the Zoning Code.

POLICY 3.1.4.2: POLICIES FOR GROUP HOMES.

Group homes shall be allowed in multiple family zoning districts providing they meet land development code performance standards. In addition, such facilities shall be regulated in order to control their magnitude and distribution and to assure locations accessible to public and private services generally required by group home residents.

OBJECTIVE 3.1.5: PRESERVE HISTORICALLY SIGNIFICANT HOUSING.

The City shall promote the preservation and protection of housing resources identified as historically significant, especially those located in areas designated as historic districts.

POLICY 3.1.5.1: PROMOTE IDENTIFICATION OF THE CITY'S HISTORICALLY SIGNIFICANT HOUSING RESOURCES.

The City of Kissimmee shall encourage the continued identification, protection, analysis, and explanation of the City's historical resources. Such efforts shall include determination of their worth and vulnerability, as well as implementation of preservation management policies as such resources are identified.

POLICY 3.1.5.2: STANDARDS TO ENSURE PRESERVATION.

The City shall continue to maintain historic preservation regulations to help avoid adverse impacts to historic sites, including residential structures. Conversion to non-residential uses, such as offices, shall be discouraged when historic residential structures can be saved and rehabilitated for continuing residential use.

POLICY 3.1.5.3: REHABILITATION AND ADAPTIVE RE-USE OF HISTORICALLY SIGNIFICANT HOUSING.

The City shall support the rehabilitation and adaptive re-use of historically significant housing and link the private sector with potential sources of technical assistance and funding for rehabilitation and adaptive re-use of historically significant housing resources.

POLICY 3.1.5.4: GRANTS FOR PRESERVING HISTORICALLY SIGNIFICANT HOUSING.

The City shall assist property owners of historically significant housing in applying for available State and federal assistance programs.

POLICY 3.1.5.5: ASSIST OSCEOLA COUNTY HISTORICAL SOCIETY.

The City shall continue to assist the Osceola County Historical Society in its efforts to provide public information, education, and technical assistance relating to historic preservation programs.

Policy 3.1.5.6: Maintain Certified Local Government Status.

The City shall maintain Certified Local Government status through the Florida Department of State and U.S. Department of Interior to continue preservation efforts.

Policy 3.1.5.7: Historic Overlay Districts.

The City shall continue to use the Land Development Code and the Historic Preservation Board (HPB) to implement and maintain the historic overlay district designations.

Objective 3.1.6: Relocation Housing.

Uniform and equitable treatment of persons and businesses displaced by State and local government programs shall be provided consistent with § 421.55, F.S.

Policy 3.1.6.1: Provide Alternative Housing Sites for Displaced Structures and Residents Thereof.

The City shall coordinate with the private sector in assuring that alternative sites, in comparable housing facilities are available to persons displaced through public action prior to their displacement.

Objective 3.1.7: Conserve Neighborhood Quality.

The useful life of the existing housing stock shall be conserved through effective implementation of laws, ordinances, and programs directed toward preserving neighborhood quality, including conservation of natural resources, maintenance of community facilities, and code enforcement activities.

Policy 3.1.7.1: Plan Supportive Facilities and Services Necessary for Quality Residential Neighborhoods and Redevelopment Efforts.

The City of Kissimmee shall continue to coordinate with Osceola County, the State of Florida and the private sector in planning systems for delivery of public facilities and services supportive to a quality residential environment. The City shall pursue funding to improve conditions within targeted redevelopment areas. Redevelopment of needed neighborhood facilities, services and infrastructure should be identified and pursued. The City shall continue to coordinate with Florida's Department of Economic Opportunity, the Department of Housing, and other appropriate agencies in order to achieve available technical and financial assistance for neighborhood improvement needs.

Policy 3.1.7.2: Minimize Potential Blighting Influences.

Potential blighting influences within neighborhoods shall be minimized by promoting use of best management principles and practices of land use planning, urban design and landscaping in development and site plan review. For instance, adverse impacts of land

use transition shall be minimized by managing the location as well as the density or intensity of mixed or conflicting residential and non-residential uses and by requiring adequate screening, landscaping, and other design features which promote land use compatibility and appropriate land use transition without jeopardizing neighborhood connectivity.

POLICY 3.1.7.3: COORDINATE PUBLIC/PRIVATE PARTNERSHIPS.

In addressing housing issues requiring unique partnerships involving the public and private sector, the City of Kissimmee shall continue to promote effective communication and innovative approaches to housing and neighborhood improvements that foster mutual benefits for the public and private sectors, improve efficiency, and expand the capacity of the housing delivery system.

POLICY 3.1.7.4: COORDINATION WITH THE ECONOMIC DEVELOPMENT AGENCY.

Departments responsible for setting housing policy and for development review shall coordinate with appropriate economic development agencies to ensure that new housing will satisfy demands associated and consistent with economic development strategies.

POLICY 3.1.7.5: PROMOTE NEIGHBORHOOD PLANNING.

The City should continue to work with neighborhood representatives to promote public involvement and participation in neighborhood and citywide planning activities. The City should also support neighborhoods in the identification of goals and strategies, and in the creation of neighborhood plans that complement the overall goals, objectives, and policies of the City's Comprehensive Plan, and the Future Land Use Map.

OBJECTIVE 3.1.8: PROMOTE ENERGY EFFICIENCY IN HOUSING.

The City shall implement programs and the following policies to promote energy efficiency and reduce greenhouse gas emissions.

POLICY 3.1.8.1: IMPLEMENT STRATEGIES FOR ENERGY EFFICIENT HOUSING.

The City will encourage the construction of energy efficiency housing to lower greenhouse gas emissions and further protect against impacts to the natural environment. Innovative regulations will be explored for inclusion in the Land Development Code and the City shall encourage new housing to meet the Leadership in Energy and Environmental Design (LEED) rating system, the Florida Green Building Coalition standards, or other nationally recognized green building rating system.

POLICY 3.1.8.2: EDUCATE RESIDENTS ON ENERGY REDUCTION STRATEGIES.

The City shall continue to make educational materials available to residents that identify and encourage measures residents can take to lower energy consumption.

POLICY 3.1.8.3: PROMOTE FLORIDA NATIVE LANDSCAPING.

The City shall continue to make educational materials available, and encourage residents to use Florida native plants appropriate for Central Florida and reduce demand for irrigation and routine maintenance.

DATA, INVENTORY, AND ANALYSIS

This section provides a housing inventory and analysis pursuant to the requirements of §163.3177(6)(f), Florida Statutes.

The Housing Element Data, Inventory, and Analysis section provides the framework for the goals, objectives and policies that are adopted in the Comprehensive Plan. The analysis provides an inventory of existing conditions, projections of housing needs through ~~2040~~2050, and an assessment of affordability. The Housing Element helps the City to identify strategies that will be undertaken to provide housing to meet the needs of existing residents, as well as anticipate and respond to future needs.

The ~~2012-2016~~2024 American Community Survey, ~~and~~ 2023 5-Year American Community Survey, ~~wereas used for the data inventory~~ and the Florida Housing Data Clearinghouse (FHDC), obtained in ~~February/March~~October ~~2018~~2025, w~~ere~~as~~as~~ used for the housing analysis and affordability assessment. The American Community Survey is a nationwide survey designed to provide updated data to communities between decennial censuses. The survey collects and produces population and housing information each year. The FHDC provides data regarding housing supply and demand, household demographics and as an assessment of affordability.

HOUSING DATA INVENTORY



The City of Kissimmee contains a wide variety of housing types and levels of affordability. The City contains a higher share of renters than the national average, with approximately 5~~8~~ percent of occupied-households being rented, a~~n~~ decrease~~increase~~ of three ~~seven~~ percent since the previous major comprehensive plan update in 20~~18~~09. There is a substantial stock of unoccupied housing units, largely due to seasonal homes located in Kissimmee because of its location within the Orlando area, where second homes are in demand. Compared to the State and nation, there are more cost-burdened households in the City. These and other conditions will be identified and analyzed throughout this document.

RESIDENTIAL DEVELOPMENT IN THE CITY

According to the ~~2012-2016~~2024 American Community Survey, there were 32,268 ~~27,006~~ housing units in the City, 28,822 ~~21,082~~ of which were occupied (~~78.1~~89.3 percent). The City's housing supply accounted for ~~20.0~~17.2 percent of the Osceola County housing supply. Applying the unit count to the

City's land area of 13,~~561~~ 749 acres, the overall (gross) residential density in the City is 2.~~0~~ 3 dwelling units per acre.

The City experienced a ~~slow decline~~decline in the number of residential unit sales ~~between 2009 and 2014,~~ since ~~reaching a low of~~peaking at ~~791~~ 1,472 ~~residential~~ units sold in 2021~~2014~~. Year ~~The number of residential unit sales jumped to more than 1,000 units in 2015 and 2016, comprised of predominantly single family unit sales~~2022 condo unit sales continued to grow while single-family units saw a decrease. ~~However~~The year~~,~~ 2023 marked a significant downturn across both categories, with single-family and total sales hitting their lowest levels in the period. ~~Early results in 2017 indicate continued strength in single family sales and increased growth in condominium sales.~~ Table 3-1 shows the number of residential units sold from ~~2009~~ 2015 to early 2023~~17~~.

Table 3-1: City of Kissimmee Residential Sales

Year	Single Family Unit Sales	Condo Unit Sales	Total Residential Unit Sales
2015~~2009~~	927~~674~~	203~~303~~	1,130~~977~~
2016~~2010~~	945~~595~~	208~~364~~	1,153~~959~~
2017~~2011~~	1,216~~618~~	239~~311~~	1,455~~929~~
2018~~2012~~	1,252~~584~~	213~~243~~	1,465~~827~~
2019~~2013~~	1,171~~621~~	201~~224~~	1,372~~845~~
2020~~2014~~	1,243~~635~~	250~~156~~	1,493~~791~~
2021~~2015~~	1,472~~903~~	279~~165~~	1,751~~1,068~~
2022~~2016~~	1,075~~936~~	369~~185~~	1,444~~1,121~~
2023~~2017*~~	892~~528~~	214~~167~~	1,106~~695~~
Total	10,193 ~~6,094~~	2,176 ~~2,118~~	12,369~~8,212~~

~~*Data from 2017 include 1st quarter and partial 2nd quarter data~~

Source: Florida Housing Data Clearinghouse

Number and Distribution of Dwelling Units by Type

The City of Kissimmee contains a variety of housing product types. Single-family detached dwelling units accounted for approximately ~~46~~ 47 percent of the housing stock, significantly lower than Osceola County which registered ~~59~~ over 62 percent. The increased presence of single-family homes in Osceola County is largely due to suburban style development which has occurred in unincorporated areas. Approximately ~~29~~ 16 percent of the housing stock consisted of multi-family units with between five and 19 units per structure and 14% with 20 or more units per structure. Table 3-~~1~~ 2 provides a breakdown of unit types for the City and County.

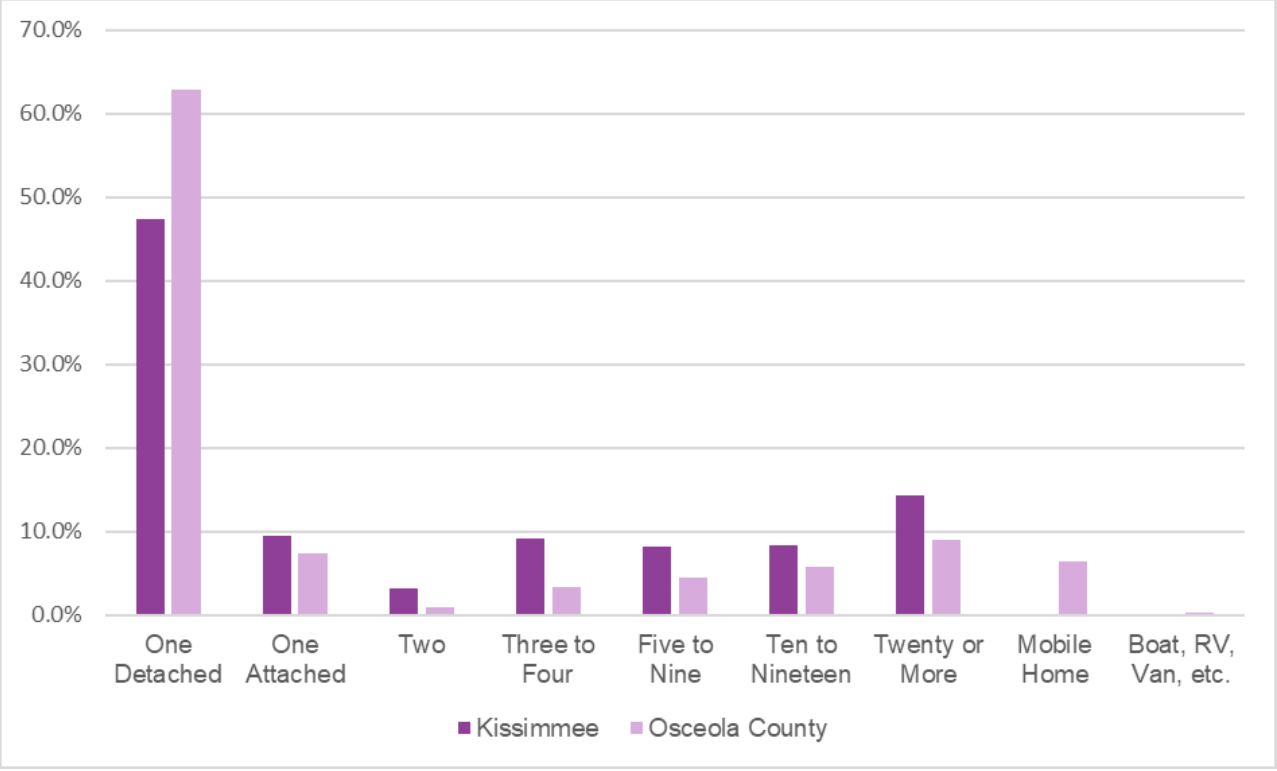
Table 3-2: Comparison of Housing Units, by Structure

	City of Kissimmee		Osceola County	
Units in Structure	Units	Percent	Units	Percent
One Detached	15,303 ~~12,355~~	47.4% ~~45.7%~~	117,625 ~~79,008~~	62.8% ~~58.5%~~
One Attached	3,067 ~~2,291~~	9.5% ~~8.5%~~	13,713 ~~8,894~~	7.3% ~~6.6%~~
Two	1,009 ~~552~~	3.1% ~~2.0%~~	1,715 ~~2,039~~	0.9% ~~1.5%~~
Three to Four	2,949 ~~1,792~~	9.1% ~~6.6%~~	6,099 ~~4,583~~	3.3% ~~3.4%~~
Five to Nine	2,645 ~~3,849~~	8.2% ~~14.3%~~	8,286 ~~8,907~~	4.4% ~~6.6%~~
Ten to Nineteen	2,673 ~~3,946~~	8.3% ~~14.6%~~	10,835 ~~14,506~~	5.8% ~~10.7%~~
Twenty or More	4,622 ~~1,437~~	14.3% ~~5.3%~~	16,655 ~~5,621~~	8.9% ~~4.2%~~
Mobile Home	~~784~~ -	~~2.9~~0.00%	11,848 ~~11,381~~	6.3% ~~8.4%~~
Boat, RV, Van, etc.	- ~~-~~	0.00%	435 ~~146~~	0.2% ~~0.1%~~
Total	**32,268 ~~27,006~~**	**100.0%**	**187,211 ~~135,085~~**	**100.0% ~~100.0%~~**

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

Figure 3-1 provides a graphical comparison of the share of housing by number of units per structure between the City and County.

Figure 3-1: Share of Housing by Number of Units in Structure



Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

TENURE

The City of Kissimmee had a higher proportion of rental housing than Osceola County or levels found nationally. Approximately ~~42~~ 45 percent of occupied housing units in the City were owner-occupied, compared to approximately ~~58~~ 55 percent which were renter-occupied. These figures are based on an individual or family's primary residence. Countywide, approximately ~~60~~ 63 percent of occupied housing units were owner-occupied and ~~40~~ 37 percent of units were renter-occupied. Table 3-3 provides data related to tense.

Table 3-3: Comparison of Housing Tenure

	City of Kissimmee		Osceola County	
Tenure	Units	Percent	Units	Percent
Owner-Occupied	~~8,888~~13,236	~~42.2~~45.1%	~~56,161~~100,890	~~60.2~~63.3%
Renter-Occupied	~~12,194~~16,124	~~57.8~~54.9%	~~37,163~~58,400	~~39.8~~36.7%
Total	~~21,082~~29,360	100.0%	~~93,324~~ 159,290	100.0%

Source: Florida Housing Data Clearinghouse

~~Source: US Census Bureau, 2012-2016 American Community Survey~~

Approximately ~~78~~ 89 percent of the City's housing stock was occupied as of the ~~2012 to 2016~~2024 American Community Survey. ~~This occupancy rate has remained fairly stable as far back as 1990, when approximately 83 percent of the City's housing stock was occupied.~~ Data on the number of occupied and vacant housing units is provided in Table 3-4. However, applying the vacancy rates for owner and renter units identified in Table 3-5 and applying those to the 4~~5~~2:5~~5~~8 owner/renter ratio in the City, the overall vacancy rate is approximately ~~4.6~~ 4.4 percent. The difference between this figure and the vacancy rate of ~~21.9~~10.7 percent identified in Table 3-4 is likely due to the City's significant stock of seasonal housing that does not serve as a primary residence. The City's location near major tourist destinations in the Orlando metropolitan area makes it a desirable location for seasonal and second homes.

Table 3-4: Comparison of Housing Occupancy

	City of Kissimmee		Osceola County	
Housing Occupancy	Total Units	Percent	Total Units	Percent
Occupied Housing Units	28,822~~ 21,082~~	89.3%~~78.1%~~	166,516~~ 93,324~~	88.9%~~69.1%~~
Vacant Housing Units	3,446~~ 5,924~~	10.7%~~21.9%~~	20,695~~ 41,761~~	11.1%~~30.9%~~
Total	32,268~~ 27,006~~	100.0%~~100.0%~~	187,211~~ 135,085~~	100.0%~~100.0%~~

Source: US Census Bureau, ~~2012 2016~~2024 American Community Survey

Table 3-5: Comparison of Owner and Renter Vacancy Rates

Housing Occupancy	City of Kissimmee		Osceola County	
	Total Units	Percent	Total Units	Percent
Owner Vacancy Rate	--	1.~~2~~1%	--	~~2.8~~1.0%
Rental Vacancy Rate	--	7.1%	--	~~6.2~~6.7%

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

Structure Age

A significant portion of the local housing stock consists of new construction, though construction slowed after 2010. More than 67~~27~~ percent of housing units in the City was ~~has been~~ built during the boom between 1980 and 2009~~since 2000~~. The share of housing units built ~~built since 2000~~ in the County is similar, though the county continued to see significant construction between 2010 and 2019. ~~is even higher, accounting for nearly 40 percent of units.~~ Since Kissimmee is one of the original settled areas of the County, it has a higher share of homes built prior to 1980. In the City, approximately ~~22.0~~16 percent of housing units were constructed prior to 1980, compared to ~~13.8~~8 percent in the County. Table 3-6 presents data for the City and County according to year of construction.

Table 3-6: Comparison of Year Structure Built

Year Structure Built	City of Kissimmee		Osceola County	
	Total Units	Percent	Total Units	Percent
Prior 1950~~2010 to 2016~~	528 ~~356~~	2.4%~~1.3%~~	2,074 ~~5,282~~	1.4%~~3.9%~~
1950-1959~~2000 to 2009~~	743 ~~7,031~~	3.4%~~26.0%~~	1,879 ~~49,914~~	1.2%~~37.0%~~
1960-1969~~1990 to 1999~~	479 ~~7,980~~	2.2%~~29.5%~~	1,856 ~~37,247~~	1.2%~~27.6%~~
1970-1979~~1980 to 1989~~	1,821 ~~5,709~~	8.4%~~21.1%~~	6,383 ~~24,035~~	4.2%~~17.8%~~
1980-1989~~1970 to 1979~~	4,464 ~~3,060~~	20.6%~~11.3%~~	19,025 ~~9,915~~	12.6%~~7.3%~~
1990-1999~~1960 to 1969~~	4,610 ~~1,151~~	21.3%~~4.3%~~	24,228 ~~3,622~~	16.0%~~2.7%~~
2000-2009~~1950 to 1959~~	5,582 ~~911~~	25.8%~~3.4%~~	44,733 ~~2,263~~	29.6%~~1.7%~~
2010-2019~~1940 to 1949~~	2,393 ~~287~~	11.1%~~1.1%~~	27,929 ~~1,110~~	18.5%~~0.8%~~
2020~~1939 or earlier~~	335 ~~521~~	1.5%~~1.9%~~	5,465 ~~1,697~~	3.6%~~1.3%~~
2021	211	1.0%	5,096	3.4%

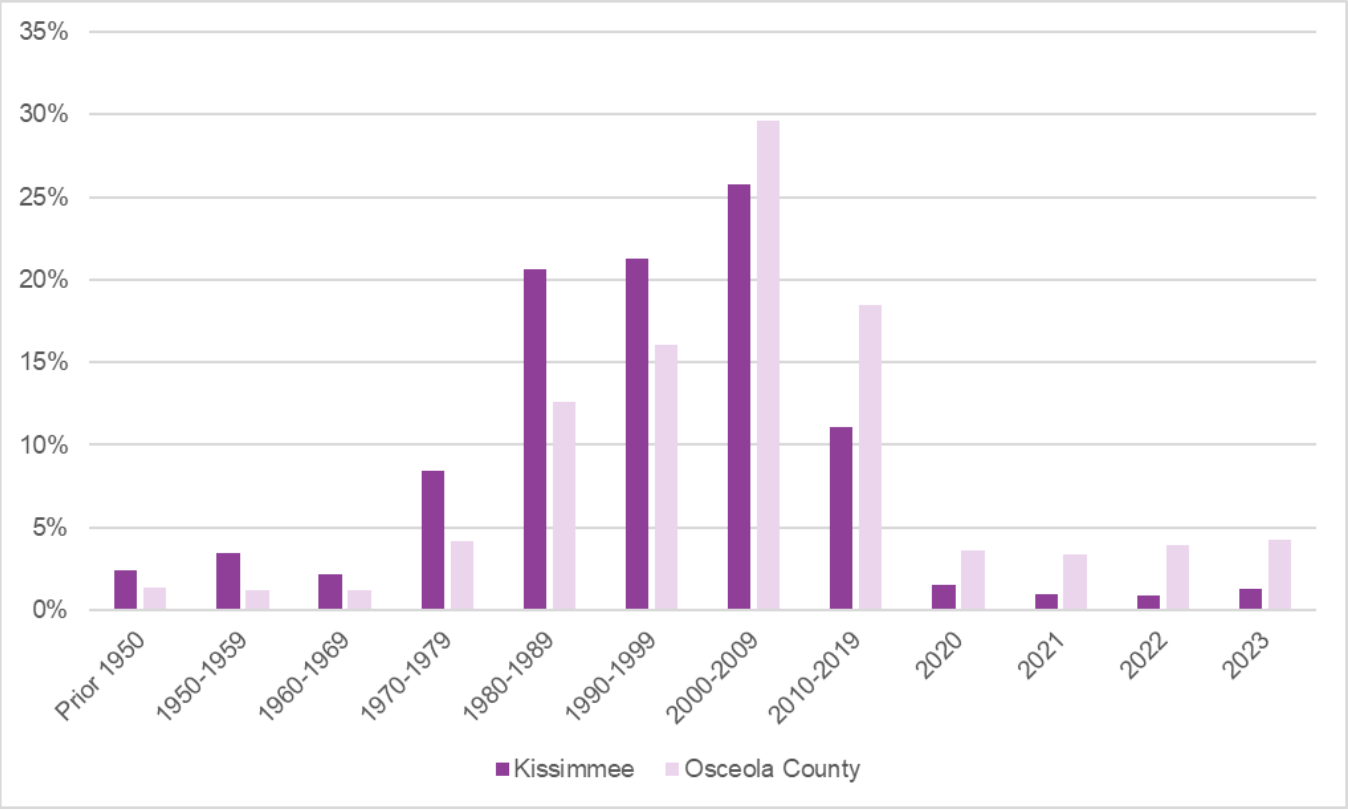
	City of Kissimmee		Osceola County	
Year Structure Built	Total Units	Percent	Total Units	Percent
2022	193	0.9%	6,002	4.0%
2023	287	1.3%	6,501	4.3%
Total	21,646 ~~27,006~~	100.0%~~100.0%~~	151,171 ~~135,085~~	100.0%~~100.0%~~

Source: Florida Housing Data Clearinghouse

~~*Source: US Census Bureau, 2012-2016 American Community Survey*~~

Figure 3-2 graphically identifies the percentage of structures built in specified timeframes for the City and County. The chart clearly identifies the housing boom that occurred throughout unincorporated areas of the County between 2000 and 2009. The City has a substantially lower percentage of homes built since 2000, largely due to a lesser availability of vacant land.

Figure 3-2: Comparison of Share of Housing by Year Structure Built



Source: Florida Housing Data Clearinghouse

HOUSEHOLD SIZE

According to the 2012-2016 American Community Survey, the average household size in the City was 3.22.91 persons per household in both owner-occupied households and 3.1 persons per household in and renter-occupied households. While the City's household size was slightly higher for owner-occupied than renter-occupied units, the reverse was true in the County. County household size was 3.22.92 and 2.59 3.49 persons per household for owner-occupied and renter-occupied households, respectively. The following tables show household size for owner-occupied and renter-occupied houses. Among both owners and renters, two-person households with four or more occupants are the most common size in the City and the County. The share of households with three or more occupants in the City is similar among renters and owners at approximately 45 percent in both categories. However, the share of households in the City with 3-4 residents is larger among renters than owners.

Table 3-7: Household Size, Owner-Occupied Units

	City of Kissimmee		Osceola County	
Household Size	Total Units	Percent	Total Units	Percent
1 person	1,947 ~~1,818~~	18.2% ~~20.5%~~	16,476 ~~10,786~~	15.6% ~~19.2%~~
2 persons	3,347 ~~3,031~~	31.3% ~~34.1%~~	30,030 ~~19,535~~	28.5% ~~34.8%~~
3 persons	1,944 ~~1,901~~	18.2% ~~21.4%~~	21,836 ~~10,038~~	20.7% ~~17.9%~~
4 persons	3,454 ~~992~~	32.3% ~~11.2%~~	37,195 ~~9,337~~	35.2% ~~16.6%~~
~~5 or more persons~~	~~1,146~~	~~12.9%~~	~~6,465~~	~~11.5%~~
Total	10,692 ~~8,888~~	100.0%	105,537 ~~56,161~~	100.0%

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

Table 3-8: Household Size, Renter-Occupied Units

	City of Kissimmee		Osceola County	
Household Size	Total Units	Percent	Total Units	Percent
1 person	2,309 ~~2,968~~	12.7% ~~24.3%~~	14,257 ~~7,728~~	23.4% ~~20.8%~~
2 persons	4,056 ~~3,648~~	22.4% ~~29.9%~~	13,126 ~~9,958~~	21.5% ~~26.8%~~
3 persons	4,522 ~~2,320~~	24.9% ~~19.0%~~	13,644 ~~6,964~~	22.4% ~~18.7%~~
4 persons	7,243 ~~1,958~~	40.0% ~~16.1%~~	19,952 ~~6,147~~	32.7% ~~16.5%~~
~~5 or more persons~~	~~1,300~~	~~10.7%~~	~~6,366~~	~~17.1%~~
Total	18,130 ~~12,194~~	100.0%	60,979 ~~37,163~~	100.0%

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

HISTORICALLY SIGNIFICANT HOUSING

There are two historic preservation overlays, the National Register District and the South Beaumont Historic District, located within the City's downtown. There is also a City Historic Recourses Survey (2004) that reflects the contributing and non-contributing structures in the City, four of those structures are on the National Register of Historic Places. Each of these structures date back to the early 1900s, except for the Osceola County Courthouse, built in the late 1800s. These locations are identified in Table 3-9 and shown on Figure 1-4: Historic District and Structures in the Future Land Use Element. A list of locally significant historical properties is included in Appendix A.

Table 3-9: Historically Significant Places

Name	Address
Colonial Estate	2450 Old Dixie Highway
First United Methodist Church	215 East Church Street
Old Holy Redeemer Catholic Church	120 North Spoule Avenue
Osceola County Courthouse	Bounded by Emmet, Bryan, Rose and Vernon Streets
Kissimmee Historic District	Bounded by Aultman St, Monument Ave, Penfield St, and Randolph Ave.

Source: National Register of Historic Places

SUBSTANDARD HOUSING

There are a number of conditions typically used to evaluate whether a housing unit is considered "substandard". Four typically-used measures include a lack of complete plumbing facilities, a lack of complete kitchen facilities, more than one occupant per room and/or no fuel used for household heating. Both the City and County had ~~less~~ more than one percent of units lacking complete plumbing or kitchen facilities. ~~The most prevalent condition in both jurisdictions was households with more than one occupant per room. Citywide, 4.4 percent of households fell into this category.~~ Table 3-10 provides specific information regarding substandard housing conditions.

Table 3-10: Substandard Housing Conditions

	City of Kissimmee		Osceola County	
Housing Condition	Total Units	Percent	Total Units	Percent
Lacking complete plumbing facilities	~~21~~240	0.8%~~0.1%~~	~~216~~528	0.3%~~0.2%~~
Lacking complete kitchen facilities	~~135~~319	1.1%~~0.6%~~	~~597~~2,080	1.2%~~0.6%~~
More than 1 occupant per room	~~918~~-	~~4.4%~~-	9,101~~3183~~	5.5%~~3.4%~~
No fuel used	~~376~~-	~~1.8%~~-	6,958~~1504~~	4.2%~~1.6%~~
Occupied Housing Units	28,822~~-21,082~~	100.0%	166,516~~-93,324~~	100.0%

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

HOUSING ANALYSIS AND AFFORDABILITY ASSESSMENT

This section of the Data, Inventory and Analysis expands upon the existing conditions found in the City and provides as assessment of housing affordability and projects housing conditions through ~~2040~~2050. The long term projections and affordability assessment allows the City to develop policies in the Goals, Objectives and Policies to meet future needs and increase the availability of housing for current and future residents.

VALUE

According to the ~~2012-2016~~2024 American Community Survey, the median value of owner-occupied housing units in the City was $355,600 ~~136,300~~ compared to $396,000 ~~146,500~~ in the County. This difference in median value is caused by both a higher share of homes valued below $~~2~~100,000 in the City and a higher share of homes valued over $~~2~~300,000 in the County. Owner-occupied homes valued above $500,000 were ~~2.3~~21.4 percent of the County housing stock, but only approximately 15.5~~0.7~~ percent of the City's housing stock. Table 3-11 provides detailed information on owner-occupied housing values.

Table 3-11: Value of Owner-Occupied Units

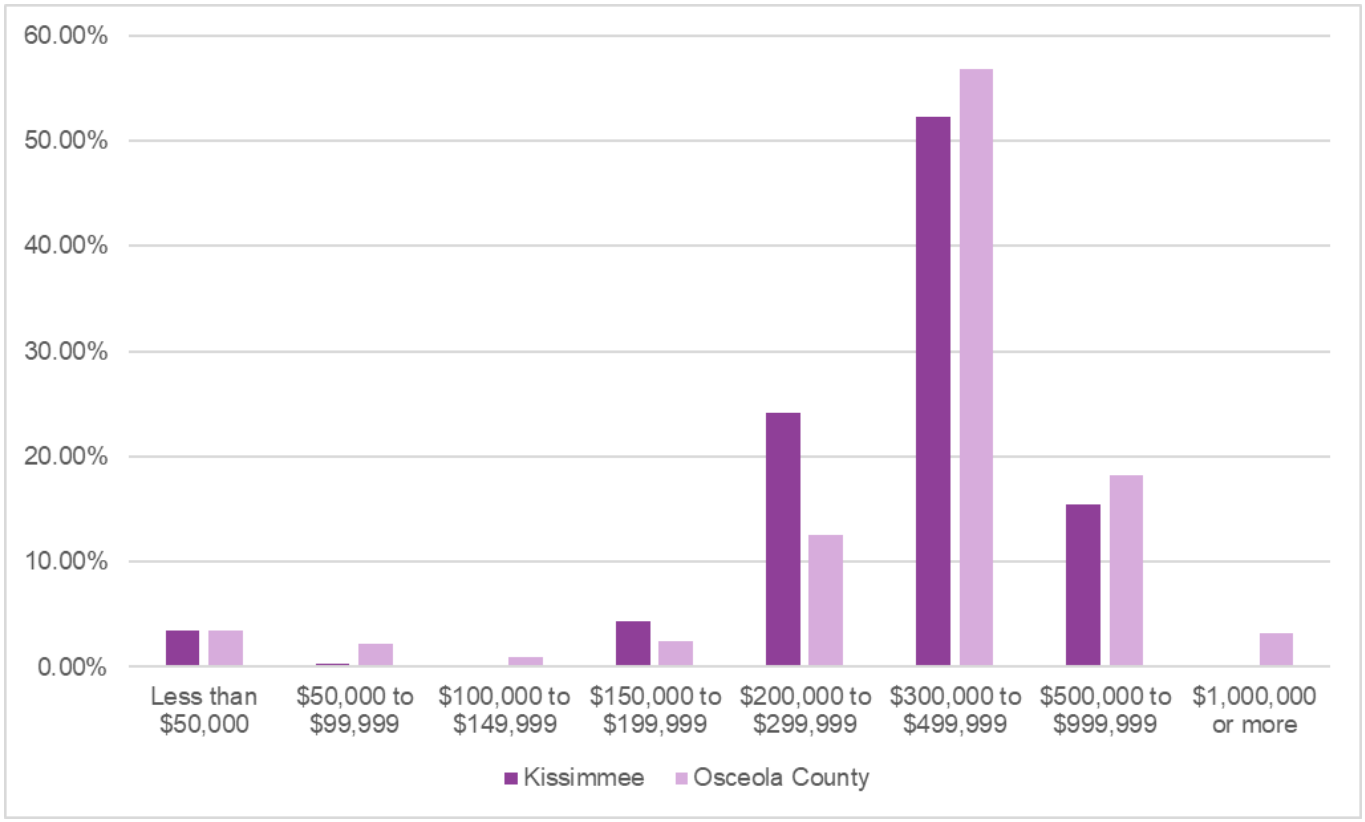
Value: Owner-Occupied Units	City of Kissimmee		Osceola County	
	Total Units	Percent	Total Units	Percent
Less than $50,000	374~~825~~	3.5%~~9.3%~~	3,651 ~~5,507~~	3.5%~~9.8%~~
$50,000 to $99,999	28 ~~2,056~~	0.3%~~23.1%~~	2,365 ~~10,869~~	2.2%~~19.4%~~
$100,000 to $149,999	0 ~~2,230~~	0.0%~~25.1%~~	979 ~~12,560~~	0.9%~~22.4%~~
$150,000 to $199,999	457 ~~2,013~~	4.3%~~22.6%~~	2,689 ~~12,716~~	2.5%~~22.6%~~
$200,000 to $299,999	2,582 ~~1,101~~	24.1%~~12.4%~~	13,347 ~~9,546~~	12.6%~~17.0%~~
$300,000 to $499,999	5,597~~598~~	52.3%~~6.7%~~	59,928 ~~3,683~~	56.8%~~6.6%~~
$500,000 to $999,999	1,654~~57~~	15.5%~~0.6%~~	19,175 ~~1,048~~	18.2%~~1.9%~~
$1,000,000 or more	~~8~~ 0	0.0%~~0.1%~~	3,403~~232~~	3.2%~~0.4%~~
Total	10,692 ~~8,888~~	100.0%	105,537 ~~56,161~~	100.0%

Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

Figure 3-3 provides a graphical representation of the value of owner-occupied housing. The ~~City~~ County has a higher share of homes valued under $150,000 compared to the ~~County~~City. The ~~County~~ City has a higher share of homes valued between $150,000 and $299,999. These two stats represent a reversal from the last Comprehensive Plan update; however, the County still maintains a larger share of ~~as well as~~ homes valued over $~~500~~300,000. ~~The City and County have similar shares of homes valued between $300,000 and $499,999~~

> According to the ~~2012-2016~~2024 American Community Survey, the median value of City owner-occupied housing units was $355,600~~136,300~~.

Figure 3-3: Value of Owner-Occupied Housing



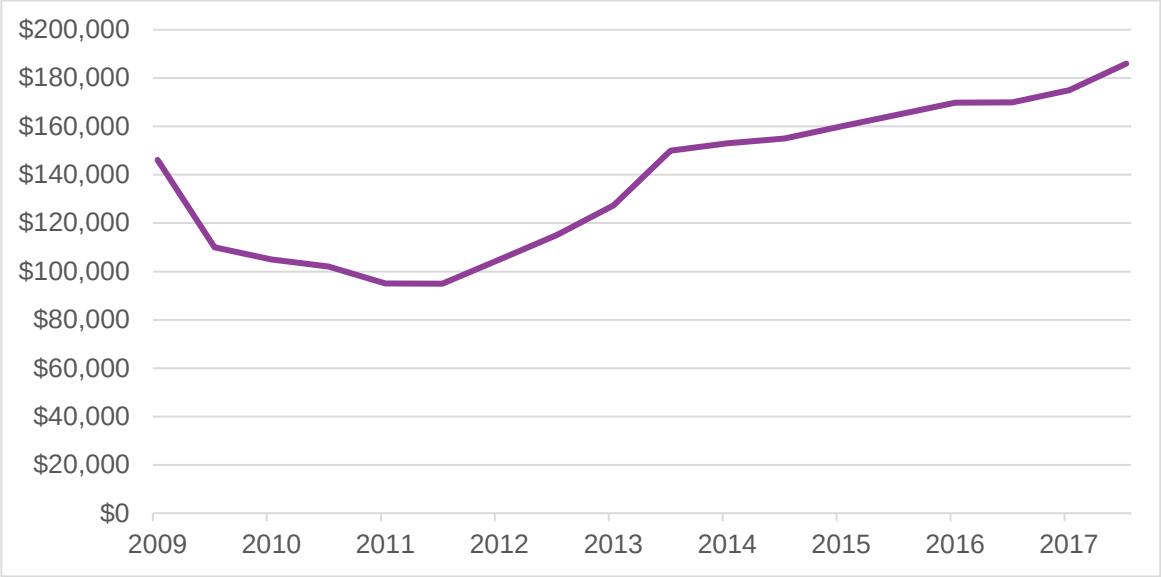
Source: US Census Bureau, ~~2012-2016~~2024 American Community Survey

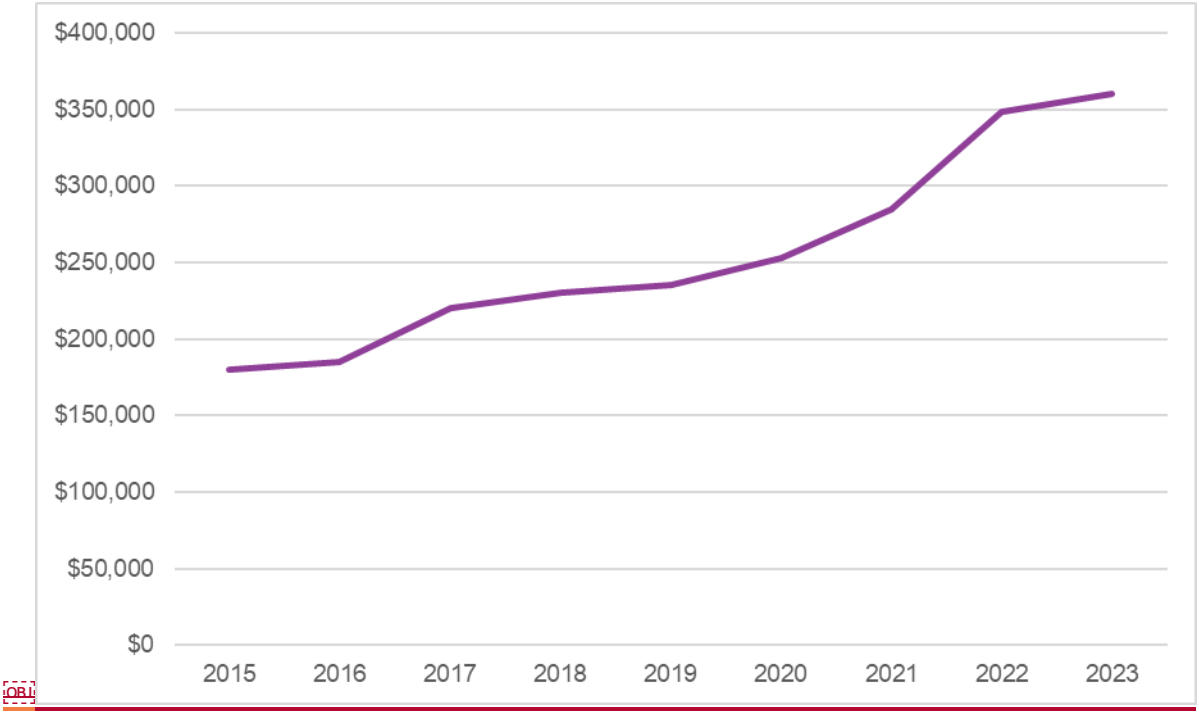
SALES PRICE

> As of August ~~2017~~2023, the median sales price in Kissimmee was approximately $~~186~~360,000.

As of August 2023 ~~2017~~, the median sales price in Kissimmee was approximately $~~186~~360,000 according to data gathered from ~~Trulia Market Trends~~Florida Housing Data Clearinghouse. The median sales price saw steady growth before peaking in 2007~~peaked in mid-2007~~ at nearly $2~~0~~6556,000, followed by a crash ~~to $110,000 during 2009 and~~ in 2008-2010, reaching its lowest point at $~~92,000~~ 97,250 in 201011. Sales prices have been steadily increasing since, and median sales price ~~has returned to approximately the median price in 2005~~now exceeds the pre-recession median sales prices. Because these figures are not adjusted for inflation, adjusting for net present value would cause the actual sales price to be higher in ~~2005~~ 2007 than in 20231~~7~~. The largest increase in sales prices occurred during ~~2013~~2022, when the median sales price increased from approximately $~~125~~285,000 in the beginning of the year to more than $~~150~~348,000 by year's end. Figure 3-4 shows the median sales price since 2009.

Figure 3-4: Median Sales Price





Source: Florida Housing Data Clearinghouse

~~*Source: Trulia Market Trends*~~

Monthly Cost of Renter-Occupied Units

According to the ~~2012-2016~~2023 5-Year American Community Survey, the median monthly gross rent paid for occupied units was $1,553~~968~~, slightly lower than the County median monthly gross rent of $1,651~~1,074~~. Over 60% of rental units in the City had gross rents between $1,000 and $1,999. This range also highlights the most notable difference between the City and County: a larger share of County units fell within the $1,500 to $1,999 bracket compared to the City. ~~Gross rent for more than half of the units in the City was between $500 and $999, compared to less than 40 percent of units in the County. The share of units with gross rent between $1,000 and $1,499 was similar in the City and the County with both near 40 percent of units. A higher portion of County units cost more than $1,500 per month in rent, 15.0 percent versus 5.9 percent.~~ Table 3-12 provides a comparison between the City and County.

Table 3-12: Gross Rent

Gross Rent	City of Kissimmee		Osceola County	
	Total Units	Percent	Total Units	Percent
Less than $500	501 685	3.8% 5.6%	646 2,158	1.5% 5.8%
$500 to $999	1,050 6,259	7.9% 51.3%	3,610 14,274	8.4% 38.4%
$1,000 to $1,499	4,671 4,531	35.1% 37.2%	12,561 15,145	29.2% 40.8%
$1,500 to $1,999	4,127 630	31.0% 5.2%	15,544 4,685	36.1% 12.6%
$2,000 or more to $2,499	2,258 89	17.0% 0.7%	7,783 901	18.1% 2.4%
$2,500 to $2,999	503	3.8%	2,196	5.1%
$3,000 or more	210	1.6%	703	1.6%
Total	13,320 12,194	100.0% 100.0%	43,043 37,163	100.0% 100.0%

Source: US Census Bureau, 2012-2016 2023 5-Year American Community Survey

Monthly Cost of Owner-Occupied Units

Approximately three-quarters 60 percent of owner-occupied households in the City had have a mortgage. For these households, the median monthly owner costs in the City were $1,596 1,220. For those households without a mortgage, monthly costs were substantially lower, with a median of $521 455. Monthly costs of owner-occupied units were very similar in the City and County. However, median ownership costs for both unit types s with a mortgage were slightly higher at $1,333 776 per month, and median costs for units without a mortgage were slightly lower at and $441 592 per month. Table 3-13 provides a comparison between the City and County.

Table 3-13: Owner-Occupied Unit Costs

	City of Kissimmee		Osceola County	
Owner Costs	**Total Units**	**Percent**	**Total Units**	**Percent**
Housing Units with a Mortgage				
Less than $500	16 140	0.1% 1.6%	351 615	0.4% 1.1%
$500 to $999	770 1,780	6.1% 20.0%	4,385 7,954	5.0% 14.2%
$1000 to $1,499	2,493 2,605	19.8% 29.3%	14,939 15,496	17.2% 27.6%
$1,500 to $1,999	1,923 1,133	15.3% 12.7%	17,558 8,865	20.2% 15.8%
$2,000 to $2,499	1,330 395	10.6% 4.4%	11,905 3,044	13.7% 5.4%
$2,500 to $2,999	749 175	6.0% 2.0%	6,063 957	7.0% 1.7%
$3,000 or more	367 55	2.9% 0.6%	4,266 1,147	4.9% 2.0%
Housing Units without a Mortgage Housing Units without a Mortgage				
Less than $250	425 378	3.4% 4.3%	2,681 2,977	3.1% 5.3%
$250 to $399	1,057 582	8.4% 6.5%	4,421 4,768	5.1% 8.5%
$400 to $599	1,598 1,130	12.7% 12.7%	6,961 5,955	8.0% 10.6%
$600 to $799	653 411	5.2% 4.6%	5,298 2,672	6.1% 4.8%
$800 to $999	680 79	5.4% 0.9%	4,309 1,083	5.0% 1.9%
$1,000 or more	510 25	4.1% 0.3%	3,867 628	4.4% 1.1%
Total (All)	12,571 8,888	100.0% 100.0%	87,004 56,161	100.0% 100.0%

Source: US Census Bureau, 2023 5-Year 2012-2016 American Community Survey

PERCENTAGE OF INCOME SPENT ON HOUSING

Table 3-16 14 identifies the percent of household income spent on owner costs for units with and without a mortgage. Households spending more than 30 percent of household income on owner costs are considered to be cost-burdened. For households without a mortgage in the City, 3.4 8.5 percent of households spent spend more than 30 percent of their income on housing costs. Housing units with a mortgage contained a significantly higher percentage of households spending more than 30 percent of their income on owner costs at 27.8 23 percent.

Table 3-14: Owner Costs, Percentage of Income

Owner Costs as Percent of Income	City of Kissimmee		Osceola County	
	Total Units	Percent of Total Units	Total Units	Percent of Total Units
Housing Units with a Mortgage				
Less than 20.0 percent	2,669 ~~1,729~~	21.2% ~~19.5%~~	21,345 ~~11,681~~	24.5% ~~20.8%~~
20.0 to 24.9 percent	1,166 ~~1,122~~	9.3% ~~12.6%~~	8,601 ~~5,861~~	9.9% ~~10.4%~~
25.0 to 29.9 percent	876 ~~839~~	7.0% ~~9.4%~~	6,588 ~~4,423~~	7.6% ~~7.9%~~
30.0 to 34.9 percent	535 ~~627~~	4.3% ~~7.1%~~	4,815 ~~3,343~~	5.5% ~~6.0%~~
35.0 percent or more	2,345 ~~1,843~~	18.7% ~~20.7%~~	17,746 ~~12,407~~	20.4% ~~22.1%~~
Not computed	57 ~~123~~	0.5% ~~1.4%~~	372 ~~363~~	0.4% ~~0.6%~~
Housing Units without a Mortgage ~~Housing Units without a Mortgage~~				
Less than 10.0 percent	1,826 ~~934~~	14.5% ~~10.5%~~	11,684 ~~6,555~~	13.4% ~~11.7%~~
10.0 to 14.9 percent	979 ~~578~~	7.8% ~~6.5%~~	5,463 ~~3,624~~	6.3% ~~6.5%~~
15.0 to 19.9 percent	380 ~~334~~	3.0% ~~3.8%~~	2,743 ~~2,079~~	3.2% ~~3.7%~~
20.0 to 24.9 percent	489 ~~254~~	3.9% ~~2.9%~~	2,032 ~~1,646~~	2.3% ~~2.9%~~
25.0 to 29.9 percent	105 ~~176~~	0.8% ~~2.0%~~	1,310 ~~1,016~~	1.5% ~~1.8%~~
30.0 to 34.9 percent	144 ~~102~~	1.1% ~~1.1%~~	706 ~~576~~	0.8% ~~1.0%~~
35.0 percent or more	931 ~~201~~	7.4% ~~2.3%~~	3,302 ~~2,185~~	3.8% ~~3.9%~~
Not computed	69 ~~26~~	0.5% ~~0.3%~~	297 ~~402~~	0.3% ~~0.7%~~
Total (All)	12,571 ~~8,888~~	**100.0%**	87,004 ~~56,161~~	**100.0%**

Source: US Census Bureau, 2023 5-Year American Community Survey

~~*Source: US Census Bureau, 2012-2016 American Community Survey*~~

Table 3-15 identifies the percentage of household income spent on rent. A significantly higher percentage of renters in the City were spending more than 30 percent of household income on monthly housing than owners at ~~60.5~~ ~~69.1~~ 62.2 percent. A similar pattern is found in the County, where 57.1 percent of renter-occupied units were spending more than 30 percent of income on gross rent.

Table 3-15: Rent as Percent of Income

	City of Kissimmee		Osceola County	
Rent as Percent of Income	Total Units	Percent	Total Units	Percent
Less than 15.0 percent	506 728	3.7% 6.0%	2,425 2,763	5.5% 7.4%
15.0 to 19.9 percent	540 923	4.0% 7.6%	3,492 2,777	7.9% 7.5%
20.0 to 24.9 percent	913 1,099	6.7% 9.0%	4,157 4,068	9.4% 10.9%
25.0 to 29.9 percent	1,584 1,365	11.7% 11.2%	4,466 4,003	10.1% 10.8%
30.0 to 34.9 percent	1,230 957	9.1% 7.8%	4,474 3,207	10.1% 8.6%
35.0 percent or more	8,132 6,422	60.0% 52.7%	23,108 18,016	52.1% 48.5%
Not computed	653 700	4.8% 5.7%	2,239 2,329	5.0% 6.3%
Total	13,558 12,194	100.0% 100.0%	44,361 37,163	100.0% 100.0%

Source: US Census Bureau, 2023 5-Year American Community Survey

~~*Source: US Census Bureau, 2012-2016 American Community Survey*~~

Renters and ~~home-owners~~homeowners in the City and County are more cost-burdened than the State of Florida or the nation. Nationwide, ~~24.7~~22.1 percent of owner-occupied households are classified as cost-burdened, compared to ~~28.6~~26.2 percent in the State of Florida, ~~33.0~~ 30.5 percent in Osceola County and 31.~~2~~ 5 percent in the City of Kissimmee. Significantly more renter-occupied households ~~nationwide~~ in the City are considered cost-burdened, ~~47.3~~69.1 percent compared to 62.2 ~~53.2~~ percent in the ~~State~~County, ~~57.1~~ 55 percent in the ~~County~~ State and ~~60.5~~46.9 percent in the ~~City~~Nation. Figure 3-5 presents these figures graphically.

Figure 3-5: Comparison of Cost-Burdened Households



Source: US Census Bureau, 2023 5-Year American Community Survey

~~*Source: US Census Bureau, 2012-2016 American Community Survey*~~

PROJECTED HOUSEHOLDS

The information presented in this section is based on data from the ~~2012-2016~~2023 5-Year American Community Survey, the FHDC, and population projections developed for the Comprehensive Plan. FHDC information has been adjusted to reflect the population projections in the Future Land Use Element. As shown in Table 3-16, there is an expected increase in the number of households through the year ~~2040~~ 2050 with growth slowing between ~~2030~~ 2035 and ~~2040~~ 2050 as more relative growth in Osceola County happens in unincorporated areas.

Table 3-16: Projected Households by Size

~~Household Size~~	~~2016~~	~~2020~~	~~2030~~	~~2040~~
~~1 to 2 person~~	~~11,465~~	~~14,227~~	~~16,871~~	~~17,635~~
~~3 to 4 persons~~	~~7,171~~	~~8,899~~	~~10,552~~	~~11,030~~
~~5 or more persons~~	~~2,446~~	~~3,035~~	~~3,599~~	~~3,762~~
~~Total Households~~	~~21,082~~	~~26,161~~	~~31,023~~	~~32,427~~
Household Size	**2024**	**2025**	**2035**	**2050**
1 to 2 person	11,659	11,931	13,181	14,233
3 to 4 persons	11,889	12,166	13,441	14,513

5 or more persons	5,274	5,397	5,963	6,438
Total Households	28,822	29,494	32,585	35,184

Source: 2023 5-Year American Community Survey ~~2012-2016 American Community Survey~~ and ~~Population~~ Household Projections

Table 3-17 shows that householders aged ~~45-64~~25-44 comprise the largest share of any age range in the City, followed by those aged ~~25-44~~15-24. By 2040, the shares of householders in these categories are expected to drop while householders aged 65 or older increase from 21 percent to 41 percent of all householders. The forecasted increase in the City's aging population may increase demand for accessible housing options and for both renter-occupied and owner-occupied communities tailored to this cohort.As this is an unexpected trend, the City should closely monitor these metrics to ensure the right housing needs are being met, along with other public services.

Table 3-17: Projected Households by Age of Householder

~~Age of Householder~~	~~2016~~	~~2020~~	~~2030~~	~~2040~~
~~15-24~~	~~1,214~~	~~1,386~~	~~1,447~~	~~1,227~~
~~25-44~~	~~7,421~~	~~8,625~~	~~9,227~~	~~8,902~~
~~45-64~~	~~8,092~~	~~9,955~~	~~9,957~~	~~9,055~~
~~65 or more~~	~~4,355~~	~~6,195~~	~~10,393~~	~~13,242~~
~~Total Households~~	~~21,082~~	~~26,161~~	~~31,023~~	~~32,427~~
Age of Householder	**2023**	**2025**	**2035**	**2050**
15-24	6,978	7,172	7,923	8,555
25-44	12,293	12,634	13,959	15,072
45-64	3,410	3,505	3,872	4,181
65 or more	6,016	6,183	6,831	7,376
Total Households	28,697	29,494	32,585	35,184

Source: 2023 5-Year ~~2012-2016~~ American Community Survey, Florida Housing Data Clearinghouse, and Population Projections

AFFORDABLE HOUSING ASSESSMENT

The following section provides an affordable housing assessment for the City. Data used for the affordable housing assessment was obtained from the FHDC and adjusted based on City population projections. The FHDC provides the most detailed information on projected affordable housing needs for counties and municipalities throughout Florida.

The FHDC overview of affordable housing needs assesses the number of low-income households (incomes below 80 percent of area median income (AMI)) and severely cost-burdened households (paying 50 percent or more of income on a mortgage or rent). Table 3-18 identifies severely cost-burdened households by their level of household income, 0-30 percent, 30.1 to 50 percent and 50.1 to 80 percent of AMI. As expected, the highest concentration of severely cost-burdened units is found

among households earning less than 30 percent of AMI. The percentage of all households that are severely cost-burdened is projected to remain near 28 percent. Similarly, the share of severely cost-burdened households in each income group is forecasted to remain almost constant.

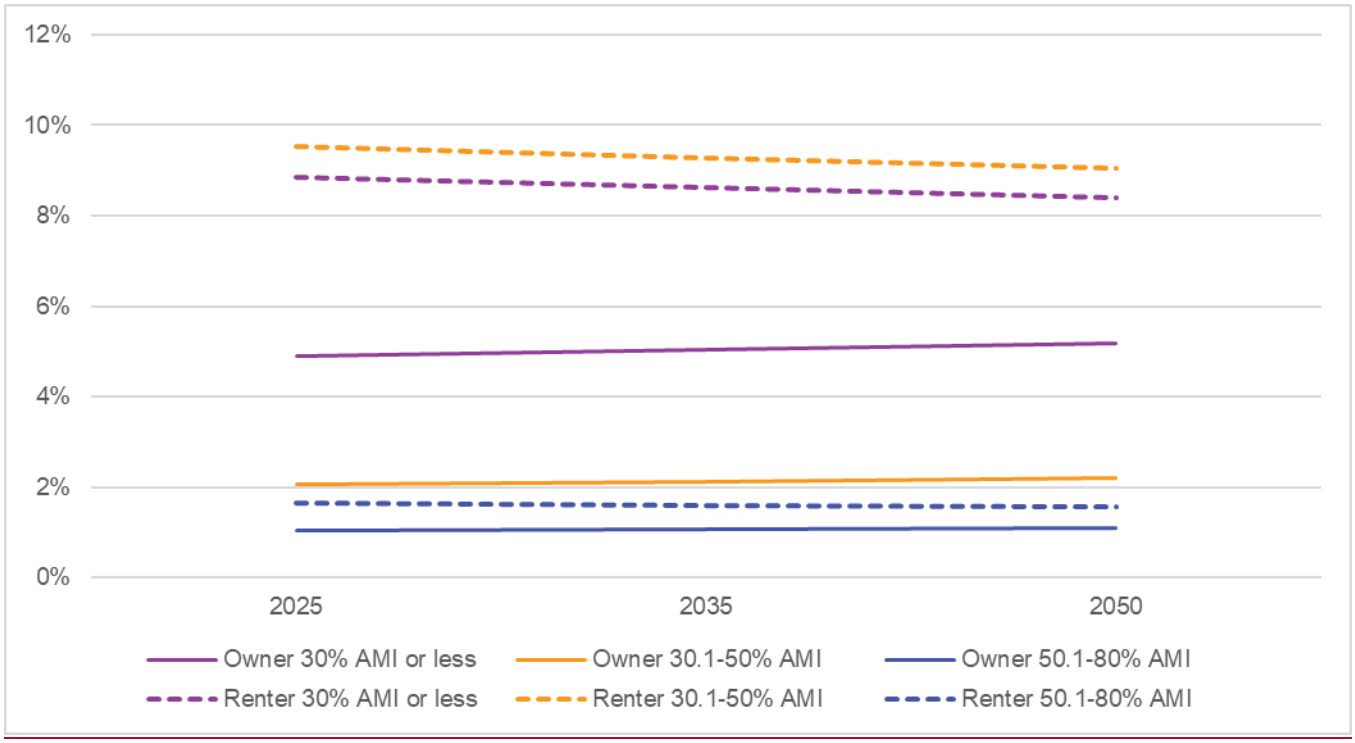
Table 3-18: Severely Cost-Burdened Households by Percent AMI

% AMI	~~2016~~2025	~~2020~~2035	~~2040~~2050
0-30%	4,031~~2,732~~	4,545~~3,375~~	5,031~~4,174~~
30.1-50%	3,407~~2,019~~	3,802~~2,506~~	4,164~~3,164~~
50.1-80%	790~~1,082~~	891~~1,343~~	988~~1,667~~
All Severely Cost-Burdened	8,228~~5,833~~	9,238~~7,224~~	10,183~~9,005~~
Share of All Households	~~27.7~~28%	27.~~68~~%	27.~~85~~%

Source: Florida Housing Data Clearinghouse

Figure 3-6 presents the percentage of households classified as severely cost-burdened by income range and owner or renter-occupied households. While the share of households that are severely cost-burdened with an income less than 30 percent of AMI is projected to decrease for renter-occupied households, share of the same classification is projected to increase for owner-occupied households.

Figure 3-6: Severely Cost-Burdened Households, Less than 80% AMI as Percentage of All Households



Source: Florida Housing Data Clearinghouse

Table 3-19 identifies the anticipated growth in severely cost-burdened households based on the household percent of AMI. In total, between ~~2016~~ 2025 and 20~~50~~40 there is an expected increase of ~~3,172~~1,955 severely cost-burdened households earning less than 80 percent of AMI (approximately ~~78~~132 households per year). ~~Forty-six~~Fifty-one percent of these households are projected to earn less than 30 percent of AMI, and ~~36~~ 39 percent are projected to earn between 30 and 50 percent of AMI.

Table 3-19: Projected Increase in Severely Cost-Burdened Households under 80% AMI

% AMI	~~2016-2020~~2025-2035	~~2020-2030~~2035-2050	Total
0-30%	514~~643~~	486~~627~~	1,000~~1,442~~
30.1-50%	395~~487~~	362~~499~~	757~~1,145~~
50.1-80%	101~~261~~	97~~251~~	198~~585~~
Total	1,010~~1,392~~	945~~1,377~~	1,955~~3,172~~

Source: Florida Housing Data Clearinghouse

In 20~~16~~25 there was an estimated ~~5,833~~ 8,228 low-income, severely cost-burdened households in the City. By 20~~50~~40, an additional ~~3,172~~1,955 households in this category are projected to need affordable housing in the City.

Future Housing Need



Table 3-20 below summarizes the projected housing needs for the City of Kissimmee through the planning period assuming an average household size of 2.9~~185~~. The table does not, however, take into account the units that are currently vacant, and which could be used to meet future demands. The ~~2012-2016~~2024 American Community Survey reported a total of 30,542 ~~27,006~~ housing units in the City, 4,413~~5,924~~ (14.4~~21.9~~%) of which were vacant. The vacant units include those for sale, rentals, and other units that have no current residents, and occupied units that have a primary residence elsewhere.

Table 3-20: Projected Housing Demand, ~~2020~~2025-~~2040~~2050

Year	Total Population Estimate	Projected Number of Households
~~2020~~	~~74,560~~	~~26,161~~
2025	85,827~~82,688~~	29,494 ~~29,013~~
~~2030~~	94,822~~88,416~~	32,585 ~~31,023~~
2035	94,822~~91,392~~	32,585 ~~32,067~~
20~~50~~40	102,384~~92,416~~	35,184 ~~32,427~~

Source: Florida Housing Data Clearinghouse and US Census Bureau, 2024 American Community Survey

~~*Source: Population Estimates*~~

As shown in Table 3-20, ~~32,427~~35,184 households are projected to reside in the City by 20~~50~~40. There are ~~27,006~~29,494 units existing in the City, which results in a net demand of at least 5,~~400~~ 690 additional units by ~~2040~~2050. If the vacancy rate remains at ~~21.9~~14.4 percent due to seasonal residents and market fluctuations, the total number of units required could be 41,~~100~~500 total units, requiring an additional ~~14,500~~11,600 units. Based on the vacant land analysis in the Future Land Use Element, there is a sufficient amount of land in the City to accommodate projected housing demand through the planning period.

However, these calculations assume population growth will continue as projected and future land use categories will not change. It also assumes public facilities levels of service will remain adequate, which they are projected to do, based on the current population projections. Housing demand is a dynamic figure and is affected by many influences including changes in the local economy, household income, inflation, and the number of seasonal visitors.

SUMMARY

The City of Kissimmee's housing stock provides a wide variety of housing types and price ranges to accommodate housing needs of people of all socioeconomic backgrounds. Affordability, as a percentage of owner and renter-occupied households who are considered cost burdened, is higher ~~is~~and thereby more of a concern in the City than it is in the State and Nation ~~as the percentage of owner and renter-occupied households who are considered cost burdened is higher~~. Compared to Osceola County, ~~fewer homeowners are cost-burdened, but a larger share of renters are cost-burdened~~both homeowners and renters are cost-burdened, with the City residents somewhat more cost-burdened.

~~As has occurred throughout the State and Nation, single-family home prices have slowly recovered from the recession. Home prices in the City have returned to levels seen in 2005 and steady growth is expected to continue in a sustainable manner that addresses the need for a diversity of housing options for all income levels.~~Following the housing downturn of the late 2000's, prices in the City returned to pre-downturn levels by 2014, and by 2018 when the last major Comprehensive Plan update occurred, the hope was that prices would level off. That was not the case. Since 2015, the median home sale price has more than doubled. The City currently has a greater diversity of housing options compared to the County, with ~~45.7~~47.4 percent of housing stock coming from single-family detached homes compared to ~~58.5~~62.8 percent in the County. However, the City has a smaller share of owner-occupied units at both the low and high ends of value compared to the County, and it could benefit from a wider range of housing options with respect to value.

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APPENDIX A – LOCAL HISTORIC PROPERTIES

Address	Address	Address	Address
604 5th	505 Clyde	1107 Lindsay	1320 Patrick
15 Alaska	513 Clyde	1124 Lindsay	1413 Patrick
216 Alma	519 Clyde	1001 Mabbette	1417 Patrick
223 Alma	712 Clyde	1005 Mabbette	2327 Patrick
229 Alma	715 Clyde	1012 Mabbette	2804 Patrick
508 Aultman	721 Clyde	1015 Mabbette	917 Patrick
10 Bass	725 Clyde	1017 Mabbette	1006 Penfield
103 Bass	811 Clyde	1018 Mabbette	1014 Penfield
201 Bass	903 Columbia	1104 Mabbette	1018 Penfield
213 Bass	3 Courthouse	1107 Mabbette	1022 Penfield
214 Bass	105 Cypress	1112 Mabbette	1103 Penfield
218 Bass	203 Cypress	1214 Mabbette	1107 Penfield
380 Bass	215 Cypress	1217 Mabbette	1712 Penfield
1011 Bay	312 Dakin	1221 Mabbette	1203 Person
1015 Bay	321 Dakin	1302 Mabbette	810 Person
1021 Bay	7 Dakin	1307 Mabbette	818 Person
1104 Bay	1523 Damon	1403 Mabbette	820 Person
1114 Bay	1903 Damon	1407 Mabbette	1008 Portage
1121 Bay	2333 Denn John	1412 Mabbette	1019 Portage
1211 Bay	301 Dickson	1503 Mabbette	15 Railroad
1215 Bay	102 Dillingham	1515 Mabbette	111 Randolph
1711 Bay	104 Dillingham	1616 Mabbette	116 Randolph
1804 Bay	110 Dillingham	1714 Mabbette	12 Randolph
714 Bay	112 Dillingham	1912 Mabbette	204 Randolph
810 Bay	116 Dillingham	417 Mabbette	213 Randolph
815 Bay	118 Dillingham	421 Mabbette	214 Randolph
821 Bay	204 Dillingham	502 Mabbette	218 Randolph
109 Beaumont	215 Dillingham	507 Mabbette	219 Randolph
116 Beaumont	22 Dillingham	510 Mabbette	416 Randolph
19 Beaumont	222 Dillingham	511 Mabbette	503 Randolph
21 Beaumont	314 Dillingham	514 Mabbette	504 Randolph
22 Beaumont	322 Dillingham	521 Mabbette	1108 Robinson
220 Beaumont	409 Dillingham	522 Mabbette	1202 Robinson
228 Beaumont	411 Dillingham	605 Mabbette	1210 Robinson
321 Beaumont	511 Dillingham	621 Mabbette	1213 Robinson
1003 Brack	7 Dillingham	622 Mabbette	1214 Robinson
1004 Brack	210 Drury	702 Mabbette	1222 Robinson
1021 Brack	216 Drury	703 Mabbette	1304 Robinson
1103 Brack	310 Drury	707 Mabbette	703 Robinson
1123 Brack	508 Elizabeth	715 Mabbette	814 Robinson
1204 Brack	1007 Emmett	721 Mabbette	822 Robinson
1220 Brack	1103 Emmett	725 Mabbette	910 Robinson
1221 Brack	1221 Emmett	805 Mabbette	914 Robinson
1303 Brack	1309 Emmett	808 Mabbette	416 Rolfe

Address	Address	Address	Address
1304 Brack	1316 Emmett	822 Mabbette	212 Rose
1604 Brack	1317 Emmett	909 Mabbette	1019 Royal
1608 Brack	1409 Emmett	910 Mabbette	1117 Royal
604 Brack	525 Emmett	919 Mabbette	1120 Royal
610 Brack	705 Emmett	103 Magnolia	1201 Royal
613 Brack	815 Emmett	1604 Magnolia	1204 Royal
614 Brack	302 Emory	216 Magnolia	1305 Royal
716 Brack	321 Emory	310 Magnolia	1307 Royal
717 Brack	405 Emory	313 Magnolia	606 Royal
803 Brack	507 Emory	1121 Main	914 Royal
804 Brack	511 Emory	1122 Main	1314 Smith
808 Brack	601 Emory	1215 Main	1915 Smith
815 Brack	703 Emory	1307 Main	2041 Smith
818 Brack	713 Emory	1431 Main	814 Smith
821 Brack	1314 Ernest	710 Main	117 Sproule
822 Brack	1406 Ernest	821 Main	203 Sproule
914 Brack	1614 Ernest	1119 Mann	205 Sproule
421 Broadway	1704 Ernest	306 Maple	1002 Sumner
526 Broadway	2120 Ernest	310 Maple	1219 Sumner
534 Broadway	219 Finley	311 Maple	1220 Sumner
538 Broadway	220 Finley	317 Maple	408 Sumner
560 Broadway	223 Finley	2441 Martin	414 Sumner
1012 Bryan	306 Finley	1904 Michigan	419 Sumner
1022 Bryan	307 Finley	2021 Michigan	420 Sumner
1222 Bryan	317 Finley	2220 Michigan	421 Sumner
1314 Bryan	322 Finley	2305 Michigan	501 Sumner
415 Bryan	501 Finley	902 Michigan	510 Sumner
710 Bryan	104 Forrest	506 Mildred	516 Sumner
804 Bryan	109 Forrest	309 Mitchell	517 Sumner
922 Bryan	1309 Forrest	319 Mitchell	524 Sumner
500 Canterbury	903 Forrest	303 Monument	612 Sumner
504 Canterbury	719 Henrietta	317 Monument	618 Sumner
507 Canterbury	1612 Henry	320 Monument	710 Sumner
511 Canterbury	1059 Hoagland	29 Neptune	714 Sumner
512 Canterbury	2010 Hoagland	41 Neptune	913 Sumner
520 Canterbury	590 Hoagland	807 Neptune	916 Sumner
523 Canterbury	950 Hoagland	312 New York	404 Sun
524 Canterbury	668 Hudson	316 New York	405 Sun
600 Canterbury	750 Hudson	320 New York	1604 Sunny
611 Canterbury	1013 Hughey	324 New York	1606 Sunny
619 Canterbury	1016 Hughey	326 New York	1707 Sunny
1102 Carson	1022 Hughey	330 New York	1808 Sunny
1215 Carson	1214 Hughey	309 Oak	1811 Sunny
1216 Carson	715 Hughey	1111 Ocean	2280 Sunny
1221 Carson	721 Hughey	909 Ocean	1004 Thacker
606 Central	722 Hughey	2015 Old Vineland	1203 Thacker
104 Cherry	922 Hughey	1622 Orange	1108 Van Lieu

Address	Address	Address	Address
1602 Cherry	1214 Ingram	308 Orange	112 Vernon
22 Cherry	1222 Ingram	16 Orlando	116 Vernon
309 Cherry	10 John Young	18 Orlando	19 Vernon
310 Cherry	18 John Young	216 Orlando	206 Vernon
409 Cherry	303 John Young	22 Orlando	207 Vernon
413 Cherry	401 John Young	1209 Palm	214 Vernon
7 Cherry	503 John Young	906 Palmetto	219 Vernon
904 Cherry	610 John Young	1010 Palmway	228 Vernon
307 Church	809 John Young	1019 Palmway	404 Vernon
316 Church	903 John Young	1023 Palmway	1020 Verona
1607 Clay	920 June	1424 Palmway	1022 Verona
1615 Clay	1113 King	1507 Palmway	108 Verona
1633 Clay	1419 King	1509 Palmway	1108 Verona
1851 Clay	903 King	1513 Palmway	1306 Verona
1859 Clay	915 King	1517 Palmway	1911 Verona
103 Clyde	921 King	1603 Palmway	503 Verona
104 Clyde	1324 Kory	1609 Palmway	514 Verona
15 Clyde	1113 Lake	1617 Palmway	616 Verona
21 Clyde	213 Lake	1707 Palmway	621 Verona
22 Clyde	303 Lake	716 Palmway	622 Verona
220 Clyde	407 Lake	813 Palmway	716 Verona
227 Clyde	412 Lake	820 Palmway	720 Verona
24 Clyde	625 Lakeshore	823 Palmway	721 Verona
304 Clyde	304 Latonia	911 Palmway	811 Verona
307 Clyde	1302 Lavon	105 Park	910 Verona
308 Clyde	1308 Lavon	109 Park	914 Verona
314 Clyde	204 Lilly	308 Park	917 Verona
322 Clyde	318 Lilly	1011 Patrick	920 Verona
404 Clyde	321 Lilly	1022 Patrick	108 Viola
416 Clyde	322 Lilly	1303 Patrick	515 Walnut
505 Clyde	701 Lincoln	1317 Patrick	

Source: City of Kissimmee, January 2018



4 PUBLIC FACILITIES

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Public Facilities

~~*prepared for*~~

~~City of Kissimmee~~

~~*prepared by*~~

~~**Cambridge Systematics, Inc.**~~
~~2101 West Commercial Boulevard, Suite 3200~~
~~Fort Lauderdale, FL 33309~~

~~*date*~~*Amendments:*

Amended February 2026; Amendment No. 25-01ER
November 2018

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Public Facilities Element pursuant to §163.3177(6)(c), Florida Statutes.

CHAPTER 4A: POTABLE WATER SUB-ELEMENT

GOAL 4.1: PROTECTION OF THE POTABLE WATER SUPPLY.

The City of Kissimmee shall work with Tohopekaliga Water Authority (TWA) and the South Florida Water Management District (SFWMD) to ensure the protection of the potable water supply and delivery of safe and adequate potable water service. The City will ensure the service is managed in a cost effective manner to accommodate existing and future development.

OBJECTIVE 4.1.1: WATER QUALITY.

The City shall coordinate with the Tohopekaliga Water Authority (TWA), the provider of the City's water supply and responsible party managing the city's water supply, and shall cooperate with the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) in concert with the South Florida Water Management District to ensure all applicable water quality standards are met.

POLICY 4.1.1.1: WELLHEAD PROTECTION AREA.

The City adopted wellhead protection regulations in the Land Development Code (LDC) for existing and future major public wellheads. The City shall revise these regulations for consistency, if the Tohopekaliga Water Authority (TWA) or the SFWMD establish their own standards.

POLICY 4.1.1.2: INDUSTRIAL AND INTENSIVE COMMERCIAL USES WITHIN WELLHEAD PROTECTION AREA (WPA).

The City shall prohibit the Industrial Future Land Use Map designations and intensive commercial uses, as well as hazardous waste storage sites, solid waste disposal sites, and single-lined petroleum storage tanks, within the wellhead protection area.

POLICY 4.1.1.3: POTABLE WATER TREATMENT PLANTS.

The City shall assist FDEP in the review of potable water treatment plants. No new potable water treatment plants shall be allowed unless all applicable sections of the Florida Administrative Code (F.A.C.) governing such plants are met. Connections to existing potable water treatment plants not in compliance with applicable F.A.C. regulations shall also not be allowed. Such systems shall also comply with the pertinent rules and regulations

of any water supplier that may have jurisdiction. Land use impacts arising from the permitting of new potable water treatment plants, as well as expansions of existing plants, shall be consistent with the applicable provisions of this Plan prior to issuance of a development permit.

OBJECTIVE 4.1.2: COORDINATION OF POTABLE WATER FACILITIES AND ADEQUATE SUPPLY.

The City shall coordinate with the Tohopekaliga Water Authority (TWA), the sole supplier of central water systems within the City's jurisdictional boundaries, to ensure that the adopted potable water level of service standards will be met.

POLICY 4.1.2.1: LEVEL OF SERVICE (LOS) STANDARDS.

The areas of the City served by central potable water facilities shall meet the levels of service standards for potable water supply as specified in Chapter 8: Capital Improvement Element Policy 8.1.4.1.

POLICY 4.1.2.2: WATER SUPPLY CONCURRENCY.

Prior to the issuance of a development permit, the City shall consult with the Tohopekaliga Water Authority (TWA) to determine whether adequate water supplies to serve the proposed development or redevelopment project will be available no later than the issuance of a certificate of occupancy, or its functional equivalent.

POLICY 4.1.2.3: CENTRAL WATER SYSTEMS WITHIN THE CITY LIMITS.

The City shall require new development within the City limits to connect to central potable water systems. Existing development within the City that is not connected to a central potable water system must do so within one year of service becoming available. The City shall define availability as the physical presence of potable water facilities and infrastructure adjacent to subject property.

POLICY 4.1.2.4: EXISTING CUSTOMERS OF PRIVATE WATER SYSTEMS.

Existing customers of private water systems shall be connected to public central systems if the existing system falls into non-compliance with FDEP regulations, and/or the existing system is required to connect by consent order.

POLICY 4.1.2.5: NEW POTABLE WATER TREATMENT PLANTS.

New potable water treatment plants, as well as expansions of existing plants, shall be consistent with the Future Land Use Element (FLUE).

Policy 4.1.2.6: Central Potable Water Systems.

Consistent with the FLUE, the extension of central potable water systems shall be prohibited, unless the City determines that this service is needed for one of the following reasons:

1. A public health hazard exists for existing development, and extension will not serve as the basis for new development; or

2. When the facilities are extended to protect environmentally sensitive areas from impacts resulting from existing development.

Policy 4.1.2.7: Non-Potable Water Uses.

The City will continue to coordinate with and support utility providers and governmental entities in requiring all new development to connect non-potable water uses, such as for irrigation, to available non-potable water systems, such as reuse systems.

Policy 4.1.2.8: Dual Transmission and Distribution Lines.

The City shall continue to coordinate with and support the Tohopekaliga Water Authority (TWA) in requiring new developments to install dual transmission and distribution lines to serve those developments where non-potable water is available or expected to be available.

Policy 4.1.2.9: Stormwater as Non-Potable Water Source.

The City will continue to investigate the feasibility of stormwater as a non-potable water source when new stormwater management systems are permitted, and the City will coordinate with the utility providers and governmental entities in implementing feasible projects.

Policy 4.1.2.10: Alternative Water Supplies.

The City will coordinate with and support utility providers and the South Florida Water Management District in developing alternative water supplies, by providing incentives, and permitting assistance.

Objective 4.1.3: Water Conservation.

The City shall annually review its Comprehensive Plan policies and Land Development Code regulations to address the conservation of water supplies and aim to reduce water demands by 5 percent proportionately in relation to growth by the year 2025.

POLICY 4.1.3.1: WATER SUPPLY CONSERVATION TECHNIQUES AND PROGRAMS.

Water supplies within the City's jurisdictional limits shall be conserved through the implementation of water conservation techniques and programs. Such techniques and programs should include, but are not limited to the following:

1. The City shall require the installation of water conserving plumbing fixtures in new or renovated construction.

2. The City shall continue to promote the efficient use of potable water and non- potable water in irrigation and landscaping practices through regulations in the Land Development Code.

3. The City will coordinate with the Osceola County Soil and Water Conservation District, the County Extension Office and the South Florida Water Management District to educate the public on the importance of water conservation and strategies for conserving water.

4. The City shall coordinate with the Tohopekaliga Water Authority (TWA) to promote the use of water conserving techniques, including through the use of a progressive rate structure.

5. The City shall cooperate with emergency water conservation measures of the South Florida Water Management District, and the Tohopekaliga Water Authority.

6. The City shall use Florida Water Star program criteria for the construction of new single-family residences.

7. Through the land development code, the City shall continue to place restrictions on irrigation during periods of time of critical concern that are consistent with 40E-24 of the Florida Administrate Code.

OBJECTIVE 4.1.4: COORDINATION WITH WATER SUPPLIER.

The City shall coordinate with the Tohopekaliga Water Authority (TWA) and South Florida Water Management District (SFWMD) to conserve and manage potable water resources, and maximize the use of existing facilities throughout its jurisdiction. The City shall meet this objective in order to discourage urban sprawl.

POLICY 4.1.4.1: WATER SUPPLIERS; AUTHORITY OF FDEP.

The planning of potable water facilities within the City shall be pursuant to the ordinances and rules of the City, created pursuant to Section 125.01 and Chapter 153, F.S., and as

they may be, from time to time, amended, supplemented or otherwise modified. The City shall coordinate such efforts with the Tohopekaliga Water Authority (TWA). Neither revisions to the enabling legislation of the TWA, nor mechanisms implemented by the City, shall conflict with the exclusive authority of the FDEP and the South Florida Water Management District (SFWMD) to regulate the consumptive use of water as provided under Chapter 373, F.S.

POLICY 4.1.4.2: WATER SUPPLIER MASTER PLAN.

The City, in concert with Osceola County, shall coordinate with the SFWMD in the maintenance of the most recent Regional Water Supply Plan ~~2015~~ and shall support the following:

1. Identify the sustainable quantities of traditional groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems.

2. Identify water conservation and alternative water supply development options to meet reasonable-beneficial water demands that are in excess of the sustainable yield of traditional groundwater sources.

3. Protect and enhance the environment, including the natural resource areas and systems identified by the Districts as well as any federal, state, and locally identified natural resource areas.

4. Provide information to support local government comprehensive plans.

5. Achieve compatibility and integration with other state and federal regional resource initiatives.

6. Establish consistent regulatory programs to accomplish the above.

POLICY 4.1.4.3: WATER SYSTEM FACILITY CONSTRUCTION.

The construction of water system facilities and associated infrastructure within the City, except for facilities which serve only the agricultural needs of the property on which the system is located, shall be regulated by the City.

POLICY 4.1.4.4: POTABLE WATER FACILITY EVALUATION CRITERIA.

The City shall examine the capital improvement projects proposed by the Tohopekaliga Water Authority (TWA) in their Capital Budget, and shall provide input regarding project ranking, based on the following priority level guidelines:

1. "Level 1": Whether the project is needed to:

    a. Protect public health, safety, and environmentally sensitive natural resources.

    b. Fulfill the City's legal commitment to provide facilities and services.

    c. Preserve or achieve full use of existing facilities.

2. "Level 2": Whether the project accomplishes the following:

    a. Increases efficiency of existing facilities.

    b. Prevents or reduces future improvement costs.

    c. Provides service to developed areas lacking full services or promotes in-fill development.

3. "Level 3": Whether the project:

    a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use Element goals, objectives and policies, including the Future Land Use Map.

POLICY 4.1.4.5: WATER MANAGEMENT DISTRICT PERMITS REQUIRED.

Construction of any water system facility, including any extraction mechanisms shall require the issuance of all required permits including any required consumptive use permit (CUP) from the South Florida Water Management District pursuant to Chapter 373, F.S. The City's approval shall be conditioned upon issuance of such permits prior to the commencement of construction.

OBJECTIVE 4.1.5: REGIONAL COORDINATION OF WATER RESOURCES.

The City shall be proactive in regional water resources planning efforts, through enhanced coordination with adjacent jurisdictions, the Tohopekaliga Water Authority (TWA), the South Florida Water Management District, and all water supply coordinating entities.

POLICY 4.1.5.1: DIMINUTION OR DEPLETION OF ESSENTIAL WATER SOURCES.

Consistent with applicable State law and rules, any land use posing a threat to the City's long-term natural resource base through the diminution, contamination, or depletion of essential water resources shall not be permitted. "Diminution" and "depletion" shall not include the diminution or depletion of water resources due to the consumptive use of water.

Policy 4.1.5.2: Potable Water Demand May Not Exceed Consumptive Use Permit (CUP).

The City, through direct coordination with the Tohopekaliga Water Authority (TWA), as well as the FDEP, and the South Florida Water Management District, shall ensure potable water demands caused by development do not exceed the consumptive use permits (CUP) held by TWA.

Policy 4.1.5.3: Alternative Water Sources.

The City shall, with the Tohopekaliga Water Authority (TWA), coordinate with the South Florida Water Management District to find alternative sources of potable water.

Policy 4.1.5.~~4~~: Level of Service (LOS) Standards Maintained.

In order to adequately serve the existing and future population, the City shall proactively work with the Tohopekaliga Water Authority (TWA) and the South Florida Water Management District to ensure adopted level of standards are met and any identified facility deficiencies are corrected.

Objective 4.1.6: Ten Year Water Supply Facilities Work Plan.

The City shall maintain a Water Supply Facilities Work Plan (Work Plan) for water supply projects within 18 months of the regional water supply Master Plan update.

Policy 4.1.6.1: Work Plan Incorporated into Comprehensive Plan.

The Work Plan, included in the Capital Improvement Plan of the Capital Improvement Element, shall provide projects identified by the City, and through coordination with the Tohopekaliga Water Authority (TWA) and the South Florida Water Management District, that are required to provide adequate potable water supplies to meet existing and future demand. These tables will be updated ~~annually~~ as needed to reflect the adopted capital improvements programs of the TWA.

Policy 4.1.6.2: Agency Cooperation to Maintain Work Plan.

Maintaining and amending the Work Plan shall be a cooperative effort between the City, the Tohopekaliga Water Authority (TWA), and the South Florida Water Management District.

Policy 4.1.6.3: Consistency with Regional Plans.

The Work Plan shall be consistent with the most current Regional Water Supply Plan of the South Florida Water Management District.

POLICY 4.1.6.4: COORDINATION OF FUTURE UPDATES TO WORK PLAN.

The updates to the Work Plan shall be consistent with the most current water supply plans of the Tohopekaliga Water Authority (TWA).

POLICY 4.1.6.5: UPDATES BASED ON LEVEL OF SERVICE STANDARDS.

The updates to the Work Plan shall evaluate resources based upon the potable water levels of service (LOS) standards established in the Capital Improvements Element.

POLICY 4.1.6.6: UPDATES TO ADDRESS WATER SUPPLY, CONSERVATION AND REUSE.

The updates to the Work Plan shall identify feasible traditional and alternative water supply sources, including water conservation and reuse that are being utilized to meet existing and projected water demands.

POLICY 4.1.6.7: WORK PLAN IS BASIS FOR PRIORITIZATION OF FUTURE SYSTEM IMPROVEMENTS.

The Work Plan shall be used to prioritize and coordinate the expansion and improvement of facilities used to withdraw, transmit, treat, store, and distribute potable water to meet current and future needs within the City.

CHAPTER 4B: WASTEWATER SUB-ELEMENT

GOAL 4.2 WASTEWATER FACILITIES.

Ensure an effective system of wastewater facilities to promote the health, safety, and welfare of City residents and the natural environment in a manner that protects investments in existing facilities, promotes orderly, compact growth, and meets existing and projected demand.

OBJECTIVE 4.2.1 ENSURE WASTEWATER CAPACITY.

The City of Kissimmee shall adopt procedures to require that at the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.

POLICY 4.2.1.1 LEVEL OF SERVICE STANDARDS.

The level of service standards as established in Chapter 8: Capital Improvement Element Policy 8.1.4.1 for wastewater facilities within the City shall be used as the basis for determining availability of facility capacity and demand generated by a development:

Policy 4.2.1.2: Compliance with Level of Service Standards.

The City shall coordinate with the Tohopekaliga Water Authority (TWA) regarding improvements for replacement, expansion or increase in capacity of facilities so that demand is compatible with the adopted level of service standards for the facilities. Issuance of development orders and permits shall be conditioned upon the submission of plans that are in compliance with the City's level of service standards. Prior to issuance of development orders or permits the project shall provide the City copies of all applicable Federal, State, and local permits for wastewater facilities.

Policy 4.2.1.3: Coordination of Information.

The City of Kissimmee shall coordinate with the Tohopekaliga Water Authority (TWA) to develop procedures for updating facility demand and capacity information and the preparation of an annual summary of capacity and demand

Policy 4.2.1.4: Coordinate Land Use Impacting Wastewater Systems.

Realizing the substantial impacts of the location and timing of development as well as the density or intensity of specific land use activities on urban service delivery systems, the City of Kissimmee shall coordinate land uses with the County and the Tohopekaliga Water Authority (TWA) in order to effectively monitor water consumption for wastewater uses pursuant to the terms of the water and wastewater Interlocal Agreement established between Osceola County, the City of Kissimmee, Orange County, and TWA in November 2004.

Policy 4.2.1.5: Wastewater Service Areas.

Provision of centralized wastewater service shall be provided to the urban service area within the City's jurisdictional area as provided by the Tohopekaliga Water Authority (TWA).

Policy 4.2.1.6: Expansion of Wastewater Treatment Facilities.

The City of Kissimmee shall coordinate with the Tohopekaliga Water Authority (TWA) regarding expansion of the capacity of its wastewater treatment facilities.

Policy 4.2.1.7: Mandatory Connection.

All new development within the City's limits will be required to connect to central wastewater facilities.

Objective 4.2.2: Maintaining a Schedule of Wastewater Capital Improvements.

The City shall coordinate with the Tohopekaliga Water Authority (TWA) to maintain a five-year schedule of capital improvements for public facilities, specifically wastewater facilities.

Policy 4.2.2.1: Capital Improvement Schedule.

The City Commission shall coordinate with the Tohopekaliga Water Authority (TWA) to include an annual evaluation of capital improvement projects proposed for inclusion in the five-year schedule of capital improvements.

Policy 4.2.2.2: Wastewater Facility Evaluation Criteria.

The City shall examine the capital improvement projects proposed by the Tohopekaliga Water Authority (TWA), and shall provide input regarding project ranking, based on the following priority level guidelines:

1. "Level 1": Whether the project is needed to:

    a. Protect public health, safety, and environmentally sensitive natural resources.

    b. Fulfill the City's legal commitment to provide facilities and services.

    c. Preserve or achieve full use of existing facilities.

2. "Level 2": Whether the project accomplishes the following:

    a. Increases efficiency of existing facilities.

    b. Prevents or reduces future improvement costs.

    c. Provides service to developed areas lacking full services or promotes in-fill development.

3. "Level 3": Whether the project:

    a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use Element goals, objectives and policies, including the Future Land Use Map.

Objective 4.2.3: On-Site Wastewater Treatment Systems.

Where central wastewater system facilities are not available, the City shall permit a private wastewater disposal system pursuant to conditions stipulated in §14-10-6~~10-5-54~~, Code of Ordinances, as hereafter may be amended. The City shall coordinate with the County Health Department and the Florida Department of Health programs to assist in implementation of State regulations imposing mandated standards for inspections, operation, and maintenance of on-site wastewater treatment systems.

Policy 4.2.3.1: Use of On-Site Wastewater Treatment Systems.

Private, on-site treatment and disposal systems shall, at a minimum, meet the requirements set forth by the Department of Health in Chapter 64E-6, Florida Administrative Code, as amended. When central wastewater becomes available, connection is required by ordinance.

Policy 4.2.3.2: Conditions Governing Development Orders or Permits.

Issuance of development orders or permits shall be conditional upon demonstrated compliance with applicable Federal, State, and local regulations governing on-site wastewater treatment systems.

Chapter 4C: Aquifer Recharge Sub-Element

Goal 4.3: Protect Functions of Groundwater Aquifer Recharge Areas.

The functions of natural groundwater aquifer recharge areas and natural drainage features within the City, including their water quality and water quantity, shall be protected and maintained.

Objective 4.3.1: Coordinate Efforts to Protect Aquifer Recharge Areas.

The City shall cooperate and coordinate with Osceola County, the Tohopekaliga Water Authority (TWA), the City of St. Cloud, the ~~Reedy Creek Improvement~~Central Florida Tourism Oversight District, and the South Florida Water Management District, to ensure proper maintenance of aquifer recharge area functions and to determine whether new protection programs or additional coordination is needed to achieve aquifer protection objectives.

Policy 4.3.1.1: Protect Surficial Aquifer Recharge Areas and Groundwater Quality.

The City currently has no “prime” surficial aquifer recharge areas identified by the South Florida Water Management District. The City shall assist in protecting groundwater from point and non-point pollution sources. Similarly, the City shall promote the conservation and efficient use of water as it travels through groundwater systems, and shall promote maintenance of adequate supplies of high quality groundwater.

Policy 4.3.1.2: Coordinate Groundwater Monitoring.

The City shall assist the State and South Florida Water Management District in managing water quality by assisting in preventing the discharge of inadequately treated wastewater and poor quality stormwater into public water bodies and aquifer recharge areas, and shall provide best available data to the South Florida Water Management District, and the Florida Department of Environmental Protection, to ensure that groundwater resources

are monitored for point and nonpoint source pollution affecting the Floridan, and Surficial aquifers.

POLICY 4.3.1.3: DEEP AQUIFER WATER CONSERVATION.

In order to protect the quality and quantity of deep aquifer water resources, the City shall coordinate with the Tohopekaliga Water Authority (TWA), and the South Florida Water Management District and other applicable regulatory agencies in identifying free flowing artesian aquifer wells and in requiring corrective measures, including capping, plugging, or installing regulatory devices that control the discharge of water from the deep aquifer.

POLICY 4.3.1.4: RETAIN STORMWATER RUN-OFF TO MAXIMIZE AQUIFER RECHARGE.

The City shall continue to enforce stormwater management regulations requiring retention of stormwater run-off to maximize groundwater recharge.

POLICY 4.3.1.5: COORDINATE WITH OTHER RECHARGE PROTECTION PROGRAMS.

The City will coordinate with local, state, and federal agencies to achieve regional aquifer recharge protection objectives, especially protection of prime recharge areas located in northwest Osceola County.

POLICY 4.3.1.6: FDEP GROUNDWATER CONTAMINATION LIST.

The City shall coordinate with Osceola County and the Tohopekaliga Water Authority (TWA) to monitor the Florida Department of Environmental Protection (FDEP) Site Investigation Section list for groundwater contamination possibilities, and will work cooperatively with FDEP to resolve any conditions impacting groundwater supplies regarding potential sites.

OBJECTIVE 4.3.2: PLANNING FOR THE PROTECTION OF AQUIFER RECHARGE AREAS.

To meet current and future demands for potable water resources and to protect natural resources, the City shall cooperate with other governmental agencies, especially the South Florida Water Management District (SFWMD), to ensure existing and projected development do not adversely affect groundwater resources.

POLICY 4.3.2.1: AQUIFER RECHARGE PROTECTION MEASURES.

Recognizing that aquifer recharge areas, groundwater resources, wellhead protection areas, and that lakes, rivers, creeks, and wetlands within the City are interconnected systems vital to the protection of water resources, aquifer recharge protection measures for “high” recharge areas, if identified, shall be consistent with the Conservation and Future Land Use Elements, as well as this element of the Comprehensive Plan.

POLICY 4.3.2.2: AQUIFER RECHARGE PROTECTION MECHANISMS.

The City may use open space designations, land acquisition strategies, planned development zoning districts, conservation easements, or cooperative management agreements to protect identified aquifer recharge areas.

POLICY 4.3.2.3: HAZARDOUS WASTE STORAGE FACILITIES.

The City shall regulate the location of hazardous waste storage facilities, petroleum storage tanks, or any other adverse land use within "high" aquifer recharge areas, if identified, through the Land Development Code.

CHAPTER 4D: STORMWATER MANAGEMENT SUB-ELEMENT

GOAL 4.4: STORMWATER MANAGEMENT FACILITIES.

Ensure the provision of a system of stormwater management facilities in a manner that protects persons and property from flooding, prevents negative impacts to the surficial groundwater aquifer, and safeguards surface waters against the degradation of water quality, to promote the health, safety, and welfare of City residents and the natural environment.

OBJECTIVE 4.4.1: STORMWATER CAPACITY AND QUALITY.

The City of Kissimmee shall maintain regulations for the adequate provision of stormwater facilities needed to serve existing and proposed development.

POLICY 4.4.1.1: LEVEL OF SERVICE STANDARDS.

The level of service standards established in Capital Improvements Element Policy 8.1.4.1 shall be used as the basis for determining the availability of facility capacity and the demand generated by a development prior to the issuance of a development permit.

POLICY 4.4.1.2: STORMWATER QUALITY.

All stormwater discharge within the City shall meet all State water quality standards, including those contained in Chapter 62-25, Florida Administrative Code, as well as any Total Maximum Daily Load thresholds that may be established for Lake Tohopekaliga, Shingle Creek, Mill Slough, or other surface waterbodies located within the City.

POLICY 4.4.1.3: ANNUAL REPORT OF FACILITY PERFORMANCE.

The City of Kissimmee shall compile data regarding existing stormwater facilities and/or management areas in the City, annually, and shall provide this data to Osceola County for coordination activities.

OBJECTIVE 4.4.2: STORMWATER MANAGEMENT IMPROVEMENTS.

The City shall identify and implement stormwater management projects and programs necessary to meet existing needs and projected demands.

POLICY 4.4.2.1: CAPITAL IMPROVEMENT SCHEDULE.

The City Commission shall annually evaluate and rank capital improvement projects proposed for inclusion in the five-year schedule of capital improvement needs.

POLICY 4.4.2.2: STORMWATER FACILITY EVALUATION CRITERIA.

Proposed capital improvement projects shall be evaluated and ranked according to the following priority level guidelines:

1. "Level 1": Whether the project is needed to:

    a. Protect public health, safety, and environmentally sensitive natural resources.

    b. Fulfill the City's legal commitment to provide facilities and services.

    c. Preserve or achieve full use of existing facilities.

2. "Level 2": Whether the project accomplishes the following:

    a. Increases efficiency of existing facilities.

    b. Prevents or reduces future improvement costs.

    c. Provides service to developed areas lacking full services or promotes in-fill development.

3. "Level 3": Whether the project:

    a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use Element goals, objectives and policies, including the Future Land Use Map.

POLICY 4.4.2.3: CENTRALIZED STORMWATER MASTER PLANS.

The City shall encourage the creation, implementation, and maintenance of central stormwater facility master plans in order to encourage development and redevelopment activities within designated areas. These areas shall include, at a minimum, the Community Redevelopment Area (CRA) District, and the Vine Street Corridor.

POLICY 4.4.2.4: STORMWATER UTILITY FUND.

The City shall fund projects to mitigate identified deficiencies through the Stormwater Utility, while impacts associated with new development or redevelopment projects must be mitigated by the developer in accordance with adopted level of service standards and/or central master plans. Eligible projects shall include the production of centralized stormwater master plans.

POLICY 4.4.2.5: ADDITIONS OF STORMWATER MANAGEMENT FACILITY PROJECT APPROVALS.

All required federal, State, and County permits shall be obtained before the City undertakes or authorizes contractors to undertake construction and/or operation of facilities.

OBJECTIVE 4.4.3: PROTECT NATURAL DRAINAGE FEATURES.

The City shall manage and coordinate its stormwater review and implementation process to meet existing and future needs, while protecting the quality and functions of natural drainage features and surface waterbodies.

POLICY 4.4.3.1: NATURAL STORAGE CAPACITY OF WATERSHEDS.

The City shall:

- Promote the ecological, biological, and hydrological role of surface waters in aquifer recharge and in supporting surface vegetation.
- Manage the location, design and intensity of urban development in order to foster continuance of natural hydrological processes, including preserving recharge areas, promoting on-site retention of surface waters and natural return of surface water into the soil.
- Require the integration of natural storage areas and natural drainage courses into water management plans for new development.
- Require that applicants for new development consider use of isolated wetlands for flood attenuation as may be appropriate in the design of drainage and surface water management plans.

POLICY 4.4.3.2: MAINTAIN REGULATIONS FOR LAND AND WATER MANAGEMENT.

The City of Kissimmee shall promote both land and water management programs and practices which retard runoff and enhance percolation in order to increase the quantity and protect the quality of ground and surface water. Land use controls, such as subdivision regulations, zoning, including site plan review and performance criteria, and special erosion control, landscape and flood management requirements shall

be maintained in the Land Development Code and periodically updated based on improved knowledge of problems, issues, and best management practices and low impact development techniques.

Policy 4.4.3.3: Pursue the Development of Adequate Off-Site Surface Water Management Facilities.

The City shall manage stormwater based on watershed management plans. Implementing strategies shall provide a basis for evaluating the performance of existing off-site drainage facilities, identifying existing and potential future problems or issues, and funding necessary structural and non-structural system improvements for effective surface water management.

Policy 4.4.3.4: Coordinate Watershed Management Plans and Policies with Appropriate Public Agencies.

The City shall assure coordination of watershed management plans and policies with appropriate local, regional, state and federal agencies, including Osceola County, the South Florida Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Agricultural Extension Service, the United States Army Corps of Engineers, and other appropriate agencies.

Policy 4.4.3.5: Buffer Zone Requirements.

The City shall continue to include buffer zone requirements for wetland areas in the Land Development Code, and be consistent with the Conservation Element of this Comprehensive Plan. Wetland buffer distances shall be at least 50 feet. There shall be no development within the Floodway as established by FEMA, except for minor improvements such as boat docks, where certification and supporting technical documents provided by a registered professional engineer demonstrate that the encroachment shall not result in any increase in flood levels during occurrence of the base flood discharge.

Policy 4.4.3.6: Managing Land Use in the Floodplain.

The City shall continue to retain stormwater management and floodplain regulations that shall address necessary restrictions on encroachment, alteration, and compatible use of the 100-year floodplain and major drainage corridors, including Shingle Creek, and Mill Slough.

Policy 4.4.3.7: Promotion of Low-Impact Development Techniques.

The City shall encourage the use of low-impact development techniques for all land development and redevelopment projects. Low-impact development involves structural and non-structural techniques designed to mimic natural stormwater flows and improve

stormwater runoff quality. Techniques may include green roofs, rain gardens, constructed wetlands, infiltration swales, and open space conservation.

POLICY 4.4.3.8: INSPECTION AND MAINTENANCE OF DRAINAGE SYSTEMS.

As part of the master stormwater drainage implementation program, the City shall ensure that major drainage systems receive periodic inspections, including appropriate maintenance activities at least once a year.

POLICY 4.4.3.9: NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

The City of Kissimmee shall maintain its stormwater control measures in accordance with regulations and requirements associated with the National Pollution Discharge Elimination System (NPDES) permit, and shall renew the permit as required by federal regulations.

POLICY 4.4.3.10: PUBLIC EDUCATION.

The City shall provide information, as feasible, to educate the public in the importance of minimizing pollution to the City's stormwater management systems. The programs may include: newsletters, website updates, community meetings, charrettes, public hearings and other public information, community visioning, commissions and standing advisory committees, stormwater task forces or other special committees.

CHAPTER 4E: SOLID WASTE SUB-ELEMENT

GOAL 4.5: SOLID WASTE FACILITIES.

Ensure availability of needed solid waste facilities in a manner that protects investments in existing facilities and promotes orderly, compact growth, and meets existing and projected demand.

OBJECTIVE 4.5.1: ENSURE CAPACITY TO MEET PROJECTED DEMAND.

The City of Kissimmee shall maintain procedures to require adequate facility capacity is available, or will be available, when needed to meet projected demand. In the case of individual development projects, capacity shall be available to serve the development, at the time a development permit is issued.

POLICY 4.5.1.1: LEVEL OF SERVICE STANDARDS.

Solid water generation rates identified in Capital Improvements Element Policy 8.1.4.1 shall serve as the City's level of service standards for solid waste facilities. These figures shall be used as the basis for determining the availability of solid waste facility capacity, and they only include the portion of the waste stream that is not diverted for recycling purposes.

POLICY 4.5.1.2: COMPLIANCE WITH LEVEL OF SERVICE STANDARDS.

Issuance of development orders and permits within the City shall be conditioned upon the submission of plans which are in compliance with the City's level of service standards. The City shall continue to include an adequate facilities requirement as part of the Land Development Code.

POLICY 4.5.1.3: STUDY LEVEL OF SERVICE STANDARD.

The City shall coordinate with Osceola County to develop a level of service standard that reflects available capacity.

POLICY 4.5.1.4: REDUCTION OF SOLID WASTE VOLUMES.

The City shall work with Osceola County and other organizations to reduce the volume of solid waste through recycling activities, educational efforts and programs, and by assisting in the maintenance of drop-off collection sites in the County.

POLICY 4.5.1.5: DEVELOPMENT OF NEW FACILITIES.

The City shall assist Osceola County in planning for the timely provision of needed solid waste facilities in accordance with applicable regulations.

OBJECTIVE 4.5.2.: COORDINATION ACTIVITIES.

The City shall assure that deficiencies in solid waste facilities are avoided through coordination with Osceola County's solid waste management program.

POLICY 4.5.2.1: GENERAL INTERGOVERNMENTAL COORDINATION.

The City shall cooperate with County officials and technicians on a Joint Committee or through other appropriate mediums in order to address county-wide or regional approaches for achieving access to resource recovery facilities or other alternatives to conventional landfill operations. Other specific issues which shall be addressed in coordination with Osceola County include:

- Enhancing solid waste collection and transfer operations;
- Management strategies for implementing recycling efforts;
- Curbing illegal dumping of solid waste as well as disposal activities which adversely impact natural systems;
- Developing improved information dissemination regarding hazardous waste generators;
- Determining feasibility of hazardous waste storage/transfer facilities;

- Improving management of the collection and disposal of hazardous waste;
- Drafting policy for appropriate regulatory measures governing solid waste and hazardous waste including identification of long term operating costs and capital improvement needs associated with various policy options.

POLICY 4.5.2.2: INFORMATION COORDINATION.

The City of Kissimmee shall coordinate with the County, and with franchised waste collection operators within the City regarding demand and capacity information, and shall prepare annual summaries of capacity and demand information for solid waste collection and disposal activities.

POLICY 4.5.2.3: COORDINATE WITH OSCEOLA COUNTY SOLID WASTE AND HAZARDOUS WASTE PLANNING EFFORTS.

The City shall offer assistance to Osceola County as the County assesses and plans for solid waste and hazardous waste management in a manner consistent with the provisions of §403.7265, F.S.

POLICY 4.5.2.4: EDUCATIONAL OUTREACH.

The City shall coordinate with Osceola County in the distribution of educational materials to the public concerning the proper storage, handling, collection, transport, and disposal of waste oil, batteries and household chemical waste.

OBJECTIVE 4.5.3: FINANCIAL FEASIBILITY.

The City shall provide financial resources to support solid waste operations and will include these expenditures in the Five-Year Schedule of Capital Improvements of the Capital Improvements Element.

POLICY 4.5.3.1: CAPITAL IMPROVEMENTS.

Capital improvements for solid waste disposal shall be identified and prioritized on an annual basis within the Capital Improvements Element.

POLICY 4.5.3.2: SOLID WASTE FACILITIES.

Construction and operation of solid waste facilities will be funded with revenue sources that may include user fees, improvement fees, impact fees, franchise fees, bonds and grant from state and federal programs, and other identified fees.

POLICY 4.5.3.3: RATE SCHEDULE.

The City shall maintain a solid waste rate schedule that will provide sufficient funds to adequately serve both residents and businesses.

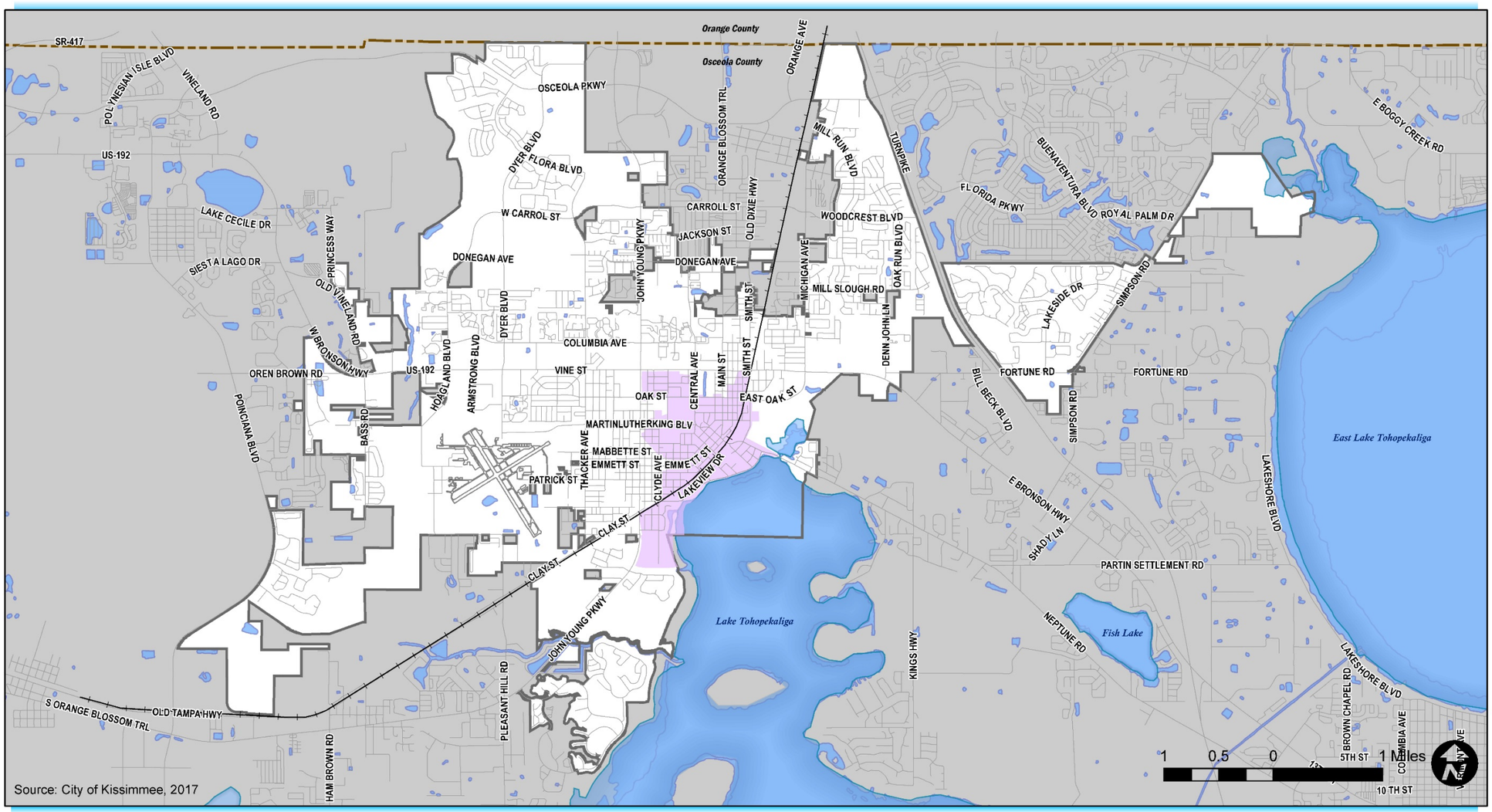
POLICY 4.5.3.4: ANNUAL REVIEW OF RATE SCHEDULE.

The City shall review the solid waste rate schedule annually, during the budget adoption process, and amend the rates as needed to fund solid waste operations.

~~2040~~ 2050 Stormwater Master Plan Area

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Figure 4-1: ~~2040~~ 2050 Stormwater Master Plan Area



CITY OF KISSIMMEE 1883

CAMBRIDGE SYSTEMATICS

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DATA, INVENTORY, AND ANALYSIS

This section provides the data inventory and analysis used to support the goals, objectives, and policies for the Public Facilities Element pursuant to §163.3177(6)(c), Florida Statutes.

CHAPTER 4A: POTABLE WATER SUB-ELEMENT

The data within this sub-element is based on the *City of Kissimmee Water Supply Facilities Work Plan dated January 2018*, which is incorporated by reference.

INTRODUCTION

The provision of potable water facilities is integral to ensuring the public health, safety, and welfare of a community. All local governments, even those that are not utility providers, must ensure that an adequate potable water supply is available to support future populations. The City of Kissimmee is addressing the future need for water resources through the protection of natural resources within its jurisdiction. Additionally, the City is partnering with state agencies to pursue water supply planning in a regional manner.

The City is not a provider of potable water service. The City was a provider until Osceola County and the City decided to find ways to develop an efficient and environmentally-sensitive approach to the comprehensive supply, distribution, and treatment of water. Therefore, the City, County, and area state representatives drafted a special bill creating Tohopekaliga Water Authority (TWA), which the Florida Legislature approved during the 2003 legislative session and was officially adopted on October 31, 2003. This consolidated governmental utility authority utilized existing resources to avoid duplication of effort, prevented the inefficient expansion of potable water facilities, and developed a cooperative regional approach to the provision of services. It should be noted that because the City is located completely within TWA's service area and within Osceola County, some of the following information is not completely specific to the City, because TWA's service area extends to the western border of the County.

POTABLE WATER FACILITIES AND SYSTEMS

A potable water supply system consists of a water source, treatment plants, and storage and distribution networks. Either surface or groundwater, or some combination of the two, constitute the supply source for a system. The selection of a source must consider the type and quality of source available, and the cost of developing the source for use. Before consumption, most water must be treated to remove impurities. After treatment, the water is supplied to individual users through a network of pipes and storage reservoirs. Large transmission lines, called distribution mains, carry water to major demand areas and interconnect with smaller lines, which eventually supply individual users. Water is delivered under pressure within the distribution system to ensure adequate flow meets customer demand. To

provide adequate quantities and pressure to meet peak use and fire flow demands, storage tanks are linked with the distribution system.

Regulatory Requirements

Two water management districts oversee Osceola County: the St. Johns River Water Management District (SJRWMD) and the South Florida Water Management District (SFWMD). The SJRWMD includes the eastern portion of the County along Brevard and Indian River Counties. The SFWMD encompasses the County's high-growth areas including the City of Kissimmee. TWA and the City must coordinate with each of the water management districts when addressing water resources protection, identifying water sources for public use, and meeting future state mandates. It should be noted that the City is located totally within the SFWMD's jurisdiction, and the below analysis only discusses that District.

The Florida Department of Environmental Protection (FDEP) has primary responsibility for the State Safe Drinking Water Program under Chapter 62-555, Florida Administrative Code (F.A.C.), by regulating public drinking water (potable water) systems, including:

- Community water systems serving 25 residents or more; and
- Non-community water systems serving 25 transient/non-residential persons daily.

FDEP permits new systems, monitors compliance, and enforces regulations. The Florida Department of Health (FDOH) administers regulatory programs for private water systems (wells), and all public water-supply systems not regulated by FDEP, by setting water-quality standards. In addition, FDOH has authority over the location of private wells if a septic tank is installed. Water-Use Permits for permission to extract water other than at domestic rates are issued by the SFWMD.

Creation of a Regional Utility Authority

In late 2001, the City entered into an interlocal agreement with Osceola County and the City of St. Cloud to create a local government working group and authorize the use of professional services relating to a study to determine the feasibility of creating a regional water and wastewater authority. In late 2002, the City of St. Cloud decided to withdraw from the proposed authority. However, Osceola County and the City of Kissimmee continued with the creation of the regional utility authority and entered into an interlocal agreement in early 2003.

During the 2003 legislative session a special bill was passed that created the regional utility authority known as Tohopekaliga Water Authority (TWA). The Authority's boundary consists of all areas within Osceola County, excluding the legal boundaries of the Reedy Creek Improvement District and the boundaries authorized by law to be served or provided water and wastewater by the City of St. Cloud.

The transferring of the existing utility systems to TWA occurred through a transitional interlocal agreement. The City of Kissimmee's operational and administrative staff transferred to the operational and administrative staff of the TWA and all of Osceola County's right to acquire systems such as the Harmony system, the Poinciana system, and the Florida Water Services systems also transferred to the Authority.

TWA is a regional approach that will provide a more efficient and comprehensive means of providing water to the citizens of Osceola County and cease the disjointed and fragmented nature in which water has traditionally been provided in the County.

TOHOPEKALIGA WATER AUTHORITY

The Tohopekaliga Water Authority provides potable water to residents and businesses within the City of Kissimmee and to portions of Osceola County's unincorporated northwest area, as well as portions of Orange County's.

The TWA consists of three sub-areas and 14 water supply facilities, all of which draw their water from the Floridan Aquifer. Due to the high quality of groundwater from deep in this aquifer, the TWA treatment facilities need only provide chlorination, hydrogen sulfide removal, and ph adjustment in some areas prior to distribution.

SFWMD issued TWA a consumptive use permit (CU49-00103-W) that is set to expire on June 14, 2027. The permit allows an average potable water daily flow of 36.5 million gallons per day (MGD) and a maximum daily allocation of 51.86 MGD.

By the year 2013, the consumptive use permit required a minimum of 15 MGD of TWA's water supply be provided by alternative water supply (AWS) projects. Alternative water supply projects identified in the consumptive use permit include a Kissimmee River Basin project, and the proposed Cypress Lake Brackish Groundwater Wellfield. TWA's potable central water system currently provides an average of approximately 25 MGD to its customers. The combined capacity of the TWA water treatment plants is 56.6 MGD.

ANALYSIS OF FUTURE POTABLE WATER NEEDS

The City's growth management policy has been to encourage compact development in the existing public facility service area. In addition to this Element, the Future Land Use Element (FLUE) also outlines the issues involving provision of services within the City in order to manage growth and prevent urban sprawl. The City's regulations state that connection to central utilities is mandatory.

Mandatory connection to central potable water facilities requires providers of central utilities (in this case, TWA) to provide capacity in a timely fashion. Interlocal agreements with the TWA, the City of St. Cloud,

and the County will continue to be necessary to plan for future utility expansions. The primary responsibility of TWA is to promote the responsible, equitable and economical use of allocated water supplies.

The TWA is providing water supply from groundwater through the upper Floridan aquifer. City of Kissimmee is within the Toho I service area. As shown in Table 4-1, the Toho I (Kissimmee System) has an average 27 MGD daily water flows and a maximum of 35 MGD daily water flow.

Table 4-1: Permitted, Average, and Maximum Daily Flows

Water Treatment Plants	Permitted (MGD)	Average		Maximum	
		Flow (MGD)	Percent of Permitted	Flow (MGD)	Percent of Permitted
Toho I	**54.4**	**27.424**	**50.40%**	**34.604**	**63.60%**
Toho II (Harmony	1.296	0.303	23.40%	0.729	56.30%
Toho III (Formerly	5.262	0.127	2.40%	1.406	26.70%
Toho IV	11.743	6.6	56.20%	9.141	77.80%
Total	**72.701**	**34.454**	**47.40%**	**45.88**	**63.10%**

Source: TWA 2018-2022 Capital Budget

Analysis of Non-Central Public Potable Water Facilities

For non-central public water supply systems, level of service may be expressed as minimum estimated flow guidelines used by the FDEP in the review of potable water facility permit applications. These guidelines, which consider land use and defined service areas, are used to assure that public drinking water systems provide minimum levels of service. With the exception of private wells and systems serving fewer than 25 persons and fewer than 15 connections, FDEP reviews all permit applications for public water facilities. Another concern for the City is operational problems frequently associated with this type of facility. According to FDEP officials, the problems with this type of facility result from the inability of owners to support the high costs involved in the operation of a water facility.

To ensure the health, safety and welfare of residents within the City, the City requires new private central water facilities to be designed to meet standards to facilitate connection to a public water system when they become available.

Future Water Supply Planning Efforts

Planning for the protection of water resources and future potable water supplies is an important concern for the City. To protect water resources within the City, the City has established a wellhead protection area policy in its Comprehensive Plan. Regionally, the City coordinates with the TWA, nearby jurisdictions, and the SFWMD in water planning efforts.

Wellhead Protection Areas

The standards for wellhead protection, based on Rule 62-521.200(7), F.A.C., will assist the City in regulating land use activities and Future Land Use Map categories in the areas surrounding existing and proposed potable water supply systems. These regulations allow the City to protect areas around potable water wellheads to ensure the public health, safety, and welfare is protected.

Based on State rules, uses including solid waste disposal operations (as defined in Chapter 62-701, F.A.C.); any sanitary sewer disposal facility, excluding septic tanks; land application of reclaimed wastewater; and the disposal of sludge materials will be prohibited within 500 feet of a potable water wellhead. In addition, these rules limit the proximity of potable water wellheads to on-site sewage treatment and disposal systems and hazardous substances, as defined by the EPA. In certain situations, exemptions may be granted for utilities, continuous traffic, vehicle use, and the application of pesticides and herbicides within the wellhead protection area.

The City has entered into a contract with the County, City of St. Cloud, and SFWMD for the evaluation of the County's wellhead situation and the development of a comprehensive wellhead protection plan.

Central Florida Water Initiative – Regional Water Supply Plan

The Regional Water Supply Plan is collective effort in the Central Florida Water Initiative completed by the South Florida Water Management District, St. Johns River Water Management District (SJRWMD), and Southwest Florida Water Management District (SWFWMD) in conjunction with various technical teams and stakeholders. The Central Florida Water Initiative (CFWI) was approved by the South Florida Water Management District (SFWMD) in November of 2015.

The CFWI plan projected that the total water demand in three water management districts is expected to increase by 310.95 MGD or 40 percent by the year 2035.

Table 4-2 shows the demand projection summaries for each water use category. Strategies, rules, and regulations were also established to optimize the use of water resources for the three water management districts.

Table 4-2: Summary of Projected Water Demand (MGD) in the Regional Planning Area

Category	Water Demand Projections						2035 1-in-10 Demand	2010-2035 (5-in-10) Change	2010-2035 (5-in-10) Percent Change
	2010	2015	2020	2025	2030	2035			
Public Supply									
	436.0	477.28	525.57	572.43	615.94	654.34	693.61	218.31	50%
Domestic Self-supply and Small Utilities (DSS)									
	20.36	20.22	20.75	21.92	23.13	24.42	25.89	4.06	20%
Agriculture									
	185.2	218.78	217.24	216.09	215.30	214.84	321.18	29.60	16%
Commercial/Industrial/Institutional and Mining/Dewatering (CII and MD)									
	74.05	71.47	76.74	82.82	89.29	95.85	95.85	21.80	29%
Power Generation									
	17.20	17.93	18.93	20.00	21.18	22.41	22.41	5.21	30%
Landscape/Recreational/Aesthetic (LRA)									
	40.21	44.78	51.05	57.54	64.31	72.18	89.05	31.97	80%

Source: Central Florida Water Initiative, Regional Water Supply Plan, 2015

Note: mgd = million gallons per day.

The Ten-Year Water Supply Facility Work Plan included all public, private, and regional water supply projects and programs necessary to serve the Toho Water Authority for the next 10-year period, including all development of traditional and alternative water supply sources, reuse and conservation. Table 4-3 shows each project's source of water, amount of finished water produced, the anticipated completion date, and the capital cost. The combined finished water capacity for all projects is 56-58 MGD, which is sufficient to supply the total water demand increase (32 MGD) in the area through year 2035.

Table 4-3: Water Supply Projects

Project	Implementing Agency	Finished Water Capacity (MGD)	Water Source	Estimated Completion Date	Capital Cost (Million Dollars)
Cypress Lake AWS WTP Water Main Extension to Poinciana	TWA	N/A	Exiting Source	2017	9.88
Cypress Lake AWS Reverse Osmosis WTP	TWA, St Cloud, OCU, Polk County and RCID	15-17	Brackish groundwater	2017-2021 for Phase I	131.5
Sandhill Road WRF Expansion Phase I (reuse storage tank)	TWA	4.5	Reuse	2020	1.38
City of Kissimmee West Ditch Stormwater Capture for Reuse	TWA	4.5	Stormwater Reuse	2020	10
160-Acre AWS Project - Indirect Potable Reuse	TWA	5	Rapid Infiltration Basin (RIB)	2019	14.29
Kissimmee River Basin AWS	Water Coop of Central FL	up to 25	Surface - Kissimmee River Basin - Conjunctive Use	TBD	TBD
Shingle Creek Reuse	TWA	2	Shingle Creek	2015	n/a

Source: CFWI RWSP, per TWA 5-Year Capital Budget for 2018-2022

CITY OF KISSIMMEE WATER SUPPLY WORK PLAN

The City does not have responsibility for the water supply facilities within its jurisdiction. However, Florida Statutes require the City to project its potable water supply needs for the next 10 years, which will require close coordination with TWA to ensure future potable water supplies will be available to serve future development.

Flowing the adoption of the CFWI plan by SFWMD, the City of Kissimmee conducted a Water Supply Work Plan to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction.

As a result of developing the Work Plan, the City has been able to:

- Provide potable water demand projections that will assist the City with its planning and development actions;
- Identify alternative water supply sources that will help meet future water demand needs, consistent with the Regional Water Supply Plan;
- Identify water supply capital projects to support existing and future development; and

The Water Supply Work Plan developed a level of service standard based upon gallons per day per capita for residential and non-residential uses, as shown in Table 4-4.

Table 4-4: Potable Water Supply Standards

Land Use	Toho Water Authority (TWA) Standard
Residential	96 gpd per capita
Hotel/Motel	120 gpd per room
Commercial	0.1 gpd per gross square foot of floor area
Public or Private Schools	4.8 gpd per student
All Land Use Types	98 % of the maximum permitted capacity and minimum 20 PSI pressure will be maintained during fire flow conditions

Source: City of Kissimmee Water Supply Work Plan, 2018

One method of offsetting the effects of withdrawals on environmental resources is to provide increased recharge to the Floridan Aquifer. An area where this occurs is in the western portion of the TWA service area, west of the City. The TWA currently uses RIBs to provide treated wastewater recharge to the Surficial and Floridan aquifers when consumptive uses of reuse water are smaller than the quantity of reuse water produced. Utilization of this recharge concept also provides the benefit of minimizing impacts to wetlands through reduced flows and surface water discharge.

WATER CONSERVATION AND REUSE PROGRAMS

Voluntary residential and commercial water conservation will be achieved through the City's participation in water conservation efforts promoted and required by the SFWMD. Locally, the City must promote the use of water-saving plumbing devices including low-flow toilets, showerheads, and faucets within new developments, as well the development and expansion of reclaimed water systems.

CONSERVATION

The City of Kissimmee is working with Toho Water Authority, Osceola County and the City of St Cloud to develop water conservation strategies, including:

- Enacted restrictions on irrigation during periods of time of critical concern that are consistent with 40E-24 of the Florida Administrate Code.
- Declared that it is unlawful to use the freshwater supply for any purpose other than cooking, drinking, or bathing during an emergency (Kissimmee Code of Ordinances 15-1-6).
- Provided a list of allowable plant species, with regulations that at least 50% of all trees and bed areas with other plant material shall be native or drought tolerant (Kissimmee Ordinance 14-2-91 (B)(8)).
- Adopted the Florida Building Code (FBC) to regulate plumbing flow.
- Implemented a number of water conservation steps in the Land Development Code.
- Continues to coordinate future water conservation efforts with the TWA and the SFWMD.

TWA conducts its own water conservation programs, and employs a full-time water conservation coordinator and two part-time conservation staff. TWA's strategies include, but not limited to, the following:



- Water conservation initiative programs, including free commercial water audits, free rain sensors and installation, free pre-rinse spray valves for restaurants, free irrigation evaluations for homeowners, and free landscaping and irrigation maintenance workshops;
- Water waste resolution enforcement; and

- In-school education and presentations to civic groups and homeowners association.
- Invested in many different tools and techniques.
- Developed new customer engagement software is included in the Authority's capital budget to help customers understand their usage in real time.
- Provided Water Conservation information on the TWA website.

Reuse

Water reuse in central Florida is accomplished primarily through the use of reclaimed water for irrigation. Reclaimed water is treated wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a domestic wastewater treatment facility. Reuse is the deliberate application of reclaimed water for a beneficial purpose in compliance with the rules of FDEP and the SFWMD. Reclaimed water strategies in the regional water supply plans can include such measures as development of urban reclaimed water systems, reclaimed water system interconnections, supplemental supplies for peak flows, and aquifer storage and recovery. TWA provides reclaimed water for non-potable uses such as landscape irrigation and as cooling water for an electric-power generating plant. Within Osceola County, reclaimed water is used primarily for residential and golf course irrigation, but is also utilized for agricultural and industrial uses.

TWA operates wastewater treatment plants and reclaimed water distribution systems, including a network of 193 miles of reclaimed water distribution mains. Currently they are located along Boggy Creek Road, west of Florida's Turnpike north of Woodcrest Boulevard, and southeast of the airport along Clay Street. Reclaimed water from TWA's water reclamation facilities is either used for irrigation customers or is routed to RIBs for groundwater recharge.

As water suppliers within the Kissimmee Basin Water Supply Area are being required to increase the amount of potable water from alternative sources and to become less dependent on traditional groundwater sources, reclaimed water is looked at as an alternative to using potable water for landscape irrigation.

Alternative Water Supplies

Central Florida Water Initiative

The Central Florida Water Initiative has identified the several issues regarding water supplies. Future water demand can not be met by traditional groundwater resources alone. Groundwater withdraw within the CFWI Planning Area is approaching its limit. The expansion of withdrawals though year 2035 will create more stress on the existing areas of water resource, and will possibly damage the water resources

and related natural system. Among the 46 water bodies within the CFWI area, 10 water bodies are currently below their established Minimum Flow Levels (MFLs) of and an additional 15 water bodies are projected to fall below their established MFLs by 2035 if projected demands were to come from traditional sources.

To meet future water demand while protecting the environment and water resources, the CFWI RWSP has established various water conservation efforts, including groundwater withdrawal optimization, prevention and recovery strategies for targeted MFL water bodies, water supply project options, and water resource development project options. About 150 potential water supply project options were identified, including:

- 37 brackish/nontraditional groundwater
- 87 reclaimed water
- 17 surface water (increased from 15)
- 6 stormwater (new)
- 3 management strategies project options

These water supply project options can cumulatively meet the future water needs and provide water resource benefit.

Identified Capital Improvements



As the City is not a provider of potable water to its residents, capital improvements required to build and expand water supply facilities to serve existing and new development within the City are provided by TWA. As part of periodic updates to the Work Plan, the City will include a list of capital projects to be undertaken by TWA. As required, these projects are included in the Capital Improvements Element's Five-Year Schedule of Improvements. The tabulation of specific projects and their projected costs are located in the Data Inventory and Analysis of the Capital Improvement Element. TWA projected revenues related to water supply provision and programs are also located in the Capital Improvement Element.

Summary

The City of Kissimmee continues to grow at a rapid pace and with this growth comes an increased demand for water services. TWA is directly responsible for the planning, acquisition, development,

operation and maintenance of water and wastewater management and delivery systems, but coordination with the City is essential. Although the City will not be involved in the distribution of potable water to consumers, it is imperative that the City coordinate with TWA to ensure that the quality of potable water is maintained and improved and that adequate supplies of potable water are available for City residents.

CHAPTER 4B: SANITARY SEWER SUB-ELEMENT

INTRODUCTION

As discussed in the Potable Water Sub-Element, the City no longer provides sanitary sewer and reuse service for its residents. Domestic and industrial wastewater services are provided through a central system operated and maintained by the Tohopekaliga Water Authority (TWA), or via on-site wastewater disposal systems, such as septic tanks and package plants, which tend to serve a variety of small developments such as residential dwelling units, mobile home parks, and small commercial sites.

At the State level, the Florida Department of Environmental Protection (FDEP) is the primary agency responsible for implementing and monitoring wastewater treatment. In addition, FDEP has adopted rules for the treatment of wastewater under Chapter 62-600, Florida Administrative Code (F.A.C.). The Florida Department of Health (FDOH) regulates on-site sewage treatment and disposal system (OSTDS) installation within the State, and works cooperatively with Osceola County through the Osceola County Health Department. OSTDS systems are regulated by Chapter 64E-6, F.A.C.

A sanitary sewer treatment system involves a collection, treatment, and distribution system. Wastewater collected through central collection systems, or sanitary sewer lines, from residences or businesses are directed to wastewater treatment plants. TWA's system within the City consists of four wastewater treatment facilities (also known as water reclamation facilities (WRFs). The TWA system, as a whole, has over 300 wastewater pump stations, and over 200 miles of reclaimed water distribution mains, including several miles of interceptor and gravity lines, force mains and effluent disposal facilities in the City.

The TWA owns, maintains, and operates the central sanitary sewer system that serves both residential and non-residential customers in the City. The number of total wastewater customers in the TWA service area is over 71,000, and TWA treats approximately 21 million gallons of wastewater daily for their 10,000 reuse water customers.

Table 4-5 below displays the domestic wastewater facilities serving the City of Kissimmee.

Table 4-5: Central Domestic Water Reclamation Facilities serving the City, 2009

Name	Treatment Process Summary	Capacity (MGD)	DW Class	Permit Issue Date	Permit Expiration Date
TWA - South Bermuda	E-A Dual Oxidation Ditch/Flow Equalization; Reuse To Imperial & Daniels Rib Sites	8.5	IA	7/21/2003	7/17/2008
TWA - Sandhill Road WWTF	Oxidation Ditch W/ Flow Equal & Filters W/Effluent to 2mg Storage Tank and 6 Ribs	6	IIIC	5/12/2008	5/11/2013
TWA - Camelot S/D WWTF	Anox/Oxic Activated Sludge/Surge Control Filters/Reuse To Ponds/Sprayfield/G.C.	5	IA	7/16/2007	7/15/2012
TWA - Parkway WWTF	Extended Aeration WWTP W/Surge Filters, 2 Perc Ponds, Public Access Irrigation	1.5	IB	3/19/2009	3/16/2014

Source: FDEP, 2009.

Note: Domestic Wastewater Class Descriptions

IA: Advanced Wastewater Treatment (AWT): flow >= 3 MGD

IB: AWT: 0.5 MGD <= flow < 3 MGD

IC: AWT: no flow < flow < 0.5 MGD

IIC: Act Sludge/Cont Stab: no flow < flow < 1 MGD

IIIC: Extended Aeration: 0.025 MGD <= flow < 2 MGD

IIID: Extended Aeration: no flow < flow < 0.025 MGD

Table 4-6 below identifies the design capacity, and potential capacity, of existing WWTFs serving the City. The table also indicates the current average daily flow and the reuse system's average daily flow.

Table 4-6: Wastewater Treatment Facility Capacity and Average Daily Flow

Domestic Water Reclamation Facility (WRF)	Existing Design Capacity	Current Average Daily Flow	Surplus Capacity	Potential Facility Capacity	Reuse System Average Daily Flow
South Bermuda	13.0	9.4	3.6	27.0	9.4
Sand Hill	6.0	3.5	2.5	16.0	3.4
Camelot	5.0	3.4	1.6	5.0	3.0
Parkway	1.5	0.9	0.6	2.5	0.9
TOTAL	*25.5*	*17.2*	*8.5*	*50.5*	*17.2*

All figures in million gallons per day (MGD).



Wastewater treatment facilities are not always connected to a central system of mains, pipes, and treatment units. These isolated facilities are of two main types: package plants, OSTDS (septic tanks). Most package treatment plants in the Kissimmee area have a treatment capacity of less than 100,000 gallons per day. Effluent is usually chlorinated and distributed to polishing or percolation ponds. Some of the larger facilities use treated effluent for irrigation purposes. Package treatment plants must be designed to a quality level that will allow for the future connection to a publicly owned central sewer system. For these systems, wastewater disposal may be expressed in terms of minimum estimated flow guidelines used by the FDEP for reviewing sewage facility applications. These guidelines, which consider land use and defined service areas, are used to assure the provision of minimum levels of service.

On-site Sewage Treatment and Disposal Systems (OSTDS) are more commonly known as septic tanks, and are located in a few remaining areas throughout the City. Since the City does not permit new development to occur without connecting to a central sewer system, the likely locations for septic tanks would be older developments recently annexed by the City, and which are not located near a central sewer main. The soils underlying the City tend toward severe limitations for septic tank absorption fields, hence the near universality of central systems within the City and mandatory connection to them.

Analysis of Future Sanitary Sewer Demands and Capacity

Future Demands

The City's demand for wastewater flow and capacity will increase over time as the population grows and development continues. Table 4-7 below uses the population projections in the Future Land Use Element, and the City's potable water Level of Service Standard yield an average daily demand. The results indicate adequate wastewater treatment capacity through the planning horizon at the South Bermuda facility.

Table 4-7: Future Wastewater Treatment Facility Capacity and Average Daily Flow Demand for the South Bermuda WWTF

Quantities	2015	2020	2025	2030	2035	2040	2045
Population	65,422	74,560	82,688	88,416	91,392	92,416	92,445
Average Daily Potable Water/Wastewater Demand (gallons per capita)[1]	96	96	96	96	96	96	96
Average Daily Demand (MGD)	6.3	7.2	7.9	8.5	8.8	8.9	8.9
South Bermuda WW Capacity (MGD)	27	27	27	27	27	27	27
Surplus Treatment Capacity	**20.7**	**19.8**	**19.1**	**18.5**	**18.2**	**18.1**	**18.1**

Source: TWA, 2010, Cambridge Systematics, 2018.

Facility Needs and Planned Improvements

The TWA's wastewater treatment system for the City is projected to meet the anticipated demand for wastewater treatment capacity, and is not anticipating any improvements to facilities serving the City, at this time.

Summary

The City no longer collects, treats, or disposes of wastewater, however planning and assessments of facilities are still needed. The City will continue to coordinate with the TWA, Osceola County, other local utility providers, and the FDEP to ensure adequate wastewater treatment capacity exists to serve the City, without compromising the health of residents or the natural environment. These regional partnerships will also ensure the continued utilization of reuse water for non-potable uses, which promotes the conservation of valuable groundwater resources.

Projected growth in the City of Kissimmee is not projected to outstrip TWA's ability to provide adequate treatment capacity to wastewater customers within the City. Additionally, as wastewater demand increases toward 75 percent of permitted facility capacity, TWA begins to design upgrades to the facility needed to accommodate increased flows.

Chapter 4C: Aquifer Recharge Sub-Element

An aquifer is a geologic unit that has the ability to store and transmit water, and may be tapped with wells to provide useable water supplies, while groundwater is the water located in an aquifer. Accessed by wells, groundwater is the most common source for potable water supplies in the State.

[1] Non-residential uses are not included.

GROUNDWATER AND AQUIFERS

There are two such aquifers in the geology underlying the City: the Surficial Aquifer, and the Floridan Aquifer. The Surficial Aquifer reaches a sub-surface depth of approximately 25 feet, while the top of the Floridan Aquifer lies between 400 and 1,000 feet below the City's surface. The two geologic areas are separated by a confining layer of low-permeability sandy clay, silt, phosphorite sand, and phosphatic limestone. This layer, the Hawthorne Group, is 25 feet thick under Kissimmee, and restricts the vertical movement of water between the two aquifers.

FLORIDAN AQUIFER SYSTEM

Of the two aquifer systems present in the City, the Floridan Aquifer has greater significance, since it supplies nearly 90 percent of all groundwater used within the County for domestic, agricultural, or industrial purposes, and nearly 100 percent within the City. Water quality varies by depth and location, but the SFWMD considers the aquifer to be in good condition in the City's vicinity. Generally, as the depth increases, the level of mineralization increases, which is a symptom of low-quality potable water. The maximum water yield capacity for this aquifer is not available.

SURFICIAL AQUIFER SYSTEM

The Surficial Aquifer System underlies the entire county, but only contributes a small percentage of overall supply. In the City, this source is almost entirely unused, due to the presence of very fine-grained surficial sediments that penetrate and clog screened wells. In spite of this condition, the water quality is considered "good" by the SFWMD. Recharge of this system occurs through rainfall percolation, as well as seepage from surface waterbodies.

The City's individual domestic well users tap into the Surficial Aquifer, because the shallow depth leads to lower costs of digging wells. Some users also tap this system for irrigation use.

REGULATIONS

State and Regional

The FDEP has the responsibility for establishing and enforcing water quality standards for water supplies in the State. In implementing the Florida Safe Drinking Water Act (Chapter 403, Florida Statutes), the FDEP has developed rules classifying aquifers and regulating their use (Chapter 17-22, Florida Administrative Code). FDEP has also established guidelines for facilities that discharge to surface waters (Chapter 17-4.245, Florida Administrative Code), and which inject materials directly into groundwater (Chapter 17-28, Florida Administrative Code).

In addition to identifying the nature and extent of groundwater resources, the SFWMD implements regulatory programs for managing the State's water resources. The District regulates and manages groundwater through consumptive use permits (CUPs) for public water supplies, industry, and golf course irrigation. The District regulates and issues well construction permits for wells at least six inches in diameter. The SFWMD also has a set of water use restrictions for the conservation of water resources during times of drought. Droughts are defined by their severity, and a set of phased water restrictions is enforced according to the severity of the drought. Additionally, the SFWMD has recently mandated that all residential and commercial irrigation is only allowed twice per week.



The City and the County both have on-site stormwater retention requirements that are relevant to aquifer recharge. Additional discussion of these stormwater management levels of service are contained in the Stormwater Management Sub-Element.

GROUNDWATER RECHARGE

Groundwater recharge is the hydrogeologic process by which aquifers are replenished. Recharge occurs when water infiltrates, or percolates, through the land surface and flows into the groundwater. Recharge areas are the land surface in which infiltration occurs. Due to geologic processes, and time, a recharge area is not always located directly above the aquifer it is recharging.

The protection of recharge areas is critical in locations that rely on aquifers as the sole source of drinking water. Well-drained areas are often subject to alteration by development since these areas are typically prime land. Impervious surfaces including roads, roofs, and parking areas also reduce the area available for percolation, which reduces the rate of aquifer recharge. The quality of the water percolating into the aquifer may in turn compromise groundwater quality. Soils absorb contaminants, which may be transmitted via percolation into the groundwater supply, impacting potable water resources. Solid waste and hazardous waste facilities, underground storage tanks, and septic systems all have the potential to contaminate groundwater sources.

The City is generally located within a moderate to poor recharge area, and tends to only contribute less than four inches of recharge per year. The City does not have any areas with high rates of groundwater percolation. These areas exist further to the west in Osceola County.

PROTECTION OF GROUNDWATER RESOURCES

The Floridan Aquifer System provides a supply of freshwater, including the source for the Tohopekaliga Water Authority (TWA) serving the City. For those on individual wells, low-to-moderate yields are

provided from the Surficial Aquifer. Aquifer contamination is most likely in areas with high rates of groundwater recharge, which the City does not have. Regardless, this condition is due to the relative thinness of the confining layer above the Floridan aquifer.

Conservation of groundwater supplies are critical, and will continue to remain so, in the maintenance of not only potable water supplies, but also the maintenance of surface water flows and water levels within environmentally sensitive wetland habitats. The City coordinates with Osceola County, TWA, the SFWMD, and the FDEP regarding water conservation measures and water supply demand.

SUMMARY

The protection of groundwater resources is directly linked to the regulation of stormwater, and the conservation of potable water resources. Additional information regarding both groundwater supplies, and the protection of groundwater quality through stormwater management, can be found in the Potable Water Sub-Element and the Stormwater Management Sub-Element, respectively.

The City's anticipated future development pattern with more mixed uses and higher densities has the potential to reduce the City's overall per-capita consumption of groundwater, by allowing greater recharge through a reduction in impervious surfaces required of typical suburban development patterns.

CHAPTER 4D: STORMWATER MANAGEMENT SUB-ELEMENT

INTRODUCTION

Water flowing overland, and into and through natural and constructed conveyance systems during and immediately following a storm event is called stormwater runoff. Stormwater management refers to the comprehensive strategies for dealing with the effects of changes in total runoff, peak flow, and water quality. Stormwater management is important to address flood prevention and protection, as well as pollutant control. Stormwater carries pollutants that are washed from impervious surfaces during rainfall, and may include bacteria, fertilizers, motor oil, metals, and trash. The central premise of managing stormwater is to ensure that the hydrology of an area after development is similar to that present before the development occurs.

Stormwater regulations are established in the Comprehensive Plan and the Land Development Code, and the City must coordinate with the EPA, the FDEP, the Department of Economic Opportunity (DEO), the SFWMD, and the County. Section 402 of the Clean Water Act, and Chapters 17-40, 62-25, and 62-40 of the Florida Administrative Code (F.A.C.) form the regulatory framework of those agencies. It is through these regulatory mechanisms that the City is able to address flooding prevention and the protection of water resources and wildlife habitat that stormwater management may provide the community. The City's Land Development Code includes numerous ordinances addressing open space, tree protection, landscaping, flood damage prevention, and reduction of flood hazards.

The City's Stormwater Division maintains structures designed to collect, convey, hold, divert, or discharge stormwater. This includes storm sewers, canals, ditches, culverts, detention structures, and retention structures. Stormwater Division crews routinely clean stormwater inlets, pipes, and mow retention/detention areas to help ensure the City's stormwater management system runs properly.

All of the rain that falls in the City of Kissimmee either goes into the ground or into the City's stormwater system. The rainwater enters the stormwater system through inlets and is transported to retention/detention ponds by a network of swales and pipes. While the stormwater is in the ponds, heavy metals and suspended sediment fall out of the water. The stormwater is discharged once the pond reaches a certain level. The water that leaves the pond goes through a series of pipes until it reaches one of the main ditches/waterways. These then discharge the stormwater and any remaining pollution into Lake Tohopekaliga.

There are six watersheds located within the City, including Shingle Creek, Mill Slough, Bass Slough, East City Ditch, West City Ditch, and Downtown. The Tohopekaliga Basin (part of the Upper Kissimmee River Basin) is the basin into which all surface waters in the City eventually flow.

Natural Drainage Ways

The City is located in the Upper Kissimmee River Basin, which is under the jurisdiction of the SFWMD. The "urban" portion of the basin in which the City is located extends generally from the southern shore of Lake Tohopekaliga north to the County line.

Dredge and fill activities have significantly altered the original hydrography of the area. Soils in the City are primarily associated with high water tables, and these are coupled with a weakly cemented sand layer about 1.5 to 3 feet deep. This combination of soils in the City means that surface water tends not to percolate quickly. The *Soils* Map identifies the soil types located in and around the City, and the *Floodplain and Topography Map* demonstrates the gentle slope of topography from the northern part of the City toward Lake Tohopekaliga. These maps can be found in the Conservation Element.

Lake Tohopekaliga

This large, shallow lake on the City's southern border covers 21,400 acres and receives inflow primarily from Shingle Creek to the north, and from East Lake Tohopekaliga via the St. Cloud Canal to the east. The lake flows out southward through the Kissimmee Chain of Lakes, which eventually flows into Lake Okeechobee and into the Everglades. The Lake was altered as early as the 1880s with the construction of several canals to link nearby lakes. Other inflows to the Lake have been channelized, and the lake now receives about one-third of its total flow through channelized streams and ditches. Shingle Creek, the St. Cloud Canal, and rainfall contribute the majority of the flow, with the remainder flowing from minor basins and groundwater seepage.

Mill Slough

Mill Slough is a natural drainage system with a watershed area of 11.6 miles. Its northernmost reach is in Orange County, and flows south through developed areas of Osceola County and the eastern portion of City before flowing into Lake Tohopekaliga. Of the total watershed, about 20 percent was developed prior to the regulation of stormwater discharge, which began in the 1980s. A study in the late 1980s identified deficiencies in the City's stormwater infrastructure in this area, and the City responded with increased investment in stormwater conveyances and structures to better manage stormwater runoff and flood control in the areas around Mill Slough.

Shingle Creek

Considered the headwaters of the Everglades, Shingle Creek runs through the western portion of the City through Osceola County from Orange County south to Lake Tohopekaliga. The Creek's headwaters are in Orange County, and the waters flow south along the western edge of the City. The Shingle Creek watershed within unincorporated County areas and the City is 90 percent undeveloped.



In the past, the Creek was found to have high concentrations of nutrients, primarily resulting from effluent discharge from local sewage treatment plants. These effluent discharges have been eliminated, and no point sources of pollution exist along the Creek. The water is, however, still susceptible to urban stormwater runoff from both the City, and further upstream in Orange County. The basin includes both the US 192 and US 17-92 corridors, and those roadways' stormwater conveyances. Presently, as developments are proposed within the City, stormwater attenuation and water quality are controlled as each subdivision or commercial property is constructed, including interconnected ponds to slow water flow, and reduce nutrient loads.

The City, the County, Orange County, and the SFWMD have been coordinating on programs to protect the Creek. The SFWMD has an adopted management plan for Shingle Creek that outlines the District's management goals, which include restoration of hydrological and ecological characteristics, exotic plant control, and public access for active and passive recreational uses. Portions of the Creek that run through the City are buffered by protected Open Space land uses. In 2008, the City partnered with the County and Florida Communities Trust to acquire additional land for the Shingle Creek Recreational Preserve. As part of the project, a stormwater retention pond is planned, as are recreational improvements, including active and passive uses.

City Stormwater Drainages and Facilities

The City's location adjacent to Lake Tohopekaliga and Shingle Creek requires a system of stormwater conveyances to retain runoff during storm events. These are designed to prevent immediate discharge to surface waters. The remaining four watersheds are man-made and include Bass Slough, the East City Ditch, the West City Ditch, and the downtown culvert system. The City also maintains stormwater monitoring stations throughout the City.

Stormwater Quality and Quantity

As storm water flows over driveways, lawns, and sidewalks, it picks up debris, chemicals, dirt, and other pollutants. Stormwater can flow into a storm sewer system or directly to a lake, stream, river, creek, or wetland. Anything that enters a storm sewer system is discharged untreated into the water bodies we use for swimming, fishing, and other recreational activities. Reducing pollutant levels, including from household chemicals and sediment will improve the quality of lakes and the overall health of the ecosystem. Several principal stormwater quality problems are identified in Table 4-8 below.

Table 4-8: Stormwater Quality Concerns, Impacts, and Causes

Issue	Negative Impacts	Causes
Sediment Accumulation	Smothering of plants and animals that live on water body bottoms	Erosion; Washing cars in the road; Dumping garbage in storm inlets; Air Pollution
Turbidity in Water	Reduces plant growth and aesthetic beauty; Fish kills	Erosion; Washing cars in the road; Air pollution in the rainwater
Nutrient Enrichment	Increase in Algae and invasive aquatic plants	Decaying plants; Fertilizers; Phosphorous in car soap; Animal feces; Illicit discharge
Gross Pollutants	Reduces plant growth and aesthetic beauty; Fish kills	Littering; Illegal dumping
Heavy Metals	Stresses aquatic plants and animals; Contamination of the food chain	Runoff from roads; Swimming pool water; rusting metal; Illicit discharge
Petrol, Oils and Grease	Reduces aquatic life and aesthetic beauty	Leaks from vehicles; Maintenance of cars; Illegal dumping; Illicit discharge
High Runoff Rates	Erosion of banks; effects wetlands; causes disturbances to aquatic ecosystem	Impervious surfaces (roads, roofs, etc.) directly connected to the stormwater system

Source: City of Kissimmee, 2009.

Stormwater quality is regulated by the FDEP, specifically through Chapter 64-25 of the Florida Administrative Code.

National Pollution Discharge Elimination System (NPDES)

The National Pollution Discharge Elimination System (NPDES) program was established as the fundamental regulatory mechanism of the Clean Water Act (CWA). The CWA is the primary federal

legislation that protects surface waters, such as lakes, rivers, and coastal areas. The initial focus of the NPDES program was controlling targeted point sources, such as the direct sewer outfall that used to flow into Lake Tohopekaliga. However, studies indicated that stormwater runoff from non-point sources such as agricultural, urban areas, construction sites, land disposal, and mining areas were the leading cause of water quality impairment.

The City of Kissimmee is a regulated small municipal separate storm sewer system (MS4s) and was required to develop and implement a NPDES program by September 2, 2008, and the City has complied with this requirement. The City's Code of Ordinances and policies within the Comprehensive Plan meet the NPDES requirements for stormwater quality and runoff control, and for maintenance of stormwater systems. In addition, the City has also passed ordinances that prohibit illegal dumping and illicit discharges to the stormwater system, as required by federal regulations. To further meet the federal requirement for public education and involvement, the City's education programs help enhance public awareness of the importance of minimizing pollution to stormwater management systems.

Low Impact Development Techniques

Closely associated with the Green Building movement is the use of low-impact development techniques for development sites, which seek to maintain the existing drainage and ecosystem functions of a site. These techniques are primarily undertaken to mimic natural stormwater runoff quantity, and improve runoff quality to local surface water bodies and areas with high rates of groundwater recharge.

> Reducing pollutant levels, including from household chemicals and sediment will improve the quality of lakes and the overall health of the ecosystem.

The techniques may be structural or non-structural, and may be utilized in already developed urban areas or on sensitive sites. By taking into account the existing characteristics of a site upon which a structure is to be built, and potentially clustering impervious areas together where most appropriate, landowners and developers can contribute to resource preservation through the integration of the natural environment and the built environment, and maintain predevelopment watershed and ecological functions.

Other techniques include maintaining buffer zones and natural drainage courses, using infiltration swales, reducing impervious surfaces, and conserving open space. The use of green roofs can reduce the amount of stormwater runoff on a site, reduce the need for irrigation, and also help to insulate the roof and building against radiant heat gain. Rain gardens and constructed wetlands on a site allow for increased infiltration of water through a reduction in impervious surfaces; provide esthetically pleasing and functional landscaping that reduces the need for irrigation; and reduce impervious surfaces, contributing to a reduction in the creation of urban heat islands while also improving the quality of surface

water runoff. Green roofs, in particular, could be a solution to the stormwater mitigation problems experienced within the City's historic downtown area.

Level of Service Standards

Where permits are required by the County, State, or federal agencies, the City first requires a development applicant to provide a copy of the relevant permits prior to the approval of any construction activities. The City's adopted level of service standards for stormwater quantity, which serve as the basis for determining the availability of facility capacity and demand, are as follows:

- Limit the allowable stormwater peak discharge detained from a site to be developed or altered to pre-development or pre-alteration peak discharge for the 10-year frequency, 72 hour duration storm. Retention/detention ponds, for all sites greater than ten acres total area, to have a minimum of one foot freeboard.
- Limit velocities in any new system to a maximum of 3 feet/second or less for the 10-year storm.
- Roadway stormwater management system shall be designed for the 10-year storm event, utilizing the Florida Department of Transportation Rainfall Intensity Curves.
- The design storm frequency to be utilized for the design of pavement drainage shall be the 10 year.
- Water Quality - Wet detention for the first inch of runoff or the total runoff of 2.5 inches times the percent of imperviousness, whichever is greater. Reductions in the above volumes of 25% and 50% for dry detention and retention respectively can be applied when conditions permit. Industrial zoned projects shall provide at least 1/2 inch dry detention or retention pretreatment as part of the required retention/ detention.
- Incorporate a floodplain management standard which requires that no net reduction occur in flood storage (e.g., 100-year flood) for any development within the impacted area.
- The Land Development Code shall continue to include mandatory retention and/or detention of stormwater discharge from developed or altered sites, per Chapter 62-25, Florida Administrative Code.

The LOS standards above are based on the development regulations within the Land Development Code. The City also enforces those levels of standards set by the SFWMD for individual stormwater retention and detention facilities, and will abide by total maximum daily load criteria, upon their identification for Lake Tohopekaliga and Shingle Creek.

Projects to Maintain Level of Service Standards

Stormwater projects being implemented to maintain level of service standards include improvements to the Baffle Boxes, Master Stormwater Pond, Lavon/Hill Drainage Improvements, and Woodside Drainage Improvements, all of which are funded by the *City of Kissimmee 2017-2021 Five Year Approved Capital Budget (2017)* shown in Table 8-2 of the Capital Improvement Element.

Comprehensive Approaches to Stormwater management

In many cases watersheds extend into several governmental jurisdictions, and cooperation between local governments, especially through the use of interlocal agreements, can lead to successful achievement of common stormwater management goals. A comprehensive approach offers advantages over the site-specific approach contained in most regulations for land development, but it requires sufficient data and analysis of an entire watershed to identify the most appropriate control measures and optimum locations to control watershed-wide impacts.

The Downtown Stormwater Master Plan (Figure 4-1) encompasses much of the CRA in the City's downtown area. The Plan will ensure stormwater management is provided, but will not be required on each site as a matter of LOS and concurrency, as long as the entire area is meeting its determined LOS standard. Development and redevelopment projects will have the opportunity to contribute to the fund to implement the projects identified in the Master Plan, and may have the opportunity to reduce their stormwater loads through the use of low-impact development techniques.

Funding for Stormwater Management

The City's Stormwater Utility Fund is assessed to City residents and businesses, and was created to pay for stormwater maintenance and improvement projects within the City. The Stormwater Operations portion funds the maintenance of City ponds, culverts, ditches, and other drainage areas. Although maintenance of privately maintained ponds and ditches in subdivisions or businesses is not included, the outfalls and spillways for these must be maintained and are subject to the fee. This also includes the sweeping of all City streets to remove sediments that would otherwise find their way into the lake system and cause possible environmental issues.

Summary

The condition of the facilities is generally good, and the City's Stormwater Management Division has an ongoing schedule of maintenance. Generally, the expected life of facilities is approximately 50 years, but with regular maintenance that can be extended indefinitely. However, expansion of facilities will largely be governed by growth within the City, the areas in which the growth occurs, and the extent of plans for master stormwater systems within the City.

Projects completed, including improvements to existing conveyances, and facility upgrades associated with road construction activities, as well as enforcement of existing regulations not only manage existing conditions, they also serve as components of the City's overall system that will be in place for decades.

CHAPTER 4E: SOLID WASTE SUB-ELEMENT

This sub-element details the existing facilities servicing the City and provides data and analysis regarding future needs for solid waste collection and disposal.

INTRODUCTION

The City's Department of Sanitation is responsible for waste collection and disposal activities within the City.

WASTE COLLECTION AND DISPOSAL

The City does not operate or maintain disposal facilities or transfer stations for solid waste. The City of Kissimmee operates and maintains solid waste collection services for single-family residential uses. Only City residents are provided service by the City's collection system. Non-residential and multifamily residential collection services are supplied by a vendor through an exclusive franchise agreement with the City. They collect solid wastes from commercial dumpsters and "roll-offs" within the City limits.

Since 2011, the City has provided curb-side collection of recyclable materials. The Osceola County Solid Waste Office also encourages recycling efforts by providing recycling drop-off facilities at four locations without charge to County residents.

All municipal solid waste (MSW) collected in the City (residential and non-residential) is transferred to the J.E.D. Solid Waste Facility. Prior to arrival at the landfill, MSW is tipped at the City of St. Cloud Transfer Station. Although hazardous materials are not collected by the City, a public drop-off is located at the Bass Road Facility, which is also a site of a drop-off collection center for household recyclable materials. Household chemical wastes are also collected at the City of St. Cloud Transfer Station.

Completed in 2004, a privately owned and maintained Class I Solid Waste Disposal Landfill, the J.E.D. Solid Waste Facility in Holopaw, is capable of servicing MSW disposal needs for all county residents for 30 years (2034), based on current rates of waste disposal. (See below for discussion of levels of service). Land is reserved for supporting facilities and required buffer areas, and the maximum height of the landfill is limited to 330 feet. Hazardous wastes are not accepted at this facility, but construction and demolition debris is accepted.

Future Demand and Capacity Assessment

As noted in the Future Land Use Element data inventory and analysis, the projected population in 2045 will be 92,445 permanent residents. Table 4-9 below identifies the projected rates of MSW production within the City, using the 2008 rate of 2.7 pounds per capita per day, and the projected population figures.

Table 4-9: Projected Rates of Residential Solid Waste Production

	2015	2020	2025	2030	2035	2040	2045
Projected Population	65,422	74,560	82,688	88,416	91,392	92,416	92,445
Waste Generated (in tons)	130,844	149,120	165,376	176,832	182,784	184,832	184,890

The data indicates that if the rate of waste generation remains the same, the total quantity of waste generated in a year will remain within the threshold set by the adopted level of service standard of 5.1 pounds per capita per day.

The projected demand takes into account the production of wastes from residential (single family) uses only. Non-residential wastes are not collected by the City, and data regarding their rates of waste production are not available.

Level of Service Standard

The City currently has an adopted level of service of 5.1 pounds per capita per day. The City does not currently have an adopted level of service standard for a rate of waste generation for non-residential uses. This does, however, mean that a method by which to track non-residential waste production should be established.

Summary

In addition to the coordination of level of service standards, the City will continue to encourage the recycling of household recyclables to reduce the City's landfill-bound waste stream. The City will also continue to coordinate with the County and private hauling companies to monitor the generation of waste and methods by which to reduce rates of waste production and burial, should the need arise.



5 CONSERVATION

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Conservation

~~*prepared for*~~

~~City of Kissimmee~~

~~*prepared by*~~

~~**Cambridge Systematics, Inc.**~~
~~2101 West Commercial Boulevard, Suite 3200~~
~~Fort Lauderdale, FL 33309~~

~~*date*~~*Amendments:*

Amended February 2026; Amendment No. 25-01ER
November 2018

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Conservation Element pursuant to §163.3177(6)(d), Florida Statutes.

GOAL 5.1: CONSERVATION.

Conserve, protect, and appropriately manage the natural resources within the corporate limits of the City in order to enhance the quality of natural systems, including Lake Tohopekaliga, Shingle Creek, and Mill Slough, as well as associated floodplains, wetlands, flora, and fauna, the surficial and Floridian aquifers, and other natural resources, as below directed.

OBJECTIVE 5.1.1: PROTECT AIR QUALITY.

The City shall meet or exceed the minimum air quality standards established by the Florida Department of Environmental Protection (FDEP).

POLICY 5.1.1.1: AIR POLLUTION AND LAND USE REGULATIONS.

The City shall continue to protect against loss of air quality by maintaining land use controls that promote only activities compatible with existing land uses and natural systems and prohibit activities that generate air pollutants and other adverse impacts. The City's Land Development Code shall continue to require that air pollutants (smoke, certain greenhouse gases, particulate matter, odor, and toxic matter) comply with FDEP standards.

POLICY 5.1.1.2: AIR POLLUTION MONITORING PROCEDURES.

The City shall continue to work with FDEP, MetroPlan Orlando, and other organizations to improve air quality in the region.

POLICY 5.1.1.3: COMBAT EROSION AND GENERATION OF DUST PARTICLES.

Land Development regulations shall maintain performance standards that combat erosion and generation of fugitive dust particles. The regulations shall require that measures be taken on building sites or cleared areas which assure that exposed, destabilized, or other altered soil is expeditiously covered with an acceptable erosion control material, per construction and development best management practices.

OBJECTIVE 5.1.2: WATER QUALITY.

The water quality regulations established by the South Florida Water Management District (SFWMD) shall be enforced by the City, in order to protect the quality of current and projected

future water sources and surface water run-off. The City shall maintain water quality regulations in accordance with Chapter 4A: Potable Water Sub-Element of the Public Facilities Element.

POLICY 5.1.2.1: PROTECTION OF CLASS III WATER BODIES.

Class III Waters are waterbodies that currently support recreation and foster the maintenance of fish and aquatic wildlife. All lakes and major tributaries within the City of Kissimmee, including Lake Tohopekaliga, Shingle Creek, and Mill Slough, are Class III waters. These waters shall be protected by maintaining the following provisions in the City's land development regulations:

1. Dredging activities shall be limited to Florida Department of Environmental Protection (FDEP) approved dredging.

2. Ensure water quality by coordinating with the FDEP and the SFWMD in maintaining records of stormwater management practices, usage, construction and maintenance costs, and any required monitoring of selected stormwater management facilities. The City shall notify the appropriate agency with jurisdiction as potential issues or problems are identified by the City.

3. Limit the use of Class III waters to water dependent activities that are not contrary to the public interest and satisfy a community need.

4. Where modification of grassbeds is permitted the City shall assure that:

a. A determination of overriding public interest has been demonstrated by the applicant prior to modification of grassbeds.

b. Project run-off, including nitrogen, phosphorous, and other nutrients, shall be controlled to prevent an increase in water turbidity, decrease in fish or aquatic wildlife propagation, or other degradation of water quality.

c. Projects damaging grassbeds during construction shall incorporate mitigative techniques that re-establish conditions favorable to natural regeneration of the grassbeds.

d. Special attention shall be given to stipulations cited in (1) through (3) above during the development review process. The City shall coordinate closely with State and federal agencies during the permitting processes to insure that the intent of these policies is carried out.

POLICY 5.1.2.2: COORDINATION WITH WATER RESOURCE AGENCIES.

The City of Kissimmee shall continue to coordinate with appropriate agencies to protect the quality of the City's water resources, including:

1. The City of Kissimmee shall continue to cooperate with the Florida Fish and Wildlife Conservation Commission's (FFWCC) Lake Tohopekaliga fisheries management efforts, which includes a lake restoration program. The restoration program involves periodic drawdowns of lake waters for removal of organic sediment.

2. The City of Kissimmee shall continue to cooperate with the U.S. Army Corps of Engineers which serves as the lead agency in an ongoing water quality enhancement program impacting Shingle Creek.

3. The City of Kissimmee shall continue to promote land acquisition programs to purchase property rights in the vicinity of portions of Shingle Creek, and Reedy Creek within and nearby Kissimmee for the purpose of conserving and protecting environmentally sensitive lands. Purchase of this property is intended to enhance floodplain protection, water management, water supply, and water resource protection efforts, while allowing for appropriate recreation and open space uses.

4. The City shall also continue to coordinate with the East Central Florida Regional Planning Council (ECFRPC) and the FDEP in matters regarding documentation of:

    a. Stormwater best management practices;

    b. Stormwater facility construction and maintenance costs; and

    c. Monitoring of selected stormwater management facilities.

    5. The City shall continue to coordinate with the ECFRPC, FDEP, the SFWMD and other entities to educate the general public on the nonpoint source pollution problems and available stormwater management practices to abate nonpoint source impacts on water quality.

POLICY 5.1.2.3: REGULATE AGRICULTURAL ACTIVITIES TO PRESERVE WATER QUALITY.

The City shall continue to ensure that any agricultural activities shall:

1. Not be conducted adjacent to existing waterways and surface water management activities and shall comply with all applicable policies of the FDEP, SFWMD, and other agencies having appropriate jurisdiction as well as State laws;

2. Maintain natural drainage patterns;

a. Promote the use of alternative surface water supplies for irrigation purposes;

b. Prohibit the expansion of agricultural activities into wetland areas; and

c. Use best management principles and practices in order to reduce pesticide and fertilizer run-off, prevent soil erosion, and preserve water quality.

POLICY 5.1.2.4: REGULATE WASTEWATER TREATMENT DISCHARGE TO PRESERVE WATER QUALITY.

The City shall continue to implement the following performance standards in order to protect water quality:

1. All new residential subdivisions as well as multiple family and non-residential development within the City of Kissimmee shall be required to connect to the public wastewater system pursuant to Chapter 10-5 of the Code of Kissimmee.

2. In areas where developments cannot be connected to the public wastewater system, private wastewater disposal systems are acceptable as interim measures providing such facilities are approved by the City Water Resources Director's office. Notwithstanding, all private wastewater disposal systems shall be designed to facilitate mandatory hookups to the public wastewater system when the public system becomes available.

3. The City of Kissimmee shall promote application of innovative concepts in wastewater collection and disposal including wastewater reuse through such programs as use of "graywater" for spray irrigation and other non-potable uses.

POLICY 5.1.2.5: SHORELINE PRESERVATION.

The City shall continue to require that all new development preserve native vegetation and re-vegetate areas of the shorelines of Lake Tohopekaliga, Shingle Creek, Mill Slough, and the City Ditch, where erosive tendencies are present, with native species to reduce erosion.

POLICY 5.1.2.6: SHORELINE SETBACKS.

In addition, the City of Kissimmee shall continue to protect the floodplain of Shingle Creek, the East and West City Ditch, and Mill Slough by requiring that any development maintain a minimum 150 foot setback from the edge of these riparian and drainage waterbodies. The City Engineer shall maintain authority to require greater setback for purposes of protecting floodplains and other environmentally sensitive areas which require a greater setback for purposes of floodplain protection and preservation.

Policy 5.1.2.7: Protect Surficial Aquifer Recharge Areas.

The City of Kissimmee shall continue to require the incorporation of open space and/or pervious surfaces in order to preserve the quality of water resources within the surficial aquifer.

Policy 5.1.2.8: Wellfield Protection.

The City shall continue to enforce the city's wellfield protection ordinance, as amended from time to time, to prevent future intrusion of groundwater contaminants into the Floridian Aquifer wellfield areas, create buffer zones around wellfields, and controlling land uses around wells.

Policy 5.1.2.9: Low-Impact Development Techniques.

The City shall continue to encourage the use of low-impact development techniques for on-site stormwater quality improvements for all land development and redevelopment projects.

Objective 5.1.3: Water Quantity.

The City shall continue to maintain its adopted level of service standard in order to conserve the availability of current and future water sources.

Policy 5.1.3.1: Conservation of Potable Water Supply.

In order to conserve the potable water supply and to achieve a reduction in the current rates of water consumption, the City shall continue to enforce the following performance standards:

1. Where non-potable alternative sources of irrigation water are available, potable water supplies may not be used to meet irrigation needs.

2. Encourage adherence to water saving plumbing fixtures in all new construction or renovations. Also, the City of Kissimmee shall conserve water supply through use of a leak detection program designed to curtail wasteful loss of potable water resources.

3. In order to reduce demand for irrigation water, new development shall employ and/or preserve native vegetation, or use other drought resistant plants for landscaping to the greatest practicable extent. Native Florida plants shall be promoted where possible. Where a non-potable water source is available for irrigation, more highly water dependent vegetation may be used.

POLICY 5.1.3.2: DEEP AQUIFER WATER CONSERVATION.

In order to protect the quantity of the Floridan aquifer, the City shall continue to coordinate with the SFWMD and other applicable regulatory agencies in identifying free flowing deep aquifer wells and in requiring corrective measures which control the discharge of water from deep aquifer.

POLICY 5.1.3.3: FUTURE WATER DEMAND.

The City's 10-Year Water Supply Facilities Work Plan shall be reviewed and updated as needed to correspond with the Regional Water Supply Plan~~, dated 2015~~. The City's 10-Year Water Supply Facilities Work Plan shall include a minimum 10-year planning period to ensure potable water demands are considered, and groundwater quantity is adequate, to support projected demand. The City shall coordinate with TWA regarding the anticipated water demand and available supply.

POLICY 5.1.3.4: EMERGENCY CONSERVATION OF WATER SOURCES.

The City shall continue to coordinate with the SFWMD in implementing emergency water conservation measures based on the SFWMD plans for management of the region's water resources.

OBJECTIVE 5.1.4: MAINTENANCE OF FLOODPLAIN.

The City shall continue to preserve floodways and prohibit their reduction in the available storage to the floodplain in order to protect and maintain their flood-carrying and flood storage capacity.

POLICY 5.1.4.1: ENFORCE POLICIES TO MAINTAIN FLOODPLAIN.

The City shall continue to provide that flood control measures for new development minimize fill within the 100-year floodplain. All development within the floodplain shall be consistent with all federal, state and local rules.

POLICY 5.1.4.2: MINIMIZE FLOOD DAMAGE.

The City's stormwater management and flood protection policies and regulations shall maintain consistency with program policies of the Federal Insurance Administration. The City shall continue to monitor new cost effective programs for minimizing flood damage. Such programs may include modification in construction setback requirements or other site design techniques, as well as upgrade building and construction techniques to protect against flood hazards.

OBJECTIVE 5.1.5: PROTECT AND PRESERVE WETLANDS.

The City's wetlands shall continue to be protected and preserved from physical and hydrologic alterations.

POLICY 5.1.5.1: WETLAND DEVELOPMENT RESTRICTIONS.

Wetlands (i.e., wetlands shall include hydric soils and wetland species identified by the Florida Department of Environmental Protection (FDEP)) shall be protected from physical or hydrologic alterations in order to maintain natural functions. Development in designated wetlands shall be limited to passive recreation, open space, restricted accessway, bird sanctuary, natural stormwater retention/detention and natural preserve, in accordance with the City's Conservation Overlay regulations in the Land Development Code. At a minimum, encroachment into a designated wetland shall be limited by the 50 foot wetland buffer, and shall be mitigated in accordance with current South Florida Water Management District and FDEP policy.

POLICY 5.1.5.2: LITTORAL ZONES.

A vegetated littoral zone shall be established around functional wetlands occurring on all property, excluding beaches, seawalled areas, and navigation areas.

OBJECTIVE 5.1.6: COMBAT SOIL EROSION.

Continue to reduce the incidence of soil erosion caused by land clearing, breaches in stabilized shorelines, and lands having exposed soil without vegetative cover by utilizing best management practices identified by the Florida Department of Environmental Protection.

POLICY 5.1.6.1: IMPLEMENTING EROSION CONTROL.

The City shall continue to specify appropriate measures to be taken during land clearing and building operations to assure that exposed, de-stabilized or otherwise altered soil is expeditiously covered with an acceptable erosion control material. These provisions shall be applicable to the act of subdividing and installation of related improvements as well as during the development review process including the period during which improvements are being undertaken. Tree protection and erosion control measures shall be applicable to all clearing and grading activities and shall include specifications for managing vegetation and re-vegetation.

OBJECTIVE 5.1.7: PREVENTING POTENTIAL ADVERSE IMPACTS OF FUTURE MINING AND EXCAVATION ACTIVITIES.

No mining activities shall be permitted within the City of Kissimmee due to the presence of natural systems that would potentially receive irretrievable losses from the impacts of such operations.

Policy 5.1.7.1: Prohibition Against Mining Activities.

Land development regulations shall prohibit mining activities based on the irretrievable losses which such intense activities may potentially impose on the City's ecosystem

Policy 5.1.7.2: Reclamation Activities.

The City shall require that mining sites, including borrow pits, located within unincorporated Osceola County undergo reclamation as a condition of voluntary annexation. The procedures and specifications for achieving such reclamation shall continue to be included in the land development regulations.

Objective 5.1.8: Protect Native Vegetation.

The City shall continue to protect and retain native vegetation, including hardwood swamps and freshwater marshes, particularly the hardwood hammock community and wetlands along the shoreline of Lake Tohopekaliga, Shingle Creek, Mill Slough, and the City Ditch.

Policy 5.1.8.1: Implementing Protection of Vegetative Communities.

The City shall continue to maintain tree protection and land clearing regulations, as well as landscape regulations and shoreline protection rules, which shall be used in managing and protecting the impacts of development on hardwood swamps and freshwater marshes. The regulations shall mandate fair and equitable restoration and/or compensatory mitigative measures in order to compensate for loss of vegetation and to enhance stabilization of fragile slopes and/or shorelines.

Objective 5.1.9: Protecting Fisheries, Wildlife and Wildlife Habitats and Other Environmentally Sensitive Areas.

The City shall continue to coordinate with Osceola County, the South Florida Water Management District (SFWMD), and the State in protecting fisheries, wildlife, and wildlife habitat.

Policy 5.1.9.1: Manage the Impacts of Development on Fisheries.

The City of Kissimmee shall continue to coordinate with the SFWMD, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Environmental Protection, as appropriate, in reviewing the implications of development proposals, including proposed subdivisions and site plan review petitions. Such coordination shall be designed to assist in identifying potential adverse impacts of proposed development on fisheries. The City shall continue to enforce performance standards that are designed to preserve the water quality within Lake Tohopekaliga, and which protect aquatic grassbeds and in order to preserve aquatic habitats and fisheries.

Policy 5.1.9.2: Protect Wildlife and Wildlife Habitats.

The City shall continue to enforce provisions that restrict development activities known to adversely impact endangered, threatened, or rare wildlife and wildlife habitats as well as wildlife and wildlife habitats of special concern. The City shall continue to further protect wildlife and wildlife habitats by use of conservation easements.

Policy 5.1.9.3: Designation of Natural Reservations.

Natural reservations shall be designated as Conservation land uses on the Future Land Use Map.

Objective 5.1.10: Hazardous Waste Management.

The City of Kissimmee shall continue to coordinate with Osceola County as well as appropriate Federal, State and regional agencies for managing hazardous waste.

Policy 5.1.10.1: Managing Hazardous Waste.

The City shall adhere to the provisions set forth in the Resource Conservation and Recovery Act (RCRA) (U.S. Congress, 1976) and its amendments in order to protect potable water supplies, environmentally sensitive soils, native vegetation, and air quality from the harmful effects of hazardous wastes. The City shall continue to work with the County and appropriate State and regional agencies in identifying industries which use hazardous materials or generate hazardous wastes.

Objective 5.1.11: Encourage the Conservation and Appropriate Use of Energy.

The City of Kissimmee shall continue to monitor state-of-the-art concepts for managing energy resource conservation and reducing greenhouse gas emissions. Consider application of those concepts that have been demonstrated to be successful and cost effective in resolving development and conservation issues.

Policy 5.1.11.1: Energy Supply.

Promote an adequate, flexible, reliable, economical and environmentally sound future supply of energy. The City of Kissimmee shall continue to:

- Assist in developing and improving the availability of accurate cost-effective information concerning energy supplies available to the region and County.
- Assist in promoting diversification of energy sources by encouraging a safe and orderly transition from diminishing petroleum resources to alternative, and/or cleaner burning energy technologies as they become available.

- Promote orderly transition from present non-renewable fuels to renewable energy sources and consumption patterns.

- Work with the State, East Central Florida Regional Planning Council (ECFRPC) and Osceola County to promote use of demonstrated cost efficient energy technology employing resource recovery systems and recycling efforts which reduce greenhouse gas emissions and total energy use, reducing depletion of natural resources.

POLICY 5.1.11.2: USE OF ENERGY.

The City shall continue to:

- Consider the effectiveness of total energy use by promoting practices that are cost effective and less energy-intensive.

- Promote practices that ensure that each form of energy is used to do work for which it is best suited

- Recognize the energy services provided by natural features of the environment, including landscape, sun and wind, and promote site development and resource management that complements or substitutes for energy-intensive technologies.

- Encourage citizens to undertake individual and group actions to conserve energy and other resources and assist in providing knowledge of techniques for achieving this objective.

POLICY 5.1.11.3: MANAGEMENT OF ENERGY SUPPLIES AND USE.

The City shall continue to:

- Promote management of energy supplies and use which is consistent with environmental quality, health, safety, social, and economic well-being of the public.

- Minimize the emission of greenhouse gases by encouraging the appropriate use of energy.

- Recognize and assist in meeting the minimum energy needs of the City.

- Assist in minimizing the environmental, economic, and social impacts of future energy and energy-related facilities within the City.

POLICY 5.1.11.4: ENERGY EFFICIENT LAND DEVELOPMENT.

The City shall continue to:

- Encourage energy efficient land development.
- Promote management and development of physical, natural, economic, and human resources in ways that avoid unnecessary long- term energy-intensive investments.
- Recognize the relative energy dependency of commercial and industrial land uses and consider energy dependency in any policy pertaining to new industry promotion strategies or policy concerning maintenance or expansion of existing industry or commerce.
- Encourage land use patterns that by location, scale, and design minimize long-term energy commitments to construction, operation, maintenance, and replacement.
- Encourage natural resource conservation and use in ways that are consistent with sound energy management principles.

POLICY 5.1.11.5: ENERGY EFFICIENT LAND USE AND TRANSPORTATION.

The City shall continue to implement and enhance multimodal transportation networks through the Multimodal Transportation District, the citywide Transportation Concurrency Exception Area, and the land use plans and policies encouraging mixed-use, pedestrian-oriented development, with higher densities and intensities at locations served by transit, or transit-supportive areas, to conserve energy use and reduce greenhouse gas emissions.

POLICY 5.1.11.6: COORDINATION OF ENERGY MANAGEMENT.

The City shall continue to:

- Coordinate energy management with concerned entities within the public and private sectors.
- Coordinate formulation of energy related decisions with concerned federal, state, regional, and County agencies as well as with concerned private entities.
- Work with these agencies and entities in order to maximize awareness of energy related problems, and issues, alternative techniques for resolving energy related problems and issues, and to identify future areas where joint efforts may enhance mutual goals and objectives.

POLICY 5.1.11.7: ENERGY EFFICIENCY IN PLANS.

The City shall continue to:

- Encourage land use, transportation systems, and urban design that minimizes energy consumption and maximizes effectiveness of energy consumed.
- Reduce travel demands by locating major traffic generators on accessible sites situated along major corridors near potential users.
- Promote a systematic approach to the development of pedestrian, bicycle path, and transit networks by the public and private sectors in order to improve energy efficient transportation links between major activity areas such as residential neighborhoods, employment centers, shopping areas, parks, and schools.

POLICY 5.1.11.8: ENERGY EFFICIENT DESIGN.

The City shall continue to:

- Promote site planning and design which reduces demand for artificial heating, cooling, ventilation and lighting.
- Design factors include building design, siting and orientation that effectively utilize natural solar resources, wind conditions, tree canopy, and plant material to reduce the effects of exposure to extreme weather conditions.

Energy efficient construction shall be promoted through enforcement of the building and energy codes, through application of new and proven energy-efficient technology and through cooperative efforts with building trades, design professionals, building officials, and county, regional and state agencies concerned with energy conservation.

POLICY 5.1.11.9: ENERGY CONSERVATION IN BUILDING AND CONSTRUCTION.

The City shall continue to enforce energy efficient building codes and promote efficient energy conservation in building heating and cooling systems. The City should promote training workshops in energy efficiency in construction and continue to foster cooperative relationships between building trades, architects, engineers and building officials.

POLICY 5.1.11.10: MONITORING NEW ENERGY CONSERVATION TECHNIQUES.

The City shall continue to monitor and evaluate new cost effective techniques for managing land development, energy conservation, and greenhouse gas emissions. The City shall coordinate these reviews with the State and the ECFRPC. These review efforts shall consider innovation in analysis of energy supplies; alternative energy

sources; energy consumption patterns; cost implications; and energy related impacts of utilities including the electrical utility, water and wastewater systems, and solid waste disposal. Energy use in housing, transportation, industry and commerce shall be monitored and evaluated on a continuing basis using available analytical techniques. Analytical findings shall be used to formulate public policy directed toward needed corrective energy conservation measures.

POLICY 5.1.11.11: MUNICIPAL ENERGY-EFFICIENCY.

The City shall continue to lead by example and incorporate energy-efficient designs and strategies in municipal buildings and facilities in order to encourage the construction, and retrofitting, of energy-efficient structures in the City.

OBJECTIVE 5.1.12: INTERGOVERNMENTAL COORDINATION FOR MANAGING CONSERVATION ACTIVITIES.

The City shall maintain an intergovernmental coordination mechanism to manage natural resources and assist in implementing appropriate laws, ordinances, and plans of existing State, regional and local agencies sharing responsibilities for managing natural resources within the City.

POLICY 5.1.12.1: IMPLEMENTING POLICIES FOR INTERGOVERNMENTAL COORDINATION IN MANAGING CONSERVATION ACTIVITIES.

The City of Kissimmee shall continue to coordinate with Osceola County and appropriate regional, State, and federal agencies in managing conservation resources. Management activities shall include, but not be limited to the following:

1. The City shall coordinate the following conservation resource management issues with Osceola County and other public entities as needed:

    a. Participate in County forums and in technical review activities concerning emergency preparedness, directed toward issues including update of the Peacetime Emergency Preparedness Plan.

    b. Participate in technical review concerning water quality, floodplain management, and surface water management, and fish and wildlife, vegetative communities, especially issues impacting major environmentally sensitive resources such as Lake Tohopekaliga, Shingle Creek, and Mill Slough. The activities shall also be coordinated with State and regional entities having appropriate jurisdictional interests.

    c. Public access issues be coordinated with Osceola County, including issues surrounding maintenance and improvements.

2. Major issues to be coordinated with the Florida Department of Environmental Protection (FDEP) and the South Florida Water Management District (SFWMD) as may be appropriate in managing the following activities:

a. The City shall coordinate all development and resource conservation measures impacting Lake Tohopekaliga with the Florida Fish and Wildlife Conservation Commission and FDEP, as well as other applicable public agencies. These activities shall include, but not be limited to, review of proposed development potentially impacting natural resources, including development petitions for docks, shoreline stabilization, dredging, or other alteration of natural resources under the State's jurisdiction.

b. The City shall coordinate with technical staff within the SFWMD, and FDEP, in order to assure implementation of sound principles and practices of conservation resource management during the development review process as well as in the formulation of policies impacting coastal resource management.

c. The City shall coordinate with the SFWMD as well as other appropriate State agencies in matters surrounding stormwater management, floodplain protection, drainage, water quality and quantity, and consumptive use permitting.

Maps

Wetlands and Water Bodies

Wells Area

Flood Plains

Soil Types

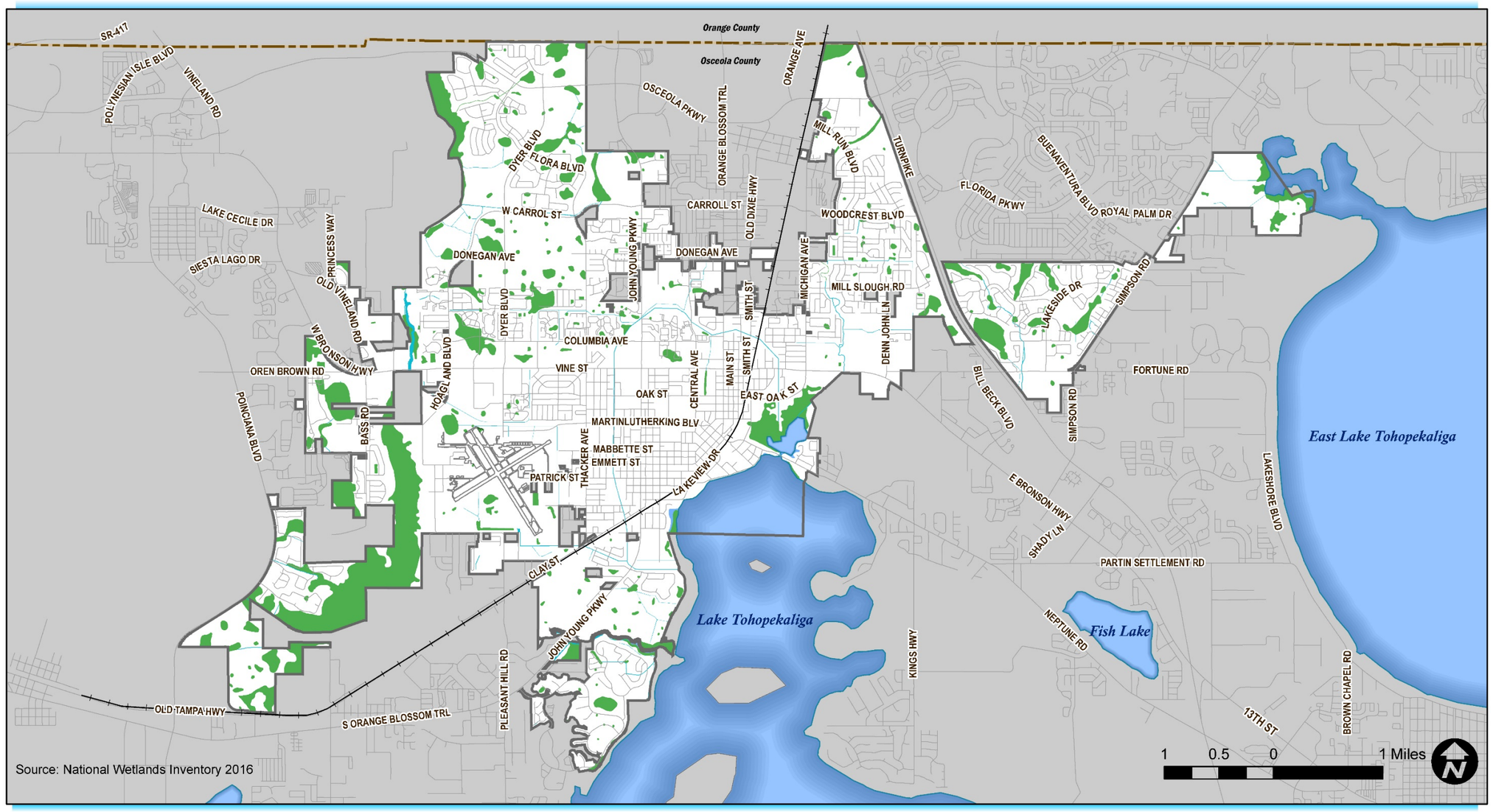
Topography

Vegetative Cover

Rare Species Habitat Map

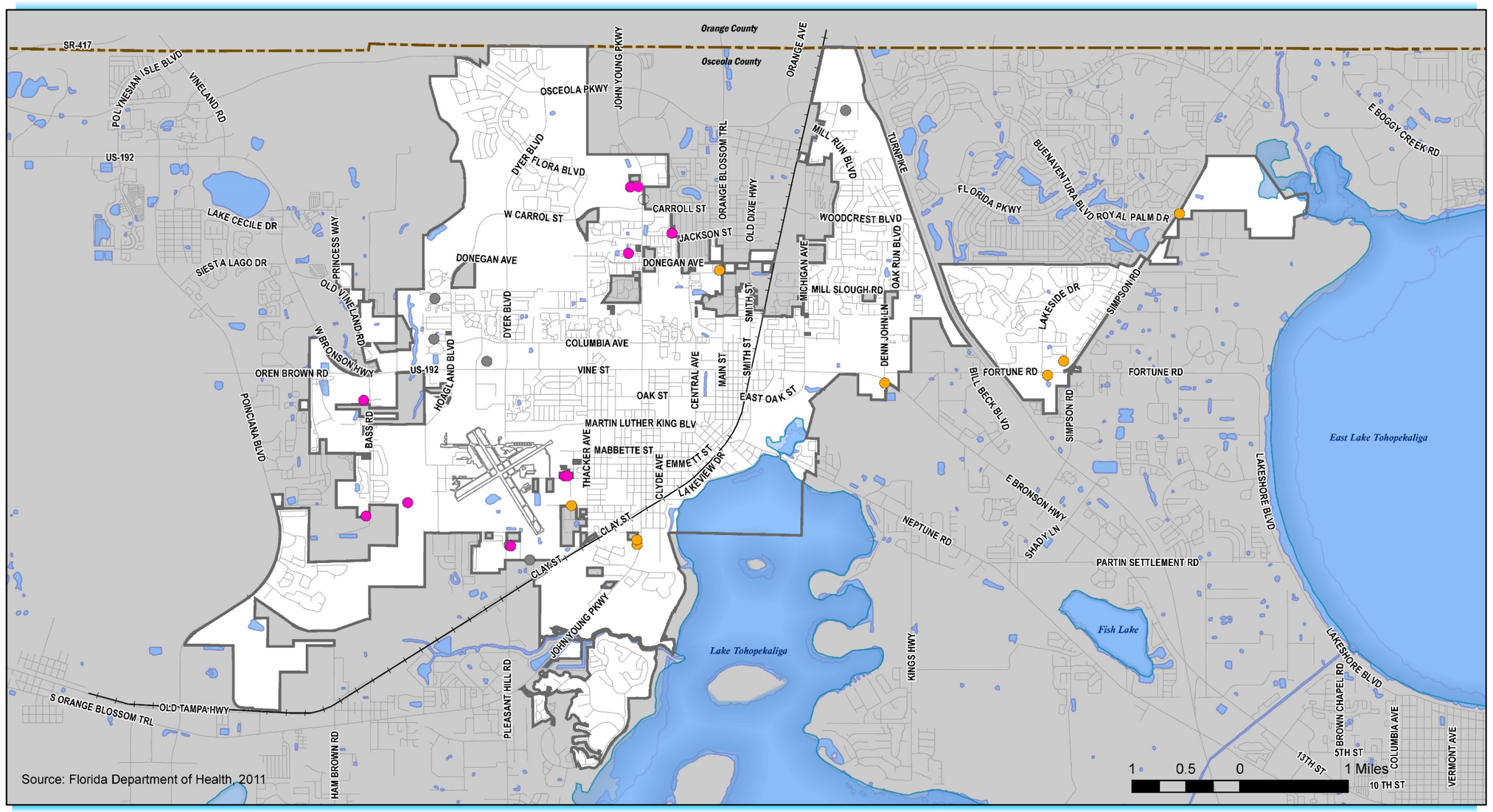
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Figure 5-1: Wetlands and Water Bodies Map



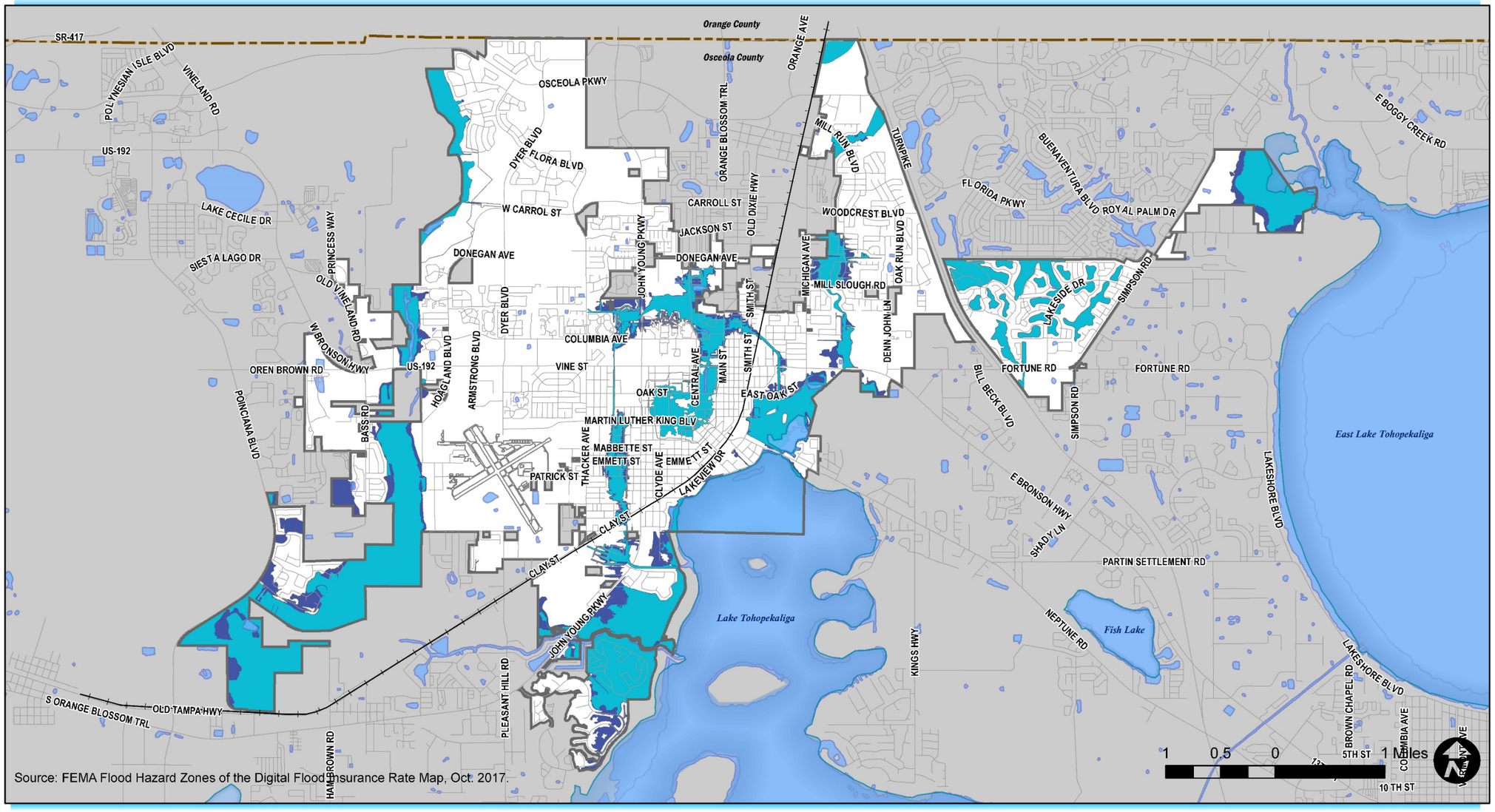
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Figure 5-2: Wells Area Map



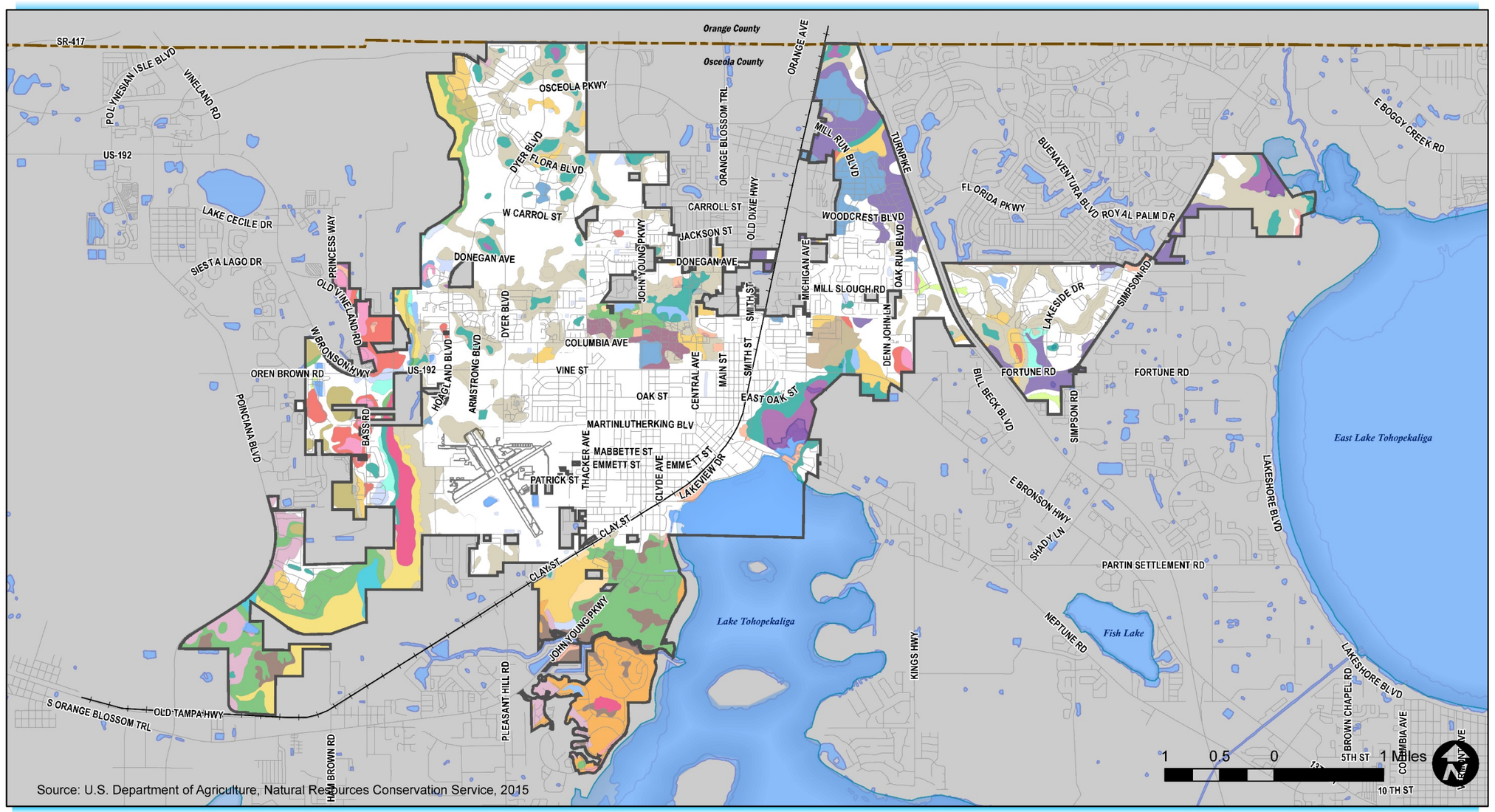
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Figure 5-3: Flood Plains Map



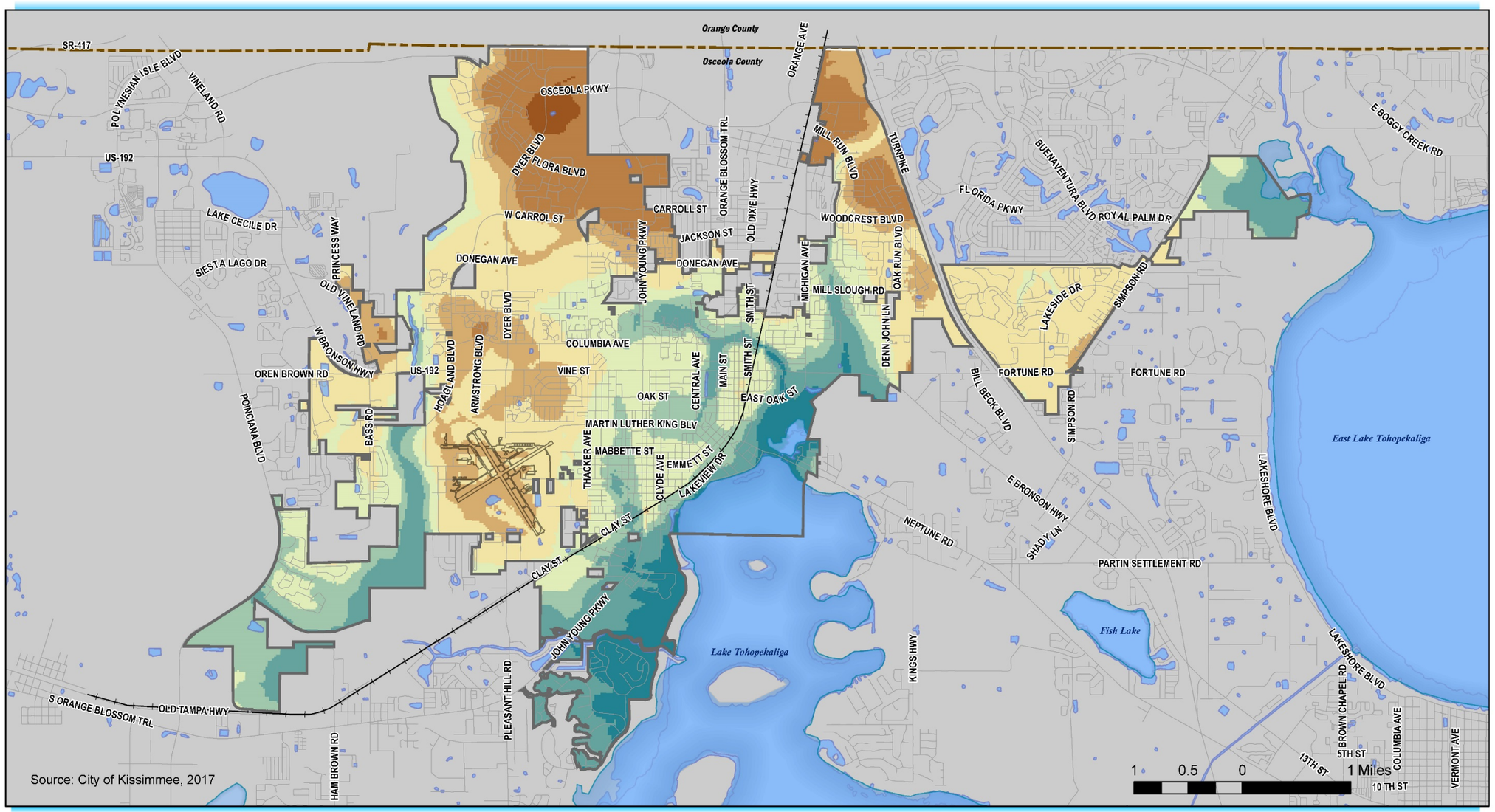
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Figure 5-4: Soil Types Map



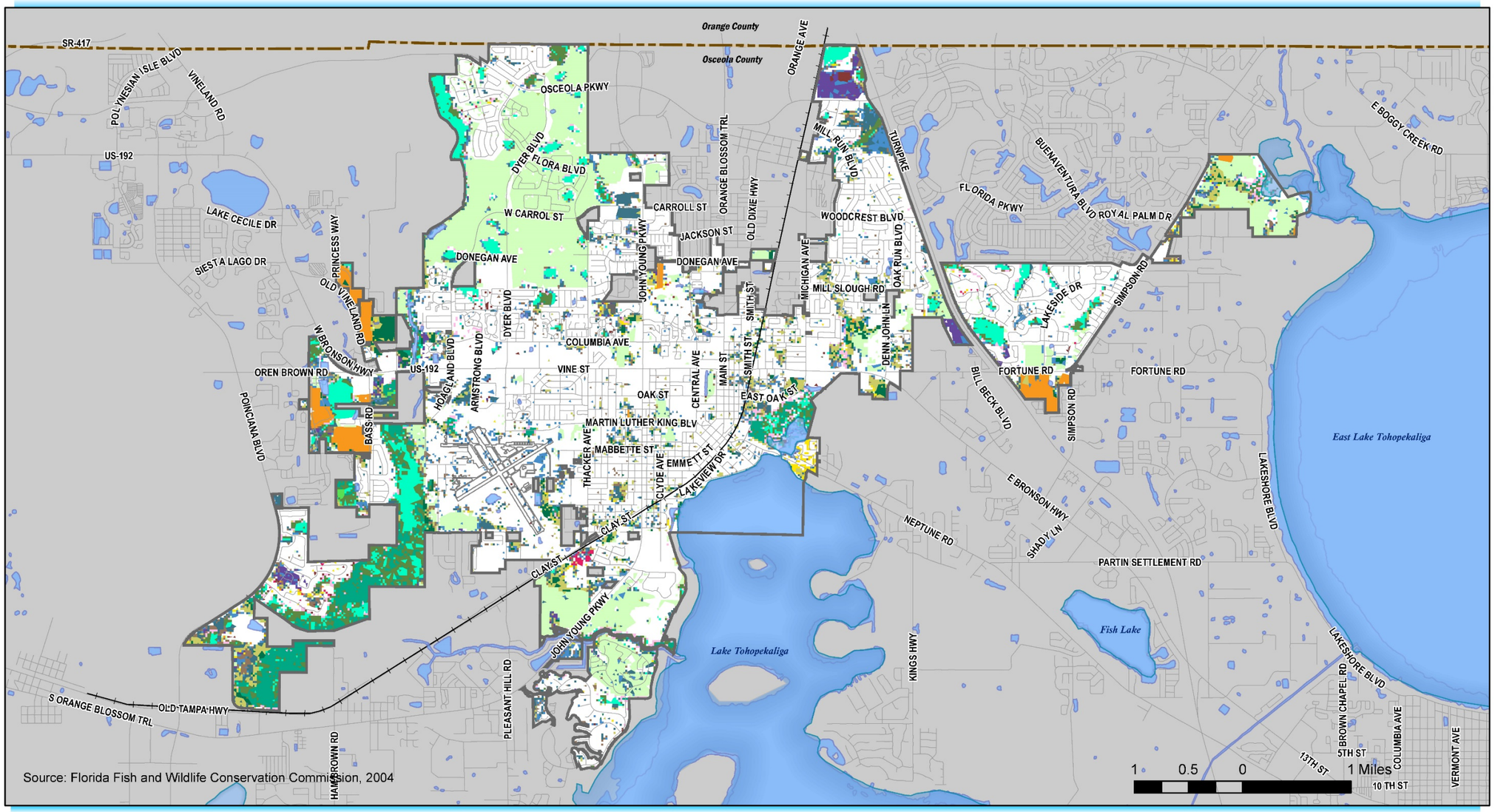
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Figure 5-5: Topography Map



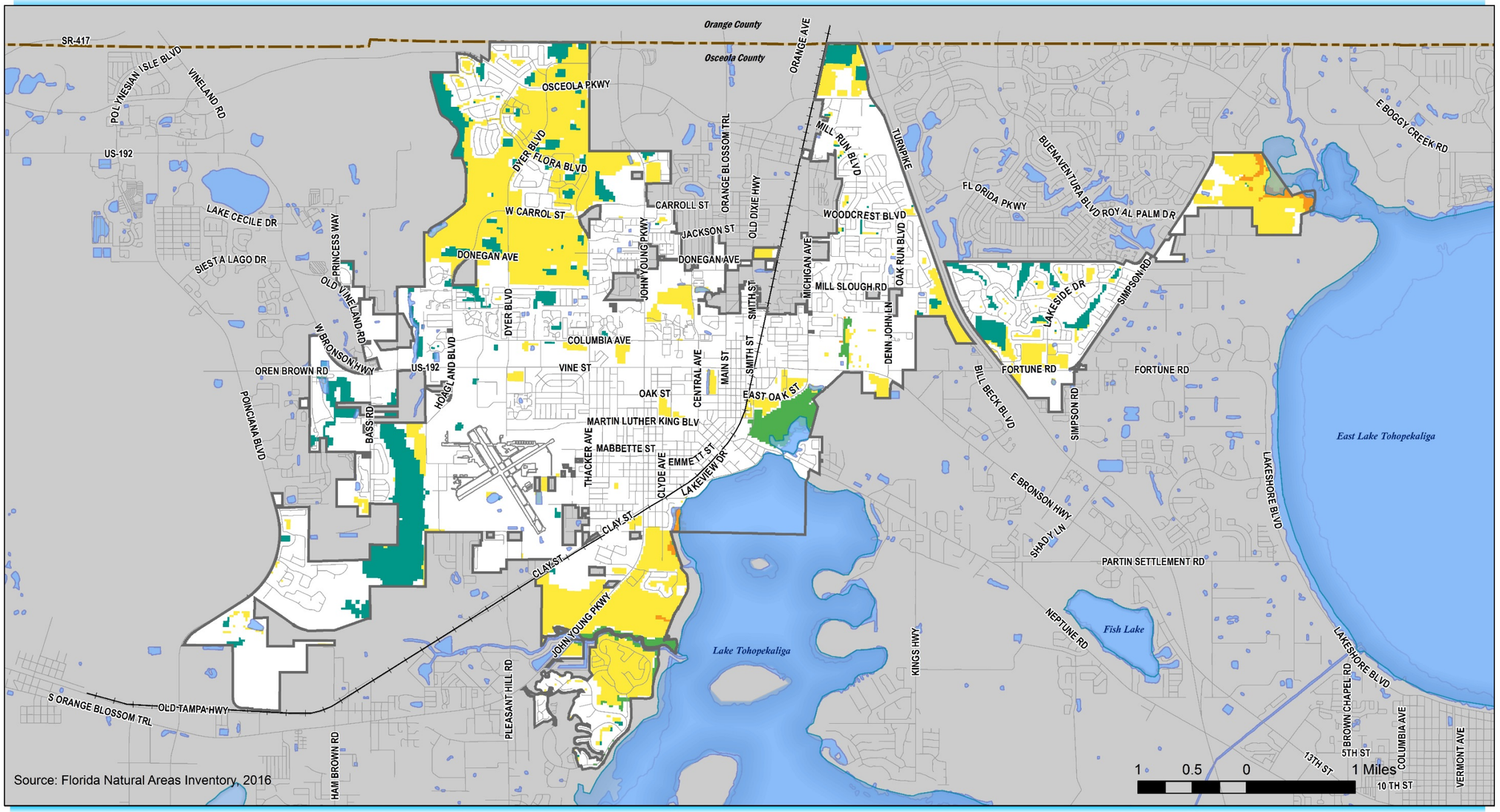
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Figure 5-6: Vegetative Cover Map



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Figure 5-7: Rare Species Habitat Map



Rare Species Habitat Conservation Priorities
(Priority 1 - highest, Priority 6 - lowest)

Priority 3 | Priority 5 | City Limits | Unincorporated Area
Priority 4 | Priority 6 | County Boundary

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DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

The natural environment in and around the City of Kissimmee has been a draw to residents and visitors since the City was founded. This Element provides descriptions of the primary characteristics and qualities of this environment, including impacts, and efforts to conserve and manage the City's natural resources and energy resources.

WATER RESOURCES

The City of Kissimmee is located in the Kissimmee River Basin, on the northern shore of Lake Tohopekaliga, which is part of the Upper Kissimmee River Chain of Lakes. These waters flow all the way from the headwaters of Shingle Creek southward to Lake Okeechobee, the Everglades, and finally into Florida Bay. The lakes, creeks, and associated wetland systems provide a variety of economic, recreational, and wildlife benefits, including habitat for fish and wildlife, and nutrient removal from stormwater runoff. The locations of these waterbodies, and wetlands, are shown in *Figure 5-1: Wetlands and Water Bodies Map.*

There are two major natural watersheds in the City. The Shingle Creek watershed flows south from Orange County, and runs parallel to the west side of the Airport before turning eastward to flow into Lake Tohopekaliga. The Lake Tohopekaliga watershed is a major Kissimmee River Basin sub-basin, and part of the Kissimmee River Chain of Lakes. The Lake receives inflow from other major surface water systems including Shingle Creek, Mill Slough, Canoe Creek, Reedy Creek, and the East Lake Tohopekaliga watershed.

SURFACE WATER QUALITY AND QUANTITY

There are three water bodies within the City of Kissimmee that are identified as Class III water bodies, these include: Lake Tohopekaliga, Shingle Creek, and Mill Slough. These water bodies provide recreational opportunities to the Kissimmee community and attract visitors that bolster the local economy. Impacts of concern to these waters include erosion, runoff from nearby agricultural uses and minor point source pollutants such as automotive repair shops.

LAKE TOHOPEKALIGA

The Lake has had a history of poor water quality resulting from high levels of nitrogen and phosphorous resulting from the use of fertilizers and agricultural waste products. These sources include:

Former nearby citrus groves and dairy farms;

- Past effluent discharges from sewer treatment plants located in Osceola County and Orange County; and
- Urban stormwater run-off from the City of Kissimmee and surrounding areas.



As noted in the Public Facilities Element, the water quality of the Lake has improved over the past two decades. The Lake does, however, still have problems with the accumulation of mercury in the fish population. The EPA has approved the Total Maximum Daily Load (TMDL) submitted by FDEP, a plan to restore impaired waters by limiting the amount of a pollutant that enters a waterbody.

The Lake also has problems with invasive exotic aquatic plants, such as *hydrilla,* and was listed on the State impaired waters list due to nutrients from an imbalance of flora and fauna. The City and its partners have submitted a Nutrient Reduction Plan (NRP) to FDEP to improve and monitor water quality without a TMDL. The SFWMD, with their jurisdictional control of the Lake, is involved in aquatic weed control programs on the Lake.

Shingle Creek

As with Lake Tohopekaliga, past water quality reports from Shingle Creek indicated high concentrations of nutrients, primarily caused by effluent discharged from the McLeod Road and Sand Lake Road wastewater treatment plants. Both plants have ceased discharging sewage into the Creek, and no other point sources of pollution are discharging into the Creek. The Creek is still impacted by stormwater runoff from both the City, and areas in Orange County. Shingle Creek is on the FDEP list of impaired waters and was identified as a medium priority for TMDL development. Mill Slough

This waterway also has its headwaters in southern Orange County, and flows southward through the City and into Lake Tohopekaliga on the eastern side of downtown. Pollution enters the Slough primarily from stormwater runoff, as well as nearby irrigation systems.

> The Floridian Aquifer, underlying most of the state of Florida and all of Osceola County, is the primary source of water supply for the City.

Potable Water Supply and Demand

The Floridan Aquifer, underlying most of the state of Florida and all of Osceola County, is the primary source of water supply in the City. The Public Facilities Element Chapter 4A: Potable Water Sub-Element.

WATER CONSERVATION

Voluntary residential and commercial water conservation will be achieved through the City's participation in water conservation efforts, such as promoting the use of water-saving plumbing devices including low-flow toilets, showerheads, and faucets within new developments, as well the development and expansion of reclaimed water systems. The City's adoption of the Work Plan also included the adoption of several policies addressing the conservation of water supplies and reduction of water demands. Conservation measures that may be incorporated into the City's Land Development Code include:

- Restricting landscape irrigation to two days a week;
- Utilizing Florida Water Star criteria for the construction of new single-family residences;
- Limiting the use of St. Augustine turf to front yards and entries;
- Requiring the construction of dual distribution systems in all developments to provide for non-potable irrigation;
- Prohibiting the use of potable water for irrigation in new developments while requiring the use of reclaimed water, stormwater and other sources of non-potable water; and
- Prohibiting construction of irrigation wells into the Floridan aquifer.

Additional information regarding potable water supply conservation measures can be found in Chapter 4A.

REUSE

Water reuse in central Florida is accomplished primarily through the use of reclaimed water for irrigation. Reclaimed water is treated wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a domestic wastewater treatment facility. Reuse is the deliberate application of reclaimed water for a beneficial purpose in compliance with the rules of FDEP and the SFWMD. Reclaimed water strategies in the regional water supply plans can include such measures as development of urban reclaimed water systems, reclaimed water system interconnections, supplemental supplies for peak flows, and aquifer storage and recovery. TWA provides reclaimed water for non-potable uses such as landscape irrigation and as cooling water for an electrical generating power plant.

GROUNDWATER

As noted in the Aquifer Recharge Sub-Element (Chapter 4C), the City is underlain by both the Surficial and Floridan aquifers. The Floridan is the source of current water supplies for all the City's potable water

supplies. *Figure 5-2: Wells Area Map* shows the locations of public and private water supply wells, and areas of different rates of groundwater recharge.

Potential Groundwater Contamination Sites

There are two locations in or near the City that may pose a problem for the contamination of groundwater by hazardous chemicals, and both are in the Shingle Creek watershed. The first is the Animal Diagnostic Lab on John Young Parkway, which in the past discharged certain solid wastes to a septic tank/drainfield system, resulting in localized contamination of the Surficial Aquifer. This site is located within one block of a major Floridan Aquifer wellfield for public supply, but recharge to that aquifer is not likely. However, the potential exists for migration of contaminated shallow groundwater into either the drinking water supply, or through groundwater discharge to swales and stormwater facilities.

The second site is the Bass Road Resource Recovery Site, which operated as a Class I facility and accepted residential, commercial, industrial, and agricultural wastes. It is primarily a recycling center and offers disposal of tires, household chemicals, and yard waste as well. It is located within one mile of a Floridan Aquifer wellfield. Osceola County is actively engaged in monitoring activities at this site.

Floodplains

The National Flood Insurance Program administered by the Federal Emergency Management Agency has determined that the bottomlands adjacent to Shingle Creek, Mill Slough, and Lake Tohopekaliga are subject to flooding and inundation from 100-year storm events, or a one percent chance of occurring annually.

The National Flood Insurance Program administered by the Federal Emergency Management Agency has determined that the bottomlands adjacent to Shingle Creek, Mill Slough, and Lake Tohopekaliga are subject to flooding and inundation from 100-year storm events.

The extent of the 100-year floodplain is shown in *Figure 5-3: Flood Plains Map*. Other floodplain locations in the City include the City Ditches, the Medical District area, and north of Vine Street between John Young Parkway and Central Avenue. Areas within the 100-year flood zone may experience flooding during less severe storms. Prior to development within floodplains, measures are taken to assure that the natural storage areas are preserved or that compensating storage is provided in a development. Floodplain protection and development regulations are included in the Land Development Regulations.

SOILS AND GEOLOGY

MAJOR SOIL TYPES

There are numerous types of soils under the City, though as noted, many are poorly drained and have limitations for use as septic drainfields. *Figure 5-4: Soil Types Map* identifies the location of the soils present within the City. The three most prevalent soil types within the City of Kissimmee are Myakka, Basinger, and Riviera.

MYAKKA

Covering approximately 6,700 acres, the Myakka series consists of deep and very deep, poorly drained to very poorly drained soils that formed in sandy marine deposits. These soils are in areas of flatwoods, in high tidal areas, on floodplains, or in depressions. They have rapid permeability in the A horizon and moderate or moderately rapid permeability in the Bh horizon. Slopes range from 0 to 8 percent.

BASINGER

These soils cover approximately 1,600 acres, and consist of very deep, poorly drained and very poorly drained, rapidly permeable soils in sloughs, depressions, low flats, and poorly defined drainageways. They formed in sandy marine sediments. Slopes range from 0 to 2 percent.

RIVIERA

The Riviera soil series covers approximately 795 acres in the City. The series consists of very deep, poorly drained, very slowly permeable soils on broad, low flats and in depressions in the Lower Coastal Plain. They formed in stratified sandy and loamy marine sediments, and slopes range from 0 to 2 percent.

SOIL EROSION

According to the Soil Conservation Service, soil erosion is not a significant problem in any specific areas within or adjacent to the City. The level, poorly drained soils found throughout the City are not conducive to wind or water erosion. General locations that may be conducive to erosion include canal areas and construction sites. The banks of canals may erode, causing alluvial sediment to build up on canal floors and reducing the carrying capacity of the drainage-ways. This erosion is frequently caused by runoff from canals or from construction activities. Construction sites also contribute to erosion through clearing and vegetation removal activities.

The FDEP requires construction sites to be permitted through the NPDES, in order to ensure reductions in the potential for stormwater runoff and the resulting erosion. The use of construction best

management practices, in addition to stormwater management best management practices, will help control stormwater runoff within the City, particularly at development sites.

MINERAL RESOURCES

There are no commercially exploited mineral resources within the City of Kissimmee. Most of the major mining operations and commercially valuable mineral deposits within the region are located to the southwest in Polk County.

TOPOGRAPHY

Elevation in the City of Kissimmee ranges from 49-90 feet above sea level. The highest elevations are generally in the northern portions of the City, furthest from its water bodies. The lowest elevations are adjacent to Lake Tohopekaliga and East Lake Tohopekaliga, as well as the Palustrine Wetlands in the southwest. *Figure 5-5: Topography Map* shows the elevation throughout the City.

HAZARDOUS WASTES

There are currently no active landfills within the limits of the City of Kissimmee. Steps shall be taken to continue to monitor those inactive sites within the city and any problems related to hazardous waste through coordination with Florida Department of Environmental Protection and the Florida Bureau of Hazardous Waste. There are also two landfills within in Osceola County adjacent to the City's Southwest border and several inactive landfills within the City. There are no brownfield sites identified in Kissimmee on the Florida Department of Environmental Protection Brownfield Redevelopment Program. There are currently no sites within the City of Kissimmee identified on the Environmental Protection Agency's Superfund National Priorities List.

VEGETATIVE COMMUNITIES



An illustration of the locations of particular types of vegetative communities, including wetlands, is shown in *Figure 5-6: Vegetative Cover Map*. The majority of the City is either a developed urban area or an improved pasture, which is slowly evolving to urban development, primarily residential uses.

LISTED SPECIES AND HABITAT PROTECTION

The City has been established for over 130 years, and development has steadily occurred since then. There has, however, been far more development in the past 50 years than in the years prior to then. This last 50 years also happens to coincide with the growth in awareness of the natural environment and the need to maintain certain habitats for the species that live within them. *Figure 5-7: Rare Species Habitat Map* identifies the locations that are most likely to support listed species. Although there are no Priority 1 or 2 areas within the City, and only a smattering of Priority 3 areas near Lake Tohopekaliga, there are large swaths of Priority 4 habitat conservation areas in the Shingle Creek drainage adjacent to Lake Tohopekaliga, as well as in the area between Columbia Avenue and Osceola Parkway.

Table 5-1 profiles the listed species in Osceola County as determined at the state or federal level. New development within the City must adhere to state legislation regarding these species and minimizing impacts to their habitats.

Table 5-1: Listed Species in Osceola County

Scientific Name	Common Name	Federal Classification*	State Classification*
Plants and Lichens			
Andropogon arctatus	pinewoods bluestem	N	T
Bonamia grandiflora	Florida bonamia	T	E
Calopogon multiflorus	many-flowered grass-pink	N	T
Carex chapmannii	Chapman's sedge	N	T
Chionanthus pygmaeus	pygmy fringe tree	E	E
Coleataenia abscissa	cutthroatgrass	N	E
Conradina grandiflora	large-flowered rosemary	N	T
Eriogonum longifolium var. gnaphalifolium	scrub buckwheat	T	E
Gymnopogon chapmanianus	Chapman's skeletongrass	N	N
Lechea cernua	nodding pinweed	N	T
Lechea divaricata	pine pinweed	N	E

Scientific Name	Common Name	Federal Classification*	State Classification*
Lupinus aridorum	scrub lupine	E	E
Nemastylis floridana	celestial lily	N	E
Nolina atopocarpa	Florida beargrass	N	T
Nolina brittoniana	Britton's beargrass	E	E
Ophioglossum palmatum	hand fern	N	E
Paronychia chartacea var. chartacea	paper-like nailwort	T	E
Pecluma plumula	plume polypody	N	E
Pecluma ptilota var. bourgeauana	comb polypody	N	E
Polygala lewtonii	Lewton's polygala	E	E
Polygonella myriophylla	Small's jointweed	E	E
Prunus geniculata	scrub plum	E	E
Pteroglossaspis ecristata	giant orchid	N	T
Schizachyrium niveum	scrub bluestem	N	E
Warea amplexifolia	clasping warea	E	E
Amphibians			
Lithobates capito	Gopher Frog	N	N
Notophthalmus perstriatus	Striped Newt	C	N
Reptiles			
Alligator mississippiensis	American Alligator	SAT	SAT
Crotalus adamanteus	Eastern Diamondback Rattlesnake	N	N
Drymarchon couperi	Eastern Indigo Snake	T	T
Gopherus polyphemus	Gopher Tortoise	C	T
Lampropeltis calligaster	Mole Kingsnake	N	N
Lampropeltis getula	Common Kingsnake	N	N
Pituophis melanoleucus	Pine Snake	N	T
Plestiodon egregius lividus	Blue-tailed Mole Skink	T	T
Plestiodon reynoldsi	Sand Skink	T	T
Sceloporus woodi	Florida Scrub Lizard	N	N
Birds			
Ammodramus savannarum floridanus	Florida Grasshopper Sparrow	E	E
Antigone canadensis pratensis	Florida Sandhill Crane	N	T
Aphelocoma coerulescens	Florida Scrub-Jay	T	T
Aramus guarauna	Limpkin	N	N
Athene cunicularia floridana	Florida Burrowing Owl	N	T
Buteo brachyurus	Short-tailed Hawk	N	N
Caracara cheriway	Crested Caracara	T	T
Egretta caerulea	Little Blue Heron	N	T
Egretta thula	Snowy Egret	N	N
Egretta tricolor	Tricolored Heron	N	T

Scientific Name	Common Name	Federal Classification*	State Classification*
Elanoides forficatus	Swallow-tailed Kite	N	N
Elanus leucurus	White-tailed Kite	N	N
Eudocimus albus	White Ibis	N	N
Falco columbarius	Merlin	N	N
Falco peregrinus	Peregrine Falcon	N	N
Falco sparverius paulus	Southeastern American Kestrel	N	T
Grus americana	Whooping Crane	XN	XN
Haliaeetus leucocephalus	Bald Eagle	N	N
Laterallus jamaicensis	Black Rail	N	N
Mycteria americana	Wood Stork	T	T
Nyctanassa violacea	Yellow-crowned Night-heron	N	N
Nycticorax nycticorax	Black-crowned Night-heron	N	N
Peucaea aestivalis	Bachman's Sparrow	N	N
Picoides borealis	Red-cockaded Woodpecker	E	E
Picoides villosus	Hairy Woodpecker	N	N
Plegadis falcinellus	Glossy Ibis	N	N
Rostrhamus sociabilis	Snail Kite	E	E
Mammals			
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat	N	N
Eumops floridanus	Florida bonneted bat	E	E
Mustela frenata peninsulae	Florida Long-tailed Weasel	N	N
Neofiber alleni	Round-tailed Muskrat	N	N
Podomys floridanus	Florida Mouse	N	N
Puma concolor coryi	Florida Panther	E	E
Sciurus niger shermani	Sherman's Fox Squirrel	N	SSC
Ursus americanus floridanus	Florida Black Bear	N	N

Source: Florida Natural Areas Inventory (FNAI), 2018

** Federal and State Legal Status: Provided by FNAI for information only. Consult the relevant federal agency, for official definitions and lists of protected species.*

C=Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened

E=Endangered

N=Not listed

SAT=Endangered due to similarity of appearance to a species which is federally listed

SSC=Species of Special Concern by Florida Fish and Wildlife Conservation Commission

T=Threatened

XN=Non-essential experimental population

USE AND PRESERVATION OF NATURAL RESOURCES AND COMMUNITIES

Though farming and ranching have been important to the City's history, the City no longer maintains large agricultural or ranching operations, as are found in other parts of Osceola County. However, some transitioning agricultural land uses are present in the north and south edges of the City. The predominant uses of natural resources in the City are for recreation and conservation. There are no commercial operations in the City that directly use natural resources, such as for mining, commercial fisheries, or timber.

RECREATION

The Recreation and Open Space Element identifies the City's parks, recreation areas and open spaces. Additionally, the City's location on Lake Tohopekaliga, and the numerous lakes surrounding the City, makes the area an attractive location for fishing, boating, and other water-dependent uses. Lake Tohopekaliga constitutes a substantial recreational resource, and is a popular fishing destination. The most popular sport fish harvested from Lake Tohopekaliga, and other nearby lakes, include largemouth bass, bluegill, black crappie, red-ear sunfish (shell cracker), brown bullhead (catfish), and spotted sunfish (stumpknocker).

CONSERVATION

The City, through the Conservation future land use designation, among other means, engages in the conservation and preservation of natural resources, including the protection of Shingle Creek through land acquisition, and the promotion of open space protection. Other conservation activities include the protection of groundwater and surface water resources through stormwater best management practices, low-impact development techniques, and through water conservation.





AIR QUALITY

The quality of ambient air, or outside air, is monitored by the FDEP. Air-quality monitoring stations are placed in areas where the ambient air-quality standards are being violated, or in areas where standards are being met but plans are needed to ensure maintenance of acceptable levels in the face of anticipated population or industrial growth.

The City has one ozone monitoring station, located at the Four Corners Fire Station. This site began monitoring ozone levels in 1993.

The State of Florida including the City of Kissimmee are in attainment for Particulate standards (<2.5 micrometers and <10 micrometers) as set by the EPA. Stations in the City do not measure for other pollutants, such as carbon monoxide, lead, nitrogen dioxide, or sulfur.

> As of 2015, the three year running average for ozone was 63 parts per billion (ppb). The non-attainment threshold for ozone levels is 75 ppb, indicating the City is in attainment for existing air quality ozone standards.

Ground-level ozone is a pollutant, and is not to be confused with atmospheric ozone, which is necessary to block harmful radiation from the sun. Ground-level ozone is formed from reactions between nitrogen oxides and volatile organic compounds (VOCs) in the presence of sunlight. VOCs are typically generated by motor vehicles, but may also arise from the evaporation of gasoline and solvents, open burning, or other combustion sources. The worst ozone conditions occur on hot, calm days.

ENERGY EFFICIENCY

The City, through the Comprehensive Plan's adopted goals, objectives and policies, has for years demonstrated a consideration of issues such as energy use and greenhouse gas emissions, long before they were mandated by the Florida Legislature. Existing policy topics include management of energy supplies and use, energy efficient land development, energy efficiency in plans, and energy conservation in building and construction.

The Transportation Element incorporates a Multi-Modal Transportation District (MMTD), and multi-modal supportive policies. The Land Use Element also incorporates increased densities within the MMTD. These policies encourage transit use, and walking and bicycling in what may lead to a more compact urban form as more full-time residents in the MMTD area draw businesses, and promote additional compact development in a sustainable cycle, rather than developing linearly along roadway corridors. The Comprehensive Plan also contains policies that encourage the preservation of wetlands for natural stormwater attenuation.

To reduce energy use and greenhouse gas (GHG) emissions, the City of Kissimmee has identified areas within the City where existing development patterns are most energy efficient. These areas are compact allowing for a denser network of transportation and utilities infrastructure with greater connectivity, which require less energy input to provide service to residents and businesses.

The MMTD encompasses areas of the City with the most efficient and integrated transportation networks. The Community Redevelopment Area (CRA), which is inside the MMTD area, includes the older, densest portion of Kissimmee including the historic downtown.

The City also is setting citywide and transit station-specific policies to support and encourage the use of commuter rail and bus transit.

Additionally, the City of Kissimmee recognizes the importance of natural systems. Trees and vegetation clean the air of pollutants, and sequester greenhouse gasses through transpiration. More wildlife increases biodiversity helping to support rare and unique species that attract ecotourists, and wetlands provide retention and filtration of stormwater runoff. The use of low-impact development techniques introduce vegetation to help filter stormwater, and a test project initiated by the City involves the use of "permeable paving" for parking lots, pathways, and secondary roads when applicable. Permeable pavement is an environmentally friendly, pervious road surfacing mixture. The use of such innovations allows the City to reduce the footprint needed for stormwater facilities, while also contributing to groundwater recharge.

To more effectively meet these natural resource conservation ends, the City has partnered with Osceola County and the SFWMD to purchase and preserve Shingle Creek and adjacent lands, and maintains a series of parks and wetlands to maintain open space and ecological and biological functions throughout the City. These services would be costly for the City to replace with constructed facilities, which would require additional energy inputs.

SUMMARY

The preservation, conservation, and management of natural systems within the City will ensure future generations are able to experience wildlife habitats, clean water resources, and clean air. The built environment has a tremendous impact on human health, the environment, and the economy, and patterns of development implemented today will impact the way future generations interact with their environment. The City will remain proactive, and continue to work to ensure residents and visitors are mindful of the consumption of energy and the creation of greenhouse gasses, and that everyone must work together to provide for the City's future.



6 RECREATION & OPEN SPACE

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Recreation & Open Space

~~*prepared for*~~

~~City of Kissimmee~~

~~*prepared by*~~

~~**Cambridge Systematics, Inc.**~~
~~2101 West Commercial Boulevard, Suite 3200~~
~~Fort Lauderdale, FL 33309~~

~~*date*~~*Amendments:*

Amended February 2026; Amendment No. 25-01ER
November 2018

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Recreation and Open Space Element pursuant to §163.3177(6) (e), Florida Statutes.

GOAL 6.1: PROVIDE ADEQUATE RECREATION AND OPEN SPACE.

Ensure provision of a comprehensive system of recreation facilities and open space sites that meet the needs of existing and projected user groups within the City.

OBJECTIVE 6.1.1: SYSTEM OF PARKS AND RECREATION.

The system of parks and recreation facilities shall continue to be improved and maintained over time in order to meet the needs of the existing and projected future population, including recreational and open space outside of the City of Kissimmee limits in unincorporated Osceola County but proximal to the City.

POLICY 6.1.1.1: LEVEL OF SERVICE STANDARDS FOR PARKS AND RECREATION FACILITIES.

The City of Kissimmee shall continue to maintain a minimum level of service standard of 5 acres per 1000 total residents. This standard shall be used as level of service criteria in reviewing proposals for development orders or permits. When possible, the City shall go beyond this standard and attain a higher level of service for its parks and recreation facilities.

POLICY 6.1.1.2: BALANCE OF PARK TYPES.

The City will continue to provide a balance of recreational facilities and parks to meet the recreational needs of its existing and future residents including neighborhood, community, regional, and special use park types, as well as large urban parks.

POLICY 6.1.1.3: DISTRIBUTION OF PARK TYPES.

The City shall continue to strive to locate new neighborhood, community, and special use parks and recreation facilities in areas and neighborhoods with the least access to existing parks and recreation facilities, in order to create an equitable distribution of parks throughout the City. Access to different park types shall be based on a comparison of the approximate travel distances on the transportation network anticipated for each park type to the maximum recommended travel distances for each park type. Recreational and open space areas should adjust with changing community preferences and may include passive and active uses such as urban plazas, place-making mini-parks, cultural facilities, and dog parks or skate parks.

Policy 6.1.1.4: Planned Capital Improvements to Meet Recreation Facility Demands.

The Capital Improvements Element shall include scheduled funding for recreational facilities needed to meet deficiencies, and satisfy an equitable distribution of park types.

Policy 6.1.1.5: Recreation Impact Fees for Recreation Improvements.

The City shall continue to enforce the mandatory recreation impact fee on all residential dwellings in order to ensure that new development provides for recreational demands generated by respective developments.

Policy 6.1.1.6: Future Recreational Capital Improvement.

If in the future the City identifies recreational improvements for which public funds are needed, as opposed to developer-financed improvements, the City shall schedule and incorporate such capital projects in the Capital Improvements Element.

Policy 6.1.1.7: Maintenance of Recreation Land and Facilities.

The City shall maintain existing and future recreational land and facilities through the City's general fund, recreation impact fees, and Capital Improvements budget for the materials, staffing, and equipment necessary to maintain those recreational lands. Recreational lands shall continue a regular schedule of maintenance by City employees to ensure that safety and aesthetic value is retained at all public parks, open space, and recreational facilities and properties throughout the City.

Policy 6.1.1.8: Civic engagement to inform parks planning.

The City's Parks and Recreation Advisory Board and similar citizen groups will be engaged as needed to help inform decisions for acquisition of park land and development of recreation facilities and trails.

Policy 6.1.1.9: Building an inventory of potential parklands.

The City will identify all potential parkland that can be used for future recreational use and maintain a list of potential park and open space opportunities in the City as they arise.

Objective 6.1.2: Protect Recreation Facilities and Parks.

The City shall continue to protect lands designated as recreation on the Future Land Use Map from incompatible land uses, and such designated lands shall remain functionally intact.

Policy 6.1.2.1: Protection from Incompatible Land Uses.

The City shall continue to protect all lands designated "Recreation" on the Future Land Use Map from incompatible land uses by reviewing all development plans within a 300 foot

radius from all public park and recreation facility properties. Signage will be placed designating "public park" at all properties designated as public parks, recreation facilities, and/or open space to ensure that these properties remain functionally intact.

POLICY 6.1.2.2: GRANTSMANSHIP FOR PASSIVE RECREATION FACILITY AND OPEN SPACE CONSERVATION.

The City of Kissimmee shall continue to pursue recreation and open space grant funds from available state and federal programs in order to implement recreation, open space, and conservation goals, objectives, and policies maintaining in perpetuity a linear open space system for recreation along Shingle Creek.

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

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

POLICY 6.1.2.4: OPEN SPACE IN DEVELOPMENTS WITH RESIDENTIAL USES.

The City shall continue to protect open space systems in single family and multi-family residential developments, and all mixed use projects with residential components outside of the Multimodal Transportation District by enforcing the provisions in the Land Development Code regarding open spaces in residential developments. These shall include requiring that acreage equal to at least 25 percent of the buildable acreage be devoted to open space. Of this requirement, the City shall continue to require acreage equal to at least 3 percent of the buildable acreage for active recreation, but shall not require acreage equal to more than 6 percent of the building acreage for passive recreation. Of the total open space requirement, the City shall continue to require acreage equal to at least 15 percent of the buildable acreage for passive recreation.

POLICY 6.1.2.5: STRATEGIES FOR IMPROVING PARKS FOR SAFETY AND RESILIENCE.

Strive to assess and implement new planning and design strategies for City park and recreational spaces, such as those related to:

- Resilience: green infrastructure or low-impact development to enhance stormwater management and reduce risks to flooding;
- Social Equity: Park amenities that support social gathering and community engagement, improve park access, and help combat inequitable exposure to heat;

- Safety: Consider implementing best practices observed in principles like Crime Prevention Through Environmental Design and Safe Routes to School.

OBJECTIVE 6.1.3: ACCESS TO RECREATION FACILITIES.

All public recreational parks and facilities shall have operational automobile, bicycle and pedestrian access as deemed appropriate by the City Commission. Accessibility shall be based upon the size, scale, facilities and programming present at the facility.

POLICY 6.1.3.1: RIGHT-OF-WAY IMPROVEMENTS.

The City shall continue to provide maintenance of recreation facility right-of-ways by qualified staff and by utilizing proper equipment. Landscaping and live plants will be properly maintained. Structures will be inspected and repaired when damage is noticed.

POLICY 6.1.3.2: DESIGN OF ACCESS FACILITIES.

All new or redeveloped public parks and facilities shall be designed and constructed with accessways that are compatible with the character and quality of on-site natural resources, and are compatible with the Americans with Disabilities Act.

POLICY 6.1.3.3: PARKING AREAS AND BICYCLE ACCOMMODATIONS.

The City shall continue to provide vehicular parking spaces and/or bicycle racks or lockers at recreational sites where needed and deemed feasible, and to meet multimodal transportation initiatives in the City.

POLICY 6.1.3.4: FACILITIES FOR HANDICAPPED AND ELDERLY.

The City shall continue to assure that future recreation areas and facilities are accessible to the disabled and the elderly.

POLICY 6.1.3.5: RECREATIONAL TRAILS AS COMMUNITY CONNECTORS AND BUFFERS.

The City is encouraged to incorporate nature trails or pedestrian pathways to connect residential and mixed-use spaces with recreational facilities, or as a buffer between land uses, within the City with a focus on Community Redevelopment Areas. Incorporated trails and/or trailheads may also be used to add new recreational spaces into existing neighborhoods and Opportunity Areas identified through the currently adopted Downtown Kissimmee CRA Plan Update.

POLICY 6.1.3.6: PARKS AND RECREATION MASTER PLAN.

City shall establish a Parks and Recreation Master Plan to ensure that sufficient park facilities are being provided. The Master Plan shall at all times include a parks LOS analysis and findings from a citizen survey conducted by the City. The City shall update the Parks

and Recreation Master Plan no less than every five years. Any improvements needed to correct deficiencies identified by the analysis shall be incorporated into the City's CIP.

OBJECTIVE 6.1.4: ACCESS TO LAKE TOHOPEKALIGA AND TRIBUTARIES.

The City of Kissimmee shall continue to provide and maintain access points to Lake Tohopekaliga, which serves as an entry point to portions of tributaries such as the southern part of Shingle Creek.

POLICY 6.1.4.1: REQUIRE THE AVAILABILITY AND MAINTENANCE OF BOAT RAMPS.

The City shall assure access to Lake Tohopekaliga, and Shingle Creek, by continuing to provide and maintain the existing seven boat ramps at Lakefront Park. Through an agreement with Florida Fish and Wildlife Conservation Commission, the City must keep the boat ramps and facilities open for public use, maintained in accordance with all applicable health and safety standards and kept in good repair to prevent undue deterioration and provide for public use (Paragraph 3 of Agreement #88139). Access to Shingle Creek is via Lake Tohopekaliga.

POLICY 6.1.4.2: PUBLIC ACCESS

The City will continue to actively manage Lake Tohopekaliga's natural areas to provide a safe and welcome area for the public.

OBJECTIVE 6.1.5: PUBLIC AND PRIVATE COORDINATION IN PLANNING FOR RECREATION IMPROVEMENTS.

The City shall continue to coordinate planning for recreation improvements with each level of government, including Osceola County, the Osceola County School Board, the State of Florida, community organizations, and the private sector in order to promote recreational opportunities in a cost effective manner. The City is not responsible for deficiencies in unincorporated Osceola County.

POLICY 6.1.5.1: JOINT FACILITIES USE AND PLANNING.

The City shall continue to honor the Intergovernmental Recreational Facilities Agreement with the Osceola County School Board, and all other similar interlocal agreements governing co-location and joint-use of recreation facilities. The City has amended this agreement whereby both parties agree to improve existing school recreation sites so that these areas may also serve as neighborhood or community parks. Improvements should concentrate on adding facilities that are shown to be deficient. The City and School Board shall also jointly devise plans for developing recreational areas of future school sites to neighborhood and community park standards in accordance with the Interlocal Planning Coordination Agreement between the City and the School Board.

Policy 6.1.5.2: City-County Coordination of Recreational Levels of Service.

The City shall continue to coordinate its level of service standards for parks with those of Osceola County in close proximity to the City. Upon annexation, any deficit in park land acreage caused by the annexation shall be corrected by the City in order to meet the adopted recreation level of service standard.

Policy 6.1.5.3: Coordinate with the Private Sector.

The City shall continue to coordinate with the private sector as well as existing and future businesses located within the City to develop additional mechanisms for accommodating future recreation land and facility needs.

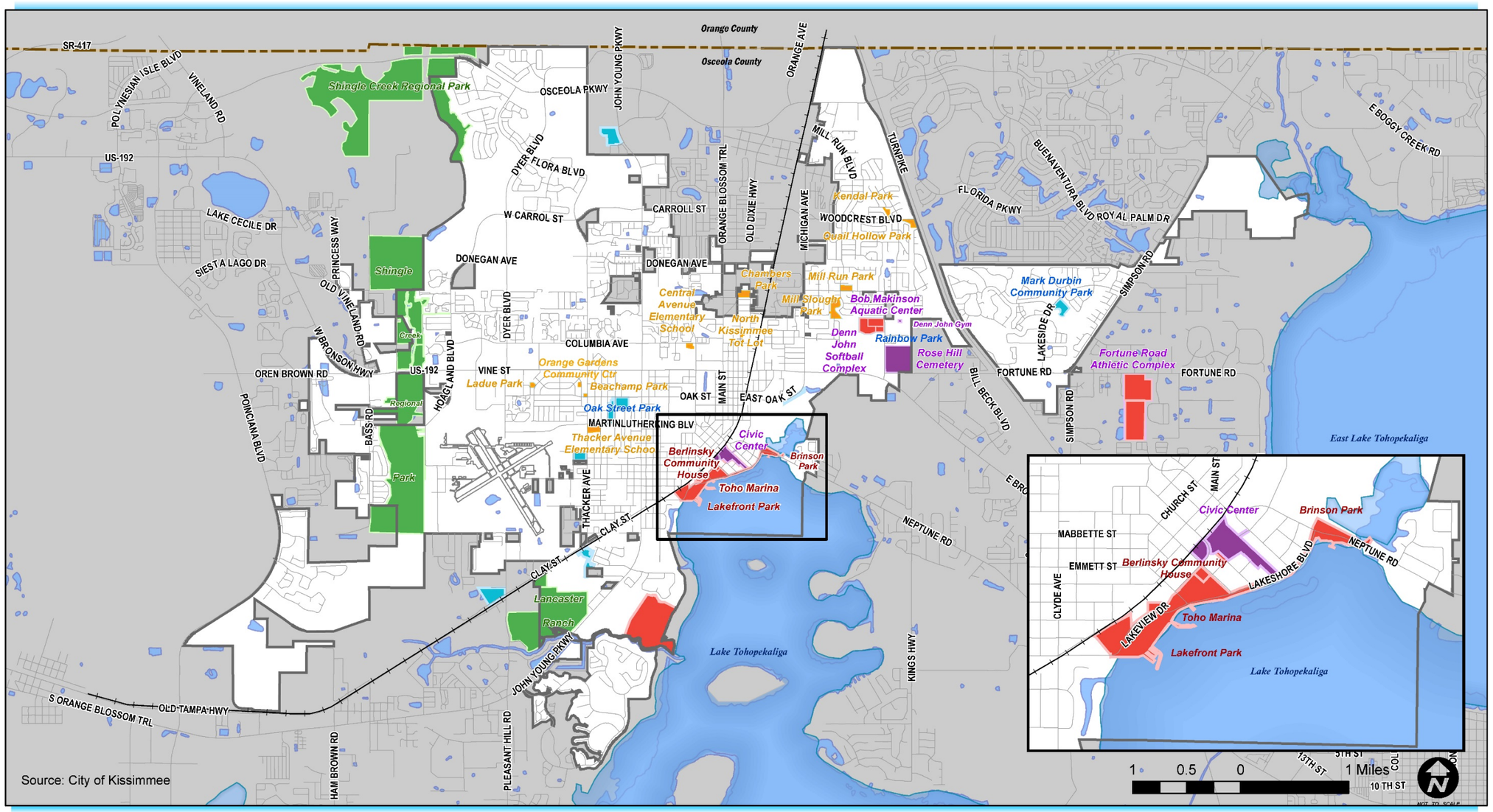
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Maps

Existing Recreation Facilities

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Figure 6-1: Existing Recreation Facilities Map



Park Type

Regional	Neighborhood	City Limits	
Large Urban	Special Use	County Boundary	
Community		Unincorporated Area	

CITY OF KISSIMMEE 1883

CAMBRIDGE SYSTEMATICS

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DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

This Element presents an inventory of existing recreational facilities and parks within and near the City that are accessible to the public. The bounty of natural resources in the City and surrounding area present a wealth of recreation opportunities, and the City has capitalized on that proximity to establish and maintain a number of parks that showcase these amenities. Principally among these are Shingle Creek Regional Park and Lakefront Park. Also included in the recreation inventory are other municipal and county resource-based parks, as well as sites and parks geared toward programmed activities and organized sports.

EXISTING CITY RECREATION FACILITIES

All existing public-owned recreation facilities within the City are either resource- or activity-based facilities and are classified according to size and use. In resource-based facilities, recreational activities are based on the presence of a specific natural resource, such as a lake or stream. Activities available at resource-based parks tend to be passive in nature, such as picnicking, hiking, boating, and bird watching. Activity-based facilities rely on the presence of facilities that provide sites for programmed activities and sports, such as basketball courts or soccer fields, and which may also be used for unstructured play activities. A Recreation Space Classification System was developed and the different park types within the City are classified into the categories defined below.

NEIGHBORHOOD PARK



This park type incorporates mini-parks and school parks, as well as neighborhood parks. A neighborhood park may be less than an acre in size, or up to 10 acres. It is usually within a quarter mile to a half mile distance of users' homes, uninterrupted by non-residential uses, wide roads and other physical barriers, or is located adjacent to school property. These parks are typically developed in or near residential areas to provide public parks for specific neighborhoods. Travel to the park is usually conducted by walking or bicycling. Neighborhood parks are usually operational during daylight hours only and contain amenities such as open space, playgrounds, practice fields and picnic facilities.

COMMUNITY PARK

This park type serves a broader purpose than a neighborhood park, and the focus is on meeting community based recreational needs as well as preserving unique landscapes and open spaces. A community park is typically more than 10 acres in size, and may be up to 50 acres. It usually serves the parks and recreation needs of multiple neighborhoods and users may travel between a half mile and three miles to the park. Travel to the park is primarily conducted by walking, bicycling and motor vehicles. Community parks may typically contain an indoor recreation facility, lighted fields and courts, swimming pools and parking lots and are staffed and open to the public during evening hours.

SPECIAL USE PARK



These types are unique in nature and cover a broad range of park and recreation facilities and uses that are typically oriented towards a single purpose. They may be located on small parcels of land or may encompass a hundred acres or more, depending on the type and intensity of use. Travel to the park would typically be by motor vehicle. Users may travel longer distances and from outside the community to utilize a special use park. A special use park would contain higher intensity uses such as large public functions of an outdoor or indoor nature. Certain sports complexes, civic centers, aquatic centers, amphitheaters, and the like may be classified as special use parks.

LARGE URBAN PARK

This park type serves a broader purpose than community parks, these are used when community and neighborhood parks are not adequate to serve the needs of the community. The focus is on meeting community based park and recreational needs on a larger scale. The location of such a park is determined by the quality and suitability of the site and it usually serves the entire community. The size of a large urban park may vary but would usually contain a minimum of 20 acres, but up to 100 acres would not be uncommon. Travel to this type of park would typically be by motor vehicle but depending on its location, bicycles and pedestrians could also access the park. A large urban park could be open during evening hours and may be nature oriented or have multiple amenities that serve a particular purpose, such as boating, camping, or hiking. The only large urban park in the City is the Lakefront Park.

REGIONAL PARK

These parks provide recreational amenities to a geographic area wider than just the City and nearby areas. Typically larger than 100 acres, these parks serve multi-county areas and may be accessed by all

modes of transportation, though are typically accessed by motor vehicle. These park types may be active or passive in nature, or a combination of both. They may include athletic complexes, and nature preserves, among others.

Table 6-1 contains an inventory of parks operated and maintained by the City of Kissimmee, as well as their respective park classification. The locations of these facilities are illustrated on Figure 6-1.

Table 6-1: City of Kissimmee Inventory and Classification of Recreational Areas

Park Type	Facility	Acreage
Regional	Shingle Creek Regional Park (inside City)	460.20
	Lancaster Ranch	169.21
Large Urban	New Wetland Area Near S John Young Pkwy	96.36
	Lakefront Park / Brison Park	41.38
	Denn John Softball Complex	9.62
	Bob Makinson Aquatic Center	6.77
	Rainbow Park	2.39
	Berlins Community House	1.13
	Toho Marina	0.07
Special Use	Fortune Road Athletic Complex Southern Area	40.51
	Rose Hill Cemetery	37.82
	Fortune Road Athletic Complex	36.22
	Civic Center	13.63
	Parks & Rec Admin Office	1.99
	Denn John Gym	0.46
Community	Oak Street Park	15.16
	Area near Clay St & Thacker Ave	9.46
	Lake Side Community Park	6.97
	Area near W Emmett St & N Thacker Ave	6.00
Neighborhood	Mill Slough Park	6.65
	Thacker Avenue Elementary School	4.28
	Chambers Park	3.48
	Mill Run Park	2.50
	Quail Hollow Park	1.89
	Central Avenue Elementary School	1.28
	Kendal Park	1.15
	Ladue Park	0.71
	Orange Gardens Community Center	0.43
	Beachamp Park	0.26
	North Kissimmee Tot Lot	0.24
TOTAL		978.22
TOTAL (not including school facilities)		**972.66**

**The total area of Shingle Creek Regional Park is 973.18 acres. Source: City of Kissimmee, 2017.*

The recreation and open space inventory above shows that the City of Kissimmee has within its borders 978 acres of publicly-owned property for recreational use, which based on its estimated 2015 population of 65,422, represents nearly 15 acres per 1,000 population. This total includes school facilities as neighborhood parks, which are available to City residents and are discussed further below. If these facilities are not included in the calculations, the City's total is 973 acres, or approximately 14.9 acres per 1,000 total residents.

An interlocal agreement was established between the School Board and the City in 1988, which has since been revised several times and described further below, to allow the City to utilize school recreational areas and facilities for general public use. The schools represent facilities that the City Parks and Recreation Department currently utilize on an ongoing basis for City-sponsored programs.

Recreation Facilities Maintained by Other Entities

The City is not the only jurisdiction to provide parks and recreational facilities to residents of the City of Kissimmee. The following entities maintain recreation sites within or near the City that may be used by City residents. These facilities are not counted toward the achievement of the City's recreation level of service standard.

Osceola County Recreation Facilities

In 1999, the City joined Osceola County, St. Cloud and the Osceola County School Board in recognizing that each contributes to the overall parks and recreation system within the County. The Cities of St. Cloud and Kissimmee offer comprehensive parks and recreation programs, and are responsible for providing a majority of active recreation opportunities to City and County residents, as well as residents in nearby Orange County. Osceola County, on the other hand, tends to provide mostly passive parks, boat ramps and special use parks such as the County's Softball Complex, and many of these are outside the City's boundary. The County also has a significant amount of undeveloped park lands that will eventually be open to the public for active and passive recreational uses. As the area grows and becomes increasingly urban, the county-wide system is under great pressure to provide additional program capacity, upgraded facilities and new parks and recreation facilities.

Public School Site Recreation Facilities



An official agreement exists between the Osceola County School Board and the City of Kissimmee to allow the City to use school "property and any facilities constructed thereon" for recreational purposes, including playgrounds and athletic facilities at area schools. The *Master Joint Use and Development of Recreational Facilities* agreement was signed in May 1988, revised in 1997, 2003, and most recently in 2008, and outlines use and maintenance responsibilities. Co-location and the joint-use of facilities was also incorporated into the 2003 interlocal agreement for the coordination of public school facilities planning, and the 2009 agreement relating to school concurrency and the planning and coordination of public school facilities. School facilities are only available when the property is not being used for school purposes, however.

State and Federal Recreation Facilities

Prairie Lake State Preserve, Three Lakes Wildlife Management Area, and Bull Creek Wildlife Management Area are managed by the Florida Fish and Wildlife Conservation Commission. They are all located in close proximity to each other, and approximately 8 miles north of Kenansville on SR 523. The three parks provide picnic areas, a boat ramp, hunting and fishing areas and hiking and biking trails.

Private Recreation Facilities

A vast number of private recreational facilities within or near Kissimmee are available to the public. The City is within a twenty mile drive of several large, nationally recognized recreation attractions and amusement parks including Disney World Resort, Sea World of Orlando, and Universal Studios. A number of smaller commercial recreational facilities are also located within or adjacent to Kissimmee, including golf courses, batting cages, and putt-putt golf courses.

Additionally, many private single family and multi-family housing developments provide much of the recreational opportunities for the City's residents. Facilities include swimming pools, tot lots, tennis courts, open spaces, trails and the like.

Current Recreation Demands and Needs

The quality of recreation cannot be judged solely on the amount of land area dedicated to and developed for recreational uses, but invariably must consider the facilities provided, as well as the desires of the community. In general, facilities located in City parks enable residents to participate in both active and

passive recreation activities. A variety of facilities and park types are available to service the recreation needs for a diverse range of interests and age groups, including soccer fields, baseball and softball fields, basketball and tennis courts, and swimming pools.

The City of Kissimmee has determined that parks should be designed to provide service to both active and passive recreation needs, and be composed of parks of varying size in order to serve neighborhoods, communities, and the City as a whole. The City provides five basic park types, neighborhood parks, community parks, special use facilities, regional parks, and large urban parks. School facilities were not included in the needs analysis.

Rather than establish a level of service (LOS) for each park type, the City has adopted an overall per capita LOS of five acres per 1,000 population. Based on this minimum standard, the City's estimated 2015 population of 65,422 would require 327.11 acres of recreational space to fulfill the recreation land demands. The City currently has a total of 972.66 acres of non-school recreation facilities, which is over 600 acres more than the population would demand, based on the five acre per 1,000 standard. With the projected population of 92,445 in 2045, the City will still meet the minimum standard with more than ten acres per 1,000 people.

The Shingle Creek regional park actually contains 973.18 acres, but some of the land is within unincorporated Osceola County. The facility is managed jointly by the County and the City to allow resource-based recreational use, but is currently not included in the City's LOS calculations. It should be noted, however, that the likelihood exists that this facility will be wholly within the City before the end of the planning period.



Distribution of Recreational Space

Although some recreational spaces are located in the northwest sector, that portion of the City presently lacks facilities to best meet the needs of nearby residents. Facilities are primarily comprised of special use parks and undeveloped open space, with school facilities that can provide additional recreational opportunities. Facilities at Kissimmee Elementary School adjacent to the existing Kissimmee Middle provide an opportunity for co-location of recreation facilities for nearby residents. This area is also served by the Kissimmee Trail that provides nearby residents access to schools and nearby Shingle Creek.

Special Use parks are in high demand and provide additional opportunities to provide residents with needed active recreational facilities such as pools, ball fields and football/soccer fields. By involving the

public, the City can determine what specific facilities are needed when parks are developed or expanded in the future.

A minimum amount of area (five acres per 1,000 population) is required to satisfy level of service requirements that support the park types residents demand. Table 6-3 shows the percentage breakdown of park acreage by type, and does not include school facilities listed as neighborhood parks in Table 6-1.

Table 6-2: Park Classification and Percentage Distribution

Park Type	Acres	Percent of Total
Regional	629.41	64%
Large Urban	157.72	16%
Special Use	130.64	13%
Community	37.59	4%
Neighborhood	22.86	2%
Total	978.22	100%

Source: City of Kissimmee, 2017.

According to the above table, the City contains almost two thirds of its recreation land in the Regional Park type of facility, namely Shingle Creek and Lancaster Ranch. The highest priority facility needs include trails, bikeways and sidewalks, miles of which have been constructed, and which will continue to be added to the City's recreation and transportation systems. In its parks, the City has also worked to enhance indoor recreational facilities, play and practice fields and youth sports and school parks to continue to meet the needs of underserved areas in the community. Adding cultural opportunities, such as amphitheaters or public art, will provide additional opportunities to enhance the outdoor and recreation experience for residents and visitors.



Visitor Recreation Demands

Thousands of tourists and visitors come to Osceola County and the City of Kissimmee every week. Many are attracted to the area by large amusement and theme parks located in or near the County. Although most tourists visiting Kissimmee for more than a day find shelter in motels, short-term rental residences or stay with friends or relatives, some stay at one of the three privately-owned campgrounds located within the City limits. The City does not maintain any public campground facilities at any of its parks. Like other tourists visiting the areas, campers are primarily here to visit one or more of the nearby major amusement parks or theme parks. With the number of campsites

available provided by the privately operated campgrounds near Kissimmee, the City does not anticipate a need to provide any public campground sites in its parks.

Only small portions of these visitors utilize municipal parks and recreational facilities while staying in the City. Those most likely to use City's park are boaters, angler and campers, who actively take advantage of the recreational resources Lake Tohopekaliga and other nearby lakes have to offer. Based on current availability of boat ramps, fishing piers and lakefront parks along Lake Tohopekaliga, the City provides adequate facilities to meet the boating and fishing needs of both its residents and guests.

ALL INCLUSIVE RECREATION



The provision of recreational facilities should consider needs of people of all abilities, including the elderly, disabled, and young adolescents. Parks and recreational facilities should be designed to accommodate special access needs of both senior citizens and disabled persons. Neighborhood, community, and regional parks and special use facilities should include handicapped parking spaces for the mobility-impaired, while recreation facilities such as fishing piers, pavilions and ball field stadiums should contain ramp structures at entrance points to permit access and eventual participation. Without special design considerations at access points, many disabled persons and senior citizens may not be able to participate in active or passive recreation activities.

FUTURE RECREATION NEEDS

Future growth in resident population and in tourism within the City of Kissimmee will create a need for additional recreational space and facilities. Increased recreation needs, though, will largely be attributed to future residents, while tourists and visitors will only place a minimal impact on public recreation space and facilities. The future needs of each population group are further analyzed below.

Table 6-4 describes the projected demand for recreational space through the year 2045. The project demand estimates were derived by comparing future populations projections with current available recreation acreage. Determination of future recreational facility demands is based on the existing standard of 5 acres per 1,000 persons. The recreation facilities the City provides are the only ones used to calculate achievement of LOS standards. Joint-ventures between the City and the County are not included in the calculations, but as noted earlier, both the School District and the County's parks contribute toward the park space available for residents of Kissimmee. The table below indicates that the City will maintain its adopted LOS through the planning period in 2045. It should be noted that if the

two large regional parks are excluded from the calculation, the remaining recreation land consists of approximately 349 acres. With the exclusion, the 2015 LOS is 5.3 acres per 1,000 persons and the projected LOS in 2045 falls to 3.8 acres per 1,000 persons.

Table 6-3: Projected Recreation Facility Needs

Year	City Population Projection	Acres Needed*	Actual LOS (acres per 1,000)
2015	65,422	327.11	14.95
2020	74,560	372.80	13.12
2025	82,688	413.44	11.83
2030	88,416	442.08	11.06
2035	91,392	456.96	10.70
2040	92,416	462.08	10.58
2045	92,445	462.23	10.58

**Based on projected population and adopted LOS of 5 acres per 1,000 population.*

Future recreation demands created by tourists and visitors will primarily be met by privately-owned recreational facilities. Only a minimal demand for public recreation will be created by future tourists and visitors, most of who will come to the area to visit major theme and amusement parks. Boating and fishing opportunities found within Lake Tohopekaliga will continue to attract anglers and boaters to the lakefront area, which will undergo redevelopment during the planning period.

Development of New Parks

Although the City (when all acreage of the Shingle Creek Regional Park is included) has a large surplus of recreation acreage relative to the demand that will be created by 2045, additional parks will needed in neighborhoods that lack close access to neighborhood and community parks, to maintain an equitable distribution of recreation facilities, and to keep pace with future recreational space and facility demands.

Extension and development of new and existing trails, bikeways and sidewalks will increase access between neighborhoods and public spaces, which effectively increases the service area of smaller park types. These parks and facilities should be designed to serve those specific areas and provide facilities according to the needs of residents of the surrounding areas.

The least expensive and most expedient means of augmenting recreation services include:

1. Providing additional facilities at existing developed parks, thereby expanding their service areas as well as the population they will serve;

2. Upgrading and improving open spaces to serve a more intensive recreational function where consistent with conservation objectives.

Additionally, large private developments may need to dedicate public park lands to the City in order to meet the demand in particular areas of the City. As noted above, the City has an abundance of regional park facilities and open spaces, which are geared primarily to preservation and passive recreation. In the future the City will consider increasing the percentage of acres devoted to neighborhood, community and special use parks. Providing new types of parks also will be provided or explored as community preferences change with time, such as dog parks, splash parks, skate parks, plazas in urban areas, and unforeseen opportunities.



USE OF SCHOOL RECREATION SITES

The use of school recreation sites for public recreation purposes represents an efficient use of these facilities and of public tax expenditures. Once students leave school grounds after daily classes end, recreational facilities are left unused when not made available to the public. School recreation facilities are available for public use through the Interlocal Agreements between the City, the County, the City of St. Cloud, and the Osceola County School Board, which specifically include a section on co-location of public schools and public recreation facilities. At times, however, these existing school facilities must be augmented and improved before they will adequately meet recreational needs of the general public.

The City of Kissimmee and the School District will continue to coordinate all future development plans so decisions on future school site locations can incorporate both educational and recreational needs of the City's residents. Similarly, the locations of parks near schools also compliment the athletic and recreation activities available to students. Since school recreation sites will generally serve areas identical to their education service areas, school facilities should be utilized for the following recreational purposes:

- Elementary School facilities as Neighborhood Parks
- Middle School facilities as Neighborhood or Community Parks
- High School facilities as Neighborhood, Community or Special Use Parks

Recreational facilities located within these school types should comply with Department of Education guidelines, and the City shall coordinate with the School District to ensure the facilities will also meet City standards for the above recreational classification.

Coordination with Conservation Areas and Natural Resources

In addition to their recreational purposes, parks located between natural resource protection areas and urban development often serve to protect the health and safety of residents by preventing natural or man-induced hazards from entering populated areas. As open space, parks can serve as buffers between incompatible land uses, such as industrial and residential uses. Their presence can also prevent development from intruding into, and detrimentally affecting, environmentally sensitive areas, such as wetlands and certain vegetative communities. Future recreational spaces may best be located along or within natural resource areas, where they can serve both recreational and conservation functions. A number of Kissimmee's parks are already located adjacent to natural resources.

Natural waterways and canals, and stormwater management areas, represent ideal locations to develop linear parks and open space corridors, as well as pedestrian and bicycle pathways that can enhance and diversify the City's transportation network. With park locations already bordering these corridors, the City can continue to develop an inter-connected park system that traverses through several residential neighborhoods.

Distribution of Future Recreational Facilities

Recreational space, particularly neighborhood and community parks, should be located in areas accessible to Kissimmee's population. Current recreational space may meet the adopted LOS for total area, but existing parks may not necessarily be located in areas of current and future residential growth. Many parks are located south of Vine Street, but new development is most likely to the northwest and northeast portions of the City. Additionally, redevelopment opportunities are primarily located in the central area of the City. Future recreational spaces will need to be located in areas where growth and development are anticipated to occur.

The City of Kissimmee should continue to coordinate its future recreation plans with the County and School District to avoid duplication of services provided by both entities. The City of Kissimmee should also encourage the County to implement the proposed parks and recreation system outlined in the County Master Plan, which is in the process of being updated for the new decade. The City will also continue to require private developers to supply parks and recreational facilities as part of development projects with residential uses, according to the Land Development Code.

Summary

The City will continue to provide parks and recreational facilities to existing and projected residents, and will do so by taking into account residents' recreational preferences, geographic concentrations, and land available for recreation sites. In order to provide additional facilities, the City may require the dedication of public recreation facilities as part of large private development projects. Additionally, as the City annexes land, recreation facilities may come to be located within the City boundary. This will increase the quantity of recreation lands with the City, and raise the actual LOS above the minimum required standard.



7 INTERGOVERNMENTAL COORDINATION

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Kissimmee 2040 2050 Comprehensive Plan

Intergovernmental Coordination

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
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date Amendments:

Amended February 2026; Amendment No. 25-01ER
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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Intergovernmental Coordination Element pursuant to §163.3177(6)(h), Florida Statutes.

GOAL 7.1 PROVIDE MECHANISMS FOR IMPROVED INTERGOVERNMENTAL COORDINATION

The City shall undertake actions necessary to establish governmental relationships designed to maintain and improve the coordination of public and private entities involved in development activities, growth management, and resource conservation.

OBJECTIVE 7.1.1 PROCESS FOR INTERGOVERNMENTAL COORDINATION.

Systematically coordinate the development and implementation of the City's Comprehensive Plan with the plans and programs of Osceola County, the School District of Osceola County, MetroPlan Orlando, LYNX, and other federal, state, regional, local, and non-governmental entities through formal and informal means.

POLICY 7.1.1.1: RESPONSIBLE ENTITY FOR INTERGOVERNMENTAL COORDINATION.

The City Commission shall continue to be responsible for ensuring an effective intergovernmental coordination program for the City, including maintenance of a Comprehensive Plan consistent with the State Comprehensive Plan and East Central Florida Regional Planning Council Regional Policy Plan. The City Manager or his designated representative shall represent the City in coordinating matters of common interest on technical coordination committees. These forums shall be used to prevent or eliminate duplication of governmental activities.

POLICY 7.1.1.2: COORDINATION WITH ADJACENT JURISDICTIONS.

The City will continue to assist Osceola County and Orange County with coordinated planning for unincorporated areas within one and one-half miles of the City limits. The City shall consider compatibility with adopted land use plans of adjacent local governments and will request copies of proposed amendments within this area for the City's review to promote consistency with the City's adopted Plan.

POLICY 7.1.1.3: COORDINATION OF GROWTH MANAGEMENT ISSUES.

The City shall continue to pursue resolution of growth management issues with impacts transcending the City's political jurisdiction, by participating on ad hoc technical coordination committees, through joint technical analysis of mutual problems and issues, and through structures for conflict resolution that are designed to further the goals,

objectives, policies, and adopted levels of service. Issues to be pursued include, but are not limited to the following:

1. *Land Use Planning Within and Adjacent to the Unincorporated Urban Area.* The City shall coordinate with Osceola County in managing land uses within unincorporated Osceola County's urban growth boundary. The City's ability to coordinate adopted City and County levels of service would be adversely impacted by independently derived land use policies within the urban planning area.

2. Therefore, the City shall continue to coordinate with the County in drafting interlocal agreements which provide a management framework for a variety of growth management issues within the County's urban growth boundary.

3. *Urban Area Water and Wastewater Services.* The Toho Water Authority (TWA) shall continue to coordinate and manage issues surrounding delivery of potable water and wastewater services within the City of Kissimmee and the unincorporated urban area established pursuant to Ch. 180 F.S. Various interlocal agreements between the City and Osceola and Orange counties, the Reedy Creek Improvement District, Celebration Community Development District, TWA, the City of St. Cloud, and Orange-Osceola Utilities as may be hereafter amended, shall continue to serve as medium for resolving issues surrounding levels of service, rate structures, and related issues.

4. The City of Kissimmee shall periodically update its Water Supply Facilities Work Plan (Work Plan) outlined in Chapter 4A: Potable Water Sub-Element of the Public Facilities Element to be consistent with the most recent Kissimmee Basin Water Supply Plan Update from the South Florida Water Management District (SFWMD), and consistent with policies in the Public Facilities Element. Maintaining and amending the Work Plan shall be a cooperative effort between TWA and the SFWMD.

5. *Solid Waste Disposal.* The City shall continue to coordinate with Osceola County's solid waste management program, privately contracted waste haulers, and in accordance with Chapter 4E: Solid Waste Sub-Element of the Public Facilities Element.

6. *Transportation.* The City shall continue to coordinate area-wide transportation issues with Osceola County, Orange County, the Orlando Urban Area Metropolitan Planning Organization (MPO) aka MetroPlan Orlando, the Central Florida Regional Transportation Authority aka LYNX, the Florida DOT, and any other entities providing transportation facilities and service within the City, in accordance with the goals, objectives and policies of Chapter 2: Transportation Element.

7. *Surface Water and Stormwater Management*. The City shall continue to coordinate resolution of water management issues transcending local jurisdictional boundaries with the South Florida Water Management District, the Tohopekaliga Water Authority (TWA), as well as through joint City-County review of land use policy and development proposals having potential impacts on stormwater and surface water management. Issues surrounding potential impacts of existing and proposed development on water quality and quantity, particularly on Lake Tohopekaliga, Mill Slough and Shingle Creek, shall be addressed.

8. *Housing.* The City shall continue to coordinate with the Department of Housing and Urban Development, the Florida Housing Finance Corporation, and other state and federal housing entities in order to achieve assistance through available housing and neighborhood infrastructure improvement programs, including but not limited to the Community Development Block Grant Program.

9. *Recreation & Open Space Systems and Joint Use of Public School Parks.* The City shall continue to work with the School District of Osceola County, Osceola County, the State Department of Environmental Protection, the South Florida Water Management District and other appropriate entities to further implement the goals, objectives and policies of the Conservation Element and the Recreation and Open Space Element.

10. *Disaster Preparedness*. The City shall continue to coordinate with the East Central Florida Regional Planning Council, the Osceola County Public Safety Department and other governmental entities as appropriate in maintaining and updating plans and policies for emergency preparedness in order to protect public and private property and human lives from the effects of natural disaster.

11. *Population Projections*. The City shall coordinate with Osceola County, the City of St. Cloud, MetroPlan, the South Florida Water Management District, the East Central Florida Planning Council, Tohopekaliga Water Authority, and the Osceola County School Board in developing population projections for the purposes of decision-making and for planning future public facility needs.

12. *School Siting*. The City shall coordinate with the Osceola County School Board with regards to the siting of schools and school facilities, and the planning and development of new schools in accordance with Chapter 1: Future Land Use Element.

13. *Siting of Facilities with Countywide Significance*. The City shall continue to coordinate with Osceola County and other governmental entities in addressing issues related to the siting of facilities with countywide significance (including locally unwanted land

uses). The City shall accomplish this coordination through informal ad hoc technical committees, interlocal agreements, or joint planning agreements or a combination of all three approaches.

POLICY 7.1.1.4: TOHOPEKALIGA WATER AUTHORITY INTERLOCAL AGREEMENT.

The City of Kissimmee and Osceola County entered into an Interlocal Agreement relating to the establishment of the Tohopekaliga Water Authority (TWA), dated March 1, 2003, in order to develop a cooperative approach to provide water and wastewater services and facilities to the City and the County. This Interlocal Agreement creates the mechanisms by which the City, County, and TWA will implement the program set forth in the Ten-Year Water Supply Facilities Work Plan to ensure established levels of service are achieved and maintained for water and wastewater services. The City will continue to work with TWA to implement this agreement to provide water and wastewater services to the City.

POLICY 7.1.1.5: CITY PARTICIPATION ON THE TOHOPEKALIGA WATER AUTHORITY BOARD OF SUPERVISORS.

The City shall continue to appoint representatives to the Tohopekaliga Water Authority Board of Supervisors.

POLICY 7.1.1.6: COORDINATION WITH REGIONAL WATER RESOURCES PLANNING EFFORTS.

The City shall be proactive in regional water resources planning efforts through enhanced coordination with adjacent jurisdictions, water providers, and regional water management districts as provided for in Chapter 4A: Potable Water Sub-Element of the Public Facilities Element of the City's Comprehensive Plan.

OBJECTIVE 7.1.2: CONFLICT RESOLUTION.

The City shall coordinate with other public entities for resolving conflicts among Osceola County, the City of St. Cloud, the School District of Osceola County, and other special purpose districts or entities that provide services but do not have regulatory authority over the use of land.

POLICY 7.1.2.1: INFORMAL MEDIATION PROCESS.

The City and Osceola County shall work to establish an informal mediation process for solving intergovernmental coordination problems in a timely manner among local governments and other units of local governments providing services, or those entities without regulatory authority over the use of land.

Policy 7.1.2.2: Coordination with the East Central Florida Regional Planning Council.

Where the City is unable to resolve intergovernmental conflicts through local and/or informal conflict resolution media, or due to the lack of a formalized conflict resolution agreement, the City Commission shall determine if it is appropriate for the respective issue to be mediated through the East Central Florida Regional Planning Council or another independent mediation group as may be agreed upon by the parties in conflict. The City shall not waive any rights under the provisions of Chapter 164, Florida Statutes, or its successor provision.

Objective 7.1.3: Infrastructure Systems and Level of Service Standards.

The City shall continue to coordinate opportunities and challenges regarding achievement and maintenance of quality and level of service standards for existing and proposed public facilities within the City and adjacent unincorporated areas inside the City's expansion area. These infrastructure opportunities and challenges shall be coordinated with all State, regional, or local agencies, or private entities with responsibility in achieving Level of Service Standards and having existing or proposed future responsibility for the operation and maintenance of such facilities. The objective shall be achieved through the following policies and through participation by the City on various technical committees involved in such issues.

Policy 7.1.3.1: Coordinate Regional/Sub-Regional Infrastructure Issues.

The City shall ~~consider entering into cooperative agreements~~cooperate with adjacent municipalities and counties where such ~~agreements are~~coordination is operationally, fiscally, or environmentally beneficial. The City will continue to work with Osceola County, the School District of Osceola County, and the City of St. Cloud ~~through a Technical Working Group (TWG)~~ in addressing issues surrounding regional or sub-regional infrastructure systems. Issues that ~~shall~~ may be coordinated include, but shall not be limited to, public school facilities, water supply planning; wastewater and potable water systems improvements; maintenance of the fire prevention and emergency medical service; improvements to State Roads and County Roads; solid waste and hazardous waste disposal; stormwater and surface water management issues; and planning for projected parks and recreational facilities. The City shall continue to pursue innovative organizational structures that promote cost effective regional or sub-regional perspectives in meeting needs that transcend the boundaries of the City.

Policy 7.1.3.2: Cooperation with the East Central Florida Regional Planning Council and MetroPlan Orlando.

The City shall continue to cooperate with the East Central Florida Regional Planning Council (ECFRPC) and MetroPlan Orlando in the review of regional policies and

standards requiring coordination with local governments to ensure consistency among local, county, regional and state plans and policies. Foremost, among such issues shall be assessment of standards for adequate levels of service for regional transportation facilities. However, the City of Kissimmee shall coordinate with the ECFRPC in all matters of regional significance in which the ECFRPC desires City input, including but not limited to, comprehensive plan reviews, and intergovernmental coordination reviews of projects with regional significance.

POLICY 7.1.3.3: CAPITAL IMPROVEMENT PROGRAM COORDINATION.

During preparation of the annual capital improvements program, the City shall evaluate all applicable State, regional, and local programs proposed for funding in order to promote consistency with the Comprehensive Plan. Analysis of alternative improvement programs shall include consideration of cost effectiveness and operational efficiency in order to promote efficiency and economy in governments as mandated in the State Plan.

OBJECTIVE 7.1.4: MULTI-JURISDICTIONAL ENVIRONMENTAL ISSUES.

The City shall continue to coordinate with Osceola County, Orange County, the South Florida Water Management District, the East Central Florida Regional Planning Council, State and federal agencies having related jurisdictional responsibilities, and other organizations as appropriate to ensure consistent and coordinated management of environmental systems transcending jurisdictional boundaries.

POLICY 7.1.4.1: LIAISON WITH PERMITTING AGENCIES.

The City should continue to maintain formal liaisons with County, State, and federal agencies that have permitting responsibility within the City of Kissimmee.

POLICY 7.1.4.2: MANAGEMENT OF LAKE TOHOPEKALIGA, SHINGLE CREEK AND MILL SLOUGH.

The City shall continue to participate with Osceola County, the South Florida Water Management District, the State Department of Environmental Protection, and other environmental protection entities in resolving issues surrounding enhanced water quality, including, but not limited to, assessing development impacts and resource conservation implications. Water quality and quantity measures adopted by the SFWMD will be enforced by the City.

OBJECTIVE 7.1.5: DATA BASE MANAGEMENT AND COORDINATION.

The City shall maintain an appropriate data base in order to further the goals, objectives, and policies of the Comprehensive Plan.

POLICY 7.1.5.1: GENERATE NECESSARY DATA.

The City shall predicate growth management policies and land development strategies upon quantifiable data, where appropriate, that are generally consistent with recognized area-wide projections and forecasts. Where inconsistencies may be identified at a future point in time, the City shall coordinate respective technical issues at the staff level. In conflicts are not thereby resolved, the City shall use conflict resolution media for the purposes of achieving reconciliation.

POLICY 7.1.5.2: CONSIDERATION OF AREAWIDE DATA RESOURCES.

The City shall collect and analyze data developed by Osceola County, Osceola County School Board, and other public entities providing services but not having regulatory authority over the use of land.

OBJECTIVE 7.1.6: REMOVED.~~JOINT PLANNING AREAS.~~

~~THE CITY WILL CONSIDER ENTERING INTO A JOINT PLANNING AGREEMENT (JPA) WITH OSCEOLA COUNTY TO ADDRESS ITEMS OF MUTUAL INTEREST INCLUDING THE PROTOCOLS FOR ANNEXING LAND INTO THE CITY, AND FOR THE JOINT REVIEW OF COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND OTHER CHANGES TO LAND USES THAT MAY AFFECT BOTH JURISDICTIONS.~~

~~POLICY 7.1.6.1: ANNEXATION CRITERIA.~~

~~ANY JOINT PLANNING AREA (JPA) AGREEMENT ENTERED INTO BETWEEN THE CITY AND COUNTY SHALL CONTAIN SPECIFIC CRITERIA FOR THE ANNEXATION OF LAND. CRITERIA COULD INCLUDE BUT NOT BE LIMITED TO THE TIMING OF ANNEXATIONS; COORDINATION OF LAND USE DESIGNATIONS; THE TIMING OF INFRASTRUCTURE IMPROVEMENTS SUCH AS TRANSPORTATION, WATER, WASTEWATER, DRAINAGE, RECREATION, AND PUBLIC SAFETY FACILITIES, AND OTHER ISSUES DETERMINED TO BE IMPORTANT WITHIN THE JPA.~~

~~POLICY 7.1.6.2: COORDINATION OF FUTURE LAND USES.~~

~~WHEN THE CITY ANNEXES LANDS WITHIN A JOINT PLANNING AREA (JPA), FUTURE LAND USE DESIGNATIONS SHALL BE CONSISTENT WITH OBJECTIVE 1.1.10 OF THE FUTURE LAND USE ELEMENT. ADDITIONALLY, THE JPA MAY PROVIDE ADDITIONAL GUIDANCE REGARDING THE TIMING AND JOINT REVIEW OF PROPOSED FUTURE LAND USE DESIGNATION AMENDMENTS.~~

~~POLICY 7.1.6.3: COORDINATION OF LAND DEVELOPMENT PROPOSALS.~~

~~A JOINT PLANNING AREA (JPA) AGREEMENT SHALL PROVIDE THE CITY AND COUNTY WITH THE OPPORTUNITY TO REVIEW DEVELOPMENT PROPOSALS WITHIN THE JPA WITH REGARD TO COMPREHENSIVE PLAN CONSISTENCY IMPACTS ON URBAN SERVICES, AND OTHER ISSUES THAT MAY IMPACT THE INTERESTS OF EITHER THE CITY OR THE COUNTY.~~

~~POLICY 7.1.6.4: CONFLICT RESOLUTION.~~

~~A JOINT PLANNING AREA (JPA) AGREEMENT SHALL INCLUDE PROVISIONS FOR RESOLVING CONFLICTS OVER DEVELOPMENT PROPOSALS WITHIN THE JPA. THE CITY WILL, TO THE EXTENT PRACTICABLE, TIME ACTIONS SO AS TO MAXIMIZE INTERGOVERNMENTAL COORDINATION, COMMUNICATION, AND PROVISION OF PUBLIC FACILITIES.~~

OBJECTIVE 7.1.7: TEN YEAR WATER SUPPLY FACILITIES WORK PLAN.

The City shall periodically update its Ten Year Water Supply Facilities Work Plan consistent with the South Florida Water Management District regional water supply plan, and consistent with policies in Chapter 4: Public Facilities Element.

POLICY 7.1.7.1: AGENCY COOPERATION TO MAINTAIN WORK PLAN.

Maintaining and amending the Water Supply Facilities Work Plan shall be a cooperative effort between the City, Tohopekaliga Water Authority (TWA), and the South Florida Water Management District.

POLICY 7.1.7.2: CONSISTENCY WITH REGIONAL PLANS.

The Water Supply Facilities Work Plan shall be consistent with the most recently adopted Kissimmee Basin Regional Water Supply Plan Update from the South Florida Water Management District.

DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

In order to successfully implement the City's vision, a host of governmental and non-governmental entities must coordinate their activities and work together for the common good. This chapter describes the relationships the City has with other entities and organizations, and identifies planning agreements and initiatives the City is engaged in to provide services and maintain a safe and healthy local environment.

EXISTING INTERGOVERNMENTAL COORDINATION

This section provides an inventory of governmental entities and agencies with formal or informal relationships with the City of Kissimmee.

LOCAL AND REGIONAL ENTITIES

Coordination among entities whose primary focus is local or regional is essential for the continuation and implementation of the City's vision and adopted goals. While regional entities provide a means for greater interaction and cooperation throughout the Orlando Metro Area, special districts and local entities, especially Osceola County, have more direct and immediate interactions with the City on a daily basis. This close interaction allows, among other things, for the reduction of potential conflicts in the continuous provision of public services.

ADJACENT LOCAL GOVERNMENTS

The City of Kissimmee is surrounded by unincorporated portions of Osceola County to the north, east, southwest, and west. Lake Tohopekaliga lies to the City's immediate south. The City coordinates its growth management program with Osceola County and actively participates on various ad hoc Osceola County advisory groups to the County Commission.



The City has coordinated a number of major issues with the County, primarily through interlocal agreements (ILAs) and informal administrative functions. These coordination items include annexations, transportation improvements, fire protection services and emergency management response, and recreation services. The City and the County have also worked closely for the passage of the additional one and a half cent sales tax to increase local revenues, as well as legislative issues, economic development and housing initiatives, and for the protection of natural resources along Shingle Creek with the Shingle Creek Regional Park.

The City is also adjacent to portions of southern unincorporated Orange County. The City coordinates with Orange County regarding Flora Ridge, and water quality challenges and opportunities associated with Shingle Creek.

Special Districts

The Community Redevelopment Agency (CRA) is one of two special taxing districts located within the corporate limits of the City of Kissimmee. There are two Community Redevelopment Areas (CRAs) in the City:

- The Downtown Community CRA is in the downtown area of Kissimmee generally from the lakefront area north to US 192/Vine Street, and from John Young Parkway east to the CSX railroad tracks.

- The Vine Street CRA is located along the Vine Street corridor approximately a ¼-mile north and ¼-mile south of the corridor for the entire city limits.

The CRA uses tax increment financing as a major source of funding for various capital projects and economic development efforts for Vine Street and the downtown's business and residential districts. Other funding mechanisms the CRA uses include grants and local option sales tax collections.

The CRA is headed by a manager employed by the City and the City Commission serves as the advisory board that meets monthly regarding CRA activities and plans.

School District of Osceola County

The Osceola County School Board is authorized through statutes enacted by the Florida Legislature, and residents of the City help fund public school operations through an ad valorem tax assessment. The City, other local governments in the County, coordinate with the School District regarding school locations and the planning of school sites and the facilities needed to support them.

The School Board and the City signed an interlocal agreement in October 1998 that promotes coordination of school site development from the long-range planning stage through the site layout stage. Among the topics addressed in that agreement are: (1) coordination of planning for residential development; (2) coordination and selection of school locations;(3) coordination of planning in acquisition of schools; (4) purchasing and leasing of educational facilities other than schools; (5) comprehensive planning and zoning for educational facilities; (6) coordination of site planning for educational facilities; (7) review and processing costs; (8) compliance with State laws; (9) off-site improvements for expanded sites; and (10) joint-use of facilities and sharing of resources.

An updated agreement signed in July 2009 recognizes the need for coordination of residential development activity and school facilities planning. This interlocal agreement (ILA) also references the

master interlocal agreement between the School Board and the City regarding the sharing and co-location of educational and recreational facilities. The City of Kissimmee maintains relations with the School Board through a staff-level working group.

In addition, the City and the School Board have entered into other agreements (along with the City of St. Cloud and Osceola County) related to collection of impact fees, extension and re-distribution of the one cent sales tax approved by voters, an economic development incentive program, and the selection of a lobbyist to promote the interests of the four government bodies in state legislative issues. Additionally, the Flora Ridge Educational Facilities Benefit District levies non-ad valorem assessments for the construction and maintenance of elementary school facilities.

Tohopekaliga Water Authority

Established in October 2003 by a special act of the Florida legislature, the Tohopekaliga Water Authority (TWA) is the largest provider of water, wastewater, and reclaimed water services in Osceola County. The Authority was established for the sole purpose of providing regional stewardship over water resources in Osceola County. TWA took over all water, wastewater, and reclaimed water services originally provided by the City to its residents.

The TWA is governed by a six-member board of supervisors responsible for approving all operating policies and the nearly $124 million operating budget. The City appoints one member to the board of supervisors.

South Florida Water Management District

South Florida Water Management District (SFWMD), created by Chapter 25270 Laws of Florida (1949), is a multi-county independent special district responsible for flood control and water conservation in the South Florida region. The SFWMD is divided into five water supply planning areas, with the City located in the Upper Kissimmee Basin near the District's northernmost boundary in Orange County.

The SFWMD has regulatory authority over the use of land and may require administrative review and permitting of development proposals pursuant to state statute and the Florida Administrative Code. A development proposal may be required to obtain a management and storage of surface water permit, or construction permit pursuant to relevant State statutes and codes. The SFWMD Department of Resource Management has primary responsibility for coordination of these permitting procedures, and the City's Community Development Director (or designee) remains the principal liaison with the SFWMD.

The District is also responsible for coordinating with the City regarding water supply planning. In the City's case, since TWA is the water supplier, the City must coordinate with the District and TWA regarding maintenance of adequate water supplies through the planning period. The District also

encourages water conservation, particularly through the use of alternative water supplies, for which the City and TWA will continue to coordinate.

East Central Florida Regional Planning Council

The East Central Florida Regional Planning Council (ECFRPC) is a public planning agency that serves Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties and their cities. The ECFRPC advocates for cooperative planning efforts at the regional and sub-regional levels, and to otherwise bring together the public and private sectors to resolve issues of regional interest. The activities of the ECFRPC are overseen by a 32 member board of local elected officials and Governor appointed citizens.

The ECFRPC's current work program includes specific regional planning initiatives including the efforts associated with the MyRegion.org regional visioning activity, which provided development scenarios of the Orlando Metro Area through 2060. The ECFRPC also coordinates for emergency and hurricane response planning, management of the Lake Apopka and Wekiva River basins, and for lake protection. Other ongoing regional programs include an affordable housing information clearinghouse, power plants and other types of regional-scale facilities.

The ECFRPC is assisting the City and the County regarding the locations and designations of greenways and trails and the development of a county-wide trails system. The City Community Development Director, or their designee, is the City's principal liaison on technical issues involving the City's Comprehensive Plan and regional planning activities. The Planning Advisory Board and the City Commission maintain responsibility for managing policy issues surrounding regional planning activities.



MetroPlan Orlando

MetroPlan Orlando is the region's Metropolitan Planning Organization (MPO). MetroPlan is responsible for comprehensive transportation planning throughout the Orlando metropolitan area, and is comprised of elected officials from local governments located within that area. The City of Kissimmee is represented on the MetroPlan board by one of its elected officials, as appointed by the City Commission. Through comprehensive transportation planning procedures and processes, MetroPlan develops the Long Range Transportation Plan, from which a Transportation Improvement Program is developed and adopted. MetroPlan also considers bicycle, pedestrian, mass transportation, and airport facilities in its planning efforts.

To provide MetroPlan with technical assistance in its decision-making process, a Transportation System Management & Operations Advisory Committee (TSMO) has been established to include professional input from local and county government engineering and planning staffs, FDOT district offices, and other agencies. Staff members from the City's Community Development Department, Public Works, and the Engineering Department represent the City on MetroPlan's TSMO, Community Advisory Committee, and the Technical Advisory Committee.

Central Florida Regional Transportation Authority

The Central Florida Regional Transportation Authority, or LYNX, provides mass transit services in the City and within the greater Orlando Metro area. The City shares a portion of its gas tax revenue with LYNX in return for transit services for residents and visitors. The City coordinates with LYNX regarding various mass transit issues and the development of new routes within the City.

Commuter rail is planned to be provided to Kissimmee in the future and the City coordinates with various transportation and agencies for the stations proposed Downtown and near Poinciana. The Central Florida Commuter Rail Commission (CFCRC) oversee SunRail and consists of representatives from the five funding agencies.

Kissimmee Utility Authority

The Kissimmee Utility Authority (KUA) continues to provide electrical power service to area residents, and the City's power system is connected to the statewide electric grid. In the late 1990's KUA separated from the City's pension plan, and other financial ties are limited, in recognition of the changing climate for electrical service providers. KUA is still under control of the City Commission, in that it is run by a Board appointed by the City Commission. KUA continues to annually submit a capital and operating budget to the City Commission.

Solid Waste Services

Although the City provides residential solid waste collection services, it maintains franchise agreements for commercial solid waste collection services within the City. Wastes collected in the City are deposited at the J.E.D. Solid Waste Management Facility, operated by Omni Waste of Osceola County. This private landfill facility in Holopaw is also the deposition site for wastes collected throughout Osceola County. The City, the County, and the City of St. Cloud maintain an ILA for the continued deposition of wastes at this facility.

Natural Gas Services

The City of Kissimmee maintains a franchise agreement with Peoples Gas, a subsidiary of TECO Energy Incorporated, to supply residential, commercial, and industrial natural gas demands within its corporate limits.

State Agencies and Entities

A number of State agencies provide regulatory services within and around the City, which help maintain the character and quality of the community and local environment, as well as natural and historic resources. The City uses the expertise of these agencies in an advisory capacity. Additionally, local development regulations require that applicants for development coordinate with City staff and staff from the agencies below whenever issues arise during the development approval process.



Major federal agencies with which the City of Kissimmee coordinates include the Federal Aviation Administration (FAA), the Department of Housing and Urban Development (HUD), the Environmental Protection Agency (EPA), the U.S. Army Corps of Engineers, and the Bureau of the Census.

Florida Department of Economic Opportunity

As the State Land Planning Agency, the Florida Department of Economic Opportunity (DEO) provides technical assistance to local governments with respect to the following service areas: 1) rural and urban small business assistance and economic development; 2) community planning; 3) assistance programs for low-income Floridians; and 4) special district information. DEO administers a variety of grant programs including those focused on infrastructure, economic development, housing rehabilitation, and revitalization.

The City of Kissimmee coordinates with DEO in maintaining the adopted Comprehensive Plan, pursuant to Chapter 163, F.S. The City Community Development Director, or designee, serves as principal liaison on comprehensive plan activities, including typical amendments to the plan, Evaluation and Appraisal Reports (EAR), and EAR-based Plan amendments.

Florida Department of Environmental Protection

The Florida Department of Environmental Protection (DEP) is among the most diverse state agencies, and is responsible for regulatory programs, land and recreation, and planning and management.

The DEP seeks to preserve the quality of State land, water, and air resources through the regulation of industrial and household wastes, hazardous wastes, air pollution emission, solid waste disposal, dredge and fill activities, water quality and quantity, and alterations to wetlands and other environmentally sensitive areas.

The DEP is also the State permitting agency having environmental regulatory authority over the use of land within waters of the State. Construction activities, including dock and pier construction, involving

dredging and filling of Lake Tohopekaliga, Mill Slough, Shingle Creek, or any channel or drainage canal within the City must receive dredge and fill permits from DEP prior to project commencement. The Orlando district office, is responsible for the coordination of all permit applications, and the City Community Development Director (or designee) serves as the City's principal liaison with the DEP.

The Division of Natural Resources protects and conserves Florida's natural resources and manages State owned lands, and is responsible for the state's Florida Forever program. Through this program, sensitive land is purchased for conservation and recreation purposes, preserving them from future development. Lands within Shingle Creek Regional Park were secured through this program.

Florida Department of Transportation

The Florida Department of Transportation (FDOT) directs transportation planning functions and project coordination for Florida's transportation systems. The FDOT has authority to direct the design, construction, maintenance, and related activities of the Florida Highway System, and in particular the Strategic Intermodal System (SIS). The SIS includes transportation facilities that are of particular importance to the movement of people and goods within the State.

The FDOT maintains a measure of regulatory authority over the use of lands along State roads, including setting design standards for curb cuts on the State's highway system. In addition, FDOT is responsible for determining the functional classification of state roads within the City. The City's Public Works and Engineering Director, or designee, serves as principal liaison with FDOT for roadways, the airport, and rail facilities.

Florida Department of Health

Florida's Department of Health (DOH) is responsible for the health and safety of all citizens and visitors to the state. As a public health agency, the Department is charged with monitoring the health status of Floridians, diagnosing and investigating health problems and mobilizing local communities to address health-related issues. The Department develops policies and plans that support public health goals, enforces laws and regulations that protect the public's health, links people to needed health care services and provides services where necessary to assure access. The Department also provides specialized assistance to pregnant women, infants and children with special health care needs, and licenses and regulates health care practitioners. The City principally coordinates through the regional office and through the County Health Department, which incorporates not only conventional public health functions but also environmental health. DOH is charged with managing a broad range of environmental issues, including septic tank regulation, water quality, and pollution control.

Florida Department of Children and Families

The Department of Children and Families (DCF) is unique among state agencies because it is composed of locally-designed and operated entities that meet the special needs of the communities they serve. The City principally coordinates through the Circuit 9 of the Central Florida regional office of DCF. District 9 includes Orange and Osceola counties. The City coordinates with DCF on issues surrounding delivery of rehabilitative social and medical services for children, youth, family, and elderly, including services directed toward special needs.

Florida Fish and Wildlife Conservation Commission

The Florida Fish and Wildlife Conservation Commission (FFWCC) monitors water conditions and wildlife associated with Lake Tohopekaliga, Shingle Creek, and Mill Slough. The Commission continues to monitor water quality and fish populations in this important waterbody. The Commission also reviews projects that may have potential negative impacts on local fish and wildlife habitats, or that may intrude and disturb habitats occupied by listed species.

Florida Department of State

The City of Kissimmee coordinates with the Florida Department of State primarily on issues related to State archives and records, historic sites and properties, libraries, and fine arts. The City works with the Division of Historical Resources in addressing comprehensive planning issues involving historical and archaeological sites of significance. The Department of State is also a City source for obtaining rules and regulations promulgated by State agencies. Similarly, the City coordinates with the Department of State in carrying out regulatory procedures of State administrative law.

Florida Department of Agriculture and Consumer Services

The City of Kissimmee coordinates with the Florida Department of Agriculture and Consumer Services (DOACS), Division of Forestry, as well as its Agriculture Agent Extension Service, both of which maintain personnel within Osceola County. The City staff and residents receive technical assistance, consumer related services, and publications that address a broad range of special services provided by DOACS. The Division of Forestry manages the growth and preservation of State woodlands within Osceola County, as well as authorizes controlled burning of grasslands, and flatwood understories. The extension office has also assisted local governments in the promotion of eco-tourism and the development of the county-wide ad hoc greenways and trails sub-committee.

Coordination Mechanisms and Potential Coordination Needs

The City of Kissimmee has several different outlets for formal coordination and binding agreements, as well as informal activities performed at the administrative level. This subsection describes existing intergovernmental coordination mechanisms.

INTERLOCAL AGREEMENTS

A principal method by which governmental entities engage in enforceable agreements is the interlocal agreement (ILA). The City maintains agreements with entities as varied as special districts and Charter counties, and enters into these agreements as formally executed legal documents binding each of the signing parties to a set of agreed upon actions.

As noted above, the City maintains an ILA with the Tohopekaliga Water Authority for the provision of water and wastewater services, as well as several ILAs with the School Board and the other local governments in Osceola County for public school planning. The City of Kissimmee and Osceola County have an ILA that addresses the provision of fire rescue services, whereby each agency will cover areas closest to their facilities regardless of jurisdictional boundaries in order to maintain the health, safety, and welfare of residents. Additionally, the City and County maintain an ILA to jointly manage lands purchased for resource management. The Shingle Creek Regional Park is among these jointly maintained areas, and both entities work cooperatively to implement the park's management plan.

The City of Kissimmee and Osceola County also maintain an ILA with a private company regarding operation and maintenance of the solid waste collection and disposal system. Under the terms of the agreement, the City maintains responsibility for collecting solid waste within its incorporated area and uses the County's transfer sites prior to deposition at the privately owned landfill site in Holopaw.



The City and County also maintain ILAs regarding the collection and distribution of development impact and mobility fees and the county's Public Service Taxes. As a result, the City agrees to charge County residents the same amount as City residents for the use of City recreational facilities, and the City provides a portion of transportation fees to the County for road maintenance and construction.

The City of Kissimmee and Osceola County entered into an ILA authorizing the County to develop a local hazard mitigation plan for the county. The county developed a single, unified local mitigation strategy to pre-identify and prioritize hazard mitigation projects in unincorporated and municipal local government jurisdictions. The City cooperated with the County in developing the Local Mitigation Strategy (LMS), and DEO was also instrumental in development of the LMS, which has in turn become part of the Statewide Hazard Mitigation Strategy.

There are several ILAs between the City, and the City of St. Cloud, Osceola County, and the Osceola County School Board. These agreements include the development of a Countywide Parks and Recreation Master Plan, selection of a lobbyist to promote the area's legislative interests, a school impact fee ordinance, an economic development incentive plan, and an agreement to extend the one-cent sales tax and to share the revenue generated with each of the four entities. These governmental bodies meet quarterly to discuss issues that require or impact intergovernmental coordination, which has increased the effectiveness of intergovernmental coordination efforts by the City.

The City maintains a score of additional agreements, all of which help to maintain achieve the goals within the Comprehensive Plan.

JOINT PLANNING INITIATIVES

The City of Kissimmee actively supports the ECFRPC, including through the participation of elected officials and staff on boards and committees. City staff assists the ECFRPC, and also the County and the School Board, in coordinating land use, population, public school student population, and housing data.

The City also actively supports MetroPlan Orlando, the region's Metropolitan Planning Organization (MPO). One of the City's commissioners serves on the MetroPlan Orlando Board, while staff members represent the City on several MetroPlan committees and sub-committees. These committees and boards address various transportation needs throughout the region. In addition to MetroPlan, the City also supports LYNX, the Central Florida Regional Transportation Authority. LYNX provides bus service to the area. The City shares a portion of its gas tax revenue with LYNX in return for bus service. The City coordinates with LYNX regarding various mass transit issues and the development of new routes within the City. Through transportation related the committees, the City also coordinates with the Central Florida Commuter Rail Commission responsible for SunRail funding.

The City of Kissimmee has a formal agreement with the South Florida Water Management District (SFWMD) whereby the SFWMD reviews all site plans within the City of Kissimmee. The primary focuses of the SFWMD reviews are to:

- Determine and enforce acceptable surface water management standards;
- Assure enforcement of applicable water quantity and quality standards;
- Assist in floodplain management; and
- Assure preservation of wetlands.

Dispute Resolution

If the City and another governmental entity or agency cannot come to agreement on an issue of concern, the City has determined that the ECFRPC is the body through which intergovernmental disagreements are to be settled – principally through mediation – unless another entity is agreed upon by both parties to the dispute. If such disputes cannot be resolved through mediated discussions, or other techniques used by the regional planning council, the City could take more formal judicial actions, but such steps are costly in time and resources.

Administrative-Level Coordination Activities

Osceola County assists the City of Kissimmee in enforcing the Federal Aviation Administration height regulations, including locally adopted airport approach zone regulations, by reviewing all site plans within unincorporated areas situated within the boundaries of the airport approach zones. This review process assists in preventing hazards to air navigation which otherwise might occur without more prudent management. The City and County also reciprocate in reviewing site plans adjacent to respective common boundaries to determine whether the developments will have negative impacts on their respective public facilities.

The City of Kissimmee and the Osceola County School Board maintain site plan review coordination, and to maintain compliance with the City's Land Development Code and State law. In addition, staff from the School Board participate on the City's Development Review Committee to determine whether a development proposal will produce traffic impacts, increased student enrollments, or otherwise impact school facilities in the Concurrency Service Area of a proposed development.

Enhancing Intergovernmental Coordination

The City of Kissimmee has identified several intergovernmental issues that may require additional or heightened levels of coordination. The City's vision of an interconnected multimodal transportation system relies heavily on continued cooperation and communication between LYNX, Osceola County, MetroPlan, and the FDOT. These coordination activities may be specifically determined in the future and included as policies in the Comprehensive Plan, or they may be included in a formal ILA.

The City's involvement with the County and other regulatory agencies, with respect to addressing other issues that may arise, are ongoing. The City of Kissimmee will continue to coordinate with the entities and agencies listed in this Element regarding multi-jurisdictional issues involving growth and land development, the supply and provision of public facilities and services, and resource conservation. Each Element of this Comprehensive Plan describes proactive approaches for maintaining and refining coordination activities and processes that may provide more effective services or management, depending on the situation. In order to promote and further the regional and local visions, these approaches will be applied to solve coordination issues and/or conflicts, as appropriate.

SUMMARY

This element identifies the entities and agencies with which the City primarily coordinates, and provides a description of those coordination activities. The formal and informal coordination mechanisms established between these entities and the City are essential for the continued provision and maintenance of services, as well as regulatory activities that help the City maintain its vision and sense of character, and protects the natural environment and natural resources.



8 CAPITAL IMPROVEMENTS

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Kissimmee 2040 2050 Comprehensive Plan

Capital Improvements Element

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
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date Amendments:

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Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Capital Improvements Element pursuant to §163.3177(5)(c), Florida Statutes.

GOAL 8.1 MANAGEMENT OF CAPITAL IMPROVEMENTS.

The City shall undertake actions necessary to adequately provide needed public facilities within the City's jurisdiction in a manner which protects investments and existing facilities, maximizes the use of existing facilities, and promotes orderly compact growth.

OBJECTIVE 8.1.1 RATIONALE FOR CAPITAL IMPROVEMENTS.

Capital improvements will be provided for purposes of correcting existing deficiencies, accommodating desired future growth, and replacing worn-out or obsolete facilities, as indicated in the five-year schedule of improvements contained within this Element.

POLICY 8.1.1.1: INTENT OF CAPITAL IMPROVEMENT ELEMENT.

The City is committed to growth management which incorporates appropriate fiscal management practices and procedures. The City shall consider the use of all legal and equitable fiscal management techniques to achieve delivery of public services and facilities needed by existing and anticipated future populations. The capital improvement program presented herein identifies capital improvements needed by the existing population to satisfy levels of service standards incorporated within this Comprehensive Plan. The City shall consider performance standards as well as legal and equitable fees, where appropriate, to ensure that new developments provide in advance of development a sufficient level of public facilities and services (or fees in lieu thereof) in order to cover the costs of needed facilities and services, the demands for which are specifically attributable to such new development.

The element shall provide a basis for estimating fiscal impacts required by capital improvements included in the Comprehensive Plan. The capital improvements program and budgeting process provides an on-going process for continued planning and review of the City's capital outlays, including their location, timing, estimated cost, relative priority, and potential funding sources. The capital improvement program and budget process is an advisory planning function. Capital outlays are fixed only by the City Commission.

POLICY 8.1.1.2: CAPITAL IMPROVEMENT PROGRAM.

The term "capital improvement" project, as used in the Comprehensive Plan, is defined as a project that is self-contained and that will usually be constructed or purchased as a unit. Capital improvements generally include only those items constructed or purchased that have a useful life extending beyond a ten-year period following their acquisition, and usually involve a cost in excess of $10,000 or involve the acquisition or disposal of land regardless of cost. Minor recurring annual expense items, including routine maintenance and repairs, are excluded. All projects that are to be financed from bond funds are included. Similarly, preliminary engineering studies for public facilities such as the design improvements to the transportation, water, wastewater, and drainage systems are generally itemized as capital expenditure items due to their significant cost and their impact on the capital improvement program.

The capital improvement program and budget is concerned with the assessment of need, assignment of priorities, and efficient allocation of City's existing and potential fiscal resources for major community improvements or acquisitions over a five to ten year period. The fundamental purposes of the capital programming process are as follows:

- To consolidate and coordinate all the various departmental requests by taxing district with the hope of reducing delays and coordinating individual improvement programs.
- To establish a system of procedures and priorities by which each proposal can be evaluated in terms of public need, long range development plans, and short and long-term fiscal management impacts.
- To schedule future capital outlay projects pursuant to identified needs and priorities.
- To set forth a financing program that identifies potential funding sources, including but not limited to ad valorem taxes/general obligation bonds; user fees/revenue of excise tax bonds; grant programs; equitable contributions or exactments; as well as performance standards and other components which may be used as a fiscal strategy for obtaining needed capital improvements in developing areas.
- To coordinate joint projects involving participation by one or more local governments, as well as regional, state, or federal agencies.

Policy 8.1.1.3: Capital Improvement Program and Budget as a Plan Implementation Device.

The capital improvements program shall be used for achieving orderly urban growth and development. By providing a planned and reasonably reliable schedule of public projects, the capital improvement program and budget shall provide a guide for both public and private capital investment decisions influencing community development patterns. The capital improvement programming and budgeting process is a primary tool for closely coordinating land use planning and fiscal management required to successfully carry out the Comprehensive Plan.

Policy 8.1.1.4: Availability and Scheduling of Capital Improvements.

The City shall include within the five-year schedule of capital improvements all capital improvements which are identified in any of the respective elements of the City's Comprehensive Plan. Capital improvements with an estimated cost of more than $10,000 shall be included in the five-year capital budget and annual budget. The budgets shall be prepared by the City Manager and adopted by the City Commission. Also, the capital improvement program and budget process shall be used to plan for needed infrastructure improvements to serve developments for which development orders were issued prior to plan adoption.

Policy 8.1.1.5: Priorities in Allocating Capital Improvements.

In allocating priorities for scheduling and funding capital improvements needs, the City shall assign highest priority to capital improvement projects in the five-year schedule of improvements which are designed to correct existing deficiencies.

Policy 8.1.1.6: City Manager to Draft and Rank Capital Improvements Priorities.

The City Manager shall have the authority and responsibility to evaluate and recommend a rank order of priority for each capital improvement which is proposed for inclusion in the five-year schedule of capital improvements. The City Commission shall review and retain its authority to adopt the recommendations of the City Manager with or without modifications in the proposed five-year schedule of improvements.

Policy 8.1.1.7: Capital Improvement Project Evaluation Criteria.

Proposed capital improvement projects shall be evaluated and ranked according to the following priority level guidelines:

1. Level 1: Whether the project is needed to:

a. Protect public health and safety.

b. Fulfill the City's legal commitment to provide facilities and services.

c. Preserve or achieve full use of existing facilities.

2. Level 2: Whether the project accomplishes the following:

a. Increases efficiency of existing facilities.

b. Prevents or reduces future improvement costs.

c. Provides service to developed areas lacking full service or promotes in-fill development.

3. Level 3: Whether the project:

a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use Element goals, objectives and policies, including the Future Land Use Map.

OBJECTIVE 8.1.2: FUTURE DEVELOPMENTS TO BEAR COSTS OF THEIR RESPECTIVE INFRASTRUCTURE IMPACTS.

Future development shall bear a proportionate cost for facility improvements necessitated by the development in order to maintain adopted levels of service (LOS) standards.

POLICY 8.1.2.1: FUNDING TRANSPORTATION IMPACTS GENERATED BY NEW DEVELOPMENT.

The City shall maintain the mobility fee program to address the improvement of all modes of transportation, including pedestrian, cycling, transit, and roadway improvements throughout the City. The funding mechanism used by the City shall base the fees on a proportionate share funding methodology to ensure that required mitigation is proportionate to the development's transportation impact and will be used to finance multimodal projects that will allow the City to achieve the quality of service standards indicated in the Transportation Element.

POLICY 8.1.2.2: RECREATION IMPACT FEES.

The City shall continue to enforce the City's recreation impact fee which shall require that new development pay pro-rata for recreational land and facility needs generated by the respective developments.

Policy 8.1.2.3: Funding Water and Wastewater Impacts Generated by New Development.

The Toho Water Authority assesses new development for water and wastewater facility improvements necessitated by the respective development. The land development regulations shall incorporate performance criteria assuring that all new development provide water and wastewater improvements meeting adopted levels of service standards.

Policy 8.1.2.4: Funding Stormwater Management Improvements.

The City shall continue to require new development to pay its fair share of the costs associated with stormwater management for their development, whether through the installation of improvements or other means. However, development in the following described downtown area may be exempted from this requirement:

All of Blocks 10 through 14, Blocks 17 through 21 and Block 26 and the abutting streets, avenues and alleys thereof, according to the South Florida Railroad Company's Plat of the Town of Kissimmee City, Osceola County, Florida. Also Lot 4 of Block A, and all of Lots 2 and 3 of Block I of W.A. Patrick's Addition to Kissimmee City, Osceola County, Florida, and all of Johnston's and Prevatt's Subdivisions of Lots 1 and 4 of Block I of said W.A. Patrick's Addition, and abutting streets, avenues and alleys thereto.

Objective 8.1.3: Fiscal Resource Management.

The City shall manage fiscal resources to ensure provisions of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 8.1.3.1: Availability of Adequate Public Facilities.

The City shall include an adequate facilities requirement as part of the land development regulations.

The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of services for the water and wastewater systems, solid waste system, stormwater management, recreation, and the transportation systems. Prior to issuing a building permit the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to the level of service stipulated in Policy 8.1.4.1 of this element.

Policy 8.1.3.2: Limitation on Indebtedness.

In providing general fund capital improvements, the City shall limit the maximum of outstanding general obligation indebtedness to no greater than (20%) percent of the property tax base. The City shall also restrict the issuance of revenue bonds to 1.25 times the revenue bond debt.

Policy 8.1.3.3: Capital Improvements Program.

The City shall prepare and adopt a five-year capital budget and annual budget as part of its budgeting process.

Policy 8.1.3.4: Fiscal Coordination.

The City shall coordinate with Osceola County, and the City of St. Cloud to develop a financially feasible work program as provided in local ordinances.

Policy 8.1.3.5: Funding Existing Transportation System Deficiencies.

Road improvements required to correct existing deficiencies in current levels of service are identified in the *Existing Level of Service Map* in the Transportation Element. Pedestrian, bicycle, and transit improvements required to meet adopted Multimodal Quality of Service Standards stipulated in Policy 8.1.4.1 of the Element. The City shall consider financing these improvements through:

- tax increment financing;
- special assessments;
- local option gas tax;
- revenue sharing funds;
- Community Development Block Grant funds;
- other measures which may be made available in the future through State and federal categorical grants; or
- all other available techniques.

Policy 8.1.3.6: Funding Existing Stormwater Management System Deficiencies.

Existing deficiencies in the stormwater management system shall be alleviated by scheduled improvements funded through the sales tax funds or other revenues.

Policy 8.1.3.7: Grantsmanship.

The City shall pursue available grants such as the Community Development Block Grant Fund; public facility revolving loan programs administered through the Department of Environmental Protection; the Florida Forever property acquisition program; and other public or private grantsmanship programs in order to finance the provisions of needed capital improvements.

Objective 8.1.4: Management of Development Orders and Permits.

Decisions regarding the issuance of development orders, building permits, certificates of occupancy, and other applicable permits shall be consistent with goals, objectives, and policies of the respective Comprehensive Plan elements, the City's adopted Land Development Code, the requirements for adequate public facilities meeting stated levels of service criteria.

Policy 8.1.4.1: Level of Service Standards.

The City shall use the following LOS standards in reviewing the impacts of new development and redevelopment upon public facilities.

1. Potable Water and Wastewater Consumption and Generation Rates are provided as the established LOS for these public facilities and are reflected below.

Table 8-1: LOS Potable Water and Wastewater

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
Commercial		
Minimum commercial	300	300
Barbershops and beauty shops (per work station)	100	100
Dentist offices (includes orthodontists and oral surgeons)	250	250
Per doctor/dentist or hygienist if no dentist present (dental office utilizing water conservation system)	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Doctor Office (Includes Medical Clinics)		
Per doctor	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Food Service Operations		
(1) Ordinary restaurant (per seat)		
(a) 3 meal periods/day	30	30
(b) 2 meal periods/day	25	25
(c) 1 meal period/day	15	15
(2) Restaurant- freeway, highway commercial or tourist commercial type zoning (per seat)		
(a) 3 meal periods/day	50	50
(b) 2 meal periods/day	30	30
(c) 1 meal period/day	20	20
(3) Franchise fast food restaurants (per seat) (exclusive of fried chicken franchises)	30	30
(4) Franchise fried chicken eat-in/take-out (per seat	40	40
(5) 24-hour restaurant (per seat added to (1)-(4)	10	10
(6) Sandwich shop (combination dine-in/carry-out) (excludes friend and grilled foods) Same as ordinary restaurant	Same as ordinary restaurant	
(7) Pizza carry-out/delivery (only) (excludes restaurants with seating)	300	300
(8) Bar and cocktail lounge (per seat)	10	10
(9) Drive-in restaurant (per space)	10	10
(10) Carry-out or drive thru restaurant service (excludes restaurants with seating)		
(a) Minimum	300	300
(b) Per square foot	0.5	0.5
As addition to ordinary restaurant (per square foot)	0.5	0.5

Type of Establishment	Gallons Per Day (GPD) Water	Wastewater
(11) Dinner theater per seat per show (exclusive of any ancillary services such as retail, animal care, etc)	10	10
(12) Ice cream shop, donut shop, bakery shop (note: food not made on site, stores restricted solely to retail sale of food specialty and no meals served)		
(a) Minimum	300	300
(b) Per square foot of floor space	0.25	0.25
(13) Food specialty shops such as bakery shops and donuts shops, which produce products on site. (note: restricted to retail sales, no wholesale services and no meals served)		
(a) Minimum	300	300
(b) Per square foot of floor space	0.5	0.5
(14) Catering operations: to be evaluated individually depending on specific operations		
Hotels and Motels		
(1) Ordinary motel or hotel sleeps maximum of four per room	120	135
(2) Suite motel or hotel		
Room occupancy maximum 5-6 (per room)	180	202.2
Room occupancy maximum 7-8 (per room)	240	270
Room occupancy exceeds 8, additional (per occupant)	28	310.5
Additional for kitchenettes (per room)	40	45
Additional for refrigerator and hot plates (per room)	16	18
(3) Meeting and/or banquet rooms per seat	4	40.5
Note: Motel/hotel facilities such as cocktail lounges, shops, offices, recreational facilities, etc. which are not for the exclusive use of the guests will be assessed separately in accordance with this section		
Laundries, Self-Service		
Per machine (regular)	300	300
Per machine (50 lbs. or greater)	400	400
Note: Flow may be calculated by providing manufacturer's specifications on water use/load and substantiated documentation on loads/machine/day		
Laundries, Commercial		
Minimum per machine	400	400
Note: Flow will be calculated based on manufacturer's specifications on water use/load and documented on loads/machine/day		
Office buildings (per 100 square feet)	15	15
Retail Sales general exclusive of food services, laundries, and other commercial services outlined herein		
For a single business:		
(1) 0-50,000 square feet square feet- per square foot	0.1	0.1

Type of Establishment	Gallons Per Day (GPD) Water	Wastewater
(2) 50,001-100,000 square feet- per square foot	0.075	0.075
(3) greater than 100,000 square feet per square foot	0.05	0.05
Service Stations		
(1) Fuel and oil sales only		
Per plumbing fixture for human waste	150	150
Per employee	20	20
(2) Maintenance facilities (add on to fuel and oil sales)		
Per service bay	100	100
Per employee	20	20
Shopping Centers, see retail		
Stadiums, race tracks, ball parks (per seat)	4	40.5
Stores, see retail		
Theatres		
Indoor, auditoriums (per seat)	4	40.5
Outdoor, drive-ins (per space)	4	40.5
Travel Trailer/Recreational Vehicle Parks		
(1) Spaces without water and sewer hookup (per space)	50	50
(2) Spaces with water and sewer hookups (per space)	100	100
Industrial		
Factories, exclusive of industrial or process wastewater		
(1) Per employee per shift	20	20
Add for showers	15	15
Add for cafeteria	5	5
(2) Industrial waste shall be calculated as to quantity and strength by the developer's engineer and submitted for approval		
(3) Light industrial/retail centers- same as general retail		
(4) Warehouses- per sanitary plumbing fixture (toilet, urinal shower, etc.)	150	150
Institutional		
Churches		
Sanctuary (per seat)	20.4	20.7
Note: administration offices, daycare facilities, schools, etc. will be assessed separately		
Hospitals		
Rooms (per bed)	150	150
Food service (per seat)	30	30

Type of Establishment	Gallons Per Day (GPD) Water	Wastewater
Outpatient and administrative services (per square foot of floor space)	0.2	0.2
Nursing, Rest Homes, Care Facilities		
Per patient/resident	100	100
Per staff member per shift	20	20
Public Institutions (Correctional Facilities)		
Per patient/inmate	100	100
Per staff member per shift	20	20
Schools (per student)		
Day-type	40.8	50.4
Boarding-type	100	100
Swimming and bathing facilities, public (per person)	10	10
Residential		
Residences		
(1) Single family- detached	255	276
(2) Attached: multifamily, apartment and single family residential duplex, triplex, quadruplex, etc., (per unit, per bedroom)		
1st bedroom	127.5	138
After 1st bedroom	64	69
(3) Mobile home doublewide (per unit)	255	276
(4) Mobile home single-wide (per unit)	191	207
(5) Retirement community- restricted qualified housing for older person under Department of Housing and Urban Development rules	153	166
Note: In residential units of less than three bedrooms a den will be counted as a bedroom		
Potable water pressure shall be provided at no less than 40 pounds per square inch at property lines		

The areas of the City served by central potable water facilities shall meet the following levels of service standards for potable water supply:

Potable Water and Wastewater Supply Standards (gallons per day - gpd)	Tohopekaliga Water Authority
Residential	96 gpd per capita
Hotel/Motel	120 gpd per room
Commercial	0.1 gpd per gross square foot of floor area
Public or Private Schools	4.8 gpd per student
Operational Standard	
All Land Use Types	98% of the maximum permitted capacity and minimum 20 PSI pressure will be maintained during fire flow conditions

2. Solid Waste:

    a. 5.1 pounds per person per day

3. Stormwater Management:

    a. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development prior to the issuance of a development permit:

    i. Limit the allowable stormwater peak discharge detained from a site to be developed or altered to the pre-development or pre-alteration peak discharge for the ten-year frequency, 72-hour duration storm. Retention/detention ponds, for all sites greater than ten acres total area, shall have a minimum of one foot freeboard.

    ii. Limit velocities in any new system to a maximum of 3 feet/second or less for the ten-year storm.

    iii. Roadway stormwater management system shall be designed for the ten-year storm event, utilizing the Florida Department of Transportation Rainfall Intensity Curves.

    iv. The design storm frequency to be utilized for the design of pavement stormwater management shall be the ten-year.

v. Water Quality - Wet detention for the first inch of runoff or the total runoff of 2.5 inches times the percent of imperviousness, whichever is greater. Reductions in the above volumes of 25% and 50% for dry detention and retention respectively can be applied when conditions permit. Industrial zoned projects shall provide at least 1/2 inch dry detention or retention pretreatment as part of the required retention/ detention.

vi. Incorporate a floodplain management standard which requires that no net reduction occurs in flood storage (e.g., 100-year flood) for any development within the impacted area.

vii. The Land Development Code shall continue to include mandatory retention and/or detention of stormwater discharge from developed or altered sites, per Chapter 62-25, Florida Administrative Code.

4. Recreation Standards for Space Needs:

   a. 5 acres per 1,000 residents

5. Transportation Standards:

The City of Kissimmee hereby adopts LOS D for the peak hour for major thoroughfares (arterials and collectors), except those major thoroughfares located in the Multimodal Transportation District (MMTD). LOS E is hereby adopted for the peak hour for major thoroughfares within the MMTD. Objective 2.1.2 of the Transportation Element identifies mobility strategies for implementation if a roadway fails to meet the adopted quality of service standard.

   a. Citywide Requirements

   The following standards shall be applied on a citywide basis:

   i. Provide for the continuation and expansion, where feasible, of the street grid to promote connectivity, improve pedestrian conditions and increase access to transit.

   ii. Inside the MMTD, roadway expansions to add lanes shall be supported only if pedestrian and bicycle, facilities are part of the improvement or new lanes will be dedicated for transit service. City reviews of roadway expansions to add lanes for areas outside the MMTD also shall consider pedestrian, bicycle, and pedestrian enhancements.

iii. Enhance pedestrian, bicycle, and transit conditions, using a “complete streets” approach to site design and development.

- “Complete Streets” are designed to enable safe access for all users including pedestrians, bicyclists, transit riders, and motorists of all ages and abilities.

iv. Eliminate gaps in the pedestrian/sidewalk system to facilitate access to services and facilities.

v. Implement traffic study procedures for proposed development outside the MMTD that address the needs of a multimodal transportation system. The required traffic study methodologies and development review shall at a minimum evaluate:

- the need for road or intersection improvements;
- access to existing or proposed transit services, including the provision of on-site transit infrastructure;
- the need for pedestrian or bicycle network improvements;
- pedestrian and bicycle cross access between sites;
- the need for “complete street” treatment; and
- the potential for access to the Shingle Creek trail.

vi. All new development, consisting of residential and non-residential, must include sidewalks on both sides of local, collector and arterial streets. All new development adjacent to a bicycle route identified in the City of Kissimmee Bicycle and Pedestrian Master Plan shall be required to provide bikeways which tie into the bicycle lane network.

vii. The City shall identify funding sources for any bicycle and pedestrian projections within the Five-Year Schedule of Capital Improvements. Projects may include those identified in the City of Kissimmee Bicycle and Pedestrian Master Plan, and may be funded with developer contributions. The City shall annually assess progress toward the construction of bicycle and pedestrian improvements.

viii. The City shall review and update the Land Development Code to include recommendations identified in the City of Kissimmee Bicycle and Pedestrian Master Plan.

ix. The City shall continue to coordinate with Lynx, the Florida Department of Transportation (FDOT), and Osceola County to add additional transit service and improve service to achieve a citywide QOS D along the transit network.

b. Areas Within One-Half Mile of Existing and Proposed SunRail Transit Stations

The following standards will be applied to areas within one-half mile of an existing or proposed SunRail transit station (excluding the Multimodal Center which is subject to MMTD policies):

i. The City will coordinate with Osceola County, Lynx, Florida Department of Transportation (FDOT), and other agencies on the location and development of SunRail stations to support the investment in transit infrastructure.

ii. The City will develop a forum for station-area planning and integrating land use and transportation planning to improve mobility and foster community involvement in the location and design of stations.

iii. The City shall adopt urban form standards in the Land Development Code to define development patterns that promote pedestrian and transit activities and create a more walkable environment in proximity to the station. Items to be addressed include the placement and design of parking; safe, comfortable and convenient pedestrian access to the station; balance and proximity of uses; and safe and protected bicycle parking.

c. Areas Within One-Quarter Mile of Existing and Proposed LYNX Routes

The City shall establish the following types of standards in the Land Development Code to be applied to areas within one-quarter mile of existing and planned Lynx routes:

i. Require new development, including redevelopment, to provide direct and convenient pedestrian and bicycle access to sidewalks and bus stops and provide marked crossings from the stop or sidewalk to the building's front door.

ii. Require an adequate number of appropriately designed bicycle facilities on site and at bus stops.

iii. Work with developers or community groups to provide and maintain bus stop shelters with seating, lighting, and transit service information.

d. Public Transportation Quality of Service Standard

The City of Kissimmee hereby adopts a transit quality of service standard within the MMTD. Achieving this improved quality of service is highly

dependent on coordination with Lynx, the Florida Department of Transportation (FDOT), and other external agencies and the ability to secure funding for capital and operational improvements. The current Quality of Service (QOS) is D-. Improvements such as the SunRail commuter rail service, downtown Multimodal Center, and local circulator service have been completed in furtherance of the goal to improve the QOS. Via additional improvements, such as the development of a transit service in the US 192/Vine Street corridor and construction of supportive transit infrastructure, there is the potential to improve the QOS of the transit network to a C standard by 2030 and a B standard by 2040.Transit supportive land use strategies, particularly downtown and along the Vine Street corridor, also contribute to achieving these standards.

e. Bicycle and Pedestrian Quality of Service Standard

The City of Kissimmee adopts pedestrian and bicycle quality of service standards within the MMTD. Through public and private investments, the City shall improve the Quality of Service of the pedestrian and cycling networks to a C standard by 2030 and a B standard by 2040. The current QOS is D+ and D for pedestrian and cycling networks, respectively.

POLICY 8.1.4.2: ADEQUATE FACILITIES ORDINANCE.

The City shall issue no development order for new development which would be inconsistent with Objective 8.1.4. The City shall continue to include an adequate facilities requirement as part of the Land Development Code. The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of service for the water and wastewater systems, solid waste system, stormwater, recreation, and the multimodal transportation system. Prior to issuing a certificate of concurrency the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to that level of service stipulated in Policy 8.1.4.1 of this element. Any required improvements shall be in place in a manner consistent with Objective 8.1.4 of this element.

POLICY 8.1.4.3: EVALUATION CRITERIA FOR CAPITAL IMPROVEMENT PLAN AMENDMENTS.

Proposed Capital Improvement Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines:

1. Does the proposed action contribute to any condition of public hazard;

2. Does the proposed action exacerbate any existing condition of public facility capacity deficits, as described in the Transportation, Public Facilities, and/or Recreation and Open Space Elements;

3. Does the proposed action generate public facility demands that may be accommodated by capacity increases planned in the Five-Year Schedule of Capital Improvements;

4. Does the proposed action conform with the future land uses designated on the Future Land Use map within the Future Land Use Element;

5. Does the proposed action comply with and accommodate public facility demands based on the adopted level of service standards contained herein;

6. If the proposed action requires that any public facilities be provided by the City, the applicant shall demonstrate that funds shall be available; acceptable to the City; and no project requiring City expenditure for a capital improvement shall be approved by the City unless the City Commission approves the funding for the subject property prior to the project approval.

7. Does the proposed action impact facility plans of any State agencies or facility plans of the South Florida Water Management District.

OBJECTIVE 8.1.5: COORDINATE LAND USE AND CAPITAL IMPROVEMENT PLAN.

For capital improvements the City is committed to provide the necessary public facilities and services in accordance with the Five-Year Capital Improvement Plan. The City will satisfy the concurrency requirements by complying with the standards established in this plan. This objective shall be implemented by the following policies:

POLICY 8.1.5.1: CAPITAL IMPROVEMENT ELEMENT.

The capital improvement element and the Five-Year Schedule of Capital Improvements are financially feasible and will be reviewed on an annual basis.

POLICY 8.1.5.2: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS.

The five-year schedule of capital improvements includes both necessary facilities to maintain the adopted level of service standards to serve the new development and the necessary facilities required to eliminate the portion of existing (LOS) standards. The Five-Year Schedule of Capital Improvements also includes the estimated year(s) of funding and the funding source. Review will occur on an annual basis.

POLICY 8.1.5.3: FUNDING SYSTEM.

The funding system is realistic, financially feasible, and based on currently available revenue sources which are adequate to fund the public facilities required to serve the development authorized by the development order and development permit and that the required public facilities will be provided by the capital improvement program or by the developer. Review will occur on an annual basis.

POLICY 8.1.5.4: IMPLEMENT PLAN.

The City of Kissimmee shall implement this plan and other local development regulations, in conjunction with the Land Development Code. The City will ensure that development orders and permits are issued in a manner that will assure that the necessary public facilities and services will be available to accommodate the impact of that development.

POLICY 8.1.5.5: AVAILABILITY OF SERVICES OR FACILITIES.

In determining the availability of services or facilities, a developer may propose, and the City may approve, developments in stages or phases so that facilities and services needed for each phase will be available in accordance with the standards required by this Comprehensive Plan. Procedures for development phasing will be included in the Land Development Code.

OBJECTIVE 8.1.6: MONITORING AND EVALUATING THE CAPITAL IMPROVEMENTS ELEMENT.

The Capital Improvements Element shall be reviewed on an annual basis in order to ensure the required fiscal resources are available to provide adequate public facilities needed to support future land uses consistent with adopted level of service standards. This annual review shall be the responsibility of the City Manager. Findings and recommendations of the City Manager shall be considered by the City Commission at a public meeting. At such time, the City Commission shall take action as it deems necessary in order to refine/update the Capital Improvements Element.

POLICY 8.1.6.1: CAPITAL IMPROVEMENTS ELEMENT EVALUATION.

The monitoring and evaluation procedure shall incorporate the following considerations:

a. Data Update and Refinements. Determine if any corrections, updates, and/or modifications should be undertaken, such considerations shall include, but not necessarily be limited to, the following:

- Estimated costs
- Revenue sources
- Recently constructed capital improvements
- Dedications
- Scheduled dates of improvements projects

b. Consistency Review. Determine whether changes to the Capital Improvements Element are necessary in order to maintain consistency with other elements of the Comprehensive Plan.

c. Implications of Scheduled Master Plans. The five-year schedule of improvements shall be updated as necessary in order to reflect new projects identified in the proposed improvement plans for stormwater management and transportation improvements.

d. Priority of Scheduled Improvements. The cited improvement plans for transportation and stormwater management shall assess existing deficiencies and recommend a schedule of priorities for public improvements.

e. Capital Improvement Evaluation Criteria. Annually, the City Manager or their designated representative shall review the criteria used to evaluate capital improvement projects in order to insure the projects are ranked in their appropriate order of priority, and incorporate any needed changes in order to upgrade and facilitate the evaluation process.

f. Level of Service Standards. Annually, the City Manager shall evaluate the City's effectiveness in maintaining the adopted level of service standards and recommend any needed action to address problem areas.

g. County, State and Regional Improvement Programs. The City Manager shall annually review the effectiveness of program coordination in resolving multi- jurisdictional issues surrounding the plans and programs of County, State and Regional agencies, as well as private entities that provide public services within the City's jurisdiction. For instance, consider the effectiveness of intergovernmental coordination surrounding improvements along County and State roadways, progress in extending improvements to water and wastewater service areas within the

unincorporated area, and other similar infrastructure improvements needed.

h. Private Sector Improvements, Dedications, or Fees In-Lieu Thereof. The City Manager shall evaluate the effectiveness of provisions requiring mandatory dedications or fees in lieu thereof, as well as progress toward incorporating other programs for assessing new development a pro-rata share of the improvement costs generated by the respective developments.

i. Impact of Other Jurisdictions in Maintaining Level of Service Standards. The City Manager shall evaluate the level of service implications of extended central water and wastewater service within unincorporated areas, area-wide transportation improvements and stormwater management improvements, as well as area wide solid waste system improvements which may be required to maintain levels of service standards.

j. Outstanding Indebtedness. Annually the City Manager shall prepare a report on outstanding indebtedness which shall be included in the annual budget presentations to the City Commission.

k. Grantsmanship. The City Manager shall evaluate efforts made to secure available grants or private funds in order to finance the provision of capital improvements.

l. Fiscal Management. The City Manager shall evaluate the City's progress in finding effective funding mechanisms for promoting road and stormwater management improvements as well as other capital improvement needs identified in the scheduled stormwater management, transportation, water, and wastewater improvement plans.

m. Evaluated Criteria. The City Manager shall annually investigate the applicability and utility of criteria used to evaluate plan amendments as well as requests for new development/redevelopment.

n. Update Schedule of Improvements. The City Manager shall review the City's success in implementing the five-year capital improvement program and refine the schedule to include any new projects required to support any development on an annual basis.

GOAL 8.2 IDENTIFICATION OF CAPITAL IMPROVEMENTS.

The five-year schedule of capital improvements contains the projects necessary to achieve the goals, objectives and policies of this Comprehensive Plan.

OBJECTIVE 8.2.1: MAINTAINING ADOPTED LEVEL OF SERVICE STANDARDS.

Projects identified in the Five-Year Schedule of Capital Improvements shall be used to maintain adopted level of service standards in order to meet the adopted Goals, Objectives, and Policies of this Comprehensive Plan.

POLICY 8.2.1.1: FIVE YEAR SCHEDULE OF IMPROVEMENTS

Table 8-2 "Five Year Schedule of Capital Improvements", contained herein, establishes the estimated project cost, and potential revenue sources for each of the Capital Improvement needs identified within the respective Comprehensive Plan elements. These programs are scheduled in order to ensure that the goals, objectives, and policies established in the Capital Improvements Element shall be met.

POLICY 8.2.1.2: AMENDING FIVE-YEAR SCHEDULE OF IMPROVEMENTS

A plan amendment shall be required in order to eliminate, defer, or delay the construction of any facility or service included in Table 8-2 which is needed to maintain the adopted level of service standard. Additional capital projects are identified in the following tables:

- Table 8-3: Tohopekaliga Water Authority Water Impact Projects
- Table 8-4: FDOT Funded Projects
- Table 8-5: MMTD Long-Term Capital Improvements FY 2013-2025: Bicycle, Pedestrian, Transit

Table 8-2: Five-Year Schedule of Capital Improvements

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Transportation								
Public Works & Engineering	Road Improvements	Connect Kissimmee Phase 2 Construction	$0	$250,000	$0	$0	$0	$250,000
Public Works & Engineering	Road Improvements	Connect Kissimmee Side Street Improvements	$0	$0	$500,000	$0	$0	$500,000
Public Works & Engineering	Mobility Fee Fund	Hoagland Boulevard: US192/ Carroll Street	$500,000	$500,000	$500,000	$900,000	$900,000	$3,300,000
Public Works & Engineering	Local Option Gas Tax	Columbia Avenue Complete Streets (Debt)	$1,000,000	$0	$0	$0	$0	$1,000,000
Public Works & Engineering	Local Option Gas Tax	Central Avenue Project	$0	$400,000	$400,000	$400,000	$400,000	$1,600,000
Public Works & Engineering	Local Option Gas Tax	City of Kissimmee Dirt Roads	$400,000	$400,000	$400,000	$400,000	$0	$1,600,000
Public Works & Engineering	Local Option Gas Tax	Columbia Avenue Improvements	$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000
Public Works & Engineering	Local Option Gas Tax	Downtown Kissimmee Alleyway Improvements	$350,000	$0	$0	$0	$0	$350,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Public Works & Engineering	Local Option Gas Tax	Mann Street Extension Project	$1,250,000	$250,000	$0	$0	$0	$1,500,000
Public Works & Engineering	Local Option Gas Tax	Neighborhood Street Light Infill Program	$0	$10,000	$0	$10,000	$0	$20,000
Public Works & Engineering	Local Option Gas Tax	Shingle Creek Regional Trail phase 2B - Yates Connector	$250,000	$200,000	$0	$0	$0	$450,000
Public Works & Engineering	Local Option Gas Tax	Shingle Creek Regional Trail Phase 2C - Countyline Connector	$300,000	$200,000	$0	$0	$0	$500,000
Economic Development	CRA Fund (Downtown)	Alleyway Improvements Construction Documents Design Costs	$0	$500,000	$0	$0	$0	$500,000
Economic Development	CRA Fund (Downtown)	Legacy Project	$0	$0	$550,000	$550,000	$550,000	$1,650,000
Economic Development	CRA Fund (Downtown)	Downtown CRA Alleyway Improvements	$1,300,000	$0	$0	$0	$0	$1,300,000
Economic Development	CRA Fund (Downtown)	Mann Street Project	$200,000	$0	$0	$0	$0	$200,000
Economic Development	CRA Fund (Vine)	Central Avenue Project	$450,000	$0	$0	$0	$0	$450,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Economic Development	CRA Fund (Vine)	Columbia Avenue Project	$1,400,000	$1,000,000	$0	$0	$0	$2,400,000
Sub-Totals			*$7,800,000*	*$4,110,000*	*$2,750,000*	*$2,660,000*	*$2,250,000*	*$19,570,000*
Stormwater Management								
Public Works & Engineering	Stormwater Utility	Mann Street Extension Project	$300,000	$0	$0	$0	$0	$300,000
Public Works & Engineering	Stormwater Utility	Connect Kissimmee Side Street	$100,000	$100,000	$100,000	$0	$0	$300,000
Public Works & Engineering	Stormwater Utility	Central Ave Improv (Stormwater)	$0	$0	$100,000	$0	$0	$100,000
Public Works & Engineering	Stormwater Utility	Central Ave Improvement	$0	$0	$0	$100,000	$100,000	$200,000
Public Works & Engineering	Stormwater Utility	Columbia Avenue Improv (Stormwater)	$0	$100,000	$0	$100,000	$100,000	$300,000
Public Works & Engineering	Stormwater Utility	Columbia Avenue Stormwater Improvement	$100,000	$0	$0	$0	$0	$100,000
Public Works & Engineering	Stormwater Utility	Downtown Alleyway (Stormwater)	$50,000	$0	$0	$0	$0	$50,000
Public Works & Engineering	Stormwater Utility	Mann Street Extension Project	$400,000	$0	$0	$0	$0	$400,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Public Works & Engineering	Stormwater Utility	Mill Pond Improv Construction	$0	$700,000	$0	$0	$0	$700,000
Public Works & Engineering	Stormwater Utility	Mill Pond Improvement	$800,000	$0	$0	$0	$0	$800,000
Public Works & Engineering	Stormwater Utility	N. Kissimmee Drainage Improv	$200,000	$0	$0	$0	$0	$200,000
Public Works & Engineering	Stormwater Utility	Plantation Dr. Drainage Improv	$0	$0	$250,000	$0	$0	$250,000
Public Works & Engineering	Stormwater Utility	Stormwater System Improvements	$0	$0	$0	$150,000	$0	$150,000
Public Works & Engineering	Local Option Sales Tax	ADA Compliance Program	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000
Public Works & Engineering	Local Option Sales Tax	Neighborhood Improvement Program	$75,000	$75,000	$75,000	$75,000	$75,000	$375,000
Public Works & Engineering	Local Option Sales Tax	Traffic Signal Designs (Location to be determined)	$150,000	$0	$150,000	$0	$150,000	$450,000
Sub-Totals			*$2,675,000*	*$1,475,000*	*$1,175,000*	*$925,000*	*$925,000*	*$7,175,000*
Parks and Recreation								
Parks & Recreation	Recreation Impact Fee	Climbing Wall	$0	$0	$0	$50,000	$0	$50,000
Parks & Recreation	Recreation Impact Fee	Denn John Softball/Baseb	$0	$0	$0	$750,000	$0	$750,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
		all Field						
Parks & Recreation	Recreation Impact Fee	Fortune Road Multipurpose Field	$0	$0	$600,000	$0	$0	$600,000
Parks & Recreation	Recreation Impact Fee	Lancaster Ranch Park	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000
Parks & Recreation	Recreation Impact Fee	Playground Ruba Park (2)	$0	$0	$0	$250,000	$0	$250,000
Parks & Recreation	Local Option Sales Tax	Lancaster Ranch Park	$0	$0	$8,500,000	$7,500,000	$11,000,000	$27,000,000
Parks & Recreation	Local Option Sales Tax	North-West Multi-Purpose Park & Pickleball Construction (Debt)	$0	$0	$0	$1,000,000	$0	$1,000,000
Parks & Recreation	Local Option Sales Tax	North-West Multi-Purpose Park & Pickleball Design (Debt)	$0	$0	$250,000	$0	$0	$250,000
Parks & Recreation	Local Option Sales Tax	Overlook for Bike /Trail Bird Watch	$0	$200,000	$0	$0	$0	$200,000
Parks & Recreation	Local Option Sales Tax	Playground Replacement	$250,000	$0	$0	$0	$650,000	$900,000
Parks & Recreation	Local Option Sales Tax	Playground Replacement (2)	$0	$0	$325,000	$0	$0	$325,000
Parks & Recreation	Local Option Sales Tax	Shingle Creek Regional Trail	$750,000	$750,000	$0	$0	$0	$1,500,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
		Construction						
Parks & Recreation	General Fund	Basketball Court Fencing/Safety Net	$0	$40,000	$20,000	$0	$0	$60,000
Parks & Recreation	General Fund	Basketball Court Resurface (10)	$0	$0	$50,000	$0	$0	$50,000
Parks & Recreation	General Fund	Boardwalk and Decking	$0	$0	$0	$50,000	$50,000	$100,000
Parks & Recreation	General Fund	Denn John Field Backstop	$0	$100,000	$0	$0	$0	$100,000
Parks & Recreation	General Fund	Pavilion Amenities Package Replacement	$0	$0	$0	$48,000	$0	$48,000
Parks & Recreation	General Fund	Pavilion Amenities Package Replacement (11)	$0	$0	$66,000	$0	$0	$66,000
Parks & Recreation	General Fund	Playground Pour in Place	$65,000	$40,000	$40,000	$0	$70,000	$215,000
Parks & Recreation	General Fund	Playground Safety Surface	$0	$0	$0	$30,000	$0	$30,000
Parks & Recreation	General Fund	Playground Safety Surface (2)	$0	$40,000	$30,000	$0	$0	$70,000
Parks & Recreation	General Fund	Pond Fountain Replacement	$0	$7000	$0	$7,000	$0	$14,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Parks & Recreation	General Fund	Shingle Creek Fence/Decking	$18,000	$0	$0	$25,000	$25,000	$68,000
Parks & Recreation	General Fund	Shingle Creek Walking Trail Ruba Park	$30,000	$0	$0	$0	$0	$30,000
Parks & Recreation	General Fund	Tennis/Pickleball Court Resurface (14)	$0	$81,200	$0	$0	$0	$81,200
Sub-Totals			$1,613,000	$1,758,200	$10,381,000	$10,210,000	$12,295,000	$36,257,200
Sanitation								
Public Works & Engineering	Local Option Gas Tax	Bulk Truck (2)	$550,000	$0	$0	$0	$0	$550,000
Public Works & Engineering	Local Option Gas Tax	Container Truck	$45,634	$0	$0	$0	$0	$45,634
Public Works & Engineering	Local Option Gas Tax	Garbage Truck	$429,000	$0	$0	$0	$0	$429,000
Public Works & Engineering	Local Option Gas Tax	Garbage Truck (2)	$858,000	$858,000	$858,000	$858,000	$858,000	$4,290,000
Sub-Totals			$1,882,634	$858,000	$858,000	$858,000	$858,000	$5,314,634
Facilities Maintenance								
Public Works & Engineering	Central Services Fund	Lakeside Park Project	$200,000	$0	$0	$0	$0	$200,000
Public Works & Engineering	Central Services Fund	Mill Run Park Project	$250,000	$0	$0	$0	$0	$250,000
Sub-Totals			*$450,000*	*$0*	*$0*	*$0*	*$0*	*$450,000*
Airport								
Kissimmee Gateway	Airport	Land	$0	$0	$0	$0	$30,000	$30,000

Department	Division/ Funding Source	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Airport	Operations	Acquisition - Approach of Runway 15.						
Kissimmee Gateway Airport	Airport Operations	Air Traffic Control Tower – Construction	$320,000	$0	$0	$0	$0	$320,000
Kissimmee Gateway Airport	Airport Operations	Maintenance Facility - Design	$0	$0	$0	$0	$30,000	$30,000
Kissimmee Gateway Airport	Airport Operations	Hangar Improvements	$30,000	$0	$0	$0	$0	$30,000
Kissimmee Gateway Airport	Airport Operations	Taxiway A North - Construction Phase I	$100,000	$0	$0	$0	$0	$100,000
Kissimmee Gateway Airport	Airport Operations	Taxiway A South - Construction	$0	$0	$148,000	$0	$0	$148,000
Kissimmee Gateway Airport	Airport Operations	Taxiway D - Construction Phase II	$0	$230,000	$0	$0	$0	$230,000
Kissimmee Gateway Airport	Airport Operations	Taxiway D Phase II - Design	$12,000	$0	$0	$0	$0	$12,000
Sub-Totals			*$462,000*	*$230,000*	*$148,000*	*$0*	*$60,000*	*$900,000*
TOTAL CITY-FUNDED CAPITAL PROJECTS			**$14,882,634**	**$8,431,200**	**$15,312,000**	**$14,653,000**	**$16,388,000**	**$69,666,834**

Source: City of Kissimmee FY 2026 through 2030 Five Year Approved Capital Budget.

Table 8-3: Tohopekaliga Capital Improvements Plan

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
OPERATING FUND 421						
Buenaventura Lakes Drainage Improvements	$350,440	$0	$0	$0	$0	$350,440
Buenaventura Boulevard Complete Streets and Safety Improvements	$751,480	$0	$0	$0	$0	$751,480
Michigan Ave Safety Improvements	$582,028	$145,507	$0	$0	$0	$727,535
Shingle Creek SWTF	$0	$0	$1,250,000	$2,150,000	$3,000,001	$6,400,001
Woodside Apartments Drainage Improvements Phases 1 and 2 - City	$0	$1,000,000	$2,085,022	$0	$0	$3,085,022
Boggy Creek Road	$2,198,354	$0	$0	$0	$0	$2,198,354
Connect Kissimmee Project - City of Kissimmee	$3,200,000	$1,742,149	$3,549,132	$2,054,750	$0	$10,546,031
COK - Mann St. Roadway Improvements	$50,179	$0	$0	$0	$0	$50,179
Simpson Road Phases 2,3,4 - North Segment	$2,120,091	$0	$0	$0	$0	$2,120,091
BVL WTP Upgrade	$18,826,700	$0	$0	$0	$0	$18,826,700
Simpson Road Ph2/3/4 South Imp	$342,445	$0	$0	$0	$0	$342,445
Executive Master Plan	$25,000	$25,000	$25,000	$25,000	$25,000	$125,000
Dyer Blvd FM Replacement	$3,846,393	$0	$0	$0	$0	$3,846,393
SR 530 and US 192 Repaving - FPID 448764-1-52-01	$50,000	$0	$0	$0	$0	$50,000
US 192 - Bamboo Lane to Main St Resurfacing	$200,000	$0	$0	$0	$0	$200,000
Water Treatment Plants (NB, SW, Camelot, Parkway, and Kissimmee)	$50,000	$0	$0	$0	$0	$50,000
Sub-Totals	*$32,593,110*	*$2,912,656*	*$6,909,154*	*$4,229,750*	*$3,025,001*	*$49,669,671*
SYSTEM DEVELOPMENT CHARGES WATER FUND 422						
Hoagland Blvd WM	$9,196,818	$0	$0	$0	$0	$9,196,818
Boggy Creek Road	$1,000,000	$0	$0	$0	$0	$1,000,000

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
COK - Mann St. Roadway Improvements	$451,615	$0	$0	$0	$0	$451,615
Lakeshore Interconnect	$196,658	$0	$0	$0	$0	$196,658
Simpson Road Phases 2,3,4 - North Segment	$2,512,136	$0	$0	$0	$0	$2,512,136
Reuse Main Connections between NeoCity and Parkway WRF Reuse Systems (Fortune Road and Bill Beck Blvd)	$126,720	$316,800	$316,800	$0	$0	$760,320
Sub-Totals	*$13,483,947*	*$316,800*	*$316,800*	*$0*	*$0*	*$14,117,547*
SYSTEM DEVELOPMENT WASTEWAER FUND 423						
Boggy Creek Road	$500,000	$0	$0	$0	$0	$500,000
Simpson Road Ph2/3/4 South Imp	$168,131	$0	$0	$0	$0	$168,131
Reuse Main Connections between NeoCity and Parkway WRF Reuse Systems (Fortune Road and Bill Beck Blvd)	$126,720	$316,800	$316,800	$0	$0	$760,320
Sub-Totals	*$794,851*	*$316,800*	*$316,800*	*$0*	*$0*	*$1,428,451*
TOTAL PROJECTS	**$46,871,908**	**$3,546,256**	**$7,542,754**	**$4,229,750**	**$3,025,001**	**$65,215,669**

Source: Toho Water Authority Capital Budget, Fiscal Year 2026-2030.

Table 8-4: FDOT Funded Projects

Item Number	Type of Work	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
437932-2	URBAN CORRIDOR IMPROVEMENTS	CENTRAL AVENUE FROM DAKIN AVE @ CHURCH STREET TO W. DONEGAN AVENUE	$0	$0	$800,000	$1,287,507	$0	$2,087,507
244383-1	ROUTINE MAINTENANCE	CITY OF KISSIMMEE MOA	$118,000	$118,000	$380,000	$0	$0	$616,000
455108-2	TRAFFIC SIGNALS	CITY OF KISSIMMEE TSMCA	$0	$0	$92,000	$95,000	$0	$187,000
456992-1	WIDEN/ RESURFACE EXIST LANES	COLUMBIA AVENUE CORRIDOR IMPROVEMENT PROJECT	$8,000,000	$0	$0	$0	$0	$8,000,000
437472-2	URBAN CORRIDOR IMPROVEMENTS	CONNECT KISSIMMEE COMPLETE STREETS	$553	$9,165,842	$0	$0	$0	$9,166,395
437472-4	URBAN CORRIDOR IMPROVEMENTS	CONNECT KISSIMMEE COMPLETE STREETS PHASE 2	$0	$0	$11,108,318	$0	$0	$11,108,318
452290-1	INTERSECTION IMPROVEMENT	LAWRENCE SILAS BLVD/NEPTUNE ROAD INTERSECTION IMPROVEMENT	$0	$0	$104,000	$0	$0	$104,000
450974-1	SAFETY PROJECT	MICHIGAN AVE SAFETY IMPROVEMENTS FROM US 192 TO E OF OSCEOLA	$0	$2,357,766	$0	$0	$0	$2,357,766

Item Number	Type of Work	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
		PARKWAY						
418488-2	AVIATION SAFETY PROJECT	OSCEOLA-KISSIMMEE ATCT CONSTRUCTION	$0	$0	$1,875,000	$1,250,000	$0	$3,125,000
440781-1	AVIATION PRESERVATION PROJECT	OSCEOLA-KISSIMMEE DEVELOPMENT SITE WORK	$3,255,000	$625,000	$0	$0	$0	$3,880,000
457288-1	AVIATION PRESERVATION PROJECT	OSCEOLA-KISSIMMEE REHABILITATE TAXIWAY A	$1,200,000	$0	$0	$0	$0	$1,200,000
442870-2	BIKE PATH/TRAIL	SHINGLE CREEK TRAIL NORTH PHASE 2C COUNTYLINE CONNECTOR	$0	$10,702,845	$0	$0	$0	$10,702,845
442334-3	BIKE PATH/TRAIL	SHINGLE CREEK TRAIL SOUTH PHASE 2B YATES CONNECTOR	$9,461,815	$0	$0	$0	$0	$9,461,815
450435-1	TRAFFIC CONTROL DEVICES/SYSTEM	SR 500/US 441 AT THE INTERSECTION OF DONEGAN AVENUE	$5,309	$2,070,522	$0	$0	$0	$2,075,831
418403-7	INTERSECTION IMPROVEMENT	SR 600 (US 17/92) JOHN YOUNG PKWY AT PLEASANT HILL RD	$7,924,351	$38,050,000	$129,479,484	$13,942,200	$37,126	$189,433,161
452879-1	RESURFACING	SR 600/SR 500 FROM NORTH OF OLD DIXIE HIGHWAY TO	$13,034	$12,241,265	$0	$0	$0	$12,254,299

Item Number	Type of Work	Project Title	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
		SOUTH OF COUNTRY BLVD						
454331-2	MISCELLANEOUS CONSTRUCTION	US 192 (VINE ST) FROM TEN PIN DR TO DENN JOHN LN	$0	$231,569	$0	$0	$0	$231,569
454331-1	LANDSCAPING	US 192 (VINE ST) FROM TEN PIN RD TO JOHN DENN LN	$0	$1,543,797	$0	$0	$0	$1,543,797
450778-1	PAVEMENT ONLY RESURFACE (FLEX)	US-192/E BRONSON HWY/13 ST/VINE ST FROM MAIN ST TO AERONAUTICAL DR	$13,229	$14,700,200	$0	$0	$0	$14,713,429
448783-1	RESURFACING	US-192/VINE ST FROM BAMBOO LN TO MAIN ST	$898,925	$0	$0	$0	$0	$898,925
TOTAL FDOT-FUNDED CAPITAL PROJECTS			**$30,890,216**	**$91,806,806**	**$143,838,802**	**$16,574,707**	**$37,126**	***$283,147,657***

Source: FDOT Florida's Adopted Five Year Work Program, July 1, 2025.

Table 8-5: FDOT Funded Bicycle, Pedestrian, and Transit Projects - TIP

Project Type	FPN/MTP ID	Project Name	Location	Length	Cost Programmed
Urban Corridor Improvements	FPN-437472-2	Connect Kissimmee Complete Streets	Emmett/Broadway/Main	1.45	$11,404,765
Urban Corridor Improvements	FPN-437472-4	Connect Kissimmee Complete Streets Ph. II	Emmett/Broadway/Main	1.47	$6,991,460
Urban Corridor Improvements	FPN-437932-2	Central Ave	Dakin Ave at Church St to W Donegan Ave	1.61	$2,087,507
Widen/Resurface Existing Lanes	FPN-456992-1	Columbia Avenue Corridor Improvement Project	N. Hoagland Blvd/Central Ave	2.27	$8,000,000
Traffic Signals	FPN-455108-2	City of Kissimmee TSMCA	-	-	$187,000
Routine Maintenance	FPN-244383-1	City of Kissimmee MOA	-	-	$3,651,375
Bike Path/Trail	FPN-442334-3	Shingle Creek Trail South Phase 2B Yates Connector	-	-	$9,461,815
Bike Path/Trail	FPN-442870-2	Shingle Creek Trail North Phase 2C Countyline Connector	-	-	$10,702,845

Source: MetroPlan Orlando's Adopted Transportation Improvement Program & Prioritized Project List, July 10, 2025.

DATA, INVENTORY, AND ANALYSIS

This section provides an inventory and analysis of the capital improvements needed by the City of Kissimmee pursuant to the requirements of Section 163.3177(5)(c) Florida Statutes.

INTRODUCTION

The Capital Improvements Element was updated and adopted by the City of Kissimmee in September 2017. Information used in that update was based on fiscal year (FY) 2016/2017. These amendments update this Element with data from the FY 2017/2018 budget (adopted by City Commission on September 26, 2017).

PUBLIC FACILITY NEEDS

Public facility and infrastructure needs for the first five year planning period of the Comprehensive Plan are shown in Table 8-2.

Improvements shown on this table are not ranked according to order of priority. Relative priorities as well as scheduled timing and phasing of the improvements shall be effectively coordinated by the City of Kissimmee in adherence to the Future Land Use Map and growth management policies set forth within the Goals, Objectives, and Policies of the Comprehensive Plan. Such priority determination shall not be devoid of normative citizen participation procedures. Workshops and public meetings should provide sufficient opportunity for citizens, elected and appointed officials, and the City professional staff to voice community and technical concerns in this matter.

Furthermore, project descriptions and their estimated costs are provided in general terms. More specific project descriptions, together with project priorities, phasing and estimated costs shall be determined annually during the budgetary work program. Only those items in the capital improvement budget that related to level of service standards are identified in Table 8-2.

FISCAL YEAR 2017/2018 BUDGET OVERVIEW

The City Budget for FY 2017/2018 is approximately $133.3 million. This represents a decrease from the previous fiscal year, which totaled approximately $145.5 million. Much of the decrease in this fiscal year's budget compared to last year's is due to overall reductions in income from sales taxes and a reduction in the budget for the community redevelopment agency. Table 8-6 provides data regarding the current fiscal year annual budget.

Table 8-6: Fiscal Year 2017/2018 Annual Budget

Fund	FY 2016/2017 Budget	FY 2017/2018 Budget	Difference
General	$85,991,000	$86,424,000	$433,000
Stormwater Utility	$7,255,000	$5,858,000	-$1,397,000
Sanitation	$6,503,000	$5,663,000	-$840,000
Airport	$2,046,000	$4,157,000	$2,111,000
Central Services	$7,805,000	$7,492,000	-$313,000
Local Option Sales Tax	$16,940,000	$7,730,000	-$9,210,000
Transportation Impact	$30,000	$30,000	$0
Local Option Gas Tax	$4,767,000	$4,180,000	-$587,000
Mobility Fees	$3,259,000	$3,967,000	$708,000
Building Fund	$4,288,000	$5,069,000	$781,000
Community Redevelopment Agency	$4,937,000	$1,705,000	-$3,232,000
Recreation Impact	$1,679,000	$1,072,000	-$607,000
TOTAL BUDGET	**$145,500,000**	**$133,347,000**	**-$12,153,000**

Source: City of Kissimmee Capital Budget Fiscal Year 2017-2018 to Fiscal Year 2021-2022 (2017).

EXISTING REVENUE SOURCE AND FUNDING MECHANISMS

The existing revenue sources and funding mechanisms available to the City of Kissimmee for capital improvement financing are herein inventoried. These revenue sources can be classified into two categories – general fund revenue sources and special funding sources. The former represent state and local taxes and other funding mechanisms that are levied upon the general public of Kissimmee and are used to finance general city operations and capital improvement needs. The latter represent taxes or other fees assessed on those who receive direct benefits from a public facility or service.

GENERAL FUND REVENUE SOURCES

Ad Valorem Taxes. This tax is levied on all properties except those qualifying for exemption. The millage rate for the City of Kissimmee for FY 2017-2018 remains the same as the previous fiscal year, or 4.63 mils. The assessed value of most homes is anticipated to reflect local, state, and national economic outlooks.

State Revenue Sharing. These funds are distributed pursuant to State statute to Florida counties and municipalities. The amount allocated is based on the relative population of respective municipalities and counties including the City of Kissimmee. In the analysis provided in this Element, state revenue sharing funds are listed under “intergovernmental revenue.”

Interest. The City of Kissimmee also receives interest or proceeds on investments such as federal bonds and high grade municipal bonds.

Franchise Fees. The City of Kissimmee receives a contracted percentage from all service companies operating public service franchises within the City.

Other Sources. Other sources of revenue include funds from building permits, fines, and forfeitures.

SPECIAL FUNDING SOURCES

Impact and Mobility Fees. The City imposes recreation, transportation and school impact fees on new development. City ordinances established for each public facility designate impact fees applicable to specified land use types.

Local Option Gas Tax. Osceola County provides the City with a portion of the gas tax which it levies on gas consumption. The percentage is based on the City's proportionate share of County population and can be used only for transportation related improvements.

Special Assessments. Special assessments may be levied against those who directly benefit from a new service or facility.

General Obligation Bonds. These bonds are based by the full faith and credit of a local government, and are required to be approved by voter referendum. General obligation bonds offer the taxing power of a government. Revenues collected from ad valorem taxes and other sources of general revenue are used to service the government's debt. Capital improvements financed through general obligation bonds should benefit the City as a whole rather than particular areas or groups.

Revenue Bonds. Revenue bonds differ from general obligation bonds in that they finance the implementation of public facilities that generally benefit a specific group or functional activity. Fees levied on those who benefit from its use or provisions, service all outstanding debt. Water, sewer, and parking facilities are common public facilities that are financed through the revenue bond issues.

Local Option Sales Tax. Osceola County voters approved an additional one and a half cent sales tax for the area. The City receives a percentage of the revenue generated from the sales tax. This money has been used to fund various capital projects within the City.

Federal and State Grants and Loans. The U.S. State and Local Fiscal Assistance Act of 1972, which formerly provided for a system of federal general revenue sharing, has been substantially modified. Federal funds are currently either: a) allocated to State agencies which administer block grants in accordance with the programs which they monitor; or b) reserved at the federal agency level and are disbursed as block grants directly to State and local agencies or other eligible organizations and

individuals. The purpose of the block grant program is to enable greater latitude by recipients in actual use of the funds, although recipients are still required to use the funds for specific categories or projects. These funds are not distributed by allocation, but rather, require competitive applications. Consequently, these grant monies are generally a non-recurring source of funds, and as such cannot be accurately projected for budgeting purposes.

Other grants are administered at the State level, with State executive departments acting as "pass-through agencies" for federally-funded project grants. An example of a federally funded project grant program is the Community Development Block Grant (CDBG). The U.S. Department of Housing and Urban Development, which administers the program, allocated 70% of its CDBG funds for "entitlement communities," or the larger urban areas. These entitlement communities may apply for and receive grants for financing specific projects from a list of eligible improvements, housing projects, and commercial revitalization. The remaining 30% of the funds are disbursed to State pass-through agencies – in Florida's case, the Department of Economic Opportunity (DEO). DEO administers these grants for the same types of projects, but restricts their availability to "small cities" and counties. The City has received CDBG funds for having programs and facility improvements in past years, and anticipates continued support from the funds in the future.

In addition to block grants, several federal agencies offer direct loan programs, but their applicability to capital improvement projects is extremely limited. State loans, on the other hand, are usually available to finance such capital projects and land acquisition for low-income housing.

CURRENT LOCAL PRACTICES GUIDING CAPITAL IMPROVEMENTS

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility system are herein cited.

Level of Service Standards. Level of service (LOS) standards are an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand for each public facility. They are, in short, a summary of existing or desired public facility conditions.

LOS standards can affect the timing and location of development by encouraging development in areas where facilities may have excess capacity. On the other hand, development will not be permitted unless needed facilities and services are provided. Such provision and development may occur in a phased sequence over time.

The City has adopted LOS standards for transportation, recreation, solid waste, stormwater management, water and sewer. A detailed review of level of service standards by infrastructure type is included within each of the Comprehensive Plan Element data, inventory, and analysis reports. These

reports analyze the adopted level of service standard and identify any deficiencies currently existing or projected to occur.

The City of Kissimmee has taken a multimodal approach to transportation. In addition to roadway level of service standards, the City identifies bicycle, pedestrian and transit quality of service (QOS) standards. QOS standards provide and overall measure or perceived performance of service from the passenger's, bicyclist's or pedestrian's point of view.

Capital Improvement Program (CIP). A capital improvement program is a schedule for capital expenditures to be incurred each year over a fixed period of years to meet anticipated capital needs. It sets forth each capital project or other contemplated expenditures which the City plans to undertake and presents estimates of the resources needed to finance the project.

The CIP must be consistent with the capital improvements element of the comprehensive plan. The CIP must reflect the goals, objectives, and policies of the element and its implementation strategies, including the 5-Year Schedule of Improvements. The CIP is more inclusive than the CIE, as it contains those projects of relatively small scale and low cost (less than $25,000) which are generally recurring and do not require multi-year financing. Also the CIP is not limited to those public facilities addressed in the comprehensive plan, as the CIE is constrained.

The time period covered by the CIP is five-years with an initial capital budget year. The first year of the CIP is converted into the annual capital budget with longer range expenditures depicted in the five-year program. Like the CIE, the CIP is reviewed on an annual basis. The City of Kissimmee currently prepares an annual capital budget and a four-year CIP.

Impact and Mobility Fees. Impact fees are imposed by many local governments on new development to offset the costs of new capital facilities necessitated by that development. This financing technique may be used by local governments as one strategy for implementing the Capital Improvements Element. Impact fees may be used to influence the location and timing of infill development; for example, infill development may be encouraged by the absence of impact fees on developments proposed within such service areas.

The City has enacted impact fee ordinances to finance transportation (a mobility fee) and recreation facilities demanded by new development. The mobility fee allows revenues to be use for all transportation purposes, including bicycle and pedestrian improvements.

User Charges and Connection Fees. User charges are designed to recoup the costs of public facilities or services by charging those who benefit from them. The City of Kissimmee currently charges user fees for solid waste collection. Fees may also be levied on private groups for use of recreation buildings and facilities. The Kissimmee Utility Authority levels a fee for the use of electricity generated from its power plants. The Tohopekaliga Water Authority collects a fee for the use of its water and wastewater facilities.

Adequate Facilities Ordinance. An adequate facilities ordinance controls the timing and location of development by conditioning development approval upon a showing that sufficient facilities and services are present or will be provided in order to maintain adopted LOS standards. The City adopted an adequate facilities ordinance after the 1991 Comprehensive Plan was adopted. It requires public facilities to be available to support the impacts of development. Such ordinances may make development approval contingent on the local government's ability to provide facilities and services and may require the development to furnish facilities and services in order to maintain adopted LOS standards. Additionally, an adequate facilities ordinance offers the following benefits:

a. Support consistency of the Capital Improvements Element with the Future Land Use Element;

b. Provide for the orderly expansion of public facilities;

c. Stabilize capital improvements expenditures and taxing structures for capital improvements; and

d. Reduce the possibility of damage to the environment from the use of overburdened facilities.

Mandatory Dedications or Fees in Lieu Of. The City may require, as a condition to development approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes such as roads, pedestrian and bicycle facilities, transit infrastructure, parks, or schools. Dedication may be made to the governing body or to a private group such as a homeowners association. When a subdivision is too small or topographical conditions such that a land dedication cannot reasonably be required, the City may require the sub-divider to pay a fee in lieu of dedication which is equivalent to the amount of land that would otherwise have been dedicated by the developer. The fee may be deposited into a separate account for future use toward provision of such facility.

Cost Analysis of Capital Improvements and Basis of Cost Estimates

All cost estimates shown in Table 8-2 Public Facility and Infrastructure Needs and related Costs, are based on current year dollar values. Due to inflationary factors and natural resource values associated with national, state, or regional economies, these costs are likely to increase over the extent of the planning period. The City should update project costs on an annual basis to reflect current related costs.

The method employed to reach cost estimates for each proposed capital improvement varies according to the methodology used for each respective public facility. The basis for these cost estimates is summarized as follows:

Transportation Improvements. Cost estimates for road improvements were determined by the City engineer and consulting traffic engineers during the completion of the Transportation Element.

Drainage Improvements. Cost estimates for drainage improvements were determined within the City's Stormwater Drainage Master Plan, completed in 1988 by an engineering consulting firm employed by the

City. Where deemed necessary, the Public Works Department revised cost estimates to reflect more current construction figures.

Recreation Improvements. The City's Parks and Recreation Director provided cost estimates for all proposed recreation projects identified within the Recreation Element. These estimates were based on current costs experienced by the City to develop identical or similar projects. Land costs were estimated by utilizing current land values in the area.

Water and Wastewater. Water and wastewater infrastructure for the City of Kissimmee is provided by the Tohopekaliga Water Authority. As such, no capital improvement projects are programmed by the City.

ASSESSMENT OF REVENUES AND EXPENDITURES

The following provides an assessment of the City of Kissimmee's existing and projected revenues and expenditures for the five year (short-range) planning period.

GENERAL REVENUE FORECASTS

Existing revenue estimates for FY 2017/2018 and revenue projections for five following fiscal periods are shown in Table 8-7, Summary of General Revenues. Revenue projections were prepared by the City's Finance Department. All revenue can be applied to expenditures related to those elements contained within this comprehensive plan.

FORECAST OF OTHER REVENUE SOURCES

In addition to ad valorem and non ad valorem taxes, other sources of revenue include enterprise funds, impact fees, and anticipated grants and donations. Major revenue sources are shown in Table 8-7.

Enterprise funds include:

- Sanitation Fund
- Airport Fund
- Stormwater

The sanitation fund represents fees collected from residences receiving garbage collection services from the City. Airport funds represent fees and revenues collected for use of the airport facilities. Stormwater funds represent fees and revenues collected for stormwater infrastructure improvements.

Ad Valorem Tax Revenue Forecasts

The millage rate for the City of Kissimmee for FY 2017 - 2018 remains the same as the previous fiscal year, or 4.63 mils. The assessed value of most homes is anticipated to reflect local, state, and national economic outlooks. The City does, however, assume a 5 percent increase in the millage rate for FYs 2017/2018 through 2021/2022.

Forecast of Expenditures

This section presents an analysis of the operating expenses anticipated to be assumed by the City during the five-year planning period, and designates the five-year capital improvements schedule which shall be incorporated into the Goals, Objectives and Policies of the Comprehensive Plan.

The City's Comprehensive Plan has incorporated management concepts which require the efficient location and timing of supportive urban infrastructure to service existing and anticipated future development. Existing and anticipated future land use patterns are included in the land use element data inventory and analysis. The Future Land Use Map is located within the Comprehensive Plan Future Land Use Element.

Major factors explained in the capital improvement program include the following:

a. The nature of the respective projects, including location and brief project descriptions;
b. Estimated cost of respective projects;
c. Scheduled phasing and/or timing of respective projects; and
d. Identification of other governmental or private entities responsible for assisting in the execution of capital improvements.

This consideration incorporates intergovernmental coordination concepts which link local interest with those of Osceola County, State and regional agencies and special purpose districts.

Proposed Capital Improvements

Table 8-2 list all capital improvements identified as requirements to meet minimum levels of service. Included in this table are estimates of the costs to provide each improvement.

The Five-Year Schedule of Improvements, shown in Table 8-2, identifies the years in which the City should expend funds to commence acquisition, construction, or implementation of scheduled capital improvements. The cost and timing of these projects are identified within the Schedule. Additionally, the source of funds to pay for each project is also identified.

DEBT SERVICE OBLIGATIONS AND CAPACITIES

Projections of debt service obligations for currently outstanding bond issues are listed in the City's adopted Annual Capital budget. Bonds anticipated to be issued during the next five-year period have also been projected in this document.

Also included in the adopted Annual Capital Budget are projections of the City's debt capacity. Debt capacity shall not exceed 20% of the City's assessment property tax base. Debt capacity estimates reflect 20% value of assessed property tax base for each fiscal year.

Table 8-7: Summary of General Revenues

Funding Source	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	5-Year Total
General Fund						
Ad Valorem Taxes & Franchise Fees	$13,382,000	$14,161,000	$14,979,000	$15,838,000	$16,740,000	$75,100,000
Intergovernmental Revenue	$8,080,000	$8,322,000	$8,572,000	$8,829,000	$9,094,000	$42,897,000
KUA Charter Payment	$17,000,000	$17,510,000	$18,035,000	$18,576,000	$19,134,000	$90,255,000
Sanitation Transfer	$247,000	$273,000	$282,000	$282,000	$282,000	$1,366,000
Stormwater Utility Transfer	$256,000	$260,000	$268,000	$276,000	$276,000	$1,336,000
TWA (Toho Water Authority) Transfer	$6,727,000	$6,996,000	$7,276,000	$7,567,000	$7,870,000	$36,436,000
All Other General Fund Sources & Carryover	$40,732,000	$39,388,000	$37,947,000	$37,536,000	$37,211,000	$192,814,000
Total Fund Revenue & Carryover	*$86,424,000*	*$86,910,000*	*$87,359,000*	*$88,904,000*	*$90,607,000*	*$440,204,000*
Local Option Sales Tax						
Carryover from Previous Year	$33,000	$638,000	$1,630,000	$2,132,000	$767,000	$5,200,000
Projected Revenues	$7,697,000	$8,006,000	$8,408,000	$8,829,000	$10,270,000	$43,210,000
Total Sales Tax Sources & Carryover	*$7,730,000*	*$8,644,000*	*$10,038,000*	*$10,961,000*	*$11,037,000*	*$48,410,000*
Recreation Impact Fees						
Carryover from Previous Year	$571,000	$722,000	$884,000	$996,000	$959,000	$4,132,000
Projected Revenues	$501,000	$502,000	$402,000	$302,000	$202,000	$1,909,000
Total Rec. Impact Fees & Carryover	*$1,072,000*	*$1,224,000*	*$1,286,000*	*$1,298,000*	*$1,161,000*	*$6,041,000*
Transportation Impact Fees						
Carryover from Previous Year	$30,000	$30,000	$30,000	$30,000	$30,000	$150,000
Projected Revenues	$0	$0	$0	$0	$0	$0
Total Transp. Impact Fees & Carryover	*$30,000*	*$30,000*	*$30,000*	*$30,000*	*$30,000*	*$150,000*
Local Option Gas Tax						
Carryover from Previous Year	$1,005,000	$1,189,000	$1,002,000	$925,000	$1,021,000	$5,142,000
Projected Revenues	$3,175,000	$2,963,000	$2,823,000	$2,906,000	$2,993,000	$14,860,000
Total Gas Tax Sources & Carryover	*$4,180,000*	*$4,152,000*	*$3,825,000*	*$3,831,000*	*$4,014,000*	*$20,002,000*
Sanitation Fund						
Carryover from Previous Year	$674,000	$899,000	$867,000	$908,000	$942,000	$4,290,000
Projected Revenues	$4,989,000	$5,133,000	$5,279,000	$5,430,000	$5,587,000	$26,418,00

Funding Source	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	5-Year Total
						0
Total Fund Sources & Carryover	*$5,663,000*	*$6,032,000*	*$6,146,000*	*$6,339,000*	*$6,529,000*	*$30,708,000*
Stormwater Utility Fund						
Carryover from Previous Year	$731,000	$877,000	$893,000	$1,016,000	$857,000	$4,374,000
Projected Revenues	$5,127,000	$5,277,000	$5,488,000	$5,708,000	$5,935,000	$27,535,000
Total Fund Sources & Carryover	*$5,858,000*	*$6,154,000*	*$6,381,000*	*$6,724,000*	*$6,793,000*	*$31,909,000*
ALL OTHER FUNDS	*$22,390,000*	*$25,214,000*	*$20,689,000*	*$25,184,000*	*$20,440,000*	*$113,917,000*
TOTAL ALL REVENUE SOURCES	**$133,347,000**	**$138,360,000**	**$135,754,000**	**$143,271,000**	**$140,611,000**	**$691,341,000**

Source: City of Kissimmee Capital Budget Fiscal Year 2017-2018 to Fiscal Year 2021-2022 (2017).



10 ECONOMIC DEVELOPMENT

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Economic Development

~~*prepared for*~~

~~City of Kissimmee~~

~~*prepared by*~~

~~**Cambridge Systematics, Inc.**~~
~~2101 West Commercial Boulevard, Suite 3200~~
~~Fort Lauderdale, FL 33309~~

~~*date*~~*Amendments:*

Amended February 2026; Amendment No. 25-01ER
November 2018

Cover photo source: Paul Bowen

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for this optional local government comprehensive plan element, pursuant to §163.3177(7)(j), Florida Statutes.

GOAL 10.1: IMPLEMENT ECONOMIC DEVELOPMENT RESOURCES.

Develop strategies to implement economic development activities within the City.

OBJECTIVE 10.1.1: ECONOMIC DEVELOPMENT DIVISION.

Maintain the City's economic development division, which works with local and regional organizations to promote business recruitment and retention in the City.

POLICY 10.1.1.1: ECONOMIC DEVELOPMENT FUND.

Refine funding mechanism and establish an Economic Development Fund Policy, to advance the interests of retaining and recruiting businesses or targeted industries.

POLICY 10.1.1.2: ECONOMIC INCENTIVES.

Create and maintain guidelines for development and redevelopment incentives, which are flexible and can be modified as the economy dictates, to retain and recruit businesses and targeted industries.

POLICY 10.1.1.3: ECONOMIC DEVELOPMENT MARKETING.

Publicize, promote, and market the City's assets, as well as the beneficial impacts of business investments within the City.

POLICY 10.1.1.4: BUSINESS RETENTION AND EXPANSION.

Promote retention and expansion of existing businesses.

GOAL 10.2: INCREASE ECONOMIC OPPORTUNITIES.

Cultivate Kissimmee's economy to provide more workforce opportunities for residents, sustainable services to the local market, and stable revenue sources for local businesses

OBJECTIVE 10.2.1: DIVERSIFY KISSIMMEE ECONOMY.

Target market sectors that are currently underrepresented in the Kissimmee economy.

POLICY 10.2.1.1: TARGET INDUSTRIES AND BUSINESSES.

Maintain and periodically revise a list of industries and businesses to be targeted for participation in the local business market.

Policy 10.2.1.2: Capitalize on Existing Assets.

Capitalize on existing physical and community assets that have the potential to generate diversified economic development opportunities within the City.

Objective 10.2.2: Develop Activity Centers.

Pursue development of key activity centers within the City to accommodate economic growth and diversification.

Policy 10.2.2.1: Downtown Kissimmee.

Revitalize and expand the economic, cultural and residential climate of Downtown Kissimmee.

Policy 10.2.2.2: Vine Street Corridor.

Revitalize the Vine Street Corridor with higher density, mixed use, and transit-supportive development and redevelopment.

Policy 10.2.2.3: Kissimmee Gateway Airport.

Expand business and industrial development opportunities within, and around, the Kissimmee Gateway Airport.

Policy 10.2.2.4: Foster and Facilitate New Workforce Clusters.

Continue networking opportunities to attract new corporate citizens into the City of Kissimmee and assist them during the transitional process.

Goal 10.3: Infrastructure Improvements.

Implement physical improvements and service enhancements necessary to support economic development within the City.

Objective 10.3.1: Transportation Network.

Ensure the City's transportation network is sufficient to accommodate redevelopment and economic development activities.

Policy 10.3.1.1: Enhancements to Support Current and Future Activity Centers.

Provide multimodal transportation enhancements to support current and forthcoming land development and redevelopment projects within the City.

Policy 10.3.1.2: Coordination with Local and Regional Transportation and Planning Organizations.

Ensure the City's transportation infrastructure needs are included in MetroPlan, LYNX, FDOT and any other transportation organization's plans, work programs, and budgets.

Policy 10.3.1.3: Multimodal Transportation and Funding Options.

Continue support of network connectivity and accessibility, including the use of alternative modes of transportation to supplement automobile-based transportation, to ensure the efficient movement of employees and goods, as well as support efforts to create permanent funding sources for the respective modal systems.

Objective 10.3.2: Utility Network.

Ensure utility connections and supplies are sufficient to support redevelopment and economic development initiatives.

Policy 10.3.2.1: Coordinated Utility Planning.

Coordinate infrastructure planning with utility providers including the Toho Water Authority (TWA), Kissimmee Utility Authority (KUA), and any other future utility providers.

Policy 10.3.2.2: Utility End User.

Work with utility providers to facilitate the communication of the utility needs within business corridors, for current and future business entities.

Objective 10.3.3: Coordinate Planning and Economic Development.

Coordinate planning and growth management initiatives with the City's economic development and redevelopment strategies.

Policy 10.3.3.1: Simplify Permitting Procedures.

Revise the City's regulatory processes to support economic development activities, particularly for identified and targeted market sectors.

Policy 10.3.3.2: External Entity Coordination and Involvement.

Coordinate planning initiatives and regulatory processes with external partners and programs to ensure maximum dissemination of information for maximum economic benefit.

Policy 10.3.3.3: Housing Stock.

Diversify and improve the City's housing stock to provide sufficient residential opportunities for particular market sectors, including executive level housing, as the market dictates.

DATA, INVENTORY, AND ANALYSIS

INTRODUCTION

As noted in the 2016 Evaluation and Appraisal Report, the key overarching issue for the City of Kissimmee is economic development. This issue is attached to attracting and retaining diverse and quality employment opportunities, improving quality of life, and continued growth to be competitive in the Central Florida region and beyond. A major focus is on providing more jobs in general, and higher paying jobs in particular. Of particular interest are industries related to medical, technical, and aviation-related businesses.

For years, the City's economy has relied on tourism and associated services, with their preponderance of relatively low-wage jobs. However, the City also has robust employment in the public and medical sectors, with technology companies forming some of the most recent new additions to employment in and near the City.

EXISTING CONDITIONS

This section profiles the income and employment statistics for City residents and local businesses.

INCOME

The City of Kissimmee has deep ties to the leisure and hospitality industries, and has been associated with tourism for decades. This association has come to define the City's employment base, and its place within the greater Orlando-Kissimmee metropolitan statistical area (MSA). The City has not been able to keep pace with the income levels of local jurisdictions. Table 10-1 below shows the median income levels for various geographies and the table focus is on relevant information regarding City residents' relative income.

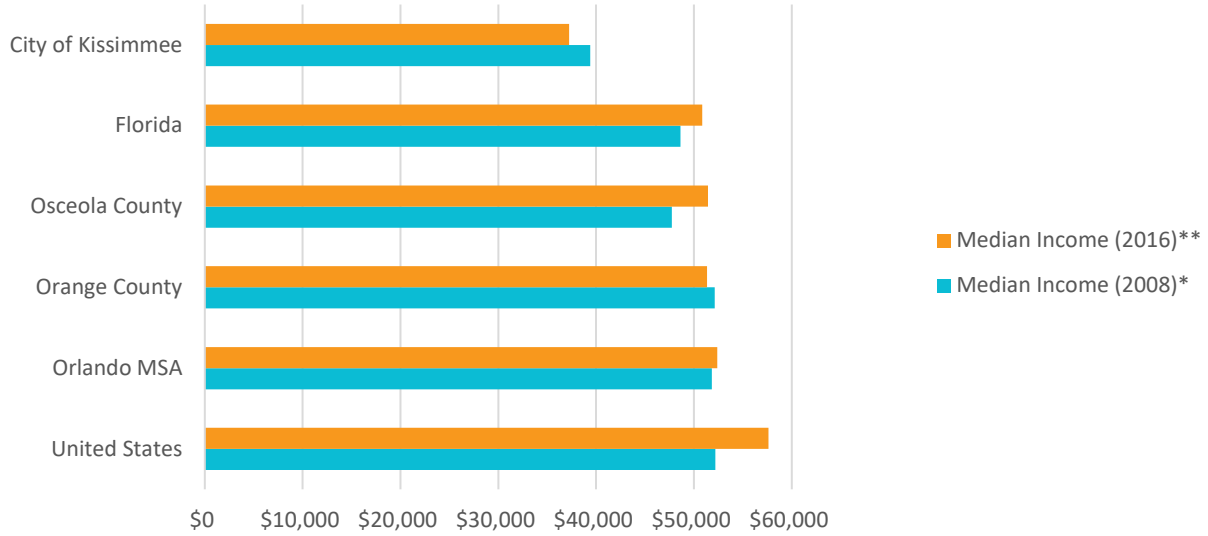
Table 10-1: Comparison of Area Median Incomes, 2008 and 2016

Geography	Median Income (2008)*	% of FL Median Income	Median Income (2016)**	% of FL Median Income
United States	$52,175	107%	$57,617	113%
Orlando MSA	$51,813	107%	$52,385	103%
Orange County	$52,133	107%	$51,335	101%
Osceola County	$47,751	98%	$51,436	101%
Florida	$48,637	100%	$50,860	100%
City of Kissimmee	**$39,382**	**81%**	**$37,232**	**73%**

Source: American Community Survey, 2008 and 2016. **In 2008 dollars. **In 2016 inflation-adjusted dollars.*

The data show that, between 2008 and 2016, the median incomes of each level of geography remained nearly the same, relative to the state's median income – except the United States as a whole and the City of Kissimmee. The United States was previously 107 percent of the state's median and gained an additional 6 percent. The City's median income, which was already at only 81 percent of the state's median, lost an additional eight percent by 2016. The median income for City residents is now 28 percent less than the median income earned in Osceola County, and 30 percent less than the median income earned in the Orlando-Kissimmee MSA. These incomes are shown graphically in Figure 10-1 below.

Figure 10-1: Comparison of Area Median Incomes, 2008 and 2016



Source: American Community Survey, 2008 and 2016.

**In 2008 dollars. **In 2016 inflation-adjusted dollars.*

These differences in median income provide a point of reference for the remaining tables in this analysis, since data for the City is limited. The Orlando-Kissimmee MSA and Osceola County serve as proxies for the City in their economic conditions, and based on the data in Table 10-1, the City is likely to have lower wages, and may also have higher rates of unemployment than the MSA or the County. Table 10-2 shows the differences in hourly wages in both the MSA and the state from 2014 to 2017. The figures trend in the same direction over time (upward), but the median hourly wages for the state are higher in every case.

The hourly wage for entry-level positions in the Orlando-Kissimmee MSA has, however, remained stable as a percentage of the Florida median hourly wage for entry-level employees. This is in contrast to a slowly increasing percentage, though still lower than the state as a whole, for experienced employees. The change for entry-level wage earners has been an increase of 72 cents per hour over the four years shown in Table 10-2 below, but in 2017 the median hourly wage for these employees in the Orlando-

Kissimmee MSA was $2.69 per hour above what is now the Federal minimum hourly wage and $1.84 per hour above the 2017 minimum wage in Florida. Values for the City are not available, but it is not unreasonable to assume that the median hourly wage for employees in the City is lower than for the MSA.

Table 10-2: Comparison of Hourly Wages in Orlando-Kissimmee MSA and Florida, 2014-2017

	Hourly Wages								
	Median			Entry-Level			Experienced		
Year	FL	ORL MSA	% of FL	FL	ORL MSA	% of FL	FL	ORL MSA	% of FL
2017	$16.15	$15.46	95.7%	$10.03	$9.94	99.1%	$27.52	$26.84	97.5%
2016	$15.77	$15.10	95.8%	$9.80	$9.71	99.1%	$26.88	$26.22	97.5%
2015	$15.29	$14.68	96.0%	$9.53	$9.48	99.5%	$26.15	$25.16	96.2%
2014	$14.94	$14.27	95.5%	$9.40	$9.22	99.1%	$25.48	$24.40	95.8%

Source: Florida Department of Economic Opportunity, 2014 – 2017.

EMPLOYMENT

The City of Kissimmee and Osceola County were, in general, hit hard by the worldwide economic recession starting in late 2007 but have seen growth since the economy has grown stronger. Figures from the Florida Department of Economic Opportunity, released in January 2018 provide a fairly complete picture of employment in the Orlando-Kissimmee MSA. The table below indicates the rates of unemployment in Kissimmee, the MSA, related counties, Florida, and the United States as a whole, for December of 2015, 2016, and 2017.

Table 10-3: Comparison of Unemployment Rates for Counties in the Orlando-Kissimmee MSA

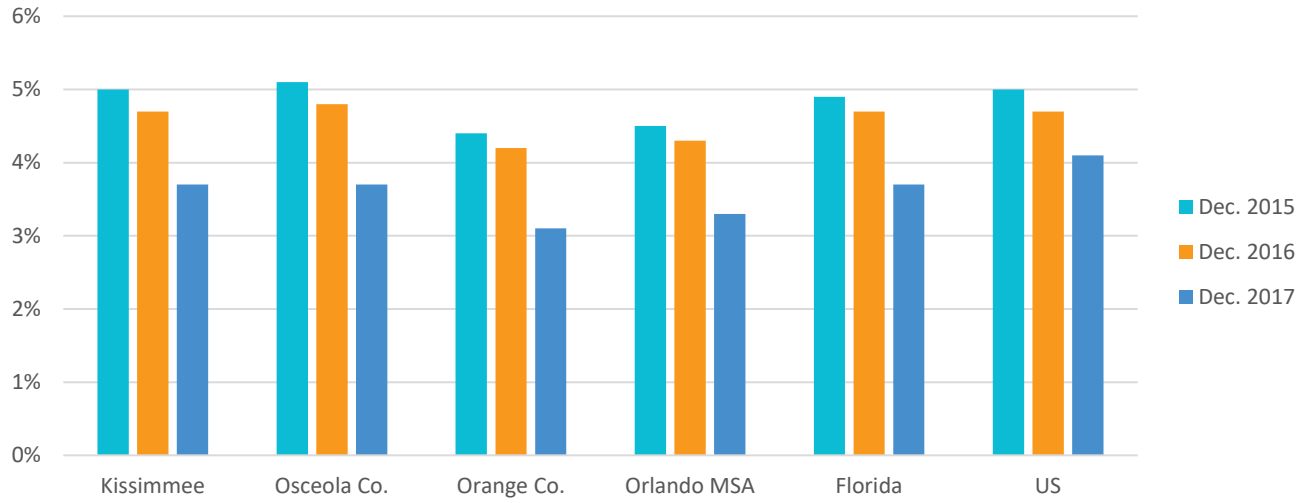
	Location					
Time	Kissimmee	Osceola Co.	Orange Co.	Orlando MSA	Florida	US
Dec. 2017	**3.7%**	3.7%	3.1%	3.3%	3.7%	4.1%
Dec. 2016	**4.7%**	4.8%	4.2%	4.3%	4.7%	4.7%
Dec. 2015	**5.0%**	5.1%	4.4%	4.5%	4.9%	5.0%
24 Month Change in Unemployment	**-1.3%**	-1.4%	-1.3%	-1.2%	-1.2%	-0.9%

Source: Florida Department of Economic Opportunity, January 19, 2018. Bureau of Labor Statistics.

In two years, unemployment in Kissimmee decreased by 1.3 percent from 5.0 percent to 3.7 percent. This decline in unemployment is not unique to Kissimmee although unemployment in the City still

remains higher than in the overall Orlando MSA but is on par with the State of Florida and below the United States as a whole. An illustration of these unemployment rates are shown in Figure 10-2 below.

Figure 10-2: Comparison of Unemployment Rates



Employment rates can be directly linked to the economic sectors most significantly (and historically) represented in the Orlando area. The close connection to the tourism industry, coupled with the construction, has a significant impact on the median hourly wage and the rate of unemployment. Table 10-4 below provides a snapshot of the employment in selected economic sectors from 2012 through 2016.

Table 10-4: Comparison of Employment, by Industry, in Orlando-Kissimmee MSA and Florida, 2010-2016

	Leisure and Hospitality		Construction		Educational and Health		Trade, Transportation, and Utilities		Professional and Business Services	
Year	*ORL MSA*	*FL*	*ORL MSA*	*FL*	*ORL MSA*	*FL*	*ORL MSA*	*FL*	*ORL MSA*	*FL*
2016	21.5%	14.3%	5.7%	5.8%	17.9%	21.0%	19.6%	21.2%	16.3%	15.5%
2015	21.5%	14.3%	5.4%	5.4%	18.0%	21.2%	19.8%	21.5%	16.0%	15.3%
2014	21.6%	14.2%	5.1%	5.2%	18.0%	21.4%	19.9%	21.5%	15.9%	15.1%
2013	21.2%	14.0%	4.9%	4.9%	18.2%	21.6%	19.9%	21.5%	16.0%	14.9%
2012	21.0%	13.8%	4.5%	4.7%	18.4%	21.9%	19.9%	21.5%	15.9%	14.7%
2011	20.9%	13.5%	4.6%	4.7%	18.4%	22.1%	19.9%	21.4%	15.6%	14.7%
2010	20.5%	13.2%	4.9%	4.9%	18.2%	22.0%	19.6%	21.2%	15.9%	14.8%

Source: Florida Department of Economic Opportunity, Annual NAICS Files 2010 - 2016.

The data shows that despite low unemployment rates and the lower wages typically found in this industry, the employment share in the Leisure and Hospitality industry continues to grow. This industry has held a steady share of the job market at 21.5 percent or higher since 2014, or over one fifth of total employment, despite an increase in the Construction industry which has historically been inversely related to the Leisure and Hospitality industry. While the Construction industry employment is similar to that found elsewhere in the State, the Orlando-Kissimmee MSA has a significantly higher reliance on the Leisure and Hospitality industry.

In contrast, the Educational and Health Trade, Transportation and Utilities, and Professional and Business Services industries maintained relatively steady employment percentages over time. The exception is a slight decrease in the Educational and Health industry from 18.2 percent in 2010 to 17.9 percent in 2016. In these industries the MSA has tended to maintain a lower percentage of employment than the state, except for Professional and Business Services, which is likely due to downtown Orlando's status as a location for business headquarters. The proportional differences between the MSA and Florida may be partially attributed to the higher percentage of MSA employment in the Leisure and Hospitality industry. A reduction in employment in the variable Leisure and Hospitality industry, and a corresponding increase in the more stable Educational and Health, Trade, Transportation and Utilities, and Professional and Business Services industries, could provide the MSA (and more specifically the City of Kissimmee) with the potential to improve its employment diversity and economic base.

In addition to numerous small, home-grown businesses, and mid-size regional and national chains, the City is home to several large, private employers, among which all three are within the Educational and Health industry. These enterprises, as seen in the table below, are on the rise in the Orlando-Kissimmee MSA and Florida, as a whole. These fields are important, both as aging baby-boomers and retirees begin to require more services, and as new generations seek to acquire the skills needed to be successful in their chosen fields.

Table 10-5: Large Employers within the City of Kissimmee

Employer	Number of Employees
Osceola Regional Medical Center	1,357
Valencia Community College	506
Florida Hospital - Kissimmee	450

Source: Greater Osceola Partnership for Economic Prosperity, 2015.

Other significant employers include Publix grocery stores, of which there are four in the City, and Wal-Mart retail stores near the City, of which there are two super centers and one neighborhood market. Growth by the medical service providers in the City have the potential to raise the economic prosperity of local employees, and the City's economic prospects for the future, but further diversification and

investment in modern industries and businesses are needed to raise the City's potential for economic success.

Economic Potential

In many cases, investment by outside entities first requires local investment. The City has been proactively engaged in improving economic conditions citywide for several years, with specific emphasis in several key locations. Among these are the downtown Community Redevelopment Area, the Kissimmee Gateway Airport area, and along the Vine Street corridor. This section details targeted efforts within the City.

Revitalization Efforts

The City's downtown has existed for 135 years, and in that time has continuously experienced waves of growth, expansion, and redevelopment activity. In 1992, the City established the Community Redevelopment Agency (CRA) and crafted a CRA Plan for the City's downtown area in order to address the deteriorating physical and economic condition of the downtown area. CRA planning efforts aim to promote infill redevelopment on vacant parcels, which are guided by a set of design criteria adopted in 2008 and amended in 2012, and to provide support to local businesses.

> Envisioned as a transit-supportive corridor, with mixed-land uses, Vine Street will be among the centers for new commercial office and retail development and redevelopment, as well as residential uses.

The Vine Street corridor has long been a major thoroughfare leading tourists to both the City's downtown, but also to destinations beyond. The corridor has suffered from a history of automobile-oriented development, and the recent economic decline, and is currently a principal focus of redevelopment efforts within the City.

The City has tailored land uses and design criteria in the downtown and along the Vine Street corridor to support development and redevelopment activity. These initiatives acknowledge the need to create destinations for residents and visitors that will help promote and initiate economic diversity in the City. Such an initiative could increase local employment, which could in turn reduce the number of commuters bound for Orlando.

While coordinating land uses and design with redevelopment, and maintaining coordination between the CRA and economic development agencies, is important, educational opportunities are also a key factor in the location and relocation of businesses. The investment in human capital can significantly help in business and new industry recruitment, as is the creation and support of business incubators – like the University of Central Florida-sponsored small business incubator in Kissimmee which includes 20 clients of various specialties. Businesses can use the resources of the incubator to further grow and upon

'graduating' establish themselves within the community with the ability to buy or sign a long term lease and continue growing their company as well as the number of employees.

INDUSTRY DIVERSIFICATION



Service industry businesses provide necessary and discretionary services such as medical care, child care, and increased retail and dining options to residents who rely on a demand base from the technical professions. The service industry is already established in the City, and accompanying technical industries are in their infancy and growing. This direct relationship between base industries and supportive industries has the power to lead to further economic development and employment opportunities for residents with different skill sets. The City has two major employment sectors being used to attract new technical and high-tech businesses. These two types of employment are aviation and related industries, and medical and ancillary medical industries.

MEDICAL AND HEALTHCARE

The Osceola Regional Medical Center is located within the City's Community Redevelopment Area (CRA). Coordination of business development initiatives with the goals established by the CRA is essential. The CRA is guided by a Plan and contains a special Tax Increment Financing (TIF) district. The revenues received from the TIF districts have been used to stimulate redevelopment by improving the public infrastructure, reducing development impediments, and providing various financial incentives for business start-up and expansion, in addition to other available incentives, discussed in-depth in the next section.

Another hospital, Florida Hospital Kissimmee, is located along Main Street/Orange Blossom Trail, north of both the CRA and the Vine Street redevelopment area. Though not eligible for bonuses associated with location in either of those two areas, other incentive opportunities are available through the creation of the Medical Arts District. The location of this District is shown on Future Land Use Element Figure 1-3. The City has established a policy for businesses growing and locating here, and evaluation or monitoring of the program in the future may help determine if adjustments are needed.

The goal of this District is to attract a hub of health-care related companies and physician practices between Florida Hospital Kissimmee and Osceola Regional Medical Center. Designated in April 2016 and offered for three years, new economic incentives created as part of this include:

- Reduction of development review fees

- Building permit fee reimbursement
- Medical equipment grant
- TV commercials
- Hire local grant

TRANSPORTATION

In addition to healthcare and general high-tech industries, the Kissimmee Gateway Airport, as a general aviation facility and reliever to the Orlando International Airport, has the potential to anchor aviation-related businesses proximal to the airport. In the last five years the City's economic development efforts have included attracting aviation academic companies to grow the local workforce skillset. The airport now has tenants with certification programs in the fields of Flight training, Avionics, and Airframe & Powerplant (A&P). It's rare to find all three of these programs at one airport. In addition to growing an aviation workforce, the City has launched an Aerospace Advancement Initiative at Kissimmee Gateway Airport. Similar to the Kissimmee Medical Arts District, this initiative offers eligible aerospace companies economic development incentives to help them offset some of their costs in establishing their company here. Those new incentives include:

- Building Life Safety-American Disabilities Act Upgrade Rebate
- Building Permit Fee Reimbursement
- Chamber of Commerce one year membership
- Development Review Fee Reimbursement
- Equipment Grant
- Hire Local Grant
- TV commercial



Proximity of major roadway corridors, the airport, and the future station on the southern expansion of the SunRail corridor could provide strategic opportunities for the encouragement of regionally significant businesses and industries. Retention and attraction of additional governmental services, in addition to County offices, could also spur the growth of government-serving businesses. The growth and development of aviation, medical and healthcare, and high-tech businesses presents opportunities for

the City to capitalize on business expansion and startup, which is critical to economic development and providing a broader job base.

Resource Protection

Another way to broaden the City's economy involves highlighting the City's location and natural amenities through historical tourism and ecotourism. This includes exploring opportunities to showcase the City's wealth of water-based natural resources, and historic sites and character. The water features and resources in the City already provide prime locations to engage in recreational activities. Understanding that economic development and protection of important waterways are not mutually exclusive, the City of Kissimmee can support both initiatives by promoting ecotourism and continuing to take advantage of public-private partnerships, grant funding, second party acquisitions, and County land acquisition programs. The *Open Space and Recreation* map displays the locations of multi-use trails, parks, and open space areas that could be leveraged to encourage environmental visitors to the City.

Another potential economic growth area is that of historically-oriented tourism. Visitors are drawn to an area's history, and the City has a long and colorful one which it should continue to promote via the historic locations within the City.

Florida High Tech Corridor

A regional initiative, involving 23 counties, is the promotion of north-central Florida (from St. Augustine and the Space Coast southwest to Tampa Bay) as a High Technology Corridor. Promoted with savvy marketing and engaging the collaboration of local and regional economic development organizations and universities, the initiative is working to encourage the location of certain types of businesses and industry sectors to the region. These sectors include:

A regional initiative, involving 23 counties, is the promotion of north-central Florida (from St. Augustine and the Space Coast southwest to Tampa Bay) as a High Technology Corridor.

- Agritechnology
- Aviation and Aerospace
- Digital Media/Interactive Entertainment
- Financial Services
- Information Technology
- Life Sciences/Medical Technologies

- Microelectronics/Nanotechnology
- Modeling, Simulation and Training
- Optics and Photonics
- Sustainable Energy

Coordination with the partner organizations of this initiative could provide the City with connections to grow local business diversity in these high-tech, and higher wage-earning, employment sectors.

Economic Incentives

In order to attract outside investment, local governments must often provide incentives to interested parties. These attractions usually take the form of tax breaks and other monetary savings. The section below describes some incentives available to potential businesses.



Federal and State

One tool the City has leveraged is the availability of federal funds for redevelopment efforts. The City has previously applied for EPA Brownfield Assessment Grants in order to fund the assessment of approximately 20 potentially contaminated sites. Once the contamination level is determined, cleanup efforts can be pursued. The City hopes to utilize this federal program to spur redevelopment of sites that are currently underutilized due to the environmental stigma associated with particular properties. One success within Kissimmee through this program is the Lake Toho Redevelopment. This 10-acre urban renewal project is a transit-oriented development which will allow for the reuse of two brownfield sites that previously functioned as a power generation plant and a railroad spur and industrial site.

The State of Florida also offers incentives in the form of tax refunds and exemptions. The Qualified Target Industry (QTI) Tax Refund provides $3,000 for each new job created in targeted high value-added industries. To qualify as a QTI, a business must create 10 or more jobs, pay more than 115 percent of area wages, have local support and have a significant positive impact on the community. The target industries are defined by the state, and include only those businesses serving multi-state and/or international markets. Retail activities, and activities regulated by the Division of Hotels and Restaurants or the Department of Business and Professional Regulation are statutorily excluded from consideration. The major industries and services include:

- Aviation & Aerospace
- Life Sciences
- Manufacturing
- Defense & Homeland Security
- Information Technology
- Financial & Professional Services
- Logistics & Distribution
- Cleantech
- Headquarters

The state also maintains a grant program, the Economic Development Transportation Fund, which provides up to $3 million to local governments for the construction or improvement of transportation infrastructure needed to accommodate new or expanding industries.

The Florida Job Growth Grant Fund is a relatively new economic development program designed to build on Florida's success and economic prosperity since 2010. In its first year, the Florida Job Growth Grant Fund will provide $85 million for public infrastructure and job training projects that support growth and employment in Florida's diverse industries. Public infrastructure projects can include transportation and utilities needed to support economic development. Workforce training projects will provide Floridians with transferable, sustainable workforce skills applicable to many employers.

County and City

The County maintains a number of programs available countywide that are designed to assist businesses with relocation or expansion plans.

The City of Kissimmee also has its own criteria for targeted industry development and eligibility. Similar to State guidelines, a company must create at least 10 net new full time permanent jobs, or if expanding a business, increase employment by at least 10% and pay an average annual wage that is 115% higher than the local county average wage. State and/or County certified QTI projects will be eligible for the same incentives offered to City Targeted Industry. Companies must be in one of the City's target industry categories or be the company's corporate headquarters.

These companies include:

- Aeronautical (Aviation/Aerospace)
- Clean-Technologies, Alternative Energies or Renewable Resource Development
- Manufacturing
- Medical Specialties/Life Sciences
- Preparatory High School
- Post-Secondary Educational Institutions

The City and Osceola County have also instituted a five-day, fast-track permitting program, which is extended to eligible Economic Development projects. This ensures that new and existing companies and corporate relocations can occur without delay. In addition, the City of Kissimmee has a completely electronic permitting system which helps permits to be reviewed faster and reduces costs for the City and its customers.

SUMMARY

There are substantial challenges ahead regarding economic development. In a down economic market businesses tend not to expand, often contracting to the detriment of not just employees, but the community they serve. Strengthening partnerships with local and regional economic development organizations, such as the Osceola County Economic Development Commission and the Metro Orlando Economic Development Council, as well as local educational institutions are essential to attract targeted industries and to support and nurture existing local businesses.



The City's adopted goals, objectives, and policies of the Economic Development Element will provide the framework necessary to support economic investment programs and opportunities needed to provide the City with an increased commercial tax base and higher wage employment opportunities.



11 PROPERTY RIGHTS

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Kissimmee ~~2040~~ 2050 Comprehensive Plan

Property Rights

~~*date*~~

Amendments:

Amended February 2026; Amendment No. 25-01ER

December 7, 2021; DRC#21-097; DEO Amendment No.21-02(ESR)

Cover photo source: City of Kissimmee Public Information Office

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Objective 1.1.1: Property Right Protection 1

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Property Rights pursuant to §163.3177(6)(i), Florida Statutes.

GOAL 1.1: PROPERTY RIGHTS

Ensure that the City of Kissimmee remains consistent with Florida State Statutes and regulations and that private property rights are considered in local decision-making.

OBJECTIVE 1.1.1: PROPERTY RIGHT PROTECTION

In accordance with the legislative intent expressed in F.S. 163.3161(10) and 187.101(3) that the City of Kissimmee shall respect judicially acknowledged and constitutionally protected private property rights.

POLICY 1.1.1.1: PROPERTY OWNER INTERESTS

The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

POLICY 1.1.1.2: RIGHT TO USE AND DEVELOP PROPERTY

The right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to State law and local ordinances.

POLICY 1.1.1.3: PROPERTY OWNER EXCLUSION

The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.1.1.4: SALE OR GIFTING OF PROPERTY

The right of a property owner to dispose of his or her property through sale or gift.

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State Of Florida
County Of Orange

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jan 23, 2026.

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 24 day of January, 2026,
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

7922043

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CITY OF KISSIMMEE NOTICE OF PUBLIC READING COMPREHENSIVE PLAN TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that will amend the Comprehensive Plan. The second and final reading for this proposed ordinance will be held by the City of Kissimmee City Commission on Tuesday, February 3, 2026, 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#25-05: AN ORDINANCE AMENDING AND REINSTATING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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
1/23/2026 7922043

7922043

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance #26-03 amending the charter to increase term limits to three consecutive terms.

Explanation

This is a request to approve a proposed Charter amendment increasing term limits. Currently, Commissioners are limited to two elected consecutive four-year terms. If the City Commission approves the first and second readings of this ordinance, this change, if approved by voters, would set term limits at three consecutive four-year terms.

Recommendation

Approval of the First Reading of the Proposed Ordinance #26-03 amending the charter to increase term limits to three consecutive terms.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. Proposed ORD. #26-03_ Amending Term of Office of Commissioners
2. Proof of Advertisement (Publication Date 01-29-2026)

PROPOSED ORDINANCE NO. 26-03

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 2, Section 2, Term of Office of Commissioners.

The Mayor-Commissioner and other City Commissioners shall be elected for a term of four (4) years or until his or her successor is duly elected and qualified as hereinafter provided. No person shall be elected to the City Commission more than ~~two (2)~~ three (3) consecutive four (4)-year terms. The term of office shall begin on the first regular meeting of the city commission following the verification of election results, except as provided in section 4 below.

Section 2. All Ordinances in conflict herewith are repealed

Section 3. This Ordinance shall be effective upon ratification by referendum

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
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Subtotal	$57.08
Tax %	0
Processing Fee	$5.71
Total	**$62.79**

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-03

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
January 29, 2026

ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

Explanation

The World Health Organization estimates that tobacco use causes more than eight million deaths worldwide each year, including nearly 500,000 premature deaths annually in the United States. In Florida, 59 percent of children ages 11 to 17 report exposure to secondhand smoke from cigarettes or electronic vapor products. Exposure to secondhand smoke poses significant health risks, particularly to children, including increased risks of sudden infant death syndrome, asthma, developmental abnormalities, and cancer.

E-cigarettes emit an aerosol containing at least ten chemicals known to cause cancer, birth defects, or other reproductive harm, and bystanders may absorb nicotine through exposure. Tobacco use also results in substantial environmental harm, generating almost two million tons of waste annually and contributing to widespread litter in public spaces, including trillions of cigarette butts littered across roadways, sidewalks, parks, and other green spaces.

In 2022, the Florida Legislature amended the Florida Clean Indoor Air Act through House Bill 105, authorizing local governments to restrict smoking on public beaches and in public parks. The City Commission finds that passing this ordinance serves the best interests of public health and environmental protection for the City and its residents.

Recommendation

Approval of the First Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance #26-04_ Prohibiting Smoking and Vaping In Public Parks
2. Proof of Advertisement (Publication Date 01-29-2026)

PROPOSED ORDINANCE NO. 26-04

ORDINANCE NO., _____

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tobacco use causes death and disease and remains an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly $300 billion annually;
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States,
- Specifically, in Florida, 29.4% of cancer related deaths are attributable to smoking.
- Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health; and

WHEREAS, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

- Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
- The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;
- The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
- In Florida, 59% of children between the ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products; and

DRAFT

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful, as evidenced by the following:

- E-cigarettes produce an aerosol that contains at least ten (10) chemicals known to cause cancer, birth defects, or other reproductive harm.
- Bystanders exposed to e-cigarette aerosol can also absorb its nicotine.
- The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.
- Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma, and constrict arteries which could trigger a heart attack; and

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces,
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts, for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month,
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter,
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items)
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean,
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine containing vapor-generating electronic devices as acute hazardous waste when disposed properly; and

WHEREAS, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children, as evidenced by the following:

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, vapor-generating electronic devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger;
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved vapor-generation electronic devices, and 8.0% involved other tobacco products;

DRAFT

- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 to 2010 to 1,835 in 2018, a 14,015% increase; and
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption; and

WHEREAS, in 2022, Florida Governor Ron DeSantis signed House Bill 105 into law, amending the Florida Clean Indoor Air Act to authorize cities and counties to restrict smoking on public beaches and in public parks; and

WHEREAS, the City Commission finds that this ordinance is in the best interests of public health and environmental protection for the City and its citizens.

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

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

SECTION 2.

Section 28-1. Prohibiting smoking and Vaping in public parks owned or leased by the City of Kissimmee.

(1) Definitions Related to the Prohibition of Tobacco Products on City Property. The following words and phrase, whenever used in this ordinance shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) ***"Vapor-Generating Electronic Device"*** means any electronic device that can be used to deliver an aerosolized or vaporized substance to a person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(b) ***"Park"*** means all public property specifically designated for outdoor recreational or park purposes and where children regularly congregate. "Outdoor recreational or park purposes" includes, but is not limited to, boating, golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites, and applies only to land that is open to the general public.

(c) ***"Smoking"*** means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product, whether natural or synthetic. For purposes of this policy only, "smoking" does not include the use of unfiltered cigars, pursuant to section 386.209, Florida Statutes.

(d) ***"Tobacco Product"*** means:

DRAFT

1. Any product containing, made, or derived from tobacco, nicotine, or nicotine analogues that is intended for human consumption or is reasonably likely to be consumed, whether inhaled, absorbed, or ingested by any means, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or snus;
2. Any vapor-generating electronic device, as defined in this [article/chapter], and any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine;
3. Any component, part, or accessory of a product described in above, whether or not such component, part, or accessory contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes; and
4. The term "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(e) ***"Tobacco Product Waste"*** means any material that remains and is regularly intended to be discarded after the use or consumption of a tobacco product. "Tobacco Product Waste" includes, but is not limited to, discarded cigarette filters or butts, cigar or cigarillo tips, cigarette packages, cigar or cigarillo wrappers, vapor-generating electronic devices of all types, vapor-generating electronic device cartridges or refill containers, plastic packaging, foil, and any other disposable tobacco product remnants or tobacco product packaging in any form.

(f) ***"Vape"*** or ***"Vaping"*** means to inhale or exhale vapor produced by a vapor-generating electronic device, or to possess a vapor-generating electronic device while it is actively employing electronic, chemical, or mechanical means to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device when it is not in active use.

(2) Prohibition of Smoking and Vaping in Recreational Areas. Smoking, vaping, and the use of all other tobacco products are prohibited in all parks and city-owned properties within the City of Kissimmee. The use of unfiltered cigars is exempt pursuant to section 386.209, Florida Statutes.

(3) Other Requirements and Prohibitions Related to Tobacco Products on City Property.

(a) No person shall dispose of tobacco product waste in any park or on any city-owned property.

DRAFT

(b) The City Manager, or their designee, shall post at least one clear, conspicuous, and unambiguous "No Smoking or Vaping" sign at each point of ingress to the area, and at least one additional conspicuous location where individuals regularly congregate (such as restrooms, playgrounds, or buildings) within each area where smoking and vaping are prohibited. For purposes of this section, the City Manager, or their designee, shall be responsible for posting signs in regulated facilities owned or leased, in whole or in part, by the City. Notwithstanding this provision, the presence or absence of signs shall not constitute a defense to a violation of any other provision of this ordinance.

(4) Compliance and Enforcement. The effectiveness of this policy relies on the consideration and cooperation of both tobacco users and non-users. Individuals found in violation of this policy shall be reminded and asked to comply. Persistent or intentional violations may result in the individual being asked to leave the park or city-owned property.

SECTION 3. This ordinance shall be codified and may be renumbered and cross-referenced to accomplish such codification.

SECTION 4. This ordinance shall take effect immediately upon adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

DRAFT

Column

INTERIM AD DRAFT

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

Notice ID: 8MjQ81hAx27RgswCEVA1 | **Proof Updated: Jan. 26, 2026 at 09:40am EST**
Notice Name: COK ORDINANCE 26-04 - Prohibiting Smoking

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
City Clerk's Office City of Kissimmee cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

01/29/2026: Legal and Public Notice	57.08

Subtotal	$57.08
Tax %	0
Processing Fee	$5.71
Total	**$62.79**

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-04

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
January 29, 2026

ITEM 4.D
Public Hearing — First Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of Proposed Ordinance #26-05, adding criminal background checks to verify candidates' qualifications to hold office.

Explanation

The City Commission has expressed a commitment to transparency, including transparency among all potential elected officials. The Commission believes that the citizens deserve full disclosure regarding those seeking public office and, accordingly, is proposing an amendment to the City Charter to require background checks for candidates running for office.

Under the proposed amendment, each candidate would be required to consent to a background check for the purpose of verifying the candidate's qualifications to hold office. No candidate would be disqualified from running for office without prior notice, an opportunity for a hearing, and clear and convincing evidence that the candidate does not meet the qualifications to hold office.

Recommendation

Approval of Proposed Ordinance #26-05 adding criminal background checks to verify candidate's qualification to hold office.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):
1. Proposed Ord #26-05 - Adding background Checks to Qualifying Candidates
2. Proof of Advertisement (Publication Date 01-29-2026)

PROPOSED ORDINANCE NO. 26-03

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2, CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 2, City Commission, Section 7, Candidates to announce and qualify for particular office; deadline for qualification; method of qualifying; majority vote required for election; conduct of election; when candidate to take office.

Each candidate for the office of city commissioner and mayor-commissioner shall announce and qualify specifically for the particular seat by number for which he is a candidate, as provided by ordinance. Each candidate shall consent to a background check to verify the candidate's qualifications to hold office. No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office. (A candidate shall qualify as set forth by resolution of the city commission.) The candidate receiving the majority of the votes cast shall be elected to that office. Each election shall be conducted as are now and hereafter provided by law. A candidate receiving a majority of votes in the general election shall take office at the city commission meeting following the formal certification of the election results. In the event that no candidate receives the majority of the votes cast at the election, then a runoff election, as provided in Article III, Chapter 1, Section 1, shall be held with the two candidates receiving the highest number of votes. In the general election, the winning candidate may be sworn in and take office at the same city commission meeting when the results are certified. A candidate shall qualify in accordance with Florida Statutes Section 99.093 or as otherwise set forth by resolution of the city commission.

Section 2. All Ordinances in conflict herewith are repealed

Section 3. This Ordinance shall be effective upon ratification by referendum

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

Column

OFFICIAL AD PROOF

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

Notice ID: iT2ZQcgEbcGZQoF0ESxf | **Proof Updated: Jan. 26, 2026 at 03:57pm EST**
Notice Name: ORDINANCE 26-05 - Criminal Background Checks

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
City Clerk's Office City of Kissimmee cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

01/29/2026: Legal and Public Notice Notice	64.10

Subtotal	$64.10
Tax %	0
Processing Fee	$6.41
Total	**$70.51**

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-05

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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January 29, 2026

ITEM 7.A
Approval of City Commission Minutes from the January 20, 2026 Meeting

Request

Approval of the January 20, 2026 Commission meeting minutes.

Explanation

Minutes of the commission meeting held on January 20, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN JAN 20 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JANUARY 20, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

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

Mayor Espinosa called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Oath of Office for Fire Department Promotions

Fire Chief Walls administered the Oath of Office to newly promoted Fire Department Personnel.

Fire Chief Walls administered the Oath of Office to Geoff Miller, Jeff Booher, Samson Van Olffen, and Bryan Benson.

3.B Presentation of the 2025 Festival of Lights Award Winners

Presentation of the 2025 Festival of Lights Award Winners

Events Manager Veronika Frink reviewed the parade statistics and presented the awards to the recipients who were in attendance.

3.C Proclamation - 2026 National CRNA Week

Proclamation presentation to Laura Sanchez in recognition of Certified Registered Nurse Anesthetist Week (CRNA), January 18–24, 2026.

City Manager Steigerwald read a proclamation in honor of 2026 National CRNA Week as the Mayor and Commissioners presented the proclamation. Recipient, Laura Sanchez, thanked the City for their support.

3.D Proclamation- "Kissimmee, City of Love Day"

Presentation of "Kissimmee, City of Love Day" Proclamation to Yolanda Bernard, Vice President of the National Chamber of the Arts.

City Manager Steigerwald announced the item has been removed from the agenda.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to Adopt and Submit the First Amendment of the 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan

Request approval of the Resolution and Submittal of a Section 108 Loan Application and the Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan.

Housing and Community Program Development Manager Frances DeJesus presented the

project details as outlined in the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa made a motion to approve the Public Hearing, adopt Resolution #02-2026 and Submit the First Amendment of the 2025-2029 Consolidated Plan and the FY25 CDBG Action Plan. Commissioner Carlos Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz
NAY: None

Motion carried 5 - 0

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

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "A") were submitted, and several speakers raised concerns related to retaliation, potential First Amendment violations, code enforcement issues, online and social media scrutiny, and overall decorum. One speaker also commended the city for hosting an excellent Martin Luther King Jr. event over the weekend.

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

Motion carried 5-0.

7.A Approval of City Commission Minutes from the December 16, 2025 and January 6, 2026 meeting
Approval of the December 16, 2025, and January 6, 2026, commission meeting minutes.

7.B Investment Advisor Services Agreement with U.S. Bancorp Asset Management
Request approval of Investment Advisory Services (Contract #20240336) with U.S. Bancorp Asset Management, LLC.

7.C Resolution to Adopt the Fourth Amendment to the Local Housing Assistance Plan
Request approval for the Fourth Amendment to the Local Housing Assistance Plan covering SHIP Fiscal Years 2022-2024 and adopt the accompanying Resolution.

Resolution #03-2026

7.D Authorization to Negotiate Construction Engineering Inspection Services
Approval to begin contract negotiations with the top-ranked firms for Construction Engineering Inspection (CEI) Services, following completion of the Request for Qualifications (RFQ) selection process (RFQ2024-002).

7.E ESRI Small Government Enterprise Agreement
Request approval to renew the three-year Small Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute (ESRI) for $180,900 (Contract #20260137).

7.F Acceptance of the FY2025 Justice Assistance Grant Countywide Award

Request approval to accept the Justice Assistance Grant – Countywide (JAG-C) Program for $34,000 (Grant #JAG26) and authorization to amend the budget accordingly.

7.G Task Order No. 7 for Professional Service Agreement with Avcon Inc.

Request approval of Task Order No. 7 of the professional service agreement, Contract #20230139, between the City of Kissimmee and AVCON, Inc., for construction administration and engineering services for the site development of Kissimmee Gateway Airport's Parcel 8.

7.H First Right of Refusal with Sabal Aviation to Lease Property at Kissimmee Gateway Airport for Business AirPark

Approval of First Right of Refusal to Lease Airport Property with Sabal Aviation Kissimmee, LLC. (Contract #20260134)

8. DISCUSSION ITEMS

8.A Appeal of the Development Review Committee Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway

Request an appeal of the Development Review Committee (DRC) decision to renew a Conditional Use Special Event Permit approval for food trucks at 1985 S. John Young Parkway.

City Manager reviewed the request to appeal and the history of the property attached to the agenda. Mayor Espinosa opened the floor for discussion.

Commissioner Martinez stated she would abstain from voting, Form 8B attached (Exhibit "B"), and asked the commission to consider that the request before them was a renewal rather than a new application. City Manager Steigerwald clarified that the existing moratorium applies specifically to food trucks operating under the special event approval process, and that the current request falls within that category. Commissioners and the City Manager then discussed pending applications, the DRC's recommendation, the definition of a special event, and the relevant code provisions governing the approval process. It was noted that the applicant previously received approval under the city code's conditional use section, which permits the event to recur on a temporary basis. Commission consensus reached to uphold the additional 90-day extension, monitor the activity during that period, and allow the matter to return to the DRC for further review if necessary. The commission further acknowledged that the ordinance will be revised in the future.

Mayor Espinosa made a motion to uphold the DRC's decision to renew the permit for an additional ninety (90) days and for staff to continue monitoring the property's compliance. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor Espinosa
NAY: Commissioner Ortiz
ABSTAIN: Commissioner Martinez

Motion carried 3 - 1 - 1

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald highlighted the success of the Commission Planning Retreat last Friday.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Eady emphasized that cooperation and unity are essential for the city to move forward.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:55 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: 8.A **OR NON-AGENDA TOPIC:** _____

NAME: Celia L. Burgos

ADDRESS: 1985 S. Johnson Pkwy **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
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- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

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

CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: 3. A **OR NON-AGENDA TOPIC:** _____

NAME: Lisandra Roman

ADDRESS: 1985 S John Young Pkwy **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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1756

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: _____ **OR NON-AGENDA TOPIC:** ✓

NAME: THOMAS KAPP

ADDRESS: 413 BROADWAY **CITY:** KIS **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

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

PUBLIC COMMENT

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

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CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/2026

AGENDA ITEM #: _____ **OR NON-AGENDA TOPIC:** Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway S 304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

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

PUBLIC COMMENT

- ☑ I WISH TO SPEAK
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CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

1756

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: _____ **OR NON-AGENDA TOPIC:** _____

NAME: Olga Cariño

ADDRESS: 1[illegible] Arbor **CITY:** Kissimm **STATE:** FL **ZIP:** 34746

POSITION ON ITEM

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

PUBLIC COMMENT

- ☑ I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 01/20/26

AGENDA ITEM #: _____ **OR NON-AGENDA TOPIC:** _____

NAME: YOLANDA BERNARD

ADDRESS: 115 Braddock **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

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

PUBLIC COMMENT

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

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

1756

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1-20-26

AGENDA ITEM #: _____ **OR NON-AGENDA TOPIC:** _____

NAME: Jose' Barreto

ADDRESS: 1091 Hidden **CITY:** Kissimmee **STATE:** FL **ZIP:** 34746

POSITION ON ITEM

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

PUBLIC COMMENT

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

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CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: 2.0 Boost / [redacted] **OR NON-AGENDA TOPIC:** _____

NAME: Lillian Evans

ADDRESS: 1715 sunny **CITY:** Kiss **STATE:** FLA **ZIP:** 34741

POSITION ON ITEM

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

PUBLIC COMMENT

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

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/20/26

AGENDA ITEM #: Boost 2.0 **OR NON-AGENDA TOPIC:** _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St. **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

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

PUBLIC COMMENT

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

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Martinez Janette	City of Kissimmee Commission
MAILING ADDRESS Current Commissioner's Partial Home Address / Telephone Numbers	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY Kissimmee FL 34741	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 1/20/26	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Janette Martinez, hereby disclose that on January 20, 20 26:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1/20/26
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Public Records Exemptions

Reason	Description	Page
Current Commissioner's Partial Home Address/ Telephone Numbers	F.S. 119.071(4)(d)(2)(z): The partial home addresses and telephone numbers of Public Officers are exempt. "Public Officer" means the Governor, Lt. Governor, the elected State Cabinet Members (the Chief Financial Officer, Attorney General, and Agriculture Commissioner), and elected state and local officials (state representatives and senators, the county property appraiser, the county supervisor of elections, the school superintendent, school board members, and any mayor, city commissioner, or county commissioner). "Partial home address" means the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the partial home address, except the city and zip code.	14

ITEM 7.B
Authorization to Accept the 2025-2026 Victims of Crime Act (VOCA) Grant Funding

Request

Request approval for the Victim of Crimes Act grant (Grant VOCA26) from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of $56,001.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to crime victims. Services are defined as efforts that respond to the emotional and physical needs of crime victims, assist victims in stabilizing their lives after victimization, assist victims in understanding and participating in the criminal justice system, and provide victims with a measure of safety and security. The Police Department has received this grant for several years.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11400334 334200	VOCA26	Increase	$56,001	
11430401 501212	VOCA26	Increase	$36,005	
11430401 502121	VOCA26	Increase	$2,754	
11430401 502222	VOCA26	Increase	$5,797	
11430401 502323	VOCA26	Increase	$9,897	
11430401 502424	VOCA26	Increase	$1,548	

Financial Summary:

The above accounts will be amended accordingly upon acceptance of these grant funds.

Recommendation

Accept and approve the amendment to the budget for the 2025-26 VOCA grant to the Office of the Attorney General.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
City of Kissimmee

1. City of Kissimmee Police Departm-00234 - signed

JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
https://www.myfloridalegal.com

September 26, 2025

Mr. Wilson Munoz, Interim Police Chief
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741-5463

Dear Chief Munoz:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Kissimmee Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2025-2026 funding cycle.

Our office would like to thank those agencies that submitted a response to the September 9, 2025, letter requesting input on the award process. The comments were very helpful and the award amounts were calculated taking into consideration the responses submitted. Ultimately, this office decided to concentrate the small reduction necessary in the 2025-2026 grant awards on those agencies awarded larger grants. Those agencies that had a 2024-2025 award of $100,000 or lower will not receive a reduction.

Our office submitted a request to the U.S. Department of Justice, Office for Victims of Crime, to extend the project period for the 2021 VOCA allocation. Until a decision is received from the federal government, our office can only award funds based on what is currently authorized. If the U.S. Department of Justice approves our request for extension, that decision may unlock additional funds that could be requested at a later date.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Kissimmee Police Department

GRANT NO: VOCA-C-2025-City of Kissimmee Police Departm-00234

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Kissimmee Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $56,001.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2025. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-City of Kissimmee Police Departm-00234 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Kissimmee Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Kissimmee Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over $100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Kissimmee Police Department, have executed this Agreement.

Charles Broadway

Authorizing Official

Charles Broadway

Print Name

Dec 31, 2025

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

12/31/2025

FEID# of Provider

Flair Code

Greg Slemp

OAG Authorizing Official

Greg Slemp

Print Name

Jan 14, 2026

Date

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2025-2026**
Subrecipient Name and Address Kissimmee Police Department City of Kissimmee Police Department Office of the Chief of Police 8 N. Stewart Avenue Kissimmee, Florida 34741-5463	OAG Grant Number VOCA-C-2025-City of Kissimmee Police Departm-00234	
Subrecipient UEI Number DPHBBJP7RHY3	Project Period: From 10/1/2025 To 9/30/2026	
Subrecipient IRS/Vendor/FEIN Number 59-6000348	Budget Period: From 10/1/2025 To 9/30/2026	
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula	Award Date 10/1/2025	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $56,001.00	Total Award $56,001.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026	
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022	OVC Total Award to OAG $66,670,292 $91,878,955	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Jan 14, 2026	Signature, Agency Executive Director, Date Charles Broadway Dec 31, 2025	

City of Kissimmee Police Departm-00234

Final Audit Report 2026-01-14

Created:	2025-12-23
By:	Rebekah Smith (rebekah.smith@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjJN3SEskV6vvCDkW-4woVlrJhnABd4xq

"City of Kissimmee Police Departm-00234" History

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Signer charles.broadway@kissimmee.gov entered name at signing as Charles Broadway
2025-12-31 - 3:15:19 PM GMT- IP address: 67.9.98.66

Document e-signed by Charles Broadway (charles.broadway@kissimmee.gov)
Signature Date: 2025-12-31 - 3:15:21 PM GMT - Time Source: server- IP address: 67.9.98.66

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Approval Date: 2025-12-31 - 9:58:48 PM GMT - Time Source: server- IP address: 164.51.33.5

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Document e-signed by Greg Slemp (greg.slemp@myfloridalegal.com)
Signature Date: 2026-01-14 - 4:11:40 PM GMT - Time Source: server- IP address: 164.51.33.5

Agreement completed.
2026-01-14 - 4:11:40 PM GMT

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ITEM 7.C
Approval to purchase of firefighter protective gear from Bennett Fire Products Company, LLC

Request

Request approval to purchase firefighter protective gear from Bennett Fire Products Company, LLC, under existing Contract #20260063, including turnout gear for new hires and replacement sets, and authorize the City Manager to approve additional quotes within the approved purchasing authority.

Explanation

The City of Kissimmee Fire Department has an existing, signed contract (#20260063) with Bennett Fire Products Company, LLC, which is valid through 07/31/2027, for the purchase of firefighter protective turnout gear. The Fire Department requires the purchase of additional protective gear to properly equip personnel and maintain safety standards. This request includes:

Twenty-two (22) sets of turnout gear for new hires, providing two (2) sets per firefighter, $109,639.25

Twenty-five (25) replacement sets to replace gear that has reached the end of its service life, $96,482.54

Utilizing the existing contract ensures consistency in equipment, compliance with safety requirements, continuity of operations, and timely delivery of gear. Funding for this purchase is available within the Fire Department's approved budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135203-505257			$206,121.79	$206,121.79

Financial Summary:

The purchase of this protective gear from Bennett Fire Products Company, LLC, was included and approved in our FY26 Operating Budget.

Recommendation

Approval to purchase firefighter protective gear from Bennett Fire Products Company, LLC, under the existing contract #20260063, and approval for the City Manager or designee to authorize additional quotes and related purchases under the contract, as long as such approvals fall within the City Manager's purchasing authority and available budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
1. Bennett Fire Products (Contract #20260063)_Nov-05-2025_completed
2. Kissimmee Replacement Gear Quote 011326
3. Kissimmee New Hires Bunker Gear Quote 011326

AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
BENNETT FIRE PRODUCTS COMPANY, INC.

THIS AGREEMENT is made 4th day of November, 2025 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **BENNETT FIRE PRODUCTS COMPANY, INC.**, a Georgia Corporation, whose address is 195 Stockwood Drive, Suite 170, Woodstock, Georgia, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties,**" and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase various gear for the Fire Department from time to time, and

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

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

WHEREAS, Lake County, Florida entered into Contract Number 22-730B with Vendor on August 1, 2022 (hereinafter the "Master Agreement") following a competitive bidding and selection process, Invitation to Bid # 22-730; and

WHEREAS, the term of the Master Agreement has been extended by the parties thereto until July 31, 2027; and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the terms of Master Contract and Vendor consents to allowing City to purchase various gear for the Fire Department as further described in the Master Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by Lake County, Florida are similar in nature to the various gear for the Fire Department needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

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

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

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through July 31, 2027.

4. **ORDER.** Vendor agrees to provide to City the products listed in Attachment 2B – Pricing Sheet of the Master Agreement according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the products and in which quantity the City is ordering.

5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.

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

7. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such

action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

8. **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.

9. **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 N. Church Street
Kissimmee, FL 34741

10. **PUBLIC RECORDS.** The Vendor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Vendor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.

c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

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

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. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

14. **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.

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

BENNETT FIRE PRODUCTS COMPANY, INC.

Signed: Danny Bennett

Print name: Danny Bennett

Title: President

Date: October 22, 2025

STATE OF GA)
COUNTY OF Cherokee)

The foregoing instrument was acknowledged before me this 22 day of October, 2025, by means of ☒ physical presence or ☐ online notarization, by Danny Bennett as President of BENNETT FIRE PRODUCTS COMPANY, INC., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public

ERIN SIERRA
Notary Public, Georgia
Forsyth County
My Commission Expires
December 21, 2026

CITY OF KISSIMMEE

Jackie Espinosa
Mayor-Commissioner

Date: November 4, 2025

ATTEST:

Tameara Crespo

City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

City Attorney

EXHIBIT A
MASTER AGREEMENT

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 06/01/2022
MEETING DATE: 7/26/2022
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 18195
James Dickerson, Fire Chief
BY: Gretchen Bechtel, Contracting Officer II
SUBJECT: Fire Equipment, Supplies, and Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at $1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decature, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

Fiscal Impact: The annual fiscal impact is estimated at $1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		$1,100,000

Advertised Date: Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Teslia	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 8/1/2025	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Danny Bennett Print Name: Danny Bennett Title: President Date: Janvary 13, 2025 E-mail: bennettfire@att.net Secondary E-mail: bennett.fire@hotmail.com	Signature: Gretchen Bechtel, Contracting Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 08:12:09 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Danny Bennett Print Name: Danny Bennett Title: President Date: March 2, 2023 E-mail: bennettfire@att.net Secondary E-mail: bennett.fire@hotmail.com	Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement:

Manufacturer: Veridian Fire Protective Gear

Percentage Off List: 10% off retail price

Freight Included: yes

In Stock / Lead Time: 150 days after receipt of order

Manufacturer's Website: www.veridian.net

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Danny Bennett	Signature: Gretchen Bechtel, CPPB, Contracting Officer II
Print Name: Danny Bennett	Print Name: Gretchen Bechtel, CPPB, Contracting Officer II
Title: President	Title: Contracting Officer
Date: January 27, 2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
E-mail: bennettfire@att.net	
Secondary E-mail: bennett.fire@hotmail.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

CONTRACT NO. 22-730B
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett
Title: President
Primary E-mail Address: bennettfire@att.net
Secondary E-mail Address: bennettfireweb@gmail.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*
Date: 4/25/2022
Print Name: Richard Danny Bennett
Title: President
Primary E-mail Address: bennettfire@att.net
Secondary E-mail Address: bennettfireweb@gmail.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.

Street Address: 195 Stockwood Drive, Suite 170

City: Woodstock State and ZIP Code: Georgia 30188

Mailing Address (if different): PO Box 2458

Telephone: 770-402-9910 Fax: N/A

Federal Identification Number / TIN: 58-2143532

DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Firm's Name Here	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.bennettfireproducts.com
Warehouse Location(s):	**Woodstock, GA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Danny Bennett**
Email:	bennettfire@att.net
Emergency Phone:	**770-402-9910**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT

CITY OF
KISSIMMEE
1883

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.

Bennett Fire Products Co., 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: Danny Bennett

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative: Danny Bennett

Date: 10/22/25

Est. 07.15.2024

E Quotation
Bennett Fire Products Co., Inc.

www.BennettFireProducts.com

January 13, 2026

Kissimmee Fire Dept.
Attn: Lydia Cortez
343 N. Clyde Ave.
Kissimmee, FL 34741

This price quote is valid until September 30th, 2026.

Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st, 2027. Contract may be viewed in its entirety at www.lakecountyfl.gov. ***To find information regarding this contract, follow the instructions below.***

Globe GXcel Jacket per Kissimmee FD specifications
Retail Price – $4,502.75 each
Lake County Price (44% discount) - $2,521.54 each
Kissimmee Price - $2,363.95 each

25 jackets @ $2,363.95 each - $59,098.75 total

Globe GPS Trouser per Kissimmee FD specifications - ***with escape belt***
Retail Price - $3,850.69 each
Lake County Price (44% discount) - $2,136.39 each
Kissimmee Price - $2,021.62 each

25 trousers @ $2,021.62 each - $50,540.50 total

Total for your order - $109,639.25

FOB Kissimmee, FL Prices include shipping charges
Terms: net 30 days, ***payment by check only*** with Lake County extended discount provided
Delivery: 75-90 days for Globe custom bunker gear, at time of quotation, after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 30188

www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 22-730B will appear and the full contract or parts can be downloaded.

   If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

E Quotation
Bennett Fire Products Co., Inc.

www.BennettFireProducts.com

January 13, 2026

Kissimmee Fire Dept.
Attn: Lydia Cortez
343 N. Clyde Ave.
Kissimmee, FL 34741

This price quote is valid until September 30th, 2026.

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Globe GXcel Jacket per Kissimmee FD specifications
Retail Price – $4,502.75 each
Lake County Price (44% discount) - $2,521.54 each
Kissimmee Price - $2,363.95 each

22 jackets @ $2,363.95 each - $52,006.90 total

Globe GPS Trouser per Kissimmee FD specifications - ***with escape belt***
Retail Price - $3,850.69 each
Lake County Price (44% discount) - $2,136.39 each
Kissimmee Price - $2,021.62 each

22 trousers @ $2,021.62 each - $44,475.64 total

Total for your order - $96,482.54

FOB Kissimmee, FL Prices include shipping charges
Terms: net 30 days, ***payment by check only*** with Lake County extended discount provided
Delivery: 75-90 days for Globe custom bunker gear, at time of quotation, after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 30188

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   If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

ITEM 7.D
Authorization to Submit Application for 2026-27 VOCA Grant

Request

Request approval to submit an application to the Office of the Attorney General for the Victims of Crimes Act (VOCA27) grant for fiscal year 2026-2027.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to crime victims. Services are defined as efforts that respond to the emotional and physical needs of crime victims, assist victims in stabilizing their lives after victimization, assist victims in understanding and participating in the criminal justice system, and provide victims with a measure of safety and security. The Police Department has received this grant for several years.

The funding cycle for the VOCA grant funds under this notice is October 1, 2026, through September 30, 2027.

Recommendation

Approval for the Police Department to submit the required application for the 2026-27 VOCA grant to the Office of the Attorney General.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. VOCA 26-27 Notice of Availabilty

JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services
and Criminal Justice Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
https://www.myfloridalegal.com

January 15, 2026

NOTICE OF AVAILABILITY
VOCA Grant Funds

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2026, through September 30, 2027.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review. **Under this notice, there are two different applications and 2 different application deadlines**. Please see below for detailed instructions on how to apply and which application process is appropriate for each agency.

Current VOCA subgrantees

Those agencies that currently have a VOCA grant and are in good standing will complete a condensed application. The VOCA condensed application may be found using the Office of the Attorney General's online system EGrants IGX, which can be accessed through

https://egrantsigx.myfloridalegal.com/ beginning on February 27, 2026. The deadline to complete the condensed application is no later than 5:00 p.m. Eastern Daylight Time on March 17, 2026. *The condensed applications will be reviewed and considered for funding prior to other applications submitted.* Once the timeframe above closes, any current subgrantees that did not submit the condensed application would need to apply through the same process as agencies that do not currently have a VOCA grant through the Office of the Attorney General and will follow the normal process as new applicant agencies in prior grant years.

Agencies that do not currently have a VOCA grant through the Office of the Attorney General

Those agencies that DO NOT currently have a VOCA grant through the Florida Office of the Attorney General may submit the standard application through the Office of the Attorney General's online system EGrants IGX, which can be accessed through https://egrantsigx.myfloridalegal.com/ beginning on March 20, 2026. The deadline to complete the standard application is no later than 5:00 p.m. Eastern Daylight Time on April 7, 2026. When completing the standard application, it is imperative that individuals pay close attention to the detailed information required, to expedite the technical review of the standard application.

Mailed, emailed, faxed, or hand delivered applications or required documentation will not be accepted. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

ITEM 7.E
Authorization to Negotiate Construction Engineering Inspection Services

Request

Request approval to begin contract negotiations with the top-ranked firms for Construction Engineering Inspection (CEI) Services, following completion of the Request for Qualifications (RFQ) selection process (RFQ2025-003).

Explanation

In accordance with the City's qualifications-based selection procedures and the Consultant's Competitive Negotiation Act, Procurement issued RFQ2025-003 to solicit qualified firms to provide professional CEI services for the upcoming Shingle Creek Regional Trail (SCRT) South Phase 2B - Yates Connector project.

After evaluation of the submitted qualifications and completion of the selection committee interviews, Consor was ranked as the most qualified firm to perform these services, followed by DRMP. The next step in the procurement process, as required by City purchasing policy, is to enter negotiations with the highest-ranked firm to establish a detailed scope of services, fee schedule, and contract terms. Upon successful negotiation, staff will return to the City Commission for approval of the final contract. In the event negotiations are unsuccessful, the City will proceed to negotiate with the next highest-ranked firm.

The CEI services contract will provide professional oversight and inspection for the SCRT South Phase 2B - Yates Connector project, ensuring compliance with approved plans, specifications, schedules, and quality standards.

Recommendation

Approval to authorize contract negotiations with the top-ranked firms for CEI Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. RFQ2025-003 SCRT S 2B_Yates Connector CEI Post Committee Score Sheet

Ranking Spreedsheet: RFQ2025-003 SCRT South Phase 2B - Yates Connector

Name: **All**
Date: **7/30/2025**

	WEIGHT	1	2			
1. Work Task Qualification and Project Understanding/Approach: Detailed methodologies, proposed applications, and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	45	40.00	38.75			
2. Experience and Financial Capability: The project team experience and approach as a unified collection.	35	33.75	27.50			
3. Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	19.50	16.00			
TOTAL	100	93.25	82.25			

N = non responsive

1	**Consor**	93.25
2	**DRMP**	82.25

RANKING

1 **Consor**
2 **DRMP**

ITEM 7.F
Hoagland Boulevard Transportation Planning Study

Request

Request authorization to issue a Task Work Order (TWO) under the existing Continuing Professional Engineering Services Contract with Kimley-Horn and Associates, Inc. (Contract #20260145), in the amount of $426,330, for the Hoagland Boulevard from US-192 to Carroll Street Transportation Planning Study, and authorize the City Manager or its designee to sign any additional documents or change orders needed to carry out the terms of this TWO.

Explanation

The City of Kissimmee is initiating Phase 1 planning for corridor improvements along Hoagland Boulevard between US-192 and Carroll Street, approximately 0.9 miles in length. The project envisions widening the corridor from two lanes to four lanes and incorporating multimodal elements to enhance traffic flow, safety, and regional connectivity.

The scope of the Transportation Planning Study includes developing a purpose and need statement, evaluating roadway and multimodal alternatives, conducting traffic and safety analyses, assessing environmental constraints, identifying potential stormwater pond sites, and preparing conceptual plans with preliminary cost estimates. The study will be conducted in accordance with Florida Department of Transportation Project Development and Environment (PD&E) procedures and will include an evaluation of potential state and federal funding opportunities. Recommended next steps for advancing the project to full PD&E and design phases will also be documented.

Kimley-Horn and Associates, Inc. was chosen for this project under the City's Continuing Professional Services Contract because of its qualifications and expertise in transportation planning and PD&E documentation. The work is expected to be finished within 400 calendar days from the date of the Notice to Proceed.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10945656-506393	MF2600	Decrease	$500,000	$426,330

Financial Summary:

Adequate funding for the Transportation Planning Study project is readily available in the mobility fee fund project account as listed above.

Recommendation

Approval to authorize the issuance of a Task Work Order to Kimley-Horn and Associates, Inc. under the Continuing Professional Engineering Services Contract for the Hoagland Boulevard from US-192 to Carroll Street Transportation Planning Study, in the amount of $426,330, and to authorize the City

Manager or their designee to sign any additional documents or change orders necessary to execute this TWO.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Task Authorization Order and Proposal
2. Third Extension Agreement Kimley-Horn and Associates, Inc. _Jul-16-2025

TASK AUTHORIZATION ORDER FORM

City Project Manager:	Yurley Torres
Date:	02.3.2026
Task Authorization Number:	18
Contractor/Consultant:	Kimley-Horn and Associates, Inc.

In accordance with the terms and conditions of the Master Agreement (20230229) between the City of Kissimmee and Kimley-Horn and Associates, Inc., dated July 6, 2021, the parties agree to perform the work itemized below.

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Phase 1 planning study for corridor improvements along Hoagland Boulevard between US-192 and Carroll Street, approximately 0.9 miles in length.

Attachment A – Scope of Work

The Transportation Planning Study includes PDFs and CADD files of Preliminary Engineering Analysis Memo, Location Hydraulics Report, Typical Section Package, Pond Siting Report, Concept Plans, and Contamination Screening Evaluation.

Attachment B – Price Breakdown

Project Management and Funding Coordination	$ 61,555.00
Public Involvement	$ 23,030.00
Traffic Analysis	$ 73,168.00
Preliminary Engineering and Concepts	$213,102.00
Environmental Analysis	$ 50,475.00
Reimbursable Expenses	$ 5,000.00
Total Fixed Fee	$426,330.00

Schedule

This assignment shall be completed within 400 calendar days from the receipt of the official Notice to Proceed from the City.

Subconsultants

N/A

Task Authorization Total: $ 426,330.00 (Not-to-Exceed)

Recommended By: Gurley Torres Date: 1/12/2026

Reviewed By: Ashley Willis Date: 1/21/26

Contractor/Consultant Approved

Name (print): Hao Chau, Vice President

Signature:

Date: 01/11/2026

City Mayor Approval

Name (print):

Signature:

Date:

Kimley»Horn

January 4, 2026

Yurley Torres, MSCE
Project Manager II
Public Works & Engineering
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

RE: Master Agreement for Continuing Professional Engineering Services dated July 6, 2021 Transportation Planning Study (Phase 1) of Hoagland Boulevard from US 192 to Carrol Street

Dear Ms. Torres,

Enclosed you will find Kimley-Horn's proposal for the Hoagland Boulevard from US 192 to Carrol Street Transportation Planning Study (Phase 1) project.

If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Hao Chau, P.E.
Project Manager

Direct: (407) 427-1697
Mobile: (407) 797-3745
Hao.Chau@kimley-horn.com

CITY OF KISSIMMEE

SCOPE OF SERVICES

FOR

TRANSPORTATION PLANNING
HOAGLAND BOULEVARD FROM US 192 TO CARROL STREET

FINANCIAL PROJECT ID(S): ***N/A***

DISTRICT ***5***

OSCEOLA COUNTY

This Scope of Services is an attachment which is incorporated into the agreement between CITY OF KISSIMMEE (hereinafter referred to as the CITY) and Kimley-Horn (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

City Project No.: TBD
Financial Project ID: TBD
Federal Aid Project No.: TBD
ETDM No.: TBD
CITY Section No.:
Bridge No.: N/A
Railroad Crossing No.: N/A
Project Type: Highway
Lead Agency: City of Kissimmee
Federal Funding: TBD
Anticipated Class of Action: TBD

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and the CITY when conducting Project Development and Environment (PD&E) Studies necessary to comply with CITY procedures and underlying laws and regulations.

All activities encompassed by this Scope of Services include:

- Major work groups include: 2.0, 3.2
- Minor work groups include: 3.1, 6.1

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT′s current version of the **PD&E Manual**. As discussed in **Part 1**, **Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the CONSULTANT and / or the CITY.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the CITY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with CITY procedures. The CONSULTANT and any subconsultants are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The CITY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The CITY's technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

The project will evaluate adding capacity and multimodal accommodations to Hoagland Boulevard from Vine Street (US 192) to south of Carroll Street. The project length is approximately 0.9 miles and widening from a 2-lane to a 4-lane typical section with curb and gutter is anticipated.

2.1 PROJECT OBJECTIVES

The ***Transportation Planning*** Study has the following project objectives:

- *Define the Purpose and Need for the project*
- *Develop the Project Traffic Analysis Report*
- *Evaluate corridor alignment alternatives, environmental impacts and costs*
- *Determine potential pond sites*
- *Identify potential grant/funding opportunities*
- *Document next steps for the future PD&E phase*

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase, including the following:

- *Hoagland Boulevard Phase IV Project Definition Report*, September 2019

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined during ETDM screening, the Lead Agency will determine it after completion of the environmental analyses.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

2.2.1 Governing Regulations

Services performed by the CONSULTANT must comply with all applicable Manuals and Guidelines. The CONSULTANT will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- ETDM Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Highway Capacity Manual (HCM)
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Development of Pedestrian Facilities
- Highway Safety Manual (HSM)
- Right of Way Mapping Handbook
- Right of Way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide
- Structures Manual
- CADD Manual
- Quality / Level of Service Handbook
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance
- Project Management Handbook
- FDOT Traffic Engineering Manual

2.2.2 Liaison Office

The CITY and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The CITY will designate a Project Manager to represent the CITY for this Project. The CITY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing and reporting. The CITY Project Manager shall also be responsible for approval of any additional staffing to be provided (approval must be coordinated with the Procurement Office) and shall give approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the CITY Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the CITY Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to FDOT standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the CITY. To the extent possible, the CONSULTANT must minimize the CITY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the training established by the FDOT as a prerequisite for CONSULTANT staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the CITY on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must request approval from the CITY's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment and must be approved by Procurement. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by CITY standards.

The CONSULTANT and its employees, agents, representatives, or subconsultants are not employees of the CITY and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, CONSULTANT and its employees,

agents, representatives, or subconsultants are not agents of the CITY or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the CITY or the State. The CITY shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.4 Subconsultant

Services assigned to any subconsultants must be approved in writing and in advance by the CITY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. All subconsultants must be technically qualified by the FDOT to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific assignments. Any subconsultants to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the CITY Project Manager, Procurement Office and the CONSULTANT Project Manager and documented in the contract file prior to any work being performed by the subconsultants.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The CONSULTANT Project Manager will support The CITY Project Manager in coordination with the Lead Agency, Cooperating Agencies and Participating Agencies.

The Lead Agency for this Project is FDOT. It is assumed that the FDOT will participate in this project. In the event there is no FDOT participation then the CITY will become the lead agency.

2.2.6 Meetings and Presentations

Led by the CONSULTANT Project Manager, the CONSULTANT will organize and lead the Notice to Proceed Meeting, where CONSULTANT representatives will outline relevant contract and Project information for the successful implementation of the project contract.

The CONSULTANT shall plan, organize, lead and attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with CITY staff and /or resources agency staff, other consultants, or other miscellaneous meetings. It is anticipated that 24 progress and miscellaneous review meetings will be needed.

The CONSULTANT will attend meetings or make presentations at the request of the CITY with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the CITY's Project Manager for review. All meetings minutes, summaries or other meeting documentation shall include a list of action items, parties responsible for each action items and anticipated response dates for each action item.

2.2.7 Communication

The CITY Project Manager will be the representative of the CITY for the Project. The CONSULTANT must regularly communicate with the CITY Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT must include the CITY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the CITY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project must be reviewed and approved by the CITY. The CONSULTANT must respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the CITY. The CONSULTANT will assist the CITY in preparing the content of the letters from CITY personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The CITY requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the subconsultants) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the CITY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which show the QC Plan process was followed. The CITY Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the PD&E Study.

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity / event schedule to the CITY. The schedule must indicate all required submittals, critical path activities, and key project milestones / activity codes. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the FDOT's District Environmental Management Office (DEMO). ***A schedule of a****pproximately 400 calendar days is anticipated to complete this phase of the study.*

For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least four weeks for each draft technical report or memorandum submitted for reviews.

In developing the schedule for this Project, the CONSULTANT, in coordination with the CITY, must include adequate time to meet regulatory reviews and formal consultations timeframes.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress to the CITY Project Manager. Any adjustments or changes to the approved schedule must be approved by the CITY Project Manager.

2.2.10 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the CITY for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter/email that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the CITY Project Manager.

The CITY will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the CITY in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

PD&E Provisions for Work:

- Quality Control Plan (PDF)
- Project Schedule (PDF)

Public Involvement:

- Public Involvement Plan (PDF)

- Public Hearing Transcript (PDF) (Optional Service)
- Comment and Coordination Report (PDF) (Optional Service)
- Public Involvement Comment Database (PDF) (Optional Service)
- Agency Coordination Meeting Summaries (PDF)

PD&E Engineering:

- Traffic Analysis Methodology Technical Memorandum (PDF)
- Project Traffic Analysis Report (PDF)
- Intersection Control Evaluation (PDF)
- Preliminary Engineering Analysis Technical Memorandum (PDF)
- Preliminary Engineering Report (PDF) (Optional Service)
- Location Hydraulics Report (PDF)
- Conceptual Design Plan Set (PDF, KMZ, and CADD)
- Typical Section Package (PDF)
- Pond Siting Report (PDF)

Environment:

- Level I Contamination Screening Evaluation Report (PDF)
- Environmental Document (PDF) (Optional Service)
- Noise Study Report (PDF) (Optional Service)
- Water Quality Impact Evaluation (PDF) (Optional Service)
- Natural Resource Desktop Analysis (PDF)
- Natural Resource Evaluation (PDF) (Optional Service)
- Cultural Resource Desktop Analysis (PDF)
- Cultural Resource Assessment Survey (PDF) (Optional Service)

The CONSULTANT will submit to the CITY final reports and other deliverables identified in this section. Upon completion of the Project, the CONSULTANT will transfer to the CITY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

Additionally, the CONSULTANT will upload all final submittals and appropriate supporting project files to FDOT's Statewide Environmental Project Tracker (SWEPT) upon completion of technical studies and Environmental Document and as directed by FDOT.

2.2.11 Computer Automation

The CONSULTANT shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes software available to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **FDOT CADD Manual**. The CONSULTANT must submit final documents and files as described in the **FDOT CADD Manual**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon CITY approval, the CONSULTANT may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONSULTANT must agree to provide original electronic files in a format and standard consistent with the CITY's policies and procedures.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT will coordinate work activities with any ongoing and / or planned CITY projects that may affect this Project. The CITY and CONSULTANT shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the CITY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The CITY Project Manager shall be included in all such coordination activities.

2.4 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the CITY in a format prescribed by the CITY Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the CITY while managing subconsultant efforts and executing subconsultant agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT may be requested to provide the following additional services for this Project and or negotiate additional scope and fees for services required but not readily tasked until after the PD&E study has begun

2.5.1 Alternative Corridor Evaluation

N/A

2.5.2 Advance Notification

At the beginning of the Project, the CONSULTANT will prepare the Preliminary Environmental Discussion and Advance Notification and transmittal letter as per **Part 1, Chapter 3** of the **PD&E Manual** for the FDOT District Environmental Management Office Manager / Engineer to submit to the State Clearinghouse.

2.5.3 Scoping

N/A

2.5.4 Notice of Intent

N/A

2.5.5 Miscellaneous Services

Grant Support Services

As part of the City's efforts to advance priority transportation projects, Kimley-Horn (Consultant) will evaluate components of the N. Hoagland Project in relation to applicable state and federal grant programs. The objective is to identify the most promising grant opportunities with the option to develop grant application packages.

Project Evaluation and Grant Alignment

The Consultant will identify suitable state and federal grant programs. This task includes:

- Evaluate each project component based on its competitiveness for the identified grant programs, using geospatial designations and program priorities.
- Develop a grant alignment matrix that summarizes the findings and recommendations.

Grant Application Development Support can be added as an Optional Service.

2.6 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide the following services and materials:

- Support the CONSULTANT and participate in coordination efforts with the Office of Environmental Management, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.
- Provide project data currently on file and available from study partners. For materials listed but not in possession of CITY the CONSULTANT will pursue materials such as:
    - Travel market analysis or ridership forecasting;
    - Planned new development or redevelopment including Developments of Regional Impact (DRIs) data, Community Reinvestment Act (CRA) plans, streetscape, landscape, road diet, or context sensitive design efforts;
    - Efficient Transportation Decision Making (ETDM) Programming Summary Report;

- Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
- Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use, and signal priority, Transportation Management Plan;
- Traffic analyses for the study area/corridors;
- Previously conducted transit vision plans, transit feasibility studies, comprehensive operations analyses, transit development plans, etc.;
- All information in its the possession of the CITY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction;
- All future information that is in possession or may become available to the CITY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way;
- Advance Notification and all environmental and engineering documents including the Permit Coordination Packages;
- Coordination with the State Historic Preservation Officer;
- Existing CITY right of way maps and information on existing surplus right of way under ownership by the CITY or participating local agency;
- Existing Horizontal Network Control;
- Crash data;
- Available traffic and planning data;
- Proposed right of way cost data;
- Construction cost database, as applicable;
- Project Electronic File Root Directory Structure for delivery of project design files to the CITY;
- All applicable CITY agreements with Utility Agency Owners;
- Letters of authorization designating the CONSULTANT as an agent of the CITY to enter lands, waters, and premises of another in the performance of duties in accordance with **Section 337.274, F.S.**;
- Reviews of technical reports and Environmental Documents;

2.7 OPTIONAL SERVICES

At the CITY'S option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include but are not limited to re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, final design services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. CONSULTANT

may also be requested to provide services for Request for Proposal (RFP) development for Design-Build Procurement and / or support the CITY in the acquisition of a Design-Build contract.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter11,** and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

The CONSULTANT will provide the CITY drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least ten (10) business days prior to printing and / or distribution.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Plan

The CONSULTANT is responsible for creating the PIP using existing work developed by the FDOT as a starting reference. The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP must include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

The CONSULTANT will create, host, and maintain a project website.

3.1.2 Public Involvement Data Collection

The CONSULTANT will assist the CITY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The CONSULTANT is responsible for identifying and maintaining the Project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will work with the CITY to generate or obtain mailing labels of property owners using CITY Property Appraisers' Offices.

The CONSULTANT will investigate potential meeting locations to advise the CITY of their suitability. The CITY will ultimately approve the meeting location. The CONSULTANT will pay all costs for meeting location rental and insurance (if required). The CONSULTANT will be responsible for logistics associated with setting up the meeting.

3.2 SCHEDULED PUBLIC MEETINGS (OPTIONAL SERVICE)

The CONSULTANT will actively support the CITY in conducting various public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the CITY in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 0 Project Kick-off Meeting(s)
- 6 Presentations to Local MPO's (includes associated technical and citizen committees, as applicable)
- 0 Coordination Meetings with Key Agencies
- 0 Corridor Workshop(s) or Public Informational Meeting(s)
- 1 Alternatives Public Information Meeting(s) **– *Virtual and in-person (hybrid)***
- 0 Additional Coordination and Consensus Building Meeting(s)
- 0 Community / Stakeholder Forum(s)
- 0 Environmental Forum(s)
- 0 Other Public and Agency Meetings (Specify) or informal meetings

For any of the listed meetings, the CONSULTANT will prepare and/or be responsible for the following:

- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down

- Display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CONSULTANT will pay the cost of first-class postage)
- News releases or project fact sheets. The CITY must review news releases and fact sheets at least two (2) weeks before the meeting or mail out
- Meeting summaries provided to the CITY no later than five (5) business days after the meeting
- Preparation of response letters for CITY signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above are subject to review and approval by the CITY. The CONSULTANT shall provide the CITY with a draft of any proposed materials at least two weeks prior to the meeting.

The CONSULTANT will assist the CITY when facilitating the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the CONSULTANT and approved by the CITY upon review. The CONSULTANT will participate in briefing and debriefing meetings with the CITY staff related to the public meeting.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the CITY Project Manager, to assist the CITY in such meetings.

The CITY may request the CONSULTANT to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The CITY may also request the CONSULTANT to meet with individual property owners.

3.3 PUBLIC HEARING (OPTIONAL SERVICE)

The CONSULTANT will send notifications to the Lead Agency, local governments, and regulatory agencies at least 25 but no more than 30 calendar days prior to the Public Hearing date.

The CONSULTANT will prepare the Public Hearing notifications on the CITY's letterhead for CITY review and signature 15 days prior to mailing or as directed by the CITY. The CONSULTANT will first prepare an initial sample draft notification for review and approval by the CITY prior to submitting all notifications for review.

Notifications to elected officials will be signed by the District Secretary. All other notifications may be signed by the CITY Project Manager. The notification letters must have the CITY's return address. After the CITY signs the notifications, the CONSULTANT will send them by First Class US Mail. The CITY Project Manager will also send the notification letters by email.

The CONSULTANT will prepare the Public Hearing notifications to property owners on the CITY's letterhead for CITY review and signature 15 days prior to mailing or as directed by the CITY. After the CITY Project Manager signs the letters, the CONSULTANT will send them by First Class US Mail. The CONSULTANT will obtain a list of names and addresses of property owners from the Environmental Screening Tool (EST) and/or Property Appraisers' Offices. The letters must have the CITY's return address. The CONSULTANT will send notification letters to property owners at least 17 to 24 calendar days prior to the Public Hearing.

The CONSULTANT will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public view
- Presentation with script
- Proposed typical sections and aerials depicting alternative corridors and alternative alignments, as specified by the CITY
- Meeting location signs
- Brochures or handouts
- Title VI compliance signs
- NEPA Assignment compliance signs
- Display advertisements; any press releases and / or advertisements will indicate that the meeting is a CITY activity; the CONSULTANT will pay the cost of publishing
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing
- Response to public comments
- ***Virtual and in-person (hybrid) meeting format***

The CONSULTANT will participate in briefing and debriefing meetings with the CITY related to the Public Hearing. The CONSULTANT will prepare response letters for CITY signature for all public comments. Any such response letters would need to be reviewed and approved by the CITY Project Manager.

3.4 COMMENTS AND COORDINATION REPORT (OPTIONAL SERVICE)

The CONSULTANT will prepare Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with **Part 1**, **Chapter 11** of the **PD&E Manual**.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (OPTIONAL SERVICE)

The CONSULTANT shall prepare a display advertisement for the notification of the Approved Environmental Document. The CONSULTANT will pay for the cost of publishing. The CITY must review and approve the notice prior to publication.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS (N/A)

There are no additional public involvement requirements for this project.

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the CITY Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating Project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section. The CONSULTANT will gather and review existing data from the CITY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the Location and Design Concept for this project.

The CONSULTANT will verify the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, input received through the public involvement process and from the Programming Screen Summary Report.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, environmental analysis, and ~~reduction~~ evaluation matrix of alternatives the CONSULTANT will recommend a proposed design concept to advance to the Design Phase.

4.1 REVIEW OF PREVIOUS PLANNING STUDIES

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**. The following studies were conducted for this Project: *Hoagland Boulevard Phase IV Project Definition Report.*

4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess

Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, signalization and other operational features, access features, right of way requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY (OPTIONAL SERVICE)

Survey is not required for this project. If available, the CITY Project Manager will provide the CONSULTANT with any existing data from previous projects along the corridor. Survey services are optional when and where identified.

4.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NCRS) maps, US Coast and Geodetic Survey (USGS) maps, and summarize the findings. Field Geotechnical services are optional when and where identified.

4.5 TRAFFIC ANALYSIS

4.5.1 Traffic Analysis Methodology

The CONSULTANT will perform traffic analysis in accordance with guidance from the **PD&E Manual**, **Traffic Analysis Handbook**, and **Project Traffic Forecasting Handbook**. The CONSULTANT will prepare a forecast and analysis methodology which must be agreed upon by the CITY and FDOT prior to beginning any analysis. The methodology must state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions.

The development of future forecast data must use the currently adopted version of the Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) travel demand model.

Capacity analysis will be based on the latest Highway Capacity Manual procedures. Use of microsimulation traffic analysis software such as SimTraffic, CORSIM, and/or VISSIM is not anticipated for this Project. Synchro software will be used for signalized intersection analyses and either Synchro or Sidra will be used for roundabout analyses.

Traffic analysis methodology will include an approach or procedure to evaluate safety performance of the project alternatives.

All traffic analysis documentation must be written in plain language and in a format that can be easily followed. The CONSULTANT must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the CITY.

4.5.2 Traffic Counts

The CONSULTANT will collect the following traffic data.

- Current corridor traffic counts
- 48-hour traffic machine counts (approach volumes and departure volumes at 15-minute increments) at the following locations:

    - Hoagland Blvd – South of US 192
    - Hoagland Blvd – North of US 192 and South of Columbia Ave
    - Columbia Ave – East of Hoagland Blvd

- 4-hour manual vehicle turning movement counts for AM (2-hr) and PM (2-hr) peak periods at the following intersections. The specific hours shall be determined based on volume count data. The turning movement counts will also capture pedestrian and bicycle crossing data:

    - US 192
    - W. Columbia Ave
    - Hideaway Bay Blvd
    - Venetian Bay Dr/Tropical Isle Blvd
    - Arrow Ridge Pl

4.5.3 Vehicle Classification Counts on Roadway Segments and Ramps

- 72-hour speed/classification counts (approach volumes and departure volumes at 15-minute increments) at the following locations:

    - Hoagland Blvd – North of Columbia Ave

4.5.4 Pedestrian, Bicycle, and Other Multimodal Data

Pedestrian and bicycle will be collected as part of the 4-hour manual vehicle turning movement counts at intersections listed above.

4.5.5 Calibration and Validation Data Collection

The CITY will collect any necessary calibration and validation data for the Project analysis in accordance with the PD&E Manual and Traffic Analysis Handbook.

4.5.6 Existing Traffic Operational Analysis

The CONSULTANT will conduct an existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be balanced before being used in the analysis. Oversaturated conditions and locations with complex geometry or operations might require microsimulation.

4.5.7 Calibration and Validation

Calibration and Validation is not required for this project.

4.5.8 Future Demand Forecasting

No-Build Volumes: The CONSULTANT will develop opening year and design year design hourly volumes for the No-Build Alternative in accordance with the **FDOT Project Traffic Forecasting Procedure, Topic No. 525-030-120**. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The CONSULTANT will develop opening year and design year design hour volumes only for viable or feasible Build Alternatives. The CONSULTANT must make sure the future year turning movement volumes are reasonably balanced at each intersection.

4.5.9 No Build Analysis

The CONSULTANT will analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONSULTANT will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.5.10 Development and Screening of Alternatives

The CONSULTANT will identify, develop, assess, and screen preliminary potential Project alternatives that would meet the purpose and need for this Project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products.

By considering project goals and objectives, purpose and need, and results of ETDM Programming screen event, the CONSULTANT in consultation with the CITY, will identify and document alternatives to be eliminated from further detailed study. Only viable or feasible alternatives should be carried forward for detailed study.

4.5.11 Operational Evaluation of Build Alternatives

The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, and transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area***, using the stage 1 ICE tools***. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.5.12 Project Traffic Analysis Report

As described in **Part 2, Chapters 2 and 3** of the **PD&E Manual**, the CONSULTANT will prepare the Project Traffic Analysis Report to document development of design traffic volumes and results of the traffic analysis for No Build and Build Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results must be shown on diagrams for each alternative and discussed in the report. The Project Traffic Analysis Report will also summarize the comparison of the operational and safety performance of all alternatives evaluated in detail and how they perform against each other.

4.5.13 Interchange Access Request

N/A

4.5.14 Traffic Data for Noise Study

The CONSULTANT will provide traffic data required for the noise study and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No Build alternatives:

- LOS C directional hourly volumes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed
- Percentage of heavy trucks (HT) in the design hour
- Percentage of medium trucks (MT) in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles (MC) in the design hour

4.5.15 Traffic Data for Air Analysis

The CONSULTANT will collect traffic data required for the air quality analysis which will include the following:

- Intersection type and approach speeds
- Intersections - peak hour volumes for each approach

4.5.16 Signalization Analysis

In coordination with the CITY's Traffic Operations, the CONSULTANT shall perform signalization analysis at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums.

4.6 SIGNAGE (N/A)

N/A

4.7 TOLLING CONCEPTS (N/A)

N/A

4.8 SAFETY

4.8.1 Crash Data

The CONSULTANT will collect the most recent five (5) years of available data from the FDOT's crash database and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives as agreed upon in the Traffic Analysis Methodology.

4.8.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the PTAR.

4.9 UTILITIES AND RAILROAD

The CONSULTANT will obtain information regarding utilities and railroad in accordance with **Part 2**, **Chapter 21** of the **PD&E Manual**.

4.9.1 Utilities

It is anticipated that the following Utility Agency Owners (UAOs) are within or adjacent to the Project, but it is the responsibility of the CONSULTANT to determine the final list of UAOs within the project area:

- *Century Link*
- *Charter Communications*
- *Kissimmee Utility Authority (Electric – Distribution & Transmission)*
- *Level 3 Communications*
- *Osceola County Traffic*
- *Orlando Telephone Company*
- *TECO Peoples Gas*
- *TOHO Water Authority (Water, Waste Water & Reclaim)*
- *Uniti Fiber LLC*

The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create. ***The utility assessment will be documented in the Preliminary Engineering Report.***

4.9.2 Railroads (N/A)

N/A

4.10 ROADWAY ANALYSIS

4.10.1 Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the FDOT standards.

4.10.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the Project alternatives which address transportation needs and context. Development of typical sections must consider Context Sensitive Solutions and Complete Streets approaches and the needs of all Project users.

4.10.3 Geometric Design

The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, and any additional information, as required. See **Part 2**, **Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

For Phase 1, CONSULTANT will perform a corridor analysis to consider the potential ROW impacts (area and number of parcels) from widening left only, right only, on center, or a best fit alignment to reduce impacts.

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the following intersections:

- Hoagland Blvd at US 192
- Hoagland Blvd at W Columbia Ave

The CONSULTANT will perform Interchange Control Evaluation in accordance with the **FDM**, and **Part 2**, **Chapter 3** of the **PD&E Manual**. The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details.

4.10.5 Access Management

The CONSULTANT will review Access Management Classification System and Standards and evaluate their application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the Project.

The proposed access management plan will be presented as part of the public involvement process.

4.10.6 Multimodal Accommodations

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the

Study Area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

The CONSULTANT will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project. The CONSULTANT will assist the CITY with coordination with local agencies, transit operators and Metropolitan Planning Organizations (MPOs) as appropriate.

4.10.7 Lighting (Optional Service)

N/A

4.11 IDENTIFY CONSTRUCTION SEGMENTS (N/A)

N/A

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (N/A)

N/A

4.13 STRUCTURES (N/A)

4.13.1 Existing Structures

N/A

4.13.2 Structure Typical Sections

N/A

4.13.3 Structure Design Alternatives

N/A

4.14 DRAINAGE

The CONSULTANT will perform Drainage analysis in accordance with the **Drainage Manual** and **Part 2**, **Chapters 11 and 13** of the **PD&E Manual**. The CONSULTANT shall

incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

4.14.1 Floodplain and Drainage Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drains and outfall structures and identifying the recommended conceptual drainage design for the Project. This will be documented in a Pond Siting Report.

4.14.3 Floodplain Compensation Analysis (N/A)

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report.

4.14.4 Sea Level Rise Analysis (N/A)

4.14.5 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The CONSULTANT will schedule an Environmental Look-Around (ELA) meeting (See **Part 2, Chapter 11** of the **PD&E Manual**) with CITY staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the CONSULTANT will document the meeting notes in the project file.

If the ELA reveals no regional pond sites within the Study Area, the CONSULTANT will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the CITY) a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

The CONSULTANT will prepare a Pond Siting Report or Conceptual Drainage Design Report in accordance with the **Drainage Manual** and the **FDOT Drainage Design Guide**.

4.14.6 Drainage Design (N/A)

N/A

4.14.7 Location Hydraulics Report

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

4.14.8 Bridge Hydraulics Evaluation (N/A)

N/A

4.15 LANDSCAPING ANALYSIS (N/A)

N/A

4.16 PROJECT COST ESTIMATES

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using the FDOT's Long Range Estimate (LRE) program, ***if required***. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur at project milestones. Construction costs must include traffic management and right of way costs.

4.16.2 Right of Way Cost Estimates

Based on typical section analysis and CITY/FDOT design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of construction limits will consider location drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the CITY must acquire.

The CONSULTANT will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT Right of Way cost estimates will be preliminary, engineer generated order of magnitude cost estimates that may not be used for acquisition purposes. The CONSULTANT will submit concept plans for the ***Preferred Alternative only***, that include the parcel identification number, existing right of way lines, proposed right of way lines and

acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right of way property costs.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Alternatives Evaluation

The CONSULTANT will establish evaluation criteria at the beginning of the Project, which must be agreed upon with the CITY before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

4.17.2 Selection of Recommended Alternative (Optional Service)

The CITY will select a CONSULTANT recommended alternative based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

4.17.3 Value Engineering (N/A)

N/A

4.18 CONCEPT PLANS

The CONSULTANT will prepare concept plans for all viable Project alternatives in appropriate scales overlaid on the base map in a format suitable for public presentation (pdf overlay of the concept and a single “roll plot”.

4.18.1 Base Map

The CONSULTANT will produce a base map of the project area using CITY's CADD standards. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONSULTANT will prepare base maps for the following uses (at noted scales):

- Overall Project Location Map 1: 2000
- Overall Drainage Map 1: 500
- Corridor Maps (Roll Plots) 1: 100

4.18.2 Alternatives Concept Plans

N/A (Concept design plan sheets for the Preferred Alternative only)

4.18.3 Preferred Alternative (Optional Service)

The CONSULTANT will finalize the preferred alternative concept plan by incorporating comments received from the Public Hearing process as directed by the CITY.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package (excluding pavement design) in accordance with the **FDM**.

4.18.5 Design Exceptions and Design Variations

The CONSULTANT will prepare Design Exceptions and Design Variations Package for the preferred alternative for approval in accordance with the **FDM*, as an optional service.***

4.19 TRANSPORTATION MANAGEMENT PLAN (N/A)

N/A

4.20 RISK MANAGEMENT (N/A)

N/A

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare a *Preliminary Engineering Analysis Technical Memorandum* that includes the key elements in **Part 2, Chapter 3.2.3** of the **PD&E Manual**.

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

The Preliminary Engineering Report (PER) as per **Part 2, Chapter 3** of the **PD&E Manual,** will be an optional service.

4.22 PLANNING CONSISTENCY (OPTIONAL SERVICE)

The CONSULTANT will review and provide planning consistency for the environmental document.

4.22.1 Transportation Plans

The CONSULTANT will obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- MPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)

4.22.2 Planning Consistency Form

The CONSULTANT will assist with the finalization of Planning Requirements for Environmental Document approval in the appropriate form.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project. Prior to beginning environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review will support the CONSULTANT's ability to adequately assess the potential for Project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the CITY Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the **PD&E Manual**. The CONSULTANT will analyze all Build Alternatives and the No Build Alternative with respect to impacts to natural, cultural, social and physical resources and document all analyses in the reports. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The CONSULTANT will summarize in the Environmental Document the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

5.1 SOCIOCULTURAL EFFECTS (Optional Service)

THE CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2**, **Chapter 4** of the **PD&E Manual**. The CONSULTANT will document the results of the SCE Evaluation in the Environmental Document. If no involvement for a

particular issue is indicated, then standard statements to that effect from **Part 2**, **Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

- Community Cohesion: The CONSULTANT will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.
- Special Community Designation: The CONSULTANT will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- Safety / Emergency Response: The CONSULTANT will identify and assess potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.
- Demographics: The CONSULTANT will identify and assess potential Project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area.
- Community Goals and Quality of Life: The CONSULTANT will identify and assess potential Project impacts on social value changes and compatibility with community goals and vision.

5.1.2 Economic

The CONSULTANT will assess potential project impacts to business and employment activities in the project area.

5.1.3 Land Use Changes

The CONSULTANT will evaluate the Project's consistency with the physical character of the area and applicable community plans.

5.1.4 Mobility

The CONSULTANT will evaluate potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area.

5.1.5 Aesthetics

The CONSULTANT will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character, in accordance with the PD&E Manual.

5.1.6 Relocation Potential

The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project. It is estimated that ***zero***

parcels will require relocation. The CONSULTANT will obtain additional site-specific information needed to evaluate the effect of each Project alternative on the displacement of residences and businesses.

5.2 CULTURAL RESOURCES

The CONSULTANT will prepare a *Cultural Resources Desktop Analysis Technical Memorandum*. The CONSULTANT shall identify and map out the zones of probability for the Project Study Area and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites). The CONSULTANT will summarize each of the cultural resource issues in the Environmental Document as an optional service. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966** (**Public Law 89-665**, as amended) and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267**, **Florida Statutes**, to perform all work in this task.

Cultural Resources work will not include the following optional services:

- The preparation of a CRAS for concurrence from the State Historic Preservation Office (SHPO).
- New historic resource evaluations or updated evaluations to previously recorded resources
- The preparation of FMSF resource forms

5.2.1 Archaeological and Historic Resources (Optional Service)

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include potential pond sites. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with **Part 2**, **Chapter 8** of the **PD&E Manual**. All work will be documented and coordinated with appropriate agencies as per **Part 2**, **Chapter 8** of the **PD&E Manual**, and the FDOT's **Cultural Resource Management Handbook**. In addition, attendance at public meetings may be required. The CONSULTANT will review and address any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report.

The CONSULTANT will assist the CITY in meetings by providing technical support in Section 106 Meetings, such as Cultural Resource Committee Meeting.

The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and

Survey Methodology and the Pond Site Technical Memo will be included in the CRAS appendix.

5.2.2 Recreational, Section 4(f) (Optional Service)

Section 4(f) Determination of Applicability: The CONSULTANT will complete the documentation and coordination required for a Section 4(f) Determination of Applicability in accordance with **Part 2, Chapter 7 of the PD&E Manual**.

Section 4 (f) "de minimis" Documentation: The CONSULTANT will prepare Section 4(f) "de minimis" documentation in accordance with **Part 2, Chapter 7 of the PD&E Manual**.

Section 4(f) Evaluation: The CONSULTANT will complete the documentation for Section 4(f) requirements in accordance with **Part 2, Chapter 7 of the PD&E Manual**.

5.3 NATURAL RESOURCES

The CONSULTANT will assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the ***Preliminary Engineering Report*** and project file:

5.3.1 Wetlands

Wetlands and Surface Waters: The CONSULTANT will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with **Part 2**, **Chapter 9** of the **PD&E Manual**. The CONSULTANT will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands are assumed to be mitigated at an approved mitigation bank and the CONSULTANT will document options.

5.3.2 Essential Fish Habitat

N/A

5.3.3 Wildlife and Habitat

Desktop Analysis: The CONSULTANT will perform a desktop analysis of wildlife and habitat potential necessary to determine Project involvement with federal and state protected, threatened or endangered species and their habitats. The wildlife and habitat evaluation will be documented in a *Natural Resources Desktop Analysis Technical Memorandum*.

Analysis and Report is an optional service: The CONSULTANT will perform research, field reviews, survey, and coordination necessary to determine Project involvement with and any potential impacts to federal and state protected, threatened or endangered species and their habitats. Additionally, the CONSULTANT will develop a study design (which will be approved by the CITY) to evaluate the magnitude of Project involvement with wildlife and their habitat. If required, the CONSULTANT will prepare the Biological Assessment as a part of the NRE.

The CONSULTANT will assess project's potential impacts to wildlife and habitat in accordance with **Part 2**, **Chapter 16** of the **PD&E Manual**. The CONSULTANT will assist the CITY in consultations, if required, as an optional service.

Conservation Measures and Mitigation Plan is an Optional Service: The CONSULTANT will provide an analysis of wildlife and habitat conservation measures.

5.3.4 Natural Resource Evaluation Report (Optional Service)

The CONSULTANT will document the results of the Wetlands and EFH, Wildlife and Habitat, evaluations in a Natural Resources Evaluation (NRE) report in accordance with **Part 2**, **Chapter 16** of the **PD&E Manual**.

5.3.5 Water Quality (Optional Service)

The CONSULTANT will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with **Part 2**, **Chapter 11** of the **PD&E Manual**.

5.3.6 Special Designations

The CONSULTANT will evaluate the data for and document the following special designations if applicable: Outstanding Florida Waters, Wild and Scenic Rivers, Aquatic Preserves, Coastal Barrier Resource, and Scenic Highways, in accordance with **Part 2, Chapters 5, 10, 12, and 15 of the PD&E Manual**, respectively.

5.3.7 Identify Permit Needs

The CONSULTANT will review the Programming Screen Summary Report and identify permits required for the project.

The CONSULTANT will perform activities that will inform and accelerate the permitting process, including activities to acquire permits during PD&E (as required by the CITY).

List of expected permits:

- FDEP/USACE 404 Permit
- FDEP NPDES Permit
- SFWMD ERP

5.3.8 Farmland (Optional Service)

If applicable, the CONSULTANT will evaluate the data and document potential farmland impacts in accordance with **Part 2**, **Chapter 6** of the **PD&E Manual**.

5.4 PHYSICAL EFFECTS

The CONSULTANT will summarize each of the physical effect issues in the ***Preliminary Engineering Report***. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following:

5.4.1 Noise (Optional Service)

The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the **Part 2**, **Chapter 18** of the **PD&E Manual** and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The CONSULTANT will attend a noise study methodology meeting with the CITY prior to beginning analysis.

The CONSULTANT will document methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all Traffic Noise Model (TNM) input/output files, and "readme" file that support the information documented in the report.

If the Project is determined to be a Type III project, the CONSULTANT will document that in the Project File.

5.4.2 Transit Noise and Vibration Analysis (Optional Service)

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.3 Air Quality (Optional Service)

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.4 Construction Impact Analysis (Optional Service)

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.5 Contamination

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in the Contamination Screening Evaluation Report.

5.5 CUMULATIVE EFFECTS EVALUATION

N/A

5.6 PROJECT COMMITMENTS RECORD

N/A

6.0 ENVIRONMENTAL DOCUMENT (OPTIONAL SERVICE)

The CONSULTANT will assist the CITY in preparing an Environmental Document in accordance with **Part 1, Chapter 6 of the PD&E Manual.**

7.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract.

8.0 DESIGN SERVICES (OPTIONAL SERVICE)

- *None at this time*

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Hoagland Blvd from US-192 to Carrol Street
County: Osceola
FPN: TBD
FAP No.: TBD

Consult. Name Kimley-Horn
Consult. No. enter consultants proj. number
Date: 11/19/2025
Estimator: Cris Schooley

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal-in-charge	Sr. Engineer	Sr. Planner	Professional	Analyst	Sr. CADD Operator	Secretary/Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$280.00	$255.00	$225.00	$160.00	$125.00	$145.00	$90.00	$0.00	$0.00	$0.00	$10.00	$0.00			
Project Management and Funding Coordin	337	16	51	67	101	51	34	17	0	0	0	0	0	337	$61,555	$182.66
Public Involvement	126	6	19	25	38	19	13	6	0	0	0	0	0	126	$23,030	$182.78
Traffic Analysis and Preliminary Engineer	1,565	77	235	313	470	235	157	78	0	0	0	0	0	1,565	$286,270	$182.92
Environmental Analysis	276	14	41	55	83	41	28	14	0	0	0	0	0	276	$50,475	$182.88
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,304	113	346	460	692	346	232	115	0	0	0	0	0	2,304		
Total Staff Cost		$31,640.00	$88,230.00	$103,500.00	$110,720.00	$43,250.00	$33,640.00	$10,350.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$421,330.00**	**$182.87**

Check = $421,330.00

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:				$421,330.00
OVERHEAD:	0.00%			$0.00
OPERATING MARGIN:	0.00%			$0.00
FCCM (Facilities Capital Cost Money):	0.00%			$0.00
EXPENSES:	0.00%			$5,000.00
SALARY RELATED SUBTOTAL:				**$426,330.00**
Survey (Field - if by Prime)	0.00	4-man crew da	$ - / day	$0.00
SUBTOTAL - PRIME				**$426,330.00**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$426,330.00**

THIRD RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS THIRD RENEWAL of the Agreement for Professional Services is made this 15th day of July 2025, *nunc pro tunc* to July 6, 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **KIMLEY-HORN AND ASSOCIATES, INC**, located at 200 South Orange Avenue, Suite 600, Orlando, FL 32801, hereinafter known as "DESIGN ENGINEER." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants' Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Kimley-Horn and Associates, Inc. entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, on July 18, 2023, the Parties executed a First Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as "First Renewal"); and

WHEREAS, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as "Second Renewal"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (1) year period pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 ("General"), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Third Renewal of the Agreement between **CITY** and **KIMLEY-HORN AND ASSOCIATES, INC** is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

KIMLEY-HORN AND ASSOCIATES, INC

By: _____

Title: Vice President

Date: 7/07/2025

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 7th day of July, 2025, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for Kimley-Horn and Associates, Inc., a corporation, who is personally known to me or has produced identification.

Notary Seal:

SUSAN M. GREMONPREZ
Commission # HH 355784
Expires February 9, 2027

Notary: Susan M Gremonprez
Print Name: Susan M Gremonprez
My Commission Expires: 02-09-2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: July 15, 2025

ATTEST:

Tameara Crespo
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **KIMLEY-HORN AND ASSOCIATES, INC.,** located at 421 Fayatteville St., Suite 600, Raleigh, North Carolina 27601, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Kimley-Horn And Associates, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **KIMLEY-HORN AND ASSOCIATES, INC.** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: Vice President

Date: 6/28/2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for Kimley-Horn and Associates, Inc., a ~~Florida~~ North Carolina corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Charlene Kunold
My Commission
HH 190797
Exp. 2/19/2026

Notary: Charlene Kunold
Print Name: Charlene Kunold
My Commission Expires: 2/19/2026

CITY OF KISSIMMEE

By: Angela Eady for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023

ATTEST:

Tameara Crespo for
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

Exhibit "1"

AGREEMENT BETWEEN CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method **-** a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit “B”. Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

KIMLEY-HORN AND ASSOCIATES, INC.
Nicole R. Heck, P.E., Project Manager
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers'

Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

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

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any

act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 The DESIGN ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq. Nicole Hecht

Title: In-House Counsel Project Manager

Date: 06/22/2021 06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____, as _____ of_____, Inc. a Florida corporation, who is personally known to me or has produced identification.
Notary Seal:
Notary:_____
Print Name:_____
My Commission Expires:_____

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: L Tercilla, Esq Nicole Heck

Title: In-House Counsel Project Manager

Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of + physical presence this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a ~~Florida~~ North Carolina corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024

LORI D'AMICO
MY COMMISSION # GG 957251
EXPIRES: March 16, 2024
Bonded Thru Notary Public Underwriters

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Requested By: _____ (signature)

Title/Position: _____

Approved By: _____ (signature)

PW Director: _____ (signature)

City Commission Approval Date: _____

Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	*Rate*
Principal-in-Charge	$280.00
Senior Engineer	$255.00
Senior Planner	$225.00
Chief Landscape Architect	$240.00
Senior Landscape Architect	$165.00
Professional	$160.00
Analyst	$125.00
Senior CADD Operator	$145.00
Secretary/Clerical	$90.00

SECOND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **KIMLEY-HORN AND ASSOCIATES, INC**. located at P.O. Box 932520, Atlanta, GA 31193-2520, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, Hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and KIMLEY-HORN AND ASSOCIATES, INC. on July 6, 2021 hereinafter referred to as the "Original Agreement" and attached hereto as Exhibit "1"; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.

3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.

4. **SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit "A", attached hereto and incorporated herein by reference.

5. **Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and **KIMLEY-HORN AND ASSOCIATES, INC**. is July 6, 2024.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: Vice President

Date: 6/11/2024

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11th day of June, 2024, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for KIMLEY-HORN AND ASSOCIATES, INC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

SUSAN M. GREMONPREZ
Commission # HH 355784
Expires February 9, 2027

Notary: Susan M Gremonprez
Print Name: Susan M Gremonprez
My Commission Expires: 02-09-2027

CITY OF KISSIMMEE

By: Olga Castano for
Olga Gonzalez, Mayor-Commissioner

Date: July 03, 2024

ATTEST:

Linda S. Hansell

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

EXHIBIT 1
ORIGINAL AGREEMENT

AGREEMENT BETWEEN CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit “B”. Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

KIMLEY-HORN AND ASSOCIATES, INC.
Nicole R. Heck, P.E., Project Manager
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers'

Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

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

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN ENGINEER’s services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any

act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 The DESIGN ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.l **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.l herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq. Nicole Hecht

Title: In-House Counsel Project Manager

Date: 06/22/2021 06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____, as _____ of_____, Inc. a Florida corporation, who is personally known to me or has produced identification.
Notary Seal:
Notary:_____
Print Name:_____
My Commission Expires:_____

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell

Linda Hansell, City Clerk

Approved as to form and legality

Alya Sanchez-Fuentes

City Attorney

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: L Tercilla, Esq Nicole Heck

Title: In-House Counsel Project Manager

Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of + physical presence this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a ~~Florida~~ North Carolina corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024

LORI D'AMICO
MY COMMISSION # GG 957251
EXPIRES: March 16, 2024
Bonded Thru Notary Public Underwriters

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Requested By: _____ (signature)

Title/Position: _____

Approved By: _____ (signature)

PW Director: _____ (signature)

City Commission Approval Date: _____

Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	*Rate*
Principal-in-Charge	$280.00
Senior Engineer	$255.00
Senior Planner	$225.00
Chief Landscape Architect	$240.00
Senior Landscape Architect	$165.00
Professional	$160.00
Analyst	$125.00
Senior CADD Operator	$145.00
Secretary/Clerical	$90.00

ITEM 7.G
Construction Inspection Services for Woodside Drainage Phase 2

Request

Request approval to establish a Construction Engineering Inspection (CEI) Professional Services Agreement with Hill International, Inc. for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project (Contract #20260146), totaling $931,691.34. Authorization is also sought for the City Manager or designee to sign the agreement and any related documents or change orders needed to implement this contract.

Explanation

The City of Kissimmee is advancing the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project to enhance drainage capacity and utility infrastructure in the area. To ensure proper execution, CEI services must provide professional oversight during construction and ensure the project is completed in accordance with approved plans, specifications, schedules, and all applicable standards. These services include construction inspection, coordination, and construction administration support throughout the construction phase.

On December 2, 2025, the City Commission authorized staff to initiate contract negotiations with Hill International, Inc. as the top-ranked firm from the RFQ2025-007 selection process. Negotiations have been successfully completed, and staff is now requesting approval to proceed with a CEI Professional Services Agreement to ensure quality assurance and compliance during construction.

Approval of this agreement will enable the City to move forward with construction support services critical to the successful delivery of this infrastructure improvement project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2502	Decrease	$ 1,725,210	$ 605,600
40945206-506393	PW2510	Decrease	$ 7,714,000	$ 326,092
40945206-506393	SW2613	Increase		$ 931,692

Financial Summary:

Adequate funding for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project, is readily available in the accounts as listed above.

Recommendation

Approval to enter into a Construction Engineering Inspection (CEI) Professional Services Agreement with Hill International, Inc. for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project, in the amount of $931,691.34, and to authorize the City Manager or designee to execute the

agreement and any related documents or change orders necessary to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Woodside Drainage Improvements Contract RFQ2025-007

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
HILL INTERNATIONAL, INC. FOR
WOODSIDE DRAINAGE & UTILITY INFRASTRUCTURE IMPROVEMENTS, PHASE 2

THIS AGREEMENT is made and entered into this 3rd day of February, 2026, between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY", and HILL INTERNATIONAL, INC., whose business address is 12740 Grant Bay Parkway West, Lakeside Two, Suite 2300, Jacksonville, FL, 32258, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY desires to retain the Consulting and Engineering Inspection Services for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2; and

WHEREAS, CITY has requested proposals pursuant to RFQ 2025-007 and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANTS SERVICES

1.1. CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services & Project Description, attached hereto, and incorporated herein as Exhibit "A". CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for period RCSs of time required for the CITY's review and approval of submissions by authorities having jurisdiction.

1.3. Conduct meetings with staff, the public, the City Commission, and appointed boards as necessary to share information and present findings or recommendations.

1.4. Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5. Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY OF KISSIMMEE staff in electronic format for the CITY's use and public review, as requested.

1.6. At the end of the contract, the City will evaluate the Consultant's performance within 30 days of final acceptance which will become public record. Final Contract language shall reflect as such.

1.7. Subconsultants shall adhere to the same rules, regulations, policies, standards, and procedures that apply to the Prime Contractor under this agreement.

ARTICLE 2. SCHEDULE

2.1. Services shall be provided in accordance with the attached Request for Proposal. Within ten (10) days after advertisement of the construction project, the CONSULTANT shall provide a project schedule to include anticipated timelines of 330 calendar days of construction schedule, for key project elements and target deadlines for deliverables in accordance with Exhibit "A".

2.2. The Contract Term is 330 calendars days following issuance of the Notice to Proceed of the Construction Contract and incorporated herein as Exhibit "B".

ARTICLE 3. CITY'S RESPONSIBILITIES

3.1. The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals Shell be made directly to this individual.

3.2. The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.

3.3. The CITY shall provide timely reviews of CONSULTANT'S draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4. The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5. With prior review and approval by the Florida Department of Transportation, The CITY shall give prompt written notice to the CONSULTANT. If the CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS

4.1. The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 5. TERMINATION

5.1. TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this contract which may be due and owing at the time of such termination.

5.2. If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or its failure to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3. CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4. Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5. TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2. Modifications/Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

6.3. Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4. No Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5. Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. No member, officer, or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6.6. Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7. Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs, or subparagraphs.

6.8. Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9. Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10. Indemnity. The City agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as CONSULTANT for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, the CONSULTANT shall indemnify, defend, and hold harmless the City, including the City's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 769.28. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the City for the negligent acts or omissions of the City, its officers, agents, employees, or third parties. This indemnification shall survive the termination of this Agreement."

6.11. Time is of the essence to this Agreement.

6.12. Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13. Necessity of Writing for Waiver. Change, Modification or Termination. No waiver, change, modification, or termination of any provision of this Agreement is effective unless made in writing.

ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1. Compensation and Payment for Consultant's Services

A. Specific Rate of Compensation Method

1. Payments shall be made on a firm fixed price (lump sum) basis for each task or deliverable, as negotiated and authorized in writing by the City. Payment will be based on percentage of task completion, inclusive of all labor, direct expenses, and sub-consultant costs.

2. The CITY's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. Method of Payment

1. Upon review and approval of the CONSULTANT's invoice and verification that services have been rendered in conformity with this Agreement, the City of Kissimmee, through payment issued by the Finance Department, shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period. The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all of the above requirements are met.

2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY based on the percentage of the amount for those specific services.

3. The CONSULTANT's invoices shall be in a form satisfactory to the City's Finance Department, who shall initiate disbursements.

7.2. Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3. Payments are due and payable within thirty (30) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45)

days from approval of the respective invoice. Not withstanding, in no instance shall payment be due in less than thirty (30) days.

7.4. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage, and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6. CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

ARTICLE 8. NOTICES

8.1. All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Yurley Torres	Daniel Sokol
Project Manager	Vice President, Roads and Bridges SE Region
City of Kissimmee Public Works and Engineering Dept.	Hill International, Inc 12740 Gran Bay Parkway West, Ste 2300
101 N. Church Street, Kissimmee, Florida 34741	Jacksonville, FL 32258

ARTICLE 9. INSURANCE REQUIREMENTS

9.1. CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives, and employees. The cost of such insurance shall

be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "B" and made a part hereof.

9.2. Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per Occurrence and $2,000,000 annual aggregate for bodily injury, personal injury, and property damage.

B. Business Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

F. Professional or Errors of Omissions Liability Insurance: limit of liability no less than $2,000,000.

9.3. All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY and FDOT. There are not to be any special limitations on the protection being provided to the CITY and FDOT, its officials, employees, or volunteers.

9.4. Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

9.6. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.8. The CONSULTANT shall be responsible for their sub consultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE, evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS

10.1, E-Verify (Executive Order 11-116). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONSULTANT is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E- Verify Program can be obtained via the internet at the Department of Homeland Security Website: http://www.dhs.gov/E-Verify.

10.2. Public Entity Crimes Statement (287.133, F.S.). As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty- six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

10.3. Notification of Performance Evaluation. At the end of the contract, the City will evaluate the CONSULTANT's performance within 30 days of final acceptance which will become public record. Final Contract language shall reflect as such.

10.4. Records Retention and Access to Records. At the conclusion of all work by CONSULTANT, the work products shall become the sole property of the City of Kissimmee which shall be retained for Six (6) years. Additionally, see attached RFQ2025-007.

10.5. Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: 407-518-2328, TAMEARA CRESPO.

10.6. Contract Forms. The following contract forms contained in EXHIBIT “C” and EXHIBIT “D” and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Acceptance of Proposal Terms & Conditions
- Drug Free Workplace Certification
- Conflict of Interest Statement
- Public Entity Crimes Disclosure
- Statement of No Proposal
- Truth in Negotiation Certification
- Human Trafficking Affidavit
- Request for Qualifications (RFQ) for Construction Engineering and Inspection Services (CEI)

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved, and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____
Mayor - Commissioner

Date: _____

ATTEST:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

Signature
Eladio Castrodad, P.E. PMP
First Vice President, SE and Caribbean Region
Name, Title

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this 21st day of January 2026, by Eladio Castrodad. He/She is personally known to me or has produced his/her driver's license as identification.

Yoena Portilla
Notary Public, State of Florida

Seal

YOENA PORTILLA
Notary Public - State of Florida
Commission # HH 358844
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

COMPENSATION METHOD OF PAYMENT AND INVOICING

I. Compensation Amounts

The CITY shall pay the CONSULTANT negotiated fees for the services described and approved pursuant to the amount and method of payment described herein as follows:

The total compensation for the work described in Attachment "A" shall be a not to exceed amount of $ 931,691.34, which will be paid monthly as noted in the Agreement and includes all expenses per the following compensation breakdown:

PROJECT STAFF	HOURS	RATE	DIRECT LABOR
Senior Project Engineer RD/BRDG	363.00	279.40	101,422.20
Project Administrator RD/BRDG	1,732.50	227.70	394,490.25
Resident Compliance Specialist (RCS)/ EEO (MTN)	412.50	91.24	37,636.50
Senior Inspector RD/BRDG	1,732.50	133.10	230,595.75
Inspector RD/BRDG	1,650,00	85.80	141,570.00
Inspector Materials (NADIC)	82.50	89.00	7,342.50
Geotechnical Engineer (NADIC)	16.50	222.16	3,665.64
Geotechnical Technician (NADIC)	16.50	89.00	1,468.50

Laboratory Testing Cost $ 3,500.00

Survey (CivilSurv) Cost $ 10,000.00

Total CEI Cost	$ 931,691.34

Initials of Signatories: _____ _____

CONSULTANT/date CITY/date

Hill International, Inc. 01/21/2026

EXHIBIT "A"
SCOPE OF SERVICES

a. The CONSULTANT shall be responsible for providing services as defined in this Scope of Services, the referenced City requirements, and procedures.
b. The Consultant shall provide Construction Engineering and Inspection (CEI) services for Woodside Drainage & Utility Infrastructure Improvements, Phase 2 construction project. The following describes work agreed to.
c. CEI services shall be provided in compliance with the Federal Requirements including but not limited to construction inspection, certification as to the contractor's compliance with all the Florida Commerce, Community Development Block Grant (CDBG), and City of Kissimmee requirements such as, but not limited to, submittal of certified payrolls as outlined by FHW A 1273, May 2012 and according to the General Decision FL 230, which is the wage determination for the project.
d. The Consultant shall provide personnel meeting the requirements set forth in the section labeled Personnel Training and Experience Standards in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Agreement are effectively carried out.
e. In order for the CONSULTANT to schedule its activities, the City will endeavor to provide the Consultant at least three (3) calendar days advance notice of the award date of each construction contract where CONSULTANT Engineering Inspections Services are required.
f. The CONSULTANT shall maintain close coordination with the City and each Contractor to minimize rescheduling of the Consultant's activities due to construction delays or changes in scheduling of the Contractor's activities.
g. The CONSULTANT shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's Project Administrator shall be identical to the Department's Project Administrator and shall be interpreted as such.
h. Services provided by the CONSULTANT shall comply with the Florida Design Manual (FDM), as required for Class B Projects, which applies once the construction cost exceeds $10 million. If the project remains under the $10 million threshold, the Florida Greenbook and the FY 2025-26 edition of the Standard Plans may apply. However, as the project is approaching the Class B classification, FDM standards will govern all design and construction procedures. All relevant manuals, procedures, and memorandums, including those related to the FDM and Greenbook, are available at the State Construction Office's website.
i. It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
j. The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.

k. The CONSULTANT shall advise the Project Manager and the Construction Operations Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

GENERAL:

It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the construction project such that the Project are constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The CONSULTANT shall advise the City Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

On-Site Inspection:

The CONSULTANT shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the contracts for the Project to determine that the Project is constructed in reasonable conformity with such documents. The CONSULTANT will monitor all off-site activities and fabrication as needed. The CONSULTANT shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

CONSULTANT shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT procedure.

Sampling and Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The CONSULTANT shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The CONSULTANT will perform inspection and sampling of materials and components as needed at locations remote from the vicinity of the project. The CONSULTANT will perform testing of materials normally done in a laboratory remote from the Project site for verification purposes. The CONSULTANT shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified will analysis, FDOT label, FDOT stamp, etc. The CITY will monitor the effectiveness of the CONSULTANT testing procedures through surveillance and obtaining and testing independent assurance samples. Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications, latest editions, or as modified by the Special/ Supplemental Provisions of the contracts for the Project. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested to a certified laboratory.

Engineering Services:

The CONSULTANT shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the City for failure of such parties to follow written direction issued by the CONSULTANT.

Services include but are not limited to the following: maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the construction contract applicable to the Project, maintaining complete, accurate records of all activities and events relating to the Project, and properly documenting all significant project changes. The scope will be governed by the current adopted Design Standards, Standard Specifications for Road and Bridge Construction as listed on the final signed and sealed design plans and the specifications. The CONSULTANT shall perform the following services:

I. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures as required by the NPDES Generic Permit. For each project that requires the use of the NPDES General and/or Generic Permit, provide at least one inspector who has successfully completed the "Florida Storm Water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by FDOT and City.
II. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues and process the necessary paperwork.

III. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

IV. Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the contract for the Project in regard to payment of predetermined wage rates in accordance with Department procedures.

V. Provide personnel for surveillance of the Contractor's compliance with contracts for the Project. This individual is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include, but are not limited to, Local Agency Program Federal Requirements, EEO Affirmative Action for the prime contractor and subcontractor, Contractor Formal Training, Payroll, and Subcontracts. The Project Administrator must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the CITY as requested. The CITY will provide Public Information Services.

VI. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

VII. The CONSULTANT shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the City Engineer. The taking of the photographs shall begin at the start of construction and continue regularly throughout the Project. Photographs shall be taken throughout construction up to Final Acceptance.

Geotechnical Engineering:

The CONSULTANT shall observe the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the City Engineer, and direct the Contractor to correct such observed discrepancies. The CONSULTANT shall attend the preconstruction conference and/or special geotechnical meeting for the construction contract. All services under this section will be performed in accordance with FDOT Specification Section 455.

Utility Coordination:

It shall be the responsibility of the CONSULTANT to monitor utility coordination to ensure reasonable conformance with the Plans and the Department's standards, policies, procedures, and design criteria. For projects classified as Class B Projects, the utility coordination must comply

with the Florida Design Manual (FDM), the FDOT FY 2025-2026 Standards, policies, procedures, and design criteria as contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, the final signed and sealed design plans, Rule 14-46.001 (Utility Accommodation Manual), the Utility User's Guide, and any applicable Supplemental Specifications, Provisions, or Agreements. If the project remains under the $10 million threshold, the Florida Greenbook and associated guidelines may apply, as determined by the City's direction.

PERSONNEL:

Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel, qualified by experience, and education. The CONSULTANT shall submit in writing to the City Engineer the names of personnel proposed for assignment to the project, including a detailed resume for each, containing at a minimum education and experience. Requests for personnel approval shall be submitted to the City Engineer at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the CITY. Staff that has been removed shall be replaced by the Consultant within one week of CITY notification.

Before the Project begin, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the CITY and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

SENIOR PROJECT ENGINEER

A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(five (5) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (three (3) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection

program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT and CITY standards. Also, must have the following:

Qualification:

- FDOT Advanced MOT
- Attended the CTQP Quality Control Manager course and passed the examination.

Certification:

- None

A master's degree in engineering may be substituted for one (1) year engineering experience.

PROJECT ADMINISTRATOR

A Civil Engineering degree plus three (3) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, three (3) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Shall be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

- FDOT Intermediate MOT
- Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)
- CTQP Final Estimates Level II

Certifications:

- SSPC course: C-3 Supervisor/Competent Person Training for Leading of Industrial Structures (If applicable).

Other:

- Attended CTQP Quality Control Manager Course and passed the examination.

A master's degree in engineering may be substituted for one (1) year of engineering experience.

SENIOR INSPECTOR

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection (CC2) bridge structures.

Must have the following:

Qualifications:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Asphalt Roadway Level II (If applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (If applicable)
- CTQP Drilled Shaft Inspection (If applicable required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures) CTQP Grouting Technician Level I (If applicable)
- CTQP Post-Tensioning Technician Level I (If applicable)
- FDOT Intermediate MOT
- CTQP Final Estimates Level I

Certifications:

- Nuclear Radiation Safety
- SSPC course: C-3 Supervisor/Competent Person Training for Leading of Industrial Structures (If applicable)
- or a Civil Engineering degree and one (1) year of road & bridge CEI experience. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction

work, and conducting field tests and is responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Pile Driving Inspection (If applicable)
- CTQP Drilled Shaft Inspection (If applicable required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- CTQP Final Estimates Level I

Certifications:

- Nuclear Radiation Safety
- Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

GEOTECHNICAL ENGINEER

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Department bridge projects, including Department Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of transportation. “Responsible charge” experience shall include verifiable and successful drilled shaft installation and coring inspections

and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), W EAP computer program and CAPW AP computer programs to analyze concrete/steel/timber piling.

Responsibilities include resolving any on-site conflicts in terms of soil material classification, water table issues, or any other material testing as required during the entire course of construction.

GEOTECHNICAL TECHNICIAN

Knowledge in the use and provisions of the PDA system, W EAP and CAPW AP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three
(3) years of experience on at least two (2) Department bridge projects.

Qualifications:

- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection

Responsible for performing assignments in assisting the Geotechnical Engineer in terms of material. Sampling, material testing and material reporting as part of Geotech Engineer's duties listed above.

RESIDENT COMPLIANCE SPECIALIST (RCS)
One (1) year of experience as a Resident Compliance Specialist on a construction project, or Two (2) years assisting the Resident Compliance Specialist in monitoring the project. Prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs.

Qualifications:

- Resident Compliance Specialist Computer-Based Training (CBT)

Staffing:

Once authorized, the CONSULTANT shall establish and maintain an appropriate staff, as defined by the attached staffing plan, through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the CONSULTANT at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

FINAL ESTIMATES

Final Estimate and As-Built Plans Submittal:
Prepare documentation and records in compliance with the construction contracts for the Projects; CONSULTANTS approved QC Plan and the FDOT s Procedures.
Submit the Final Estimate(s) and one (1) set of final as-built plans documenting Contractor's work (one record set with two copies) as follows:

Within thirty (30) calendar days of final acceptance; or
The CONSULTANT shall be responsible for making any revisions to the Final Estimate at no additional cost to the City.

Certification

CONSULTANT personnel preparing the Final Estimate Package shall be CTQP Final Estimates Level II

EXHIBIT "B"
PROJECT SCHEDULE

Estimate of Work Effort

CEI Services: Woodside Improvement s- CEI
City of Kissimmee
RFQ2025-007

12/26/2025

		2025		2026											2027						TOTALS	
Staff		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	MM	MH
Total all Projects																							
Sr Proj Engineer RD/Brdg		0.00	0.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.20	363.00
Project Administrator Rd/Brdg		0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.50	1,732.50
Contract Support Specialist		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RCS/EEO (MTN)		0.00	0.00	0.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50	412.50
Sr Inspector RD/ Bdg		0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.50	1,732.50
Inspector RD/Brdg		0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	1,650.00
Inspector Materials (NADIC)		0.00	0.00	0.00	0.00	0.00	0.10	0.10	0.10	0.10	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	82.50
Geo Engineer (NADIC)		0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	16.50
Geotech Technician (NADIC)		0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	16.50
Total Labor		0.00	0.00	1.20	3.45	3.65	3.55	3.55	3.55	3.55	3.55	3.45	3.45	3.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.40	6,006.00

EXHIBIT "C"
PROPOSER'S RESPONSE INCLUDING SIGNED FORM

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HILL International
a GISI Consulting Group company

CITY OF KISSIMMEE
1883

Woodside Drainage Improvements – Professional Services for Construction Engineering & Inspection (CEI)

SEPTEMBER 29, 2025 RFQ2025-007 ELECTRONIC COPY



CITY OF KISSIMMEE 1883

Woodside Drainage Improvements – Professional Services for Construction Engineering & Inspection (CEI)

SEPTEMBER 29, 2025 RFQ2025-007 ORIGINAL



Cover Letter

1 Personnel Background Information

2 Work Task Qualifications

3 Type of Work 10.1, 10.3 and 10.4

4 Financial Capability

5 Other Information

6 City, State and Federal Forms

HILL

TABLE OF CONTENTS

Hill International, Inc.
12740 Gran Bay Parkway West
Lakeside Two, Suite 2300
Jacksonville, FL 32258
Tel: 904-296-1004
www.hillintl.com

September 29, 2025

Debbie Luke
Purchasing Coordinator
City of Kissimmee
Finance Department 4th Floor
101 Church Street
Kissimmee, FL 34741

Subject: **RFQ No. 2025-007 | Woodside Drainage Improvements Professional Services for Construction Engineering & Inspection (CEI)**

Dear Ms. Luke:

Hill International, Inc. (Hill) is pleased to submit our qualifications for RFQ2025-007, to provide construction engineering and inspection services to include contract administration, inspection, and materials sampling and testing. We are currently providing LAP-CEI Services to Osceola County on the Fortune and Simpson Road Intersection Reconstruction (PS-22-11736-DG).

Our team:

- Is Familiar with the local area
- Has extensive experience in drainage and utility improvement projects
- Has worked on projects utilizing federal and local funds

Hill is the 3rd largest project and construction management firm in the U.S., as featured in Building Design + Construction magazine. We offer the best combination of professional CEI services, local project experience and construction management knowledge, and industry leading experience and expertise. This unique combination will enable the Hill team to support your project and meet the requirements of the City.

Our proposed team, led by Senior Project Engineer James “Sandy” Daniel, PE, and Project Engineers/ Administrators Daniel Oset and Hernan Tortolero, PE who are veterans of multiple highway and bridge projects in Florida. Project Executive Daniel Sokol, PE, will support them and interact with both the City and our team to make certain all resources are available to successfully complete the work. Our focus will be:

Leadership and Experience. Sandy brings extensive leadership and experience to the team. He knows the construction side of the business and can talk the talk with contractors. He will use this knowledge to help the contractors be successful on the project, and will bring solutions and a cooperative attitude.



Public Outreach and Communications. Hill will deploy and be ready on day one to collaborate with the City to assist, support, and execute a public and community outreach plan that delivers confidence in the project, the scope, and the schedule. We will make our resources and tools available for the City to decide how to best get the message out and provide the public peace of mind and ongoing awareness of the work and progress of the project.

Compliance with Local and State Requirements Suited to the City of Kissimmee. The Hill team, led by Sandy, will implement workflows, processes, and procedures to deliver compliance in line with local and state requirements, for a quality constructed project. We will focus compliance on financial and project management, property standards, procurement standards, performance and financial management, records retention and access, remedies for noncompliance, and closeout. We will ensure to meet all documentation and compliance requirements of the Community Development Block Grant – Mitigation (CDGB-MIT) and the U.S. Department of Housing and Urban Development (HUD) programs.

Effective Local and State Agency Coordination. Hill will provide timely reports, and facilitate and coordinate communications and reporting with local, state, and other agencies to deliver accurate and timely information. This will facilitate collaboration, deliberation, and enable timely decision making that is based on actionable data provided by Hill.

Efficiency and Transparency. Our project controls, reporting tools, and processes, compliant with FDOT, will aid and facilitate the City's decision-making. Supported by strong and accurate data, our methodology will create transparency and generate a positive public perception that will provide confidence in the project and a flow of continuous accurate information about the work plan, progress, schedule, and budget.

Subconsultants. For this project Hill is keeping with our history of supporting local Disadvantaged and Small Businesses. We will be using CSI Geo, Inc. (DBE), CivilSurv Design Group, LLC, Universal Engineering Sciences, and MTN Resources, LLC (DBE). We have partnered with these firms on multiple successful projects in Central Florida. This group of professionals stand ready to provide the necessary survey support, fund compliance, materials testing and geotechnical support, and documentation. Our team has the expertise, experience, and abilities to provide expert and proven CEI services! We are committed to this project and will make it our top priority.

As the Project Executive, I will make certain the City gets what you need in order to deliver your vision. Should you have any questions regarding our submittal, or desire additional information, please do not hesitate to contact me at (904)838-6752 or at danielsokol@hillintl.com.

Sincerely,

Daniel Sokol, PE
Vice President, Roads and Bridges SE Region

ACKNOWLEDGMENT OF ADDENDA



August 9, 2025

Addendum No.1

Project: Woodside Drainage Improvements - Professional Services for Construction Engineering & Inspection (CEI)
Bid No: RFQ2025-007

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Can the City please inform us on the construction letting date for the project regarding the subject-related RFQ?

Answer: Please refer to the anticipated construction schedule located on page 23 of the RFQ.

Question 2: Are there construction plans available for the RFQ2025-007 project?

Answer: Yes, construction plans are available for the RFQ2025-007 project; however, please note that they are subject to change.

Clarification: Bid Currently Reads the Pre-bid:

2.7. NON-MANDATORY CONFERENCE
A non-mandatory conference will be held at 10:00 a.m. on September 10, 2025, in the City Hall Development Services, 1st Floor, City Hall, located at 101 Church Street, Kissimmee, Florida 34741. Any questions from this proposal should be addressed to email: procurement@kissimmee.gov, questions deadline will be set for 4:00 pm, September 12, 2025, followed by an addendum from Procurement.

Correction:

2.7. NON-MANDATORY CONFERENCE
A non-mandatory conference will be held at 10:00 a.m. on September 10, 2025, in the City Hall Commission Chambers, 1st Floor, City Hall, located at 101 Church Street, Kissimmee, Florida 34741. Any questions from this proposal should be addressed to email: procurement@kissimmee.gov, questions deadline will be set for 4:00 pm, September 12, 2025, followed by an addendum from Procurement.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Financial Resources and Systems Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME Hill International, Inc.
COMPANY ADDRESS 12740 Gran Bay Parkway West Lakeside Two, Suite 2300 Jacksonville, FL 32258
BY: _____ DATE: September 9, 2025
(signature)
Daniel Sokol, PE | Vice President EMAIL: danielsokol@hillintl.com
(typed name/title of signer)

September 11, 2025

Addendum No.2

Project: Woodside Drainage Improvements - Professional Services for Construction Engineering & Inspection (CEI)
Bid No: RFQ2025-007

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Is there a page restriction for our response?

Answer: Please refer to the note under numeral 3.1. QUALIFICATION CONTENT.

Question 2: Are we going to get a copy for the permit for the FAA?

Answer: Yes, it will be included in the construction bid book. Please find the FAA permit and CSP Plans attached for your reference.

https://www.dropbox.com/scl/fo/ogr5wxnjm84s7juinh9rj/AAP9u38tVRXSoI12Y_yDsGM?rlkey=2e68uf3xiaypc02tcexc6jn39&st=9384072i&dl=0

Question 3: Do you have any idea how much contaminate we're going to find on the soil?

Answer: Yes, there is contaminated soil within the project limits. Please find attached the Level 1 and Level 2 Contaminate Screening Reports.

Question 4: Will the CEI staff have to have the TWIC certifications for the airport?

Answer: No TWIC is needed. Please refer to the CSP Plans for specific access and airfield notification requirements (attached).

Question 5: Do you envision that TOHO being part of the evaluation committee?

Answer: Toho will not be part of the evaluation committee.

Question 6: How much authority on the TOHO portion of the project, how much authority does CEI have?

Answer: The City of Kissimmee will manage the project on TOHO's behalf, and TOHO will provide inspectors as part of the project to obtain acceptance and approval of its infrastructure. However, the CEI team will have oversight authority over all components of the project, including the TOHO portion, ensuring compliance and coordination throughout.

Question 7: Page 1 of the Request for Qualifications section II. All qualification packages must be submitted with two electronic copies. Can we put the two electronic copies on one flash drive?

Revision:

All qualification packages must be submitted in a clearly marked original envelope (SEALED) along with one (1) marked original and seven (7) marked duplicates (a total of 8 copies) and one (1) thumb drive electronic copy.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Financial Resources and Systems Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME Hill International, Inc.
COMPANY ADDRESS 12740 Gran Bay Parkway West Lakeside Two, Suite 2300 Jacksonville, FL 32258
BY: _____ DATE: September 11, 2025
(signature)
Daniel Sokol, PE | Vice President EMAIL: danielsokol@hillintl.com
(typed name/title of signer)

September 18, 2025

Addendum No.3

Project: Woodside Drainage Improvements - Professional Services for Construction Engineering & Inspection (CEI)
Bid No: RFQ2025-007

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Can you provide the FAA permit, Stormwater permit, and the Geotechnical report?

Answer. FFA permit provided in Dropbox link on addendum 2. Stormwater permit and Geotechnical report provided in Dropbox link on this addendum.

https://www.dropbox.com/scl/fo/abbckciuvbb3mwnljwsx0/ABMLcAH5MsGosnTeODY_NLs?rlkey=kl9d2o6asxwt8xrz481hif8e4&st=gr2wxcvp&dl=0

Question 2: Will the CEI be required to perform verification testing for the TWA (Toho) portion of the work?

Answer: Yes, the CEI will be required to perform verification testing for the TWA (Toho) portion of the work.

Question 3: Will the drainage portion of the project adhere to the FDOT January 2022 specifications?

Answer: The governing standard specifications for Phase 2 of the Woodside Drainage Improvements Project are the FDOT January 2021 Standard Specifications for Road and Bridge Construction.

Question 4: Are there any clearance or training requirements for personnel operating within the airfield limits?

Answer: The contractor's foreman or crew lead will be required to go through an Airfield / Safety Training meeting with Airport operations. This meeting is expected to be less than 2 hours. The contractor shall have at least one representative that has gone through this training on site at all times work is being performed on the Airfield. Gate guards will be required if any airport security fence / gate is open during hauling conditions to ensure traffic not affiliated with construction cannot access the site. Lime

green cones shall be used along all haul roads within airport property to delineate construction limits and reduce the risk of construction personnel driving into restricted airport areas.

Question 5: Is there a contract Special Provision applicable to work within the airfield limits, and if so, could you kindly provide it?

Answer: The CSPP and Airfield Safety / Phasing plan sheets have been provided and shall be followed at all times. Construction personnel shall check in with Shaun Germolus and/or Ramon Senorans with the Kissimmee Gateway Airport prior to the start of each phase of construction and if deviating from the approved plans.

Question 6: Could you specify which firms are disqualified from participating as subconsultants to the CEI?

Answer: Subconsultants shall adhere to the same rules, regulations, policies, standards, and procedures that apply to the Prime Consultant.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Financial Resources and Systems Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 3 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME Hill International, Inc.
COMPANY ADDRESS 12740 Gran Bay Parkway West Lakeside Two, Suite 2300 Jacksonville, FL 32258
BY: _____ DATE: September 24, 2025
(signature)
Daniel P. Sokol, PE / Vice President EMAIL: danielsokol@hillintl.com
(typed name/title of signer)



SECTION 1

PERSONNEL BACKGROUND INFORMATION

PERSONNEL BACKGROUND INFORMATION



KEY PERSONNEL

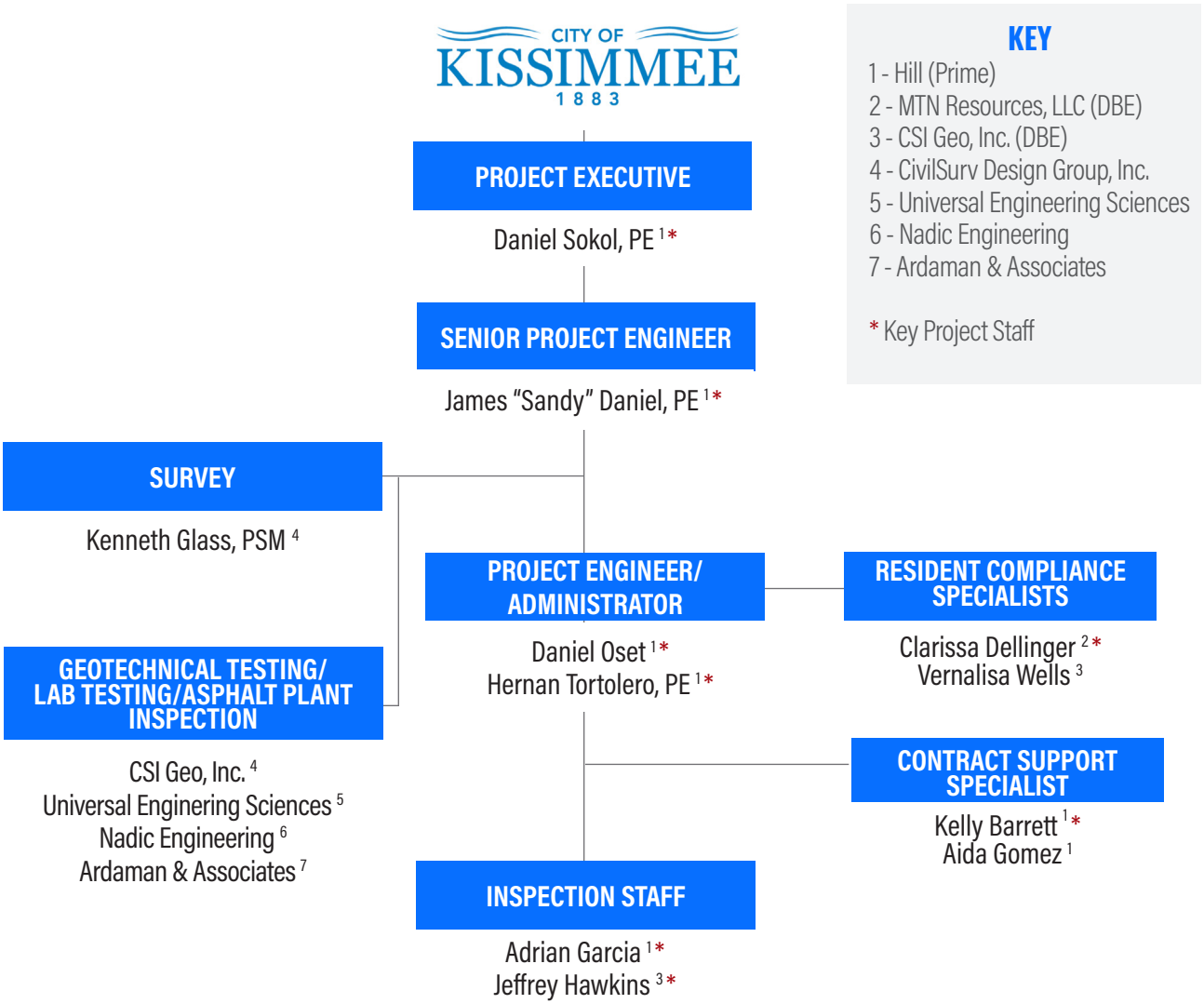
Hill has selected key personnel who bring experience with the types of projects and services required by this contract, as demonstrated by the following matrix.

KEY PERSONNEL EXPERIENCE MATRIX

	Daniel Sokol, PE Project Executive	**James "Sandy" Daniel, PE** Senior Project Engineer	**Daniel Oset** Project Engineer/Administrator	**Hernan Tortolero, PE** Project Engineer/Administrator	**Adrian Garcia** Inspector	**Jeffrey Hawkins** Inspector	**Clarissa Dellinger** Resident Compliance Specialist	**Kelly Barrett** Contract Support Specialist
Relevant Experience								
Construction Engineering & Inspection	●	●	●	●	●	●	●	●
Florida Department of Transportation	●	●	●	●	●	●	●	●
Federal-Aid Funded Project	●	●	●	●	●	●	●	●
Maintenance of Traffic	●	●	●	●	●	●	●	●
Ditch Armor	●	●	●	●	●			
Jack and Bore	●	●	●	●	●	●	●	●
Large Pipe Installation	●	●	●	●	●	●	●	●
TOHO Utility Relocations	●	●	●	●	●	●	●	●
Airport Coordination/FAA Compliance	●	●	●	●	●			
Mobilization	●	●	●	●	●	●	●	●
Clearing & Grubbing	●	●	●	●	●	●	●	●
Environmental Mitigation/Protection	●	●	●	●	●	●	●	●
Safety & Capacity Improvements	●	●	●	●	●	●	●	●

ORGANIZATION CHART

To help ensure the best possible success for the City to implement the scope of required services under the proposed contract, Hill has formed a team of experienced, capable professionals with extensive experience, as shown in the following Organizational Chart.



KEY PERSONNEL RESUMES

At the end of this section we have provided resumes that feature the qualifications and experience with similar projects for our key personnel. For this project, Hill will utilize the same subconsultants that we have teamed with on past projects, and have a proven track record of helping projects achieve success. Surveying support will be provided by CivilSurv Design Group, Inc. Resident compliance services will be provided by MTN Resources (DBE). Universal Engineering Sciences, Nadic and Ardaman & Associates, and CSI Geo, Inc. (DBE) will be providing the materials testing and geotechnical services.

Our team members are currently working locally for Osceola County and have worked on numerous City and County projects, and have performed the following:

- Worked with local municipalities, counties, FDOT and FAA to receive funding for contract changes
- Coordinated with cities, counties, and other local agencies
- Managed utility relocations and coordination activities
- Prepared documents for presentation to the agency's Board/County Commission
- Conducted public meetings and public outreach activities
- Administered formal and informal partnering sessions
- Conducted design and constructability reviews to identify cost and time savings ideas and reduce construction risk
- Managed our CEI budget to accommodate changes without exceeding our budget

The following list of relevant projects provides a summary of Hill's experience performing CEI services for similar types of projects, including many projects performed under a task authorization basis.

EXAMPLES OF SIMILAR PROJECTS AND REFERENCES

Fortune and Simpson Road Improvements | Kissimmee, FL

CLIENT INFORMATION
Osceola County
Jacqueline Laracuente, Project Manager
2 Courthouse Square Kissimmee, FL 34741
Tel: 407-460-1458 (office)

PROJECT INFORMATION
Year Completed: 2026 (est.)
On Budget: Yes
On Schedule: Yes
TEAM MEMBERS Daniel Sokol, *Project Executive; Sandy Daniel, Sr. Project Engineer;* Daniel Oset, *Project Administrator;* Hernan Tortolero, *Sr. Inspector/ Project Administrator/Project Engineer*

RELEVANCE Federal Oversight, Drainage, Utility Relocations, Multiuse Trail, Public Outreach

SERVICES CEI, Contract Administration, Material Testing, Construction Engineering



Hill is providing construction engineering and inspection services to improve the intersection at Fortune Road and Simpson Road in Osceola County. This crash reduction safety project is providing capacity improvements for 3,600 feet along Fortune Road and 3,200 feet on Simpson Road. The improvements include construction of a widened roadway with raised medians, additional turn lanes, and bike lanes with new phased traffic and pedestrian signals. The project also includes signing and pavement markings, maintenance of traffic, mobilization, clearing and grubbing, and drainage modifications. It is funded from both local and FDOT safety funds. Also include $14 Million of 16" and 30" Utility System upgrades for TOHO on the Fortune/Simpson Road Project.

District 2 SR 15 at Ratliff Road, SR 109, SR 5 | Jacksonville, FL

CLIENT INFORMATION
Florida Department of Transportation, D2
Jessica Tippett, Project Engineer
2198 Edison Avenue, MS 2803, Jacksonville, FL 32204
Tel: 904-360-5504 (office)

PROJECT INFORMATION
Year Completed: 2017
On Budget: Yes
On Schedule: Yes
TEAM MEMBERS Daniel Sokol, *Sr. Project Engineer*

RELEVANCE Drainage, Utility Relocations, Jack and Bore Drainage, Public Outreach

SERVICES CEI, Contract Administration, Material Testing



Hill provided construction engineering inspection (CEI) services for multiple projects in this grouping. One project included clearing, grubbing, roadway widening, and intersection improvements, new traffic signals, and roadway lighting at the SR 15 intersection with Ratliff Road and Roy Booth Road.

The work included installing conduit, controller assemblies, poles, signal heads, luminaires and CCTV cameras. The SR 109/University Boulevard project included traffic signal replacements at 12 intersections along the corridor. Two intersections were updated with new controllers. The sidewalk and crosswalk areas were upgraded to meet ADA standards including new ramps, detectable warnings, and painted markings. New pedestrian poles and signals were installed at various intersections, and utility relocation work was completed at each intersection. The SR 5/Philips Highway Traffic Signal Installation at Reba Avenue included resurfacing, widening, and the addition of a left turn lane within an 1,100-foot section of SR 15, including side roads at Putnam and Reba Avenues. Median swales were regraded in areas, and raised curb was placed in other areas. Fiber-optic conduit and cable were installed throughout the corridor. Mast arms and signals were installed at Putnam Avenue and Reba Avenue, and lighting (by JEA) was installed throughout the corridor.

There were no performance issues or conflicts. Hill received high CEI grades for the contract and the projects were completed on schedule and on budget.

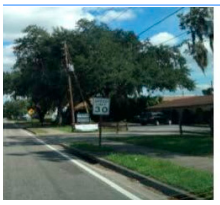
Sumter County SR 466W Widening and Reconstruction | Wildwood, FL

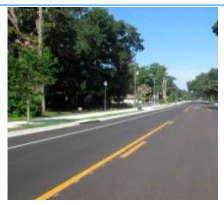
CLIENT INFORMATION
Sumter County Board of County Commissioners
Shailesh Patel, PE, Assistant Director - Construction Engineering and Inspections
319 E Anderson Avenue, Bushnell, FL 33513
Tel: 352-689-4400

PROJECT INFORMATION
Year Completed: 2017
On Budget: Yes
On Schedule: Yes
TEAM MEMBERS Daniel Sokol, *Sr. Project Engineer*

RELEVANCE Federal and Local Funding Compliance, Public Outreach, Drainage, Utility Relocation

SERVICES CEI, Material Testing, Public Outreach, Grant Fund Management





This project in FDOT District 5 included installation of new sanitary and water mains, widening, resurfacing, and adding sidewalks and drainage improvements of a section of C-466W in

Wildwood, FL. The project included utility relocations (to be coordinated during construction), full depth widening, construction of driveway turnouts, installation of parallel and cross drains, and inlets. The full width of the roadway was resurfaced. Hill also provided public information outreach services to coordinate with local property and business owners along the corridor. Bike lanes and sidewalks were added from CR 209 to US 301. Hill provided on-site CEI of the project, evaluated the contractor's baseline and monthly project schedules, confirmed availability of long lead items, and provided recommendations on how to maintain project progress to meet milestones and deadlines. Hill's team reviewed scope increases and schedule extension requests, assisted in development of change orders, maintained an ODP log, and coordinated site utilities, including preparation of applications. Hill also verified that the contractor was properly updating as-built documents; monitored on-site construction activities; and inspected materials entering into the work in accordance with the plans, specifications, and special provisions to determine that the projects were constructed in reasonable conformity with contract documents. Hill informed the contractor and county of any quality assurance observations related to defects in the work; monitored and inspected the Work Zone Traffic Control Plan; obtained, reviewed, and maintained all test reports and schedule of values; verified requirements for reduction in retainage; and obtained surety consent as needed. Hill responded to and participated in development of punch lists, reviewed request for final inspection, and conducted a field inspection of the project to confirm completion.

This project also included permitting all of the items listed above, providing geotechnical services, and bid document preparation. During the construction phase, the engineer's responsibilities included reviewing and responding to RFIs, reviewing shop drawings, attending construction progress meetings, reviewing construction field issues, preparing record drawings based on contractor as-built drawings, participation in the development and review of punch list items, and addressing and reviewing field construction issues. During warranty phase services, Hill coordinated warranty requests between the County and the contractor, assisted with determination of corrective action of warranty items, and provided notification to the contractor of items requiring warranty action.

Magnolia Drive | Tallahassee, FL

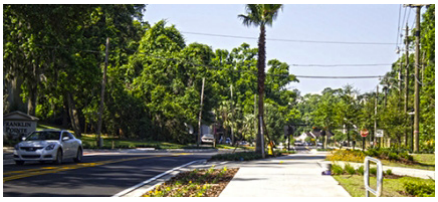
CLIENT INFORMATION
Leon County
Chris Muehlemann, Senior Engineer
1800-3 N. Blair Stone Road, Tallahassee, FL, 32308
Tel: 850-606-1536

PROJECT INFORMATION
Year Completed: 2017
On Budget: Yes
On Schedule: Yes

TEAM MEMBERS Daniel Sokol, *Sr. Project Engineer*

RELEVANCE Ditch Lining, Shared Use Path, Intersection Improvements, Storm Drainage

SERVICES CEI



As a cooperative neighborhood enhancement initiative, Leon County constructed a multi-use 10-foot-wide trail on the south side of Magnolia Drive from South Meridian Street to Pontiac Road. To better align resources and decrease road closure time, the City of Tallahassee used this opportunity to replace aging water and sewer lines along the corridor.

The much-anticipated trail ultimately extended to Apalachee Parkway, providing residents with additional connectivity to area parks, schools, businesses, and shopping districts. The utility upgrades helps ensure the continuation of safe, reliable water and sewer service to area residents for many years.

This $2 million LAP project included funding from multiple sources including FDOT, the City of Tallahassee, Leon County, and Blueprint 2000. The project involved construction of approximately two miles of new 10-foot-wide concrete multi use trail, resurfacing of the roadway, and curb additions. Underground work included new sanitary sewer, new waterline and service connections, and drainage.

Hill's role included full-time inspection on-site, project administration, and coordination between various City of Tallahassee departments, the County, and FDOT. The project also included landscaping and irrigation. Since this was a LAP project, Hill provided resident compliance specialist services which included labor compliance, DBE monitoring, EEO monitoring, and reporting to FDOT. In addition, we supported the County with public information outreach and coordination with local residents.

Palm Coast Parkway 6 Lane Widening Project | Palm Coast, FL

CLIENT INFORMATION	PROJECT INFORMATION
City of Palm Coast Carl Cote, Construction Management and Engineering Division Manager 160 Lake Avenue, Palm Coast, FL 32164 Tel: 386-986-2360	Year Completed: 2016 On Budget: Yes On Schedule: Yes TEAM MEMBERS Daniel Sokol, *Sr. Project Engineer*

RELEVANCE Multiple funding sources, funding compliance, Utility Relocations, Shared Use Path, Drainage

SERVICES Project Management, CPM Scheduling, Inspection, Cost Management, Risk Mitigation



Hill provided project management services to the City of Palm Coast for the widening of Palm Coast Parkway over I-95. Through a LAP agreement with FDOT District Five, the project widened a 1.4-mile section of roadway to 6 lanes, and added pedestrian/bike paths on both sides. The project limits extended along Palm Coast Parkway from Cypress Point Parkway/Boulder Rock Drive to Florida Park Drive.

Widening comprised of adding one lane in each direction to the outside of the four-lane, divided roadway. Work included embankment, drainage, pavement, guardrail, lighting, intelligent transportation system (ITS), and underground utilities. The project also included curb and gutter, sod, landscaping, lighting, and signalization. In addition, the team support streetscape and irrigation, as well as upgrades to stormwater retention ponds and traffic control, including signage, striping, and signalization. The team maintained access to the businesses and residences throughout the corridor for the duration of construction.

DANIEL SOKOL, PE | PROJECT EXECUTIVE

Daniel Sokol has more than 28 years of engineering and managerial experience in the construction industry. He has performed as a Senior Project Engineer on numerous projects for the last 20 years. His projects include roads and highways, bridges, and numerous buildings. He has worked in all positions from Inspector through Senior Project Engineer and understands the requirements and demands of each position and how they must work together to make projects successful. Daniel has contributed to projects for such clients as FDOT and numerous cities and counties throughout the State of Florida. He has participated in all phases of design and construction, including planning, constructability reviews, value engineering, and revisions and redesign during construction to meet unexpected field conditions. Daniel has worked on numerous complex projects across multiple market sectors.

RELEVANT WORK EXPERIENCE

FDOT District 5, D5 Group 175 SR 600 US 17/92 - Poinciana Blvd., Poinciana, FL, Senior Project Engineer

Hill is providing construction engineering and inspection (CEI) services to FDOT in support of the SR 600 US 17/92 from West of Poinciana Boulevard to CR 535 project. This $23.5 million roadway widening project includes widening a 2.2 mile long section of SR 600 US 17/92, from west of Poinciana Boulevard to CR 535. The construction consists of overbuild and full-depth widening of the existing lanes and construction of two new lanes. Construction includes bike lanes in conjunction with the outside shoulders in both directions, a 10-foot asphalt sidewalk on the north side, and a 5-foot concrete sidewalk along the south side. New drainage is installed throughout the corridor, along with four detention basins. Additional construction elements include MSE wall, sound wall, lighting, ITS, pedestrian crossings, traffic signals, signing, and pavement markings. Reference: Ryan Flipse, FDOT Construction Engineer, 407-625-0342 and Ray Gopal, FDOT Construction Manager, 321-229-9993

FDOT District 5, CEI Group 156, Regional Transportation Management Center, Sanford, FL, Senior Project Engineer

This project included the construction of a new 44,000 SF Traffic Management Center building to house FDOT personnel and Florida Highway Patrol Staff. The high tech facility provides traffic monitoring and emergency management services for the Central Florida area, including toll rate management, emergency response, traffic monitoring, and safety services. The project included building construction and fitout, site drainage, and parking areas. Reference: Jonathan Duazo, Project Manager, 386-279-5510; Tammie Andrews, PE, Construction Engineer, 386-279-5509 or 407-687-6234

Availability
20% starting immediately

Education
MBA, Business Administration, Baldwin Wallace College, 2002

BS, Civil Engineering, University of Pittsburgh, 1990

Certificate, OSHA 10-Hour, Occupational Safety and Health

Certificate, OSHA 29 CFR 1926.62, Lead Exposure in Construction

Certificate, OSHA 29 CFR 1918.105, Water Safety, Downing Hazards

Certifications/ Qualifications/Training

Professional Engineer, FL

FDOT QC Manager

FDOT Advanced MOT

FDOT Final Estimates L1

Radiation Safety Officer

FDEP Stormwater Management

FDOT Critical Structures Self Study

FDOT MSE Wall Certificate

FDOT Augercast Pile Certificate

CSX SAFE Training

FDOT District 2, SR 15 Grouping, Senior Project Engineer

This grouping includes four projects including: SR 15 Traffic Signal Update at Ratliff Road (FIN 436066-1); SR 109/University Blvd. Traffic Signal Update (SR 13 to Cesery Blvd.) (FIN 209683-1) ; SR 5/Philips Highway Traffic Signal Installation at Reba Ave. (FIN 435981-1) and SR 212/Beach Blvd. Pedestrian Channelization Barrier (FIN 439589-1). This grouping includes installing new traffic signals and roadway lighting, roadway widening, drainage, sidewalk replacement, pedestrian poles, utility relocations, turn lanes, curb, and channelizing barrier. References: Dan Lahey, PE, Construction Senior Project Manager, 904-497-2509; Brian Kirts, PE, Construction Project Manager, 904-271-1585

FDOT District 2, SR 109 Intersection Improvements (Bartram Drive East to Cesery Blvd.) (FIN 43264816201 & 432648-1-56-01), Senior Project Engineer

This $3.4 million project included milling, resurfacing, and widening of SR 109 (University Blvd.) and SR 10 (Atlantic Blvd.) reconstruction of Lawrence Place. The widening included full-depth reconstruction with Type B stabilization and Type F curb and gutter. Additional improvements included concrete sidewalk, drainage installation, ditch pavement, trench drain, gravity wall, lighting, signing and pavement markings. New lighting was installed through the intersection, as well as new signalization for traffic and pedestrians, and the Closed Circuit Television (CCTV) camera was replaced. The project included water main installation and power installation through Joint Project Agreements (JPAs). Reference: Jessica Tippett, PE, Project Oversight III, 904-360-5504

FDOT District 2, SR 212 Traffic Signal Updates Parental Home Road to Cortez Road (FIN 43240416201), Senior Project Engineer

This $3.8 million project includes roadway widening to include the addition of a turn lane at Parental Home Road, drainage, sidewalk, lighting, signalization, ITS, signage and pavement markings. The work associated with the addition of the turn lane includes full-depth roadway widening to a width of 12’ by excavating and installing an asphalt base curb pad, structural course and friction course asphalt. Type F curb and gutter and sidewalk will also be installed. The roadway will be milled/resurfaced and striped for a 5’ wide keyhole bike lane. New mast arms, signals, loop detectors, electrical services, signal cables and fiber optic cables will be installed. New signals will be installed at 10 intersections through the corridor and new Lighting will be installed throughout the corridor. Reference: Jessica Tippett, PE, Project Oversight III, 904-360-5504

FDOT District 5, CEI Group 148, D5 Group 148 SR 48 (I-75 Ramps to CR 476) and SR 35 (W Cherokee to Noble), Bushnell, FL, Senior Project Engineer

The first project included widening of SR 48 from a two-lane undivided rural roadway to a 5-lane urban typical section from East of the I-75 Ramps to CR 475 (Main Street) in Sumter County. The roadway will consist of two 12-foot travel lanes in each direction, a twelve foot paved two-way center turn lane, bike lanes, sidewalks, and curb and gutter on both sides. The new storm water drainage facilities include more than 10,700 linear feet of pipe culvert consisting of a closed system ranging in size from 18-inches to 48-inches. The second project, SR 35 (US 301), begins south of Cherokee Avenue and ends just north of Noble Avenue in the downtown area of Bushnell. It includes milling and resurfacing of the four-lane undivided roadway and parking shoulders. Reference: Karen Madrid, Project Oversight I, 352-326-7736

JAMES "SANDY" DANIEL, PE | SENIOR PROJECT ENGINEER

Sandy Daniel has over 35 years of engineering and management experience. His background is in a variety of areas with an emphasis on multiple project public transportation construction management and administration. These areas include: Interstate widening and resurfacing, primary and secondary roadway corridor reconstruction, waterfront reconstruction and rehabilitation, bridge rehabilitation (movable and fixed) including lead abatement and painting, and geotechnical and materials engineering (materials evaluation, materials testing, NDT evaluations and destructive testing). Additional areas include: constructability evaluation, environmental engineering (groundwater and soil contamination, remediation, and monitoring; landfill design, construction, and closure; real estate transaction audits); bridge inspection; building condition surveys; construction engineering; construction management; expert witnessing; and failure analysis throughout the Southeast.

Osceola County, Fortune and Simpson Road Improvements, Kissimmee, FL, Sr Project Engineer

This LAP-funded crash reduction safety project contains intersection improvements at Fortune Road and Simpson Road in Osceola County. The project includes roadway widening to accommodate raised medians, additional turn lanes, and bike lanes while converting the rural typical into an urban typical. The intersection improvements include construction of new traffic signal and new pedestrian signal features. The signal phasing will be adjusted to accommodate the new traffic pattern. The project also includes signing and pavement markings, maintenance of traffic, mobilization, clearing and grubbing, and drainage modifications to accommodate for the urban typical. The project consists of safety improvements as well as minor capacity improvements and will be funded from two separate sources, local funds and FDOT safety funds. Daniel is providing project administration and oversight, project documentation, LAP compliance coordination, preparation of estimates and work orders, and overall coordination with Osceola County, FDOT, the Contractor and Engineer of Record. Contract Amount: $39,418,949. Reference: Jacqueline Laracuente, Osceola County Project Manager, 407-460-1458

Florida Department of Transportation (FDOT) District 4, SW 10th Street I-95 to Fla Turnpike/Sawgrass Expressway Connector, Deerfield Beach, FL, Senior Project Engineer

This $850 million limited access connector link project involves the relocation of extensive utilities and local access roadway with multiple interchanges including a 3 level interchange with I-95 that includes express lane connections for both roadways. The design-build project has completed the PD&E stage and as part of the owner's representative team we are providing the scheduling, constructability reviews, construction time, and RFP development. Reference: Vanita Saini, PE, FDOT Project Manager, 954-777-4468

Availability
50% immediately

Education
MBA, University of North Florida, Jacksonville, FL, 1985

BS, Civil Engineering, University of Florida, Gainesville, FL, 1981

Certifications/ Qualifications/Training
Professional Engineer, Florida (33106)

Professional Engineer, Georgia (18317)

General Contractor, Florida (CGC040603)

FDOT QC Manager

FDOT Advanced MOT

Florida Department of Transportation (FDOT) District 4, SW 10th Street Smart Work Zone Implementation, Deerfield Beach, FL, Senior Project Engineer

This $40 million project will implement smart travel zones on six (6) corridors adjacent to the SW 10th Street connector project. This will provide individual signal upgrades, CCTV cameras, vehicle detectors, Dynamic Message Signs, and extensive fiber optic backbone system. As part of the owner’s representative team Hill is providing scheduling, constructability reviews, construction time, and RFP development. Reference: Vanita Saini, PE, FDOT Project Manager, 954-777-4468

Florida Department of Transportation (FDOT) District 2, I-95 at Old St. Augustine Road, Duval County, FL

The improvements under this $3.8 million contract consisted of the construction of auxiliary lanes on I-95 (SR 9) in Duval County from the Old St. Augustine Road interchange to 0.8 miles South of I-295, as well as safety modifications to the I-95/Old St. Augustine Road interchange. The contract also included milling and resurfacing of existing lanes, shoulder treatment, drainage improvements, curb and gutters, traffic signals, barrier wall, guardrail, signing and pavement markings, and other incidental construction on I-95 (SR 9). The ride number for the final surface was 4.1. (Prior Experience) Reference: Phil Bishop, FDOT District 2, 386-397-3825

Florida’s Turnpike Enterprise, Resurface Sawgrass from MP 0.00 to MP 8.17, Broward County, FL, Senior Project Engineer

The project consisted of milling and resurfacing 8 miles of the Sawgrass Expressway. It is a multi-lane (6) high speed Interstate project with super elevated curve corrections. (Prior Experience) Reference: Pete Nissen, Florida’s Turnpike Enterprise (Retired), 954-325-8235

Florida Department of Transportation (FDOT) District 4, SR 710 (Beeline Highway), Palm Beach County, FL, Senior Project Engineer

Senior Project Engineer on this 3R milling and resurfacing project in northern Palm Beach County. The SR 710 project included milling, resurfacing, and the addition of a 5’ paved shoulder for 1.6 miles of the Beeline Highway in Palm Beach County. The contractor utilized the PaveSmart grade control system on the project for all phases of grading, milling, and paving operations. The project also implemented a VECP to utilize mill material (RAP) in the base course for the paved shoulder widening. (Prior Experience) Reference: Debra Ihsan, FDOT District 4, 954-486-1400

Florida Department of Transportation (FDOT) District 2, US 1 from St. Johns County Line to SR 9B, St. Johns County, FL

The improvements under this $2 million contract consisted of the milling and resurfacing of 2.5 miles of a 4-lane divided highway with minor widening and rumble striping. The project was completed in 60% of the contract time and on budget. The ride number for the final surface was 4.2. (Prior Experience) Reference: Phil Bishop, FDOT District 2, 386-397-3825

DANIEL OSET | PROJECT ENGINEER/ADMINISTRATOR

Daniel Oset has 30 years of experience overseeing highly complex road and bridge construction projects including oversight, directing, and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project. On his assignments, Daniel received general instructions regarding assignments and exercises initiative and independent judgment in the solution of work problems. He is responsible for the progress and final estimates throughout the construction project duration; performs internal quality assurance reviews between assignments to promote contract compliance and evaluates CEI staff; provides general management, supervision, and instruction for the CEI Inspection teams; and oversees inspections and testing as required, including but not limited to earthwork, asphalt, concrete, bridge structures, lighting, pavement markings, signing and signalization, and other roadway safety components. Daniel has experience in providing inspection and coordination for numerous toll plaza, parking garage, and commercial buildings including verification of mechanical, electrical, and plumbing (MEP) installations, foundation construction, structural elements, and has reviewed shop drawings and permitting requirements.

Osceola County, Fortune and Simpson Road Improvements, Kissimmee, FL, Project Administrator

This LAP-funded crash reduction safety project contains intersection improvements at Fortune Road and Simpson Road in Osceola County. The project includes roadway widening to accommodate raised medians, additional turn lanes, and bike lanes while converting the rural typical into an urban typical. The intersection improvements include construction of new traffic signal and new pedestrian signal features. The signal phasing will be adjusted to accommodate the new traffic pattern. The project also includes signing and pavement markings, maintenance of traffic, mobilization, clearing and grubbing, and drainage modifications to accommodate for the urban typical. The project consists of safety improvements as well as minor capacity improvements and will be funded from two separate sources, local funds and FDOT safety funds. Daniel is providing project administration and oversight, project documentation, LAP compliance coordination, preparation of estimates and work orders, and overall coordination with Osceola County, FDOT, the Contractor and Engineer of Record. Contract Amount: $39,418,949. Reference: Jacqueline Laracuente, Osceola County Project Manager, 407-460-1458

The Central Florida Expressway Authority (CFX), Capacity Improvements on State Road 417 (Central Florida GreeneWay) from Narcoossee Road to State Road 528 (Martin B. Andersen Beachline), Florida, Assistant Project Administrator

CFX is performing capacity improvements on State Road 417 (Central Florida GreeneWay) from Narcoossee Road to State Road 528 (Martin B. Andersen Beachline) in order to reduce congestion and improve traffic flow.

Availability

100% starting November 2025

Education

Technical Diploma, Civil Engineering Technology, Delhi State University, 1983

Bachelor of Art, Business, Wagner College, 1981

Coursework, Civil Engineering, Valencia Community College, 1992

Certifications/ Qualifications/Training

CTQP Final Estimates Level 1 & 2

CTQP QC Manager

FDOT Advanced MOT

Nuclear Radiation Safety

FDOT Construction Academy

This 4.7-mile project will add a lane in each direction, expanding the expressway from four to six travel lanes. Four noise walls will be built on this segment. CFX will also be milling and resurfacing; relocating the southbound SR 417 ramp plaza to Narcoossee Road upwards 500 feet; and adding wider median shoulders that can temporarily accommodate additional traffic during emergency response events, such as traffic accidents or hurricane evacuations. This is one of five capacity improvements projects on SR 417 between International Drive and SR 528. Reference: Antonio Rodriguez, Sr. Project Engineer for KCA, 407-466- 3719

The Florida Turnpike's QA Program, Florida, QA Manager

Daniel was responsible for system wide construction compliance and administration of the QA Program. Daniel provided constructability reviews, coordination of plan development, contract issue resolution, claims analysis, litigation review support, construction management, and utility coordination services for 500 miles of toll roads used daily by more than two million motorists. New assignments included District warranty coordination of completed jobs for asphalt and bridge related items. The scope of work included setting up communications with the responsible party; approval of work schedule and lane closures; communication of workflow with public information office (POI); monitoring of field warranties to be performed; and reporting, documentation, and completion of work performed into Civil Integrated Management (CIM). Reference: Karen Akers, 954-975-4855

Florida's Turnpike/Florida Department of Transportation (FDOT) District 5, Multiple Roadway and Bridge Projects, Florida, Sr. Road and Bridge Inspector

Daniel was responsible for the inspection and documentation of roadway and bridge activities including: embankment, roadway base, subgrade, and cast-in-place concrete. Duties also included MOT lane closures, inspection of signalization, material sampling and testing, electronic daily reporting, and providing QC review of density logbook. Daniel was also responsible for bridge substructure and superstructure activities with impact pile driving. He provided inspection of the MSE wall and sound walls, including the placement of the auger cast drilled shaft foundations. Reference: Al Stegkamper, Sr. Project Engineer (JBS Engineering Technical Services), 407-383-3955

Florida's Turnpike, CEI Services for I-75 Wildwood Interchange Modification, Northern Terminus (MP309) and I-75 Widening 4 to 6 Lanes, MP 20.8 – SR 44 Design-Build (FIN No. 406110-16201 & 406110-26201), Sumter County, FL, Sr. Bridge Inspector

This project consisted of widening I-75 in both directions, starting at the north end of the District 5 I-75 Widening project to SR 44. In the interchange, there was the merge of the northbound Turnpike to I-75 and the exit to SR 44. There was a very congestive weave to be navigated by motorists. Construction for Turnpike northbound ramp will be channelized for a safer exit to SR 44.Conversely, for the truckers and others at SR 44 which have to traverse south on the I-75 southbound which have to make an abrupt weave to southbound Turnpike, the existing ramp will be extended to carry traffic southbound I-75 and a new ramp will be created as a flyover over I-75 to safely conduct traffic to the Turnpike, southbound. Existing bridge on I-75, northbound and southbound over SR 44 will be modified inside to inside closing the longitudinal space. The ramp will be lengthened northbound from SR 44 to enter I-75. Drainage modifications and ponds were also constructed. Contract Amount: $68,542,000. Reference: Marilynn Schmuki, PE, Sr. Project Engineer (JBS Engineering), 407-493-3334; Jon Ford, PE, FTE Construction Project Manager, 407-264-3020

HERNAN TORTOLERO, PE | PROJECT ENGINEER/ADMINISTRATOR

Hernan Tortolero has 18 years of experience with construction projects specialized in reinforcement concrete structures and roadways development. He specializes in meeting compliance with building code and a commitment to upholding industry standards and regulations, delivering successful, safe, and defect-free projects. Hernan is a critical-thinker, detail-oriented, and a team player. On his assignments he provides quality assurance, organization and time management, strategic communication, and conflict management and resolution. He is proficient in Microsoft Office. Hernan speaks fluent in English and Spanish.

Osceola County Fortune and Simpson Road Intersection Improvements, Kissimmee, FL, Senior Inspector

Hernan is the lead inspector for this $39 million roadway widening and intersection improvement project, totaling approximately 5,200 feet and includes widening, construction of raised medians, extending turn lanes, bike lane construction, and a 6 to 10 foot-wide pedestrian path. Extensive utility relocations include gas, water, electric, telephone and fiber optic. The project includes drainage installation, jack and bore pipe installation, retention pond construction, lighting and signalization. Hernan's duties include inspection, materials testing, coordination for all field activities, documentation, and LAP compliance activities. Reference: Jacqueline Laracuente, Project Manager, Osceola County, 407-742-0537

Universal Engineering Sciences, Inc., Orlando, FL, Threshold Inspector

Hernan inspected structural steel, post-tension tendons, concrete placement, wood framing, and masonry components for compliance with building codes, structural, and shop drawings. He conducted visual assessments of buildings to determine the condition of structural elements. Hernan assisted in the interpretation of blueprints and other documents related to structure construction. He verified that all materials used in construction met appropriate standards. Hernan promoted high customer satisfaction by resolving problems with knowledgeable and friendly service. He provided written reports detailing inspection results, findings, and recommendations for corrective action or RFIs. Hernan reviewed engineering drawings, technical specifications, and other documents related to the construction project. He assisted in resolving disputes between contractors and subcontractors regarding quality control issues. Reference: Yudenia Maurino, PE, Manager, 321-696-8087 (Prior Experience)

Universal Engineering Sciences, Inc., Orlando, FL, FDOT Inspector

Hernan developed daily observation of construction work for compliance with approved contract drawings specifications. and maintained and

Availability
100% starting November 2025

Education
Bachelor of Science, Chemical Engineering, Universidad De Carabobo Valencia-Venezuela, 2004

Certifications/ Qualifications/Training
Professional Engineer, FL

CTQP Asphalt Paving Level 1 & 2

CTQP Concrete Field Inspector Level 2

CTQP Concrete Field Technician Level 1

CTQP Drilled Shaft Inspection

CTQP Earthwork Construction Inspection Level 1 & 2

CTQP Final Estimates Level 1

CTQP Qualified Sampler Technician

FDOT QC Manager

FDOT Concrete Field Inspector Specifications

FDOT Intermediate Temporary Traffic Control

ACI Concrete Transportation Construction Inspector

ACI Concrete Field Testing Technician Level 1

Structural Masonry Inspector

APNGA Portable Nuclear Gauge Safety

Stormwater Certified Inspector (Florida)

organized on-site project documentation, including inspection and test reports. Additional duties included: performing earthworks inspections, monitoring asphalt pavement in existing and new roadway, executing drill shaft inspection for several FDOT projects and handling material samples according the CTQP Qualified Material Sampler procedures. Hernan prioritized and organized tasks to efficiently accomplish service goals. He performed QC/bridge inspection following the ACI Concrete Transportation Construction Inspection guidelines. Reference: Tyler Hammet, QC Manager, 407-256-1990; Manuel Irrizarry, PE, QC Manager, 407-579-1020

ADRIAN GARCIA | SENIOR INSPECTOR

Adrian Garcia is an experienced construction inspector adept at overseeing complex infrastructure projects. He has managed all aspects of construction inspections, quality control, compliance monitoring, and project administration tasks. His work includes assignments for the Florida Department of Transportation, the Central Florida Expressway, Orlando International Airport, Disney Hotels, and the Orange County School District as well as commercial and residential construction projects. A fluent Spanish speaker, Adrian also brings specialized software skills in Bluebeam-Revu.

Osceola County Fortune and Simpson Road Intersection Improvements, Kissimmee, FL, Inspector

Adrian is performing inspection services for this $39 million roadway widening and intersection improvement project, totaling approximately 5,200 feet and includes widening, construction of raised medians, extending turn lanes, bike lane construction, and a 6 to 10 foot-wide pedestrian path. Extensive utility relocations include gas, water, electric, telephone and fiber optic. The project includes drainage installation, jack and bore pipe installation, retention pond construction, lighting and signalization. Adrian's duties include inspection, materials testing, coordination for field activities, documentation, and LAP compliance activities. Reference: Jacqueline Laracuente, Project Manager, Osceola County, 407-742- 0537

Central Florida Expressway Authority, State Route 417-151, Orlando, FL, Inspector

Adrian was responsible for overseeing all construction operations and coordination between the contractor and FDOT on this 4.5-mile capacity improvement project. The project involved adding a lane in each direction and expanding the expressway from four to six travel lanes, including the addition or a sound wall, adding capacity to the southbound SR4 417 entrance ramp, and Lake Nona Boulevard and modifying the existing configuration of the southbound SR 417 ramp to Narcoossee Road to three left turn lanes and a single right turn lane. Work also encompassed widening median shoulders will be added during construction to temporarily accommodate traffic during emergency response events, such as traffic accidents or hurricane evacuations. Reference: Pete Nissen, PE, Senior Project Engineer, A2 Group, 954-325-8235 (Prior Experience)

FDOT District 5, Legacy and Saddlewood Elementary, Marion County, FL, Lead Inspector

Adrian oversaw all construction operations and coordination between the contractor and FDOT on this project. Work involved the construction of concrete sidewalks and asphalt driveway reconstruction, type D curb,

Availability
100% starting November 2025

Education
Technical Diploma, Criminal Justice, Valencia College, 2019

Certifications/ Qualifications/Training
CTQP Asphalt Paving Level 1 & 2

CTQP Earthwork Construction Inspection Level 1 & 2

CTQP Final Estimates Level 1

Stormwater Certified Inspector (Florida)

type F curb, detectable warning surfaces, signing, and pavement markings. Drainage improvements included storm pipe installation, ditch bottom inlets, mitered end sections, signage, and thermoplastic striping. Other tasks included erosion control, earthwork, clearing, grubbing, and sodding. Reference: Doug Hinton, PE, Deputy County Engineer, Marion County, 352-671-8382 (Prior Experience)

Florida Department of Transportation (FDOT) District 5, Hudson Street, Kissimmee, Osceola County, FL, Lead Inspector

Adrian was responsible for all construction operations on this project, working directly with the contractor and the project owner for this CDBG-funded sidewalk installation project. The project consisted of new paving of 0.25 miles of roadway with curbing, concrete driveway aprons, and a five-foot-wide concrete sidewalk along both sides. Construction activities also included utility relocations, which encompassed removing the existing potable water main and sanitary sewer lines and the installation of a proposed six-inch water main and an eight-inch gravity sanitary sewer on Hudson Street between Ernest Street and Sunny Street. He also over such activities such as clearing and grubbing, earthwork, grading, mailbox relocation, and sodding. Reference: Victor Aponte, Construction Project Manager, Osceola County, 407-518-2358 (Prior Experience)

Florida Department of Transportation (FDOT) District 5, SR 44 & Canal Street, City of New Smyrna, Volusia County, FL, Lead Inspector

Adrian oversaw construction operations and coordination between the contractor and the project owner on this traffic signal installation project. The project involved constructing a new traffic signal via drilled shaft foundations, mast arm assemblies, and pedestrian improvements. Work required FDOT District Five permit project on SR 44 at Canal Street/Fire Station No. 50. Other improvements included reconfiguring the traffic median on SR 44 for the turn lane extension, sidewalk improvements, crosswalk striping, pedestrian signals, directional bores, and signing. Reference: Kyle Fegley, City Engineer, New Smyrna Beach, 386-547-1159 (Prior Experience)

City of Orlando/FDOT District 5, Lead Quality Control (QC) Technician

Adrian served as Lead QC Technician on a variety of roadway projects for FDOT. Specific project experience included:

- **FDOT District 5, E8Q38 Direct Connect Ramps/SR 400 and SR 91 (Express Lane) (437166-2-52-01), Lead QC Technician.** Responsibilities included observation of construction for various structural components, testing of structural concrete for bridges, concrete pavement, and barrier walls, monitoring samples of material for lab testing and administering tests to verify compaction and density.
- **FDOT District 5, E8R65 Turnpike AET Phase 8 (431737-1-52-01), Lead Technician:** Adrian's responsibilities included observation of construction for various components, soil sampling, earthwork testing on embankment and testing of structural concrete, monitoring samples of material for lab testing and administering tests to verify compaction and density.
- **FDOT District 5, T5642 Add Lanes and Reconstruction SR 46 (240200-3- 52-01), Lead QC Technician.** Adrian's responsibilities included observation of construction for earthwork testing on drainage and roadway.

CSIGeo
Geotechnical • CMT • CEI

Jeffrey Hawkins
CEI Inspector

EDUCATION

- Pontiac Central High School
- Michigan State Firefighting Academy
- Oakland Community College
- Eastern Michigan University
- Cleary College
- Various trades & technical institutions

CERTIFICATIONS

- Michigan Residential Contractor

- Final Estimates 1 (CTQP)
- Asphalt Paving Level 1 & 2 (CTQP)
- Earthwork Level 1 (CTQP)
- ACI Concrete Field-Testing Technician Level I
- FDOT Concrete Field Technician Level I (CTQP)
- Advanced Maintenance of Traffic
- FDEP Stormwater Sedimentation & Erosion Control Inspector
- FDEP Stormwater Operator Level 1
- IMSA Traffic Signal Technician Level 1
- IMSA Traffic Signal Inspector Level 1
- APNGA Portable Nuclear Gage Safety
- USDOT Hazmat Certification Class

FDOT SELF STUDY
Construction Math

OTHER TRAINING

- 40 Hr HAZWOPER Exp 10/22/2021
- GWI – RWP & E.I.C Annual Training
- OSHA 510 for Construction Industry
- Hazmat Operations (EMS)
- Hazmat Awareness (EMS)

FEMA
FEMA Professional Development Series

TIN: H252-420-65

AVAILABILITY
100% Available

Mr. Jeffrey Hawkins served in the public City of Pontiac, MI Fire Emergency Rescue Service retiring as Fire Chief after 25 years of service. During his years with Fire Rescue, he was the Emergency Operations Coordinator which involved the management, administrative, budget, and collaborating with other agencies to ensure an organized response to meet the needs of the service area. Mr. Hawkins has performed both Residential and Commercial Insurance Restoration as a General Contractor in the State of Michigan.

PROJECT EXPERIENCE

Fortune/Simpson Rd Int. Improvements, Osceola Co. BOCC, Kissimmee, FL
CEI Inspector: Project length is a total of 6,800 feet (Fortune Road-3,600', Simpson Road-3,200') and consists of roadway widening, raised medians, added turn lanes to increase holding capacity, and bike lanes. Work includes clearing/grubbing, base, drainage modifications, milling/paving, drill shafts, new traffic signals, ITS, signage, lighting, sidewalks, and pavement markings. Project also includes the utility installation/improvements of TOHO Water Authority (water, force main, and reclaimed water distribution) and Kissimmee Utility Authority (new electric poles and underground conduit) throughout the project. Duties include inspection, observation, material sampling/testing, and documentation of construction activities related to earthwork, concrete, and asphalt. Documentation includes density logbook, pay item reporting, DWRs, and daily photos. FIN 443548-1-68-01. Reference: Hill International, Inc., PM Dan Oset (C: 321-229-0813). (03/2024 to Present).

CR 216 (Cathedral Oak Parkway), Clay Co. Public Works, Green Cove Springs, FL
Inspector/Technician: Mr. Hawkins' duties included inspection and documentation of construction activities related to material sampling and testing of concrete and soils. Project was a new 3.3-mile, two-lane roadway from State Road 23 to the intersection of County Road 315 and Maryland Avenue. Work included sub-base, base, asphalt paving, grassed median, striping, signs, bike lanes, and sidewalks. (12/2023 to 03/2024).

Hurricane Idalia Response, FDOT District 2, Perry/Mayo Operations
Debris Site Manager - Lafayette County. Managed and assigned support personnel for all debris sites in Lafayette County. Coordinated the initial setup and management of personnel for each debris site to ensure the smooth operation of trucks operating on site. Duties included compiling, documenting, entering data into spreadsheets, debris tickets, and EDMS programs for FEMA reporting on behalf of FDOT. Assisted in managing support staff operations, locating establishments for operations were completed, and coordinated staff assignments. Reported to, Eisman & Russo Inc. Emergency Management Director Ashley BeBout (904-386-3882) and FDOT PM Taylor Bryd (904-360-5510), (08/2023 to 12/2023) $3,800,147.00.

Residential/Commercial Renovations, Duval & St. Johns Counties, FL
Worked and or supervised the repair, alterations, or demolitions of various projects in and around Jacksonville, St Augustine area. (02/2022 to 08/2023)

State of Michigan / Working residential rehab and new construction.
2010-2022

Clarissa Dellinger

Resident Compliance Specialist



EDUCATION

- H.S. Diploma; Jefferson High School, Shenandoah Junction, WV, 1989

TOTAL YEARS IN PRACTICE 6

TRAINING

- FDOT – Resident Compliance Specialist (RCS) CBT
- FDOT EOC CBT
- GAP Training
- MTN University – Compliance Specialist

PROGRAMS

- Microsoft Office (PowerPoint, Word, Excel, Outlook, Teams)
- FDOT Systems (EDMS, EOC, GAP)
- Adobe Acrobat

TIN D452112715120

PROJECT EXPERIENCE:

FDOT District 7 Districtwide Construction Compliance Services – TWO

Stephanie Galvan/Mary Blasewitz, FDOT, 813-242-2459
Prime MTN Resources (Contract BED000) *(03/2022-Current)*
Prime MTN Resources (Contract BE726) *(08/2021-03/2022)*
Construction Compliance Specialist. Monitors all construction contract compliance requirements, including EEO, Wages, DBE, and OJT. Attends pre-con meeting, coordinates with Contractor on submittals, reviews and analyzes data, tracks all compliance criteria for accuracy and timeliness of submittals, conducts board inspections, conducts labor interviews, tracks and reports DBE participations, monitors trainees, coordinates with CEI team, reviews daily field reports to ensure accuracy and completeness of compliance documentation. Reviews all sublets and supporting subcontracts and rental agreements.

- TWO 29/TWO 75 - FPID 445554-1-52-01– T7474-SR 600 (US92), Hillsborough County. (11/2021 – 10/2022)
- TWO 30/TWO 76- FPID 439829-9-52-01– E7R29-District Wide Pedestrian Lighting, Hillsborough County. (01/2022 – 11/2022)
- TWO 32/TWO 78 - FPID 431821-2-52-01– T7472 - I-275/SR 93 from North of MLK to North Hillsborough, Hillsborough County. (08/2021 – 10/2024)
- Districtwide OJT Monitoring (04/2022 – Current)

Construction, Engineering & Inspection (CEI) Consultant Contracts

Resident Compliance Specialist. Monitors all Federal/State compliance regulations (EEO/Wages (Davis Bacon)/DBE/MBE) for construction. Reviews all sublets and supporting subcontracts and rental agreements.

- FDOT D5 LAP – FPID 445415-2-58-01 – G2L69 – Osceola County - Neptune Rd. Widening South. Rene Laporte, Osceola County, 407-742-0621; Trent Carmichael, HNTB, 407-960-5980.(01/2024-Est Compl 03/2027)
- FDOT D5 LAP - FPID 445415-3-58-01–G2M15- Osceola County – Neptune Rd Widening North. Rene Laporte, Osceola County, 407-742-0621; Trent Carmichael, HNTB, 407-960-5980. (01/2024-Est Compl 04/2026)
- FDOT D5 LAP - FPID 443548-1-58-01–G2H59-Osceola County – Fortune Rd & Simpson Rd Intersection. Rene Laporte, Osceola County, 407-742-0621; Sandy Daniel, Hill International, 904-200-1677. (10/2023-Est Compl 09/2025)
- FDOT D5 LAP - FPID 437474-1-68-01–G1X06-Osceola County - Fortune–Lakeshore Multi-Use Trail from US 192 to Columbia Ave. Rene Laporte, Osceola County, 407-742-0621; Greg Dutton, Carnahan Proctor & Cross, 407-960-5980. (06/2022-10/2024)
- FDOT D5 LAP - FPID 443545-1-58-01–G2559 – Volusia County – Graves Ave. Wayne Jackson, Volusia County, 386-561-8655; Paul Bedard, GAI, 904-574-1989 (11/2022–09/2023)
- FDOT D5 LAP – FPID 436474-3-58-01 – G2740 Marion County Legacy Sidewalk Improvements - Brenda Tsargis, Marion County, 352-671-8686;

Construction, Engineering & Inspection (CEI) Consultant Contracts (cont.)

- FDOT D5 LAP – FPID 436474-2-58-01 – G2738 Marion County – Saddlewood Sidewalk Improvements – Brenda Tsargis, Marion County, 352-671-8686; Randal Stagg, DRMP, 407-362-1227 (11/2022-06/2024)
- FDOT D5 LAP – FPID 434844-1-62-01 – G2M09 – CR42 at SE 182 Turn Lane Addition– Brenda Tsargis, Marion County, 352-671-8686; Randal Stagg, DRMP, 407-362-1227 (01/2024-07/2024)
- FDOT D5 LAP – FPID 443548-1-58-01 – G2H59 - Fortune Rd and Simpson Rd Intersection – Osceola County, Hill International (10/2023-Est Compl 01/2026)
- FDOT D5 LAP–FPID 438980-1-58 – G2478 - Volusia County – Old New York. Wayne Jackson, Volusia County, 386-561-8655 (08/2022-06/2023)
- FDOT D5–FPID 442881--1-52-01–T5737 – Brevard County – SR 518 Milling & Resurfacing. Chris McKenzie, PI, 386-290-9301 (01/2023-06/2023)
- FDOT D5 - FPID 436125-1-52-01–T5742 – Brevard County – I-95 at Wickham Rd Joel Valentin, PI, 407-819-2582 (11/2022-01/2024)
- FDOT D5 – FPID 443544-1-52-01 – T5726 - Brevard County – SR A1A (01/2023-01/2024)
- FDOT D5 LAP–FPID 437802-1-58-01–City of Melbourne–Front Street. Tami Gillen, City of Melbourne, 321-608-7311; Tony Diaz, 863-608-2873. (02-2022-10/2022)
- FDOT D5 LAP - FPID 437933-1-68-01–G1Y57 - City of Longwood–Cross Seminole Trail Phase 1 & 2. Eric Nagowski, City of Longwood, 407-263-2395; Tony Diaz, DRMP, 407-362-1411. (06/2022-10/2022)
- FDOT D5 LAP–FPID 437801-1-58-01–City of Melbourne–Pineapple Avenue. Tami Gillen, City of Melbourne, 321-608-7311; Ryan Pellarin, DRMP, 407-376-3845. (08/2021-06/2022)
- FDOT D5 LAP - FPID 443236-1-58-01–City of Daytona Beach - Derbyshire Neighborhood Sidewalks PH 1. Michelle Martin, City of Daytona Beach, 386-671-8632; Virgil Rook, PE, CDM Smith, Inc., 407-468-6240. (06/2021-06/2022)

FDOT District 5 Areawide 12 CEI Contract (CA621) – Prime CDM Smith

Resident Compliance Specialist. Directly supports FDOT monitoring construction contract compliance requirements (including EEO, DBE, Wages, OJT) on construction projects across the District. Coordinates with FDOT personnel, CEI field staff, and contractor to ensure proper and timely reporting and monitoring of those requirements. Reporting responsibilities include:review of certified weekly payrolls, labor interviews, DBE reporting in FDOT Equal Opportunity Compliance (EOC) system; Commercially Useful Function (CUF) reports; On-The-Job Training monthly reports; bulletin board inspections; pre-construction meetings; progress meetings; annual July reports; etc.). Reviews all sublets and supporting subcontracts and rental agreements. *Jennifer Smith, FDOT, (386) 943-5367; Deb Wilson, CDM Smith, (407) 618-1939.*

- FDOT D5 - FPID 441414-1-52-01– SR 15A, Volusia County. (04/2022 – 05/2022)
- FDOT D5 - FPID 439880-7-52-01- SR 426 Lighting Improvements at SR 527 Interchange, Orange County. (04/2022 – 06/2022)

Equal Employment Opportunity (EEO) Administrator - D.A.B Constructors, Inc. Received/ processed all EEO documents to maintain compliance with FDOT contracts; Disadvantaged Business Enterprise (DBE); Equal Employment Opportunity (EEO); On The Job Training (OJT; Payrolls and Wages; Subcontracts. (2018-2021)

KELLY BARRETT | CONTRACT SUPPORT SPECIALIST

Kelly Barrett has more than 16 years of experience in the transportation industry serving as a contract support specialist and inspector. She also brings experience as a grade checker, contract administrator (EEO Compliance), and inspector aide. Her expertise includes sampling, testing, and inspection of materials used in roadway construction; as well as record keeping services for progress and final estimates. Her software skills include SiteManager, CQR, Project Solve, SharePoint, Bluebeam, Adobe, Microsoft Excel, and Microsoft Word. She is also fluent in English and knows limited Spanish.

Availability
100% starting March 2026

Education
High School Diploma

Certifications/ Qualifications/Training
FDOT CTQP Final Estimates Level 1 & 2

FDOT CTQP QC Manager

Central Florida Expressway Authority (CFX), Construction Management/Materials Oversight Services, Orlando, FL, Contract Support Specialist

This five-year program involves major construction projects along state roads and other CFX associated facilities, including construction of limited-access highways and bridges, roadway widening and resurfacing, interchange construction, toll collection facilities upgrades, intelligent transportation system (ITS) installations, safety improvements, landscaping, and lighting. Kelly audits invoices for accuracy and completeness prior to the owner's review and processing, coordinates issue resolution and guides project teams through the invoicing process. Invoices include contractor progress estimates, invoices for the material testing consultant, construction engineering and inspection (CEI), and suppliers. She leads periodic quality assurance (QA) reviews for estimates and invoicing processes for all projects to help ensure compliance with the owner's policies and processes. She participates in periodic management review of processes, evaluates impacts of policy changes, and assists in updating instructions for estimating and invoicing processes, such as drafting and reviewing the Construction Project Administration Manual and SharePoint database. Contract Amount: $4.5 million. Reference: Kim Murphy, Construction Project Administrator, 407-690-5000

Virgin Trains USA, East-West Rail Project, Non Stop Cocoa to Orlando, Brevard and Orange Counties, FL, Contract Support Specialist

Kelly's services for this project included quality control for the contractor to help ensure the 35.5-mile rail project was constructed according to contract requirements. The railroad consists of 14 double-track bridge, 4 single-track bridges, and 3 underpasses; with 5.6 million CY of embankment and 1 million SF of MSE walls. The scope included 40,000 LF of drainage pipe installation and excavation of several retention ponds. The railway crossed many existing roadways including I-95 in Brevard County and connects to a Vehicle Maintenance Facility at the west-end

near Orlando International Airport. Contract Amount: $505 million. Reference: Paul Vittuci, Quality Manager, 407-825-6232

Central Florida Expressway Authority (CFX), State Route (SR) 429 Wekiva Parkway Segment 1B, FL, Contract Support Specialist

Kelly provided contract support for the construction of 2.5 miles of four-lane limited access toll road, an interchange, extension of the fiber-optic network and ITS improvements, two million CY of embankment and six bridges with FL I-Beams, FL U-Beams, and variable depth steel box girders. Contract Amount: $47 million. Reference: Don Budnovich, Director Of Maintenance, 407-690-5000

SunRail, District 5, Vehicle Storage and Maintenance Facility, Track Shift and Noise Wall, FL

Kelly provided services for this 1,700-foot long, 22-foot high design-build noise wall and associated track shift, consisting of staged relocation of 3,300 feet of the 2 mainline tracks. Contract Value: $5.8 million. Reference: Tammi Andrews, Oviedo Operations Construction Engineer, 407-687-6234

Florida Department of Transportation (FDOT) District 5, Group 100: SR 50 Widening from SR 436 to SR 417, FL, Contract Support Specialist/Inspector

Kelly provided services for this project encompassing the widening of SR 50 from 4 to 6 lanes from SR 436 to SR 417 with a cross-over at SR 436 for thru traffic. The three projects, which included reconstruction to a six-lane urban arterial, are on a heavily traveled four-lane east/west highway servicing counties across Florida. The scope of services involved milling, resurfacing, widening, curb and gutter, major bridge construction, utility relocation, signalization, and storm drainage installation. This project included joint project agreements with the City of Orlando and Orange County Utilities. Contract Value: $68.3 million. Reference: Tammi Andrews, Oviedo Operations Construction Engineer, 407-687-6234

JUAN ORSINI

PROFESSIONAL PROFILE

Juan Arturo Pérez Orsini supports field and laboratory operations by conducting geotechnical surveys, soil classification, and simple compression testing, as well as supervising concrete placement and compaction activities. He has experience overseeing the production and testing of asphalt, monitoring hydro-sanitary projects involving water and wastewater systems, and ensuring compliance with civil codes related to grading and drainage. Mr. Pérez Orsini also provides documentation and reporting support, including daily reports, inspection findings, and contract documentation review, helping to ensure projects are executed in accordance with applicable standards and specifications.

PROJECT EXPERIENCE

Airside 3 PCC Rehab MCO, Gate E-31, Orlando FL

This project involves the comprehensive design and construction services necessary to upgrade and modernize existing facilities. Work includes evaluating and documenting existing conditions, developing design alternatives, preparing detailed design documents, and selecting appropriate finishes and materials. The scope also covers life-cycle cost analysis, permitting, verification of as-built conditions, cost estimating, and scheduling. Construction activities encompass demolition, material procurement, installation, quality control, and testing to ensure compliance with standards and performance requirements. The project concludes with commissioning and turnover to operations, delivering fully functional facilities. Successful execution requires close coordination with the Aviation Authority, its consultants, the City of Orlando, and other regulatory agencies with jurisdiction over the work.

ADDITIONAL EXPERIENCE

- City of Orlando Fire Station #06 Orlando, FL

CERTIFICATONS

ACI Concrete Field-Testing Technician—Grade I

Nuclear Gauge Certification

Hazmat Training Certification

FDOT Concrete Field Inspector Specification - Written Exam Requirement

EDUCATION

Bachelor of Science in Civil Engineering Pontificia Universidad Católica Madre y Maestra Santo Domingo February (2018)

EXPERIENCE

1 years

NOEL SHULL B.Sc.

PROFESSIONAL PROFILE

Mrs. Noel Shull is the Technical Deputy Senior Lab Manager with over 35 years of experience in Geotechnical and Materials Testing. She is skilled in Asphalt Testing, Construction, Quality Control, Research, and Quality Assurance. Mrs. Shull has worked on a wide variety of projects, including Schools, FDOT, CFX, Roadways, Turnpikes, as well as architectural and drainage projects. She currently supports both NADIC Engineering Services, Inc. and DEA in providing expert technical oversight and ensuring the highest standards of quality in lab operations and materials testing.

PROJECT EXPERIENCE

Narcoossee Road Widening, Orlando, FL

The Narcoossee Road Widening Project is a four (4) lane to six (6) lane widening of Narcoossee Road from Central Florida Greeneway (SR 417) to the Beachline Expressway (SR 528). The project included asphalt paving, asphalt and concrete trail, curb and gutter, concrete sidewalks and driveways; Upgrades to the City of Orlando reclaimed water main, sanitary force-main relocation; Upgrades to Orange County water main and reclaimed water main.

Neovation Way, Neptune Road to Neocity Way, Osceola County, FL

This project consisted of constructing Neovation Way, a 0.56-mile roadway serving as the main access point to Osceola County's NeoCity technology district, featuring a four-lane divided layout with distinctive gateway design elements, on-street parking, and buffered sidewalks. It also included the installation of a shared-use trail, comprehensive lighting, and hardscaping, all within existing county-owned right-of-way, with designated signalized intersections at both ends.

ADDITIONAL EXPERIENCE

- FDOT Wekiva Parkway #240200-2-5201, Seminole County, FL
- SR 414 Lane Widening, Lakeland, FL
- CFX Project 417-149
- CFX Project 417-150
- FDOT SR-44 #441137-1-5201, Lake County, FL
- SR-600/John Young Parkway, Kissimmee, FL

CERTIFICATONS

OSHA 10
CTQP Asphalt Plant Level 1 & 2
CTQP Asphalt Mix Designer
ACI Aggregate Base
ACI Masonry Laboratory Testing Technician
CTQP LBR Technician
ACI Concrete Strength Lab Technician
ACI Specialty Concrete Lab Technician
Direct Shear Testing for Retaining Wall / Design Build
Radiation Safety Officer

EDUCATION

B.S. Civil Engineering
University of Central Florida
Orlando, FL

Civil Engineering
Valencia College

EXPERIENCE

35 years

SECTION 2

WORK TASK QUALIFICATIONS



WORK TASK QUALIFICATIONS



1. PROJECT UNDERSTANDING AND APPROACH

Hill recognizes that the **Woodside Drainage Improvements Project** is federally funded through the CDBG-MIT program and subject to HUD, FDOT, and City of Kissimmee requirements. As such, our CEI services will not only enforce FDOT standards but also ensure strict federal compliance under 2 CFR Part 200, Davis-Bacon Act (DBA), Section 3, and Buy America provisions. We understand that the City requires a CEI partner capable of delivering technical oversight, regulatory accountability, and initiative-taking stakeholder coordination throughout construction.

Our CEI approach is designed to integrate FDOT's quality assurance framework with the federal conditions of CDBG-MIT funding, ensuring every aspect of the project withstands both engineering and compliance audits.

Key Elements of Our Approach:

- **Quality and Specification Compliance:**
  - Continuous inspection and verification of materials in accordance with FDOT's Materials Sampling, Testing, and Reporting Guide.
  - Field verification of construction activities against the FDOT Standard Specifications for Road and Bridge Construction (January 2022).
  - Enforcement of TOHO utility relocation requirements, FAA phasing restrictions, and erosion control measures per SWPPP/ NPDES permits.
- **Documentation and Pay Item Validation:**
  - Validation of pay item quantities using field books, electronic logs, and integration with the applicable FDOT and City systems.
  - Early preparation of the final estimate package beginning Day 1 to ensure audit readiness, with all documentation tracked contemporaneously.
- **Federal-Aid Compliance Oversight:**
  - Monitoring contractor compliance with DBE/EEO participation, wage interviews, and OJT tracking in line with CPAM Chapter 9.
  - Oversight of Davis-Bacon Act prevailing wage requirements through payroll review and on-site verifications.
  - Enforcing Section 3 (HUD Act) obligations by ensuring contractors provide hiring and subcontracting opportunities to low- and very low-income persons.
  - Implementation of Buy America monitoring, confirming use of U.S.-produced iron, steel, cement, and manufactured products.
  - Certification of contractor E-Verify compliance and submission of required affidavits (Drug-Free Workplace, Public Entity Crimes, Human Trafficking).
- **Risk Identification and Issue Resolution:**
  - Structured issue-resolution framework applying FDOT's escalation process to address conflicts at the field level.
  - Initiative-taking coordination with FAA, TOHO, and the City of Kissimmee to address airport safety restrictions, utility relocation phasing, dewatering permits, and environmental conditions.
  - Real-time identification of potential claims or delays, with early intervention strategies to protect project schedule and budget.
  - Best Practices for Schedule, Time, and Cost Control:



Hill will ensure the airport phases (2–4) are delivered within FAA-approved closure windows by enforcing front-loaded planning, pre-staged materials, and parallel crew operations. CEI staff will track production daily against the CPM schedule and FAA NOTAM limits, authorizing rapid field adjustments to maintain progress. All precast structures, ACB mats, riprap, and utility materials will be staged prior to closures to avoid delays. To control costs, the CEI team will validate pay quantities from day one, monitor force account work, and document all labor and material certifications in SharePoint for real-time transparency. Value engineering opportunities will be evaluated for time and cost savings, while ensuring compliance with FDOT specifications, FAA CSPP requirements, and FDEP permits. This initiative-taking approach guarantees the project remains on time, on budget, and audit-ready throughout the critical airfield phases.

Our CEI Philosophy

Hill's philosophy is to deliver CEI services that provide technical excellence and regulatory assurance in equal measures. We start final estimate preparation on Day 1, ensuring pay records, wage interviews, DBE participation, and material certifications are aligned with federal and FDOT requirements from the outset. This approach eliminates costly reconciliation at closeout, guarantees audit readiness, and upholds the City of Kissimmee's stewardship responsibilities for federal funds.

2. LEADERSHIP AND STAFFING



Our team will be led by **James "Sandy" Daniel, PE,** who has over 40 years of experience working with local agencies, FAA, and FDOT. His expertise covers roadway, bridge, airport, and Federally funded projects, demonstrating proven leadership and technical expertise. He has managed projects totaling over $300 million, including urban arterial widening, interstate interchanges, and environmentally sensitive LAP-funded corridors.





Supporting him are **Project Engineers/ Administrators Dan Oset and Hernan Tortolero, PE,** both with strong FDOT, City and County CEI experience, particularly in Central Florida projects where traffic, utility, and environmental complexities require highly skilled oversight.

Our staffing strategy ensures:

✓	**CTQP-qualified inspectors** for all work elements including earthwork, drainage, asphalt, concrete and materials testing.
✓	**FDEP Stormwater Certified inspectors** who understand Best Management Practices (BMP) for turbidity and erosion control in sensitive areas.
✓	**Dedicated documentation** specialists who provide accurate payroll verification, DBE monitoring, and ECMS compliance.

Hill maintains on-call expertise in Aviation, Contamination, and Stormwater Management to support our project staff as needed. These specialized resources are particularly valuable should environmental contamination identified in the contract documents be found to exceed action levels for the specific contaminant. With this depth of technical support readily available, our team is prepared to respond quickly and effectively to unanticipated environmental conditions while ensuring compliance with regulatory requirements and minimizing project delays.



3. PRE-PLANNING AND CONSTRUCTABILITY REVIEW

Before mobilization, Hill will conduct in-depth preconstruction reviews to mitigate constructability risks. Activities include:

- **Utility coordination meetings:** Confirming relocation schedules, verifying protection of critical facilities (e.g., 30" sewer force main & 16" water main at Osceola Parkway and Hoagland Rd.).
- **CPM schedule review:** Within three days of submittal, Hill will Evaluating the schedules for compliance with Section 108 requirements, validating critical path logic, resource allocations, and weather contingencies.
- **MOT analysis:** Evaluating Lane closure durations, detours, and pedestrian access for compliance with FDOT Index 600-series standards, as well as coordination with airport officials. Hill's experience on Simpson/ Fortune shows how innovative sequencing can reduce traffic impacts dramatically.
- **QA/QC Inspector's Field Manual:** Customized guides with Job Guide Schedules, SWPPP checklists, and field documentation templates, ensuring inspectors focus on pass/fail elements and acceptance criteria.

This structured pre-planning ensures CEI staff are proactive rather than reactive, anticipating contractor challenges before they occur.

4. ENVIRONMENTAL PROTECTION AND BEST MANAGEMENT PRACTICES (BMP)

Hill has extensive experience in environmentally sensitive zones, and our CEI oversight will strictly enforce FDOT and FDEP BMP requirements. Our environmental compliance framework includes:

- **Erosion and Sediment Control:** Installation and inspection of silt fences, turbidity curtains, inlet protection, and staged earthwork sequencing to minimize exposed soil.
- **Contamination Prevention:** Enforcing Section 455 protocols for washouts, requiring secondary containment for fuels, and conducting weekly spill response drills.
- **Turbidity Monitoring:** Using geotagged drone photography to visually inspect creek clarity, supplemented by turbidity meter readings at permitted locations per SWPPP.
- **Restoration and Stabilization:** Requiring contractors to sod and stabilize disturbed areas immediately after grading, in compliance with FDOT Specification 104.

All field activities will be tracked using daily BMP inspection logs, ensuring non-compliance is corrected within 24 hours and documented for audit readiness.

5. TECHNICAL CHALLENGES AND MITIGATION

Environmental and Contamination Management

Challenge: Portions of the project, particularly near Millan Auto Salvage Yard and the historical rail line, present risks of encountering petroleum hydrocarbons, solvents, heavy metals, and arsenic in soil and groundwater. Shallow groundwater (~4–6 ft BGS) may exacerbate mobilization during excavation and dewatering.



While the Phase II Assessment identified these conditions, they were identified as below actionable levels. Due to the time elapsed since the assessment, our project team will be closely monitoring these areas during construction operations.

Mitigation:

- Apply FDOT PD&E Manual Chapter 20 procedures for contaminated media.
- Require soil segregation, sampling, and disposal in Subtitle D facilities unless reuse criteria are met.
- Enforce FDEP Generic Permit for Dewatering (62-621.300 FAC): groundwater discharge must be tested, treated (filtration/carbon), and documented prior to release.
- Mandate OSHA 29 CFR 1910.120 HAZWOPER training for CEI staff overseeing contaminated excavation.
- Prepare a site-specific Health & Safety Plan (HASP) with air monitoring and PPE protocols.
- Log all contaminated soil/water quantities and manifests in SharePoint for transparency and compliance.

Geotechnical Considerations

Challenge: Sandy soil and shallow groundwater increase risks of settlement, trench instability, and sinkhole formation.

Mitigation:

- Conduct excavation with controlled dewatering and trench safety systems (per OSHA Subpart P).
- Monitor subgrade stability daily; trigger contingency stabilization measures (grouting, undercut/replacement) if instability is observed.
- Coordinate with FDOT geotechnical engineers for sinkhole contingency plans consistent with Florida Karst guidelines.

Riprap Installation in Water-Bearing Ditches

Challenge: FDOT Section 530 requires ditch foundations to be dry and compacted; active water compromises compaction, geotextile stability, and stone interlock.

Mitigation:

- Isolate flows with cofferdams, sandbags, and bypass pumping.
- Prepare and compact subgrade in accordance with Section 530-3.1.
- Install anchored geotextile, place riprap in lifts, and choke voids with finer stones per Section 530-3.2.
- Document all foundation prep and placement thicknesses as part of CEI QC records.

Articulated Concrete Block (ACB) Systems

Challenge: FDOT Section 520 requires ACB mats to achieve full foundation contact; water flow can displace filters or lift mats.



Mitigation

- Divert flows via cofferdams or fluming to achieve dry conditions.
- Compact foundation per Section 520-3.1, anchor geotextile, and install mats in the direction of flow.
- Anchor mats with stakes/cables per Index 501/502 Design Standards.
- Inspect for filter continuity, embed transitions, and document compliance through CEI daily reports.

72” Steel Pipe Jack & Bore under Hoagland Avenue

Challenge: Jack-and-bore installation of a 72” steel pipe (1” wall thickness, 143 LF) under Hoagland Avenue requires avoidance of utilities, settlement control, and watertight RCP transitions.

Mitigation

- Perform trenchless installation per FDOT Section 555 from a reinforced jacking pit with continuous alignment monitoring.
- Construct cast-in-place transition structures to tie steel bore to 72” RCP, ensuring watertight seals and hydraulic continuity.
- Coordinate and protect adjacent TOHO utilities (16” reclaim, 20” force main) with encasements/supports as necessary.
- Document bore settlement monitoring and utility clearances in CEI logs.

Dust Control for Earthwork and Hauling

Challenge: Earthwork and hauling generate dust, which is an FAA FOD hazard and an FDOT air quality concern.

Mitigation

- Deploy water trucks for continuous haul road and stockpile suppression.
- Stabilize haul routes with compaction and stone topping.
- Cover/tarp stockpiles and enforce site-wide speed limits.
- Perform daily dust inspections with airport representatives.
- Ensure compliance with FDOT Section 120, Section 102, and FAA AC 150/5370-10.

TOHO Utility Relocations

Challenge: Relocating 16” DIP reclaim and 20” PVC DR18 force mains while maintaining service continuity in a utility-dense corridor.

Mitigation

- Implement isolation of the area to be adjusted via: line stops, bypass pumping and HDPE temporary lines.
- Use valve-to-valve testing (AWWA C600/C651) with TOHO witnessing.



- Stage construction to maintain emergency and residential access (MOT per FDOT/TOHO).
- Prepare sealed record drawings with surveyed as-builts for TOHO acceptance.

Note: the proposed project TEAM recently completed $14 Million of 16" and 30" Utility System upgrades for TOHO on the Fortune/Simpson Rd Project. There were multiple adjustments and offsets as detailed on this project.

6. DOCUMENTATION AND COMPLIANCE

Hill's CEI team will manage all documentation using FDOT's Electronic Construction Management System (ECMS) or LAP-approved alternatives. Our documentation practices include:

- **Daily Work Reports (DWRs):** Logged electronically and tied to pay item records.
- **Monthly Pay Estimates:** Supported by inspector field measurements, MAC system validations, and contractor submittals.
- **DBE/EEO/OJT Compliance:** Payroll verifications, labor interviews, and DBE Commercially Useful Function (CUF) validations per 49 CFR Part 26.
- **As-Built Verification:** Monthly reconciliation of contractor redlines with CEI field logs to prevent delays at final acceptance.

All documentation will be audit-ready at any time, ensuring seamless compliance with FDOT and FHWA oversight.

7. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

Hill's QA/QC plan integrates oversight at every level of inspection and documentation. Key components:

- Independent QA spot-checks performed by the Senior Project Engineer to verify compliance with the applicable acceptance criteria.
- Monthly status reports summarizing test frequencies, deficiencies, corrective actions, and audit readiness.
- Weekly QA/QC document audits, ensuring consistency with CPAM Chapters 4 and 10.
- Final QA/QC audit simulating FDOT District or FHWA review to ensure closeout readiness.

By embedding QA/QC from mobilization to closeout, Hill ensures high-quality deliverables and minimizes rework or audit findings.

8. COMMITMENT TO PROJECT SUCCESS

Hill's CEI commitment is grounded in four pillars:

Safety, Quality, Value, and Time



Our staff will:

Enforce rigorously MOT safety standards, protecting workers, motorists, and pedestrians.

Monitor budget impacts and recommend value engineering solutions to reduce costs.

Maintain transparent communication with the City of Kissimmee, Osceola County, Grant Coordinators, and community stakeholders through newsletters, flyers, and weekly meetings.



Ensure construction quality aligns with the City's intent, minimizing future maintenance needs.

Track schedule progress with production graphs, critical path monitoring, and contractor recovery plans.

Our holistic CEI approach ensures projects are delivered safely on time, under budget, and with the confidence of all stakeholders.

9. PROJECT-SPECIFIC INTEGRATION–WOODSIDE DRAINAGE IMPROVEMENTS PHASE 2

Hill's CEI approach will be directly applied to the Woodside Drainage Improvements Phase 2 project, located between Shingle Creek (Sta. 96+80.00) and Heron Ditch (Sta. 144+10.00), with a total project length of approximately 4,730 LF (0.90 miles). Plans prepared by RS&H, Inc. and the City of Kissimmee Public Works Department reference the FDOT January 2021 Standard Specifications and FY 21-22 Standard Plans for Road Construction. Our CEI staff are familiar with these standards and will ensure all contractor work is executed to FDOT and Local Agency requirements.

Key technical components include:

- Installation of approximately 1,946 LF of 72" RCP culverts, including 134 LF jack & bore, with strict compliance to FDOT Section 430 and 555.
- Construction oversight of 9 J-7 manholes (>10'), 1 P-7 manhole (<10'), multiple endwalls, and mitered end sections ranging from 15" to 72".
- Drainage protection via riprap ditch lining (3,789 TN), articulating concrete block (ACB) revetment (1,098 SY), and 2,733 TN bedding stone, with CEI verification of proper placement and embedment per FDOT Section 530.
- Roadway and multi-use trail reconstruction with SP-9.5 structural course (TL-B), FC-12.5 PG 76-22 friction course (TL-C), and RAP controls (≤35% SP, ≤15% FC) per FDOT Section 334.

Environmental BMP integration includes:

- Monitoring of 9,235 LF of sediment barriers, 45 LF floating turbidity barriers, 25 LF staked turbidity barriers, 684 SY rolled erosion control products, and 6 inlet protection systems.
- Dewatering oversight to ensure compliance with FDOT Section 104, requiring discharge water to be free of visible soil and without creating ponding.
- Protection of adjacent trees and vegetation with fencing and CEI inspections for compliance with Kissimmee standards.



Contamination management will be critical, given:

- Low-level petroleum and auto salvage contamination near the Milan Auto Salvage Yard.
- Arsenic-impacted soils between Sta. 104+00 and Sta. 110+00 within Kissimmee Gateway Airport property.
- CEI enforcement of OSHA 24/40-hour HAZWOPER training requirements, and Certified Industrial Hygienist (CIH) review of site-specific Health & Safety Plans.
- Oversight of excavation, segregation, and disposal of contaminated soils to Subtitle D landfills, or reuse as FDOT Section 505 Select Fill where criteria are met.

Maintenance of Traffic (MOT) elements include portable changeable message signs (45 ED), channelizing devices (30 ED), and coordination with the City of Kissimmee, Toho Water Authority, Kissimmee Utility Authority, AT&T, FAA, and Kissimmee Gateway Airport. CEI staff will ensure traffic control measures comply with FDOT Index 600-series and the Manual on Uniform Traffic Control Devices (MUTCD).

By integrating these project-specific requirements into our CEI oversight framework, Hill will deliver a safe, compliant, and high-quality improvement project that meets FDOT standards, protects the environment, and addresses the community's infrastructure needs.

10. AIRPORT OPERATIONS & UTILITY CONFLICT COORDINATION

The Woodside Drainage Improvements Phase 2 project requires extensive coordination with the Kissimmee Gateway Airport and multiple utility owners due to the project's alignment and proximity to critical aviation and municipal infrastructure. This section details the technical aspects of CEI oversight for airport phasing and utility conflict resolution, referencing FDOT Standard Specifications for Road and Bridge Construction (January 2022 Edition), CPAM documentation protocols, and City of Kissimmee construction requirements.

Airport Phasing Oversight

Due to the project's location adjacent to and within the influence of Runway 15/33 at the Kissimmee Gateway Airport, strict phasing and FAA coordination requirements are imposed. CEI oversight is essential to ensure contractor operations are sequenced in compliance with airport operational safety requirements.

Phase 1 **Outside Airport Fence:** All clearing, grading, and drainage improvements conducted outside the Airport Operations Area (AOA). CEI inspectors will confirm no contractor equipment or materials encroach into the AOA. Runway 15/33 operations remain unaffected.

Phase 2 **MALSR Rail Area (10 Days):** Work within the Runway 15/33 MALSR rail system requires the MALSR to be NOTAM'd out of service. CEI staff will verify NOTAM issuance, coordinate with ISM Operations with a minimum 72-hour notice and ensure secure maintenance of the AOA perimeter fence. CEI inspectors will confirm all construction activities remain outside the Runway Object Free Zone after each work shift and that FAA lighting infrastructure is protected until reactivation approval is granted.



Phase 3 **Airfield Work (30 Days):** This phase involves construction activities within the Kissimmee Gateway Airport limits, requiring strict FAA coordination and advance notification. CEI inspectors will verify that closure devices, barricades, and staging areas are properly established, and that no open trenches remain within the Runway Safety Area (RSA) during active runway operations. Oversight will include monitoring contractor compliance with 72-hour advance notifications, staging of materials and equipment outside restricted zones, and adherence to Foreign Object Debris (FOD) control measures. CEI staff will also confirm compliance with the ISM-approved sequencing of jack & bore operations, drainage installation, manhole connections, grading, and erosion/sediment controls. In addition, In case of any contamination found, CEI oversight will ensure that all arsenic-impacted soils are handled in accordance with the CIH-approved Health and Safety Plan and that only HAZWOPER-trained personnel perform excavation. Before reopening, CEI inspectors will document and verify contractor compliance with all FAA AC 150-5370-2G and ISM directives to maintain both safety and operational integrity.

Phase 4 **Runway Safety Area (20 Days):** This phase requires a full closure of Runway 15/33, with closure barricades and lighted closure markers in place. CEI inspectors will confirm installation of closure devices, staging of contractor equipment outside the Runway Safety Area (RSA) at the end of each shift, and ISM-approved sequencing of unsuitable material excavation, drainage installation, fill placement, grading, and stabilization BMPs. CEI oversight will ensure the contractor documents and comply with all FAA and ISM directives before reopening the runway.

Utility Conflict Matrix

The project corridor contains multiple utility crossings and adjacencies that require coordinated oversight to avoid service disruptions and structural conflicts. CEI inspectors will maintain a Utility Conflict Log within ECMS to document findings, resolutions, and approvals from utility owners. The following matrix summarizes anticipated conflicts and CEI mitigation responsibilities:

LOCATION (STA.)	UTILITY	CONFLICT/RISK	CEI OVERSIGHT & MITIGATION
104+00 – 110+00	City Water / Sanitary Sewer	Crossings with proposed 72” RCP culverts and manholes	CEI to confirm utility locates, enforce bedding/separation requirements per FDOT Spec 430, and maintain daily redline updates.
Osceola Pkwy Area	KUA Electric / AT&T Fiber	Conflict with drainage structures, grading, and jack & bore alignment	CEI to verify potholing, coordinate relocations, log adjustments, and confirm protective conduits.



LOCATION (STA.)	UTILITY	CONFLICT/RISK	CEI OVERSIGHT & MITIGATION
MALSR Rail System	FAA Lighting Infrastructure	Direct impact during drainage and grading activities in MALSR zone	CEI to confirm FAA deactivation, document contractor activities, and verify FAA inspection/approval prior to reactivation.
General Drainage Runs	Toho Water Authority	Parallel alignment with proposed culverts and structures	CEI to oversee clearance measurements, protective fill placement, and utility coordination meeting minutes.

Key CEI Responsibilities

- Maintain a Utility Conflict Log in ECMS with daily inspector entries and utility owner signoffs.
- Document airport operational coordination, including NOTAM closures, ISM approvals, and reactivation signoffs, in Daily Work Reports.
- Verify MOT compliance per FDOT Index 600-series and MUTCD requirements, with particular emphasis on phasing during Runway closures.
- Inspect BMPs daily in proximity to utilities and airfield infrastructure to confirm erosion and turbidity controls remain effective.
- Provide weekly status reports summarizing phasing compliance, utility resolutions, and any deviations requiring corrective action.

11. CRITICAL DRAINAGE AND TRAIL IMPROVEMENTS

72” RCP Jack & Bore Installation

The backbone of the drainage upgrade is the installation of 72” Reinforced Concrete Pipe (RCP), including 134 LF constructed by the jack & bore method. This trenchless method allows for installation beneath existing roadways and facilities without disruption. CEI inspectors will:

- Verify bore pit excavation, shoring, and compliance with safety standards.
- Confirm watertight pipe joints, grouting, and alignment to design invert.
- Inspect bedding placement and compaction in accordance with FDOT Section 125.
- Document line/grade with survey checks to confirm hydraulic performance.

This installation is critical to increasing system conveyance and mitigating localized flooding.



Ditch Cross-Section Enhancement with Riprap and Articulated Concrete Block (ACB)

The project includes reconstruction of the drainage ditch using a new cross-section template designed to manage increased stormwater volumes. Stabilization will be provided through riprap and articulating concrete block (ACB) systems.

- **Side Slopes:** Flattened to 3:1 or gentler to provide long-term stability.
- **Riprap Lining:** 3,789 TN of riprap placed with 2,733 TN bedding stone. CEI inspectors will verify compliance with FDOT Section 530:
  - Stones placed to thickness specified on plans and not less than 1.25 times maximum stone size.
  - Riprap keyed a minimum of 12” below channel grade to resist sliding or undermining.
  - Placement performed to produce dense, well-graded interlock, avoiding large voids.
  - Geotextile filter fabric installed beneath per FDOT Section 985.
- **ACB Revetment:** 1,098 SY installed in high-velocity zones. CEI inspectors will enforce FDOT Section 522 requirements:
  - Blocks placed on prepared bedding layer to achieve full surface contact.
  - Mechanical interlock and tie cables/ anchors installed per manufacturer and FDOT spec.
  - Edges secured with cutoff trenches to prevent displacement.
  - Voids between blocks filled with grout or stone per design.
- **Hydraulic Function:** CEI will field-verify that ditch depth, width, and slope meet design template, ensuring maximum conveyance and compliance with FDOT Drainage Manual hydraulic performance criteria.

These stabilization measures will ensure long-term channel durability and protection against scour, erosion, and high-velocity flows.

New Multi-Use Trail

The project incorporates a new multi-use pedestrian/bicycle trail that complements the drainage improvements while serving the community’s multimodal needs.

- **Trail Section:** 1.5” SP-9.5 asphalt surface, 5” Optional Base Group 2, and 12” Type B stabilization.
- **Side Treatments:** 2-foot sodded shoulders with ADA-compliant driveway and intersection transitions.
- **Drainage Compatibility:** Trail alignment elevated above design flood stage, with cross-slope and longitudinal slope designed for positive drainage per FDOT Section 522.
- **CEI Oversight:** Inspect compaction and stabilization, verify asphalt spread rates and density, confirm ADA compliance on cross-slopes and transitions, and ensure quality surface finish.



TOHO Utility Relocations

1. Scope of Work

The project covers relocation of water mains, reclaimed water mains, and force mains along Hoagland Blvd, Dyer Blvd, and Kissimmee Trail. Key activities include installation of 16” and 30” DIP reclaimed water mains with line stops and HDPE bypass piping, installation of 30” PVC DR18 force mains with reducers and connections to existing systems, removal of abandoned 6” PVC mains conflicting with stormwater improvements, and implementation of bypass pumping and temporary connections to maintain continuous service.

2. Methodology

- **Pre-Construction Coordination:**
  - Conduct pre-construction meeting with TOHO staff.
  - Verify permits (FDEP for water/sewer systems).
  - Submit shop drawings for review and approval.
- **Utility Verification and Protection:**
  - Perform test holes and field verification of utilities.
  - Coordinate with utility owners.
  - Provide temporary supports for exposed utilities.
- **Bypass and Service Continuity:**
  - Install HDPE bypass piping and line stops as required.
  - Maintain continuous service during tie-ins and relocations.
  - Schedule connections with TOHO personnel present.
- **Pipe Installation:**
  - Install water mains (16” DIP), reclaimed water mains 16” & 30” DIP , and force mains (30” PVC DR18) per TOHO standards.
  - Ensure minimum 36” cover, restrained joints, and correct protective linings.
  - Polywrap and epoxy coatings applied per specifications.
- **Testing and Disinfection:**
  - Pressure test at 150 psi per AWWA C600/C605.
  - Disinfect per AWWA C651; TOHO staff to collect bacteriological samples.
  - All testing valve-to-valve, no testing through valves.
- **Restoration:**
  - Replace roadway, sidewalks, ADA ramps, bollards, and curbs.
  - Restore disturbed swales and ditches with sod.
  - Apply MOT and traffic striping per FDOT and TOHO standards.
- **Record Drawings & Acceptance:**
  - Prepare sealed record drawings with surveyed as-built data.
  - Submit for TOHO acceptance prior to closeout.



3. Possible Challenges & Mitigation

- **Utility Conflicts:** Dense corridor with multiple overlapping utilities (water, gas, fiber, storm drains).
  - **Mitigation:** Advance test pitting, utility coordination, detailed MOT planning.
- **Live Connections:** Shutdowns and connections pose risk of service interruptions.
  - **Mitigation:** Use bypass piping, coordinate outages with TOHO, perform connections under supervision.
- **Dewatering Restrictions:** FDEP and Osceola County permits required; groundwater may be contaminated.
  - **Mitigation:** Monitor discharge water; install treatment (filtration, carbon) if necessary.
- **MOT and Access:** Work on Hoagland/Dyer requires MOT approvals; access must be maintained.
  - **Mitigation:** Develop sealed MOT plan; stage construction to maintain emergency and driveway access.
- **Erosion Control Compliance:** Risk of turbidity increase in swales and wetlands.
  - **Mitigation:** Install silt fences, turbidity barriers, sod stabilization; SWPPP compliance.
- **Record Documentation:** Acceptance delayed if record drawings are incomplete.
  - **Mitigation:** Track construction progress with daily updates; prepare certified as-built drawings.

4. Risk and Mitigation Matrix

Category	Identified Risk	Impact on Project	Proposed Mitigation Measures
Utility Conflicts	Dense corridor with existing water, sewer, gas, electric, telecom, and storm drains.	Potential service disruptions, damage to existing utilities, safety hazards.	Field verifies all utilities; coordinate with owners; use test holes; provide temporary support for exposed utilities.
Service Continuity	Relocation requires shutdowns of mains.	Customer outages, loss of fire protection, TOHO service disruption.	Implement HDPE bypass piping, line stops, and temporary connections; coordinate shutdowns with TOHO; minimize outage durations.
Dewatering Compliance	Groundwater discharge from excavation may contain contaminants.	Regulatory non-compliance, environmental fines, work stoppages.	Obtain FDEP Generic Dewatering Permit; secure Osceola County ROW permit; monitor and test discharge; provide treatment if required.

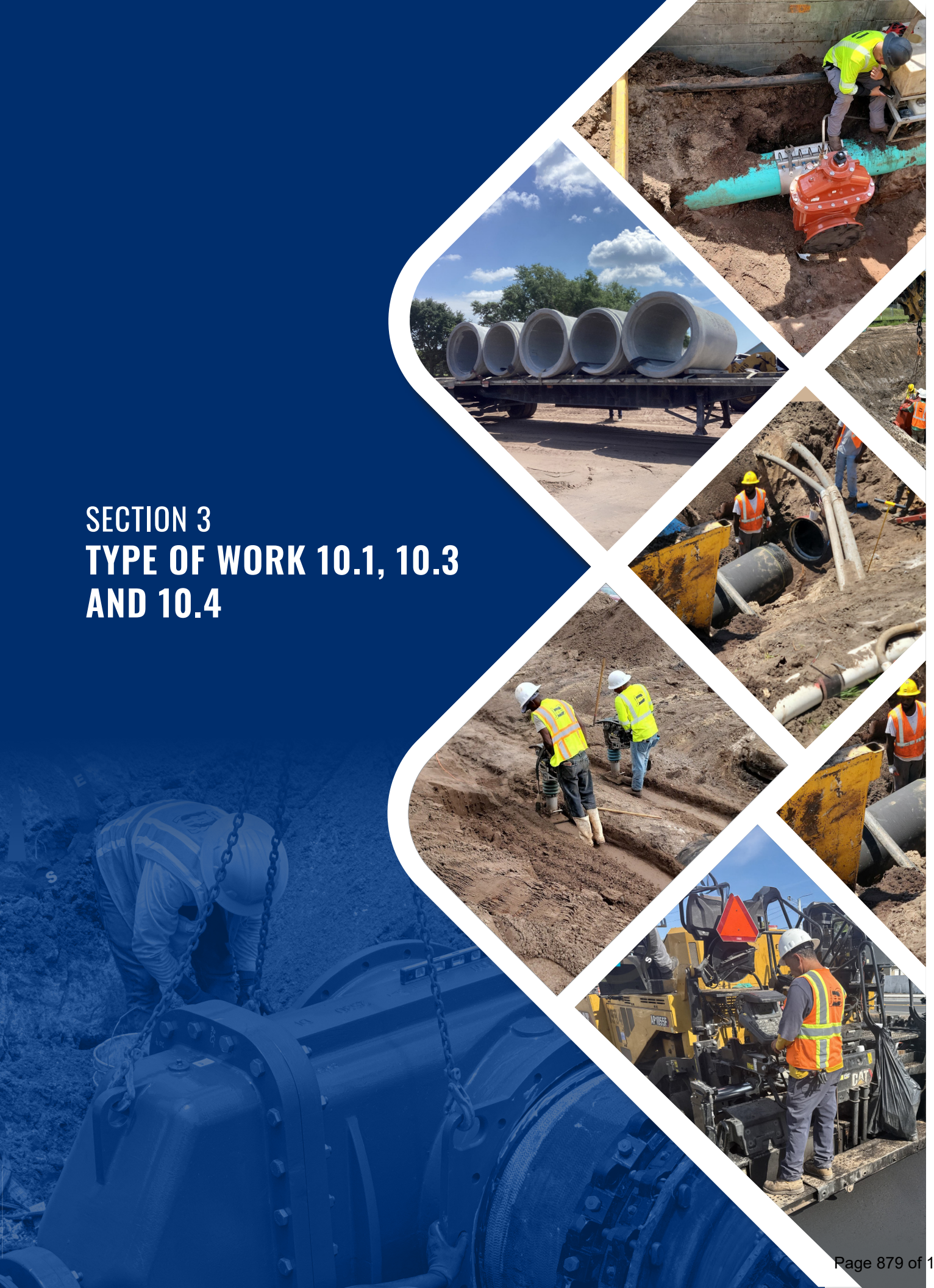


Category	Identified Risk	Impact on Project	Proposed Mitigation Measures
Erosion & Sediment Control	Soil disturbance during excavation near drainage features.	Increased turbidity in swales and offsite wetlands; regulatory enforcement actions.	Install and maintain silt fences, turbidity barriers, sod stabilization, and hay bales; restore swales promptly; comply with SWPPP.
Traffic & Access (MOT)	Construction within Hoagland and Dyer corridors.	Traffic congestion, business/residential access issues, safety incidents.	Submit MOT plans sealed by PE; maintain emergency and local access; notify residents/businesses 7 days and 24 hours prior to closures.
Testing & Acceptance	Improper testing or incomplete record drawings.	Delay in TOHO acceptance and project closeout.	Perform AWWA-compliant pressure and disinfection tests witnessed by TOHO; prepare sealed as-built drawings showing all installed features.

By integrating stormwater conveyance with multimodal facilities, this project achieves both functional flood mitigation and enhanced community mobility.

SECTION 3

TYPE OF WORK 10.1, 10.3 AND 10.4



TYPE OF WORK 10.1, 10.3 AND 10.4



Hill International, Inc. is fully qualified in these three areas. The following prequalification letter from the Florida Department of Transportation attests to our capabilities.

We will be supported by our subconsultants:

- MTN Resources, LLC
- CSI GEO, Inc. – 10.1, 10.3, and 10.4
- CivilSurv Design Group, Inc. – 10.1, and 10.3
- UES Professional Solutions, LLC – 10.3
- Nadic Engineering - 10.1 and 10.3

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 29, 2025

Sokol Daniel, Vice President
HILL INTERNATIONAL, INC.
12740 Gran Bay Parkway W
Suite 2300
Lakeside 2
Jacksonville, FL 32258
danielsokol@hillintl.com

Dear Mr. Daniel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

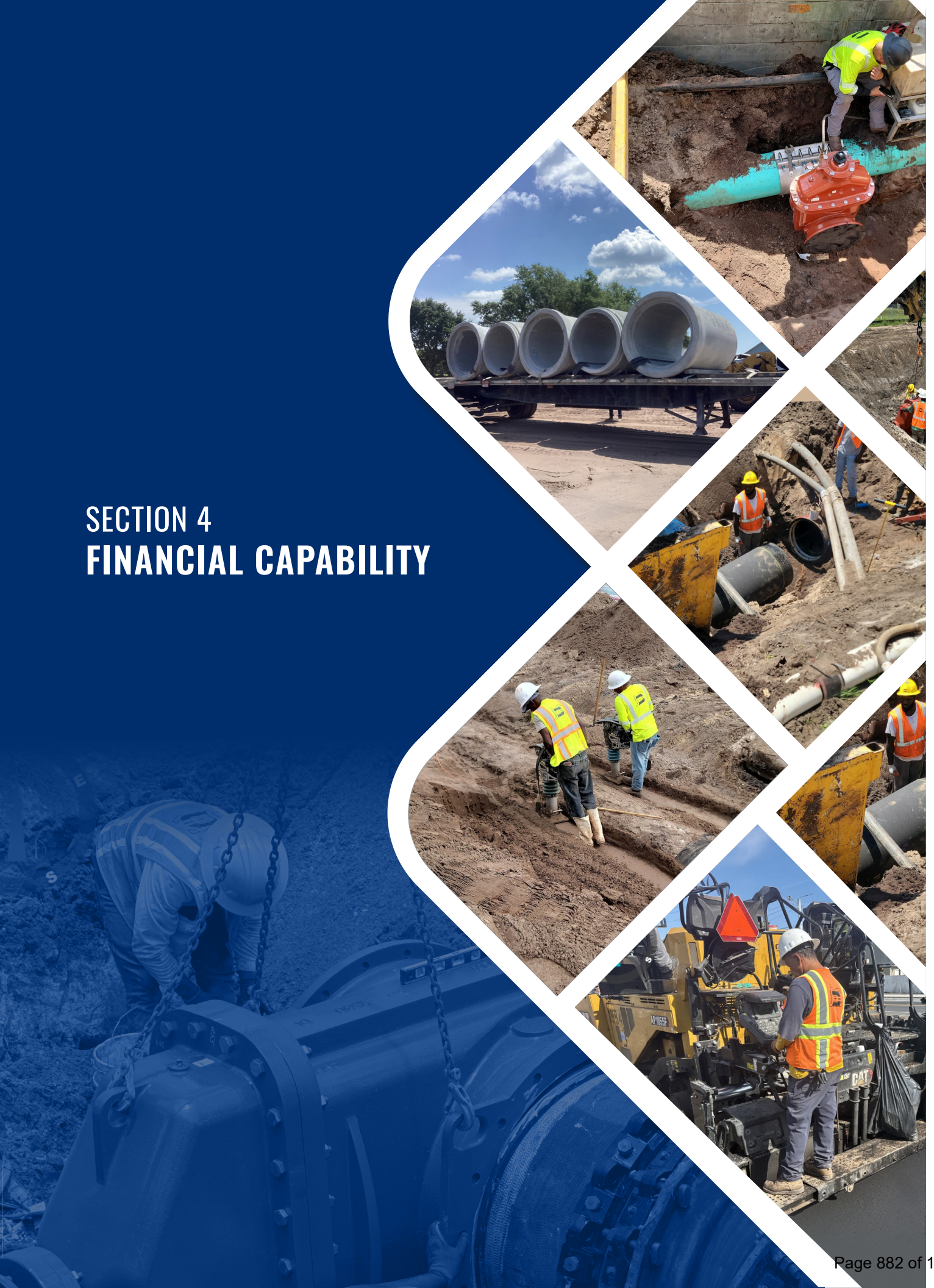
Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
181.88%	111.67%	0.443%	Reimbursed	14.02%	2.99%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

SECTION 4

FINANCIAL CAPABILITY



FINANCIAL CAPABILITY



Founded in 1976, Hill is incorporated in the State of Delaware. Hill is a proud member of the Global Infrastructure Solutions, Inc. (GISI) family of companies. Hill has a history of strong growth in revenue and profitability and high revenue visibility from long-term contracts.

Below is a list of our officers and directors. These are followed by our 2024 and 2023 Financial Statements.

BOARD OF DIRECTORS

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Richard C. Lee

Deborah S. Butera

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Mark Rynning | *Chief Operating Officer*

Jason Thacker | *Interim Chief Financial Officer*

William H. Dengler, Jr. | *Chief Acquisition and Administrative Officer*

Elise Greenspan, Esq. | *Senior Vice President, Chief Legal Counsel and Chief Compliance Officer*

Aileen Schwartz, Esq. | *Senior Vice President, General Counsel Americas and Chief Privacy Officer*

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Senior Vice President, Finance and Accounting

Gregory Heinz
Senior Vice President, Western Region Manager

Brian Jordan
Senior Vice President, Global Growth and Marketing

Luis Lugo, Jr.
Senior Vice President, U.S. Federal, Resiliency and Disaster Recovery

Steven Morris, LEED AP
Senior Vice President, Aviation

Michael Sokorai
Senior Vice President, Global Information Technology

Thomas Spearing III
Senior Vice President, Rail and Transportation

Juan Pablo Villamizar
Senior Vice President

Mark Welling, PE
Senior Vice President, Americas BD Manager

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First Vice President, Mid-West Operations

Eladio Castrodad, PE, PMP, CGC
First Vice President, Southeast Region

Mark Dickinson, PMP
First Vice President

Robert Ferguson, LEED AP
First Vice President, Texas/Southern Operations

Chad Koelling
First Vice President

Michael Mologne, PE, CCM
First Vice President, Washington DC Operations

John Skoury, PE
First Vice President

David Thomas

First Vice President, Pennsylvania/New Jersey Operations

Robert Valerio
First Vice President, Senior Program Manager

VICE PRESIDENTS

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Sami Al-Soufi
Raymundo Balallo, PE
Petrina Bates
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John Bonaparte, PE, PMP, RMP
Ryan Brady
David Briskey, PE
Keith Buchanan, CPE
Phillip Bugg, CCM, LEED BD+C
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Jose Diaz, PE
George Duda, PE
Christian Dunaway
Scott Feldmann
Toby Fritz, PE, CCM, LEED AP
Andres Garcia, PE
Peter Hankovszky
Reky Hiramoto, PE
Jeffrey Hurley
Taylor Hwong
Harry Jarnagan, CCP
George Keeber, PE
John Lehman, PE
Erin Leschak
Junaid Mahoon
Gavin Martin
Darrell McKenzie
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Christopher Miller
M. Reza Mohammadinia, PhD, PE, PMP
Daniel Nagy, PE
Anthony Nassiri-Saatlou
Kenneth Olup, PE
Luis Ortiz, RA, LEED AP
Michael Radbill, PE
William Reagan, PE
Marvin Rogers, PE
F.C. Pierre Rousseau, PMP, MJIQS, LEED AP
David Rupp, AIA
Steven Schlundt
Therese Shearer, PE
Alexandra Smith
Daniel Sokol, PE
Catherine Spillars
Alan Stevens, FRICS
Jonathan Stewart, PMP
Mihaela Stroe, PE, CCM, LEED AP BD+C
Cyril Tatar
Aditya Thakur, PE
David Tiberi, PE, CCM, PMP
Mary Toutounchi, PE
Bernard van de Kamp
Peter Waddell, PMP, LEED AP BD+C
Elizabeth Whalen

Privileged and Confidential

Consolidated Financial Statements and Report of Independent Certified Public Accountants

Hill International, Inc. and Subsidiaries

December 31, 2024 and 2023

Contents

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
Hill International, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Hill International, Inc (a Delaware corporation) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

Grant Thornton LLP is a U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Grant Thornton LLP

Philadelphia, Pennsylvania
March 31, 2025

Hill International, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

December 31,
(in thousands)

	2024	2023
ASSETS		
Current assets		
Cash and cash equivalents	$ 17,378	$ 11,987
Cash - restricted	4,532	2,851
Accounts receivable, net	193,613	140,714
Accounts receivable - affiliates, net	15,344	17,752
Current portion of retainage receivable	8,683	6,790
Prepaid expenses and other current assets	12,518	10,035
Income taxes receivable	14,560	10,816
Total current assets	266,628	200,945
Property and equipment, net	10,657	8,367
Cash - restricted, net of current portion	2,171	4,132
Operating lease right-of-use assets	14,785	11,325
Financing lease right-of-use assets	1,059	1,618
Retainage receivable	6,763	7,539
Acquired intangibles, net	2,900	2,900
Goodwill	41,782	43,156
Investments	1,000	850
Deferred income tax assets	2,286	1,550
Other assets	2,048	1,648
Total assets	$ 352,079	$ 284,030
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Working capital advances from Parent	$ 21,674	$ 13,917
Accounts payable and accrued expenses	82,740	65,025
Income taxes payable	2,853	2,497
Contract liabilities	67,133	25,059
Current portion of operating lease liabilities	5,733	5,656
Current portion of financing lease liabilities	477	539
Other current liabilities	2,532	7,995
Total current liabilities	183,142	115,891
Loan from Parent	-	1,750
Retainage payable	24	485
Deferred income tax liabilities	733	2,936
Non-current operating lease liabilities	12,261	10,822
Non-current financing lease liabilities	624	1,109
Other liabilities	10,183	11,566
Total liabilities	206,967	149,356
Commitments and contingencies (Note 13)		
Stockholders' equity		
Additional paid-in capital	288,339	283,745
Accumulated deficit	(104,549)	(114,371)
Accumulated other comprehensive loss	(11,678)	(6,388)
Treasury stock of 6,807 at December 31, 2024 and 2023	(29,048)	(29,048)
Hill International, Inc. share of equity	143,064	133,938
Noncontrolling interests	2,048	736
Total equity	145,112	134,674
Total liabilities and stockholders' equity	$ 352,079	$ 284,030

The accompanying notes are an integral part of these consolidated financial statements.

Hill International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS

Years ended December 31,
(in thousands)

	2024	2023
Consulting fee revenue	$ 435,223	$ 357,740
Reimbursable expenses	107,103	97,986
Total revenue	542,326	455,726
Direct expenses	372,646	308,505
Gross profit	169,680	147,221
Selling, general and administrative expenses	149,030	158,060
Foreign currency exchange loss	4,456	1,080
Share of profit of equity method affiliates	(1,848)	(1,990)
Operating income (loss)	18,042	(9,929)
Interest and related financing fees, net	6,058	2,399
Other loss	469	1,489
Income (loss) before income taxes	11,515	(13,817)
Income tax expense (benefit)	371	(756)
Net income (loss)	11,144	(13,061)
Less: net loss - noncontrolling interests	1,312	4
NET INCOME (LOSS) ATTRIBUTABLE TO HILL INTERNATIONAL, INC.	$ 9,832	$ (13,065)

The accompanying notes are an integral part of these consolidated financial statements.

Hill International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

Years ended December 31,
(in thousands)

	2024	2023
Net income (loss)	$ 11,144	$ (13,061)
Foreign currency translation adjustments, net of tax	(3,525)	2,093
Actuarial losses from end of service benefit plan, net of tax	(1,765)	(808)
Comprehensive income (loss)	5,854	(11,776)
Less: comprehensive income attributable to noncontrolling interests	1,312	143
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO HILL INTERNATIONAL, INC.	$ 4,542	$ (11,919)

The accompanying notes are an integral part of these consolidated financial statements.

Hill International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

Years ended December 31, 2024 and 2023
(in thousands)

	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock		Hill Share of Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
				Shares	Amount			
Balance - December 31, 2022	$ 276,501	$ (101,429)	$ (7,534)	6,807	$ (29,048)	$ 138,490	$ 593	$ 139,083
Net (loss) income	-	(13,065)	-	-	-	(13,065)	4	(13,061)
Other comprehensive income	-	-	1,146	-	-	1,146	139	1,285
Shared-based compensation expense allocated by Parent	7,924	-	-	-	-	7,924	-	7,924
Miscellaneous adjustments	(680)	123	-	-	-	(557)	-	(557)
Balance - December 31, 2023	283,745	(114,371)	(6,388)	6,807	(29,048)	133,938	736	134,674
Net income	-	9,832	-	-	-	9,832	1,312	11,144
Other comprehensive loss	-	-	(5,290)	-	-	(5,290)	-	(5,290)
Shared-based compensation expense allocated by Parent	4,461	-	-	-	-	4,461	-	4,461
Miscellaneous adjustments	133	(10)	-	-	-	123	-	123
Balance - December 31, 2024	$ 288,339	$ (104,549)	$ (11,678)	6,807	$ (29,048)	$ 143,064	$ 2,048	$ 145,112

The accompanying notes are an integral part of these consolidated financial statements.

Hill International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31,
(in thousands)

	2024	2023
Cash flows from operating activities:		
Net income (loss)	$ 11,144	$ (13,061)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,488	2,599
(Recovery) provisions of bad debts	(4,098)	16,401
Amortization of deferred loan fees	-	46
Deferred tax (income) expense	(4,756)	1,241
Share-based compensation	4,461	7,924
Operating lease right-of-use assets	6,921	3,977
Foreign currency remeasurement (gains) losses	530	4,258
Impairment loss	-	975
Changes in operating assets and liabilities:		
Accounts receivable	(51,215)	(26,286)
Accounts receivable - affiliates	(4,392)	3,276
Prepaid expenses and other current assets	(2,891)	159
Income taxes receivable	(2,692)	(9,854)
Retainage receivable	(1,375)	(2,659)
Other assets	(501)	(841)
Accounts payable and accrued expenses	21,083	(7,689)
Income taxes payable	666	(311)
Contract liabilities	43,118	14,915
Operating lease liabilities	(8,009)	(4,621)
Finance lease liabilities	(60)	(48)
Other current liabilities	(4,261)	(293)
Retainage payable	(461)	136
Other liabilities	(2)	1,127
Net cash provided by (used in) operating activities	6,698	(8,629)
Cash flows from investing activities:		
Payments for purchase of property and equipment	(5,940)	(2,444)
Net cash used in investing activities	(5,940)	(2,444)
Cash flows from financing activities:		
Working capital advances from Parent, net	7,749	7,800
Payments on long-term loan from Parent	(1,661)	(3,895)
Principal payments on finance leases	(549)	(295)
Net cash provided by financing activities	5,539	3,610
Effect of foreign exchange rate changes on cash	(1,186)	(585)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	5,111	(8,048)
Cash, cash equivalents and restricted cash, beginning of year	18,970	27,018
Cash, cash equivalents and restricted cash, end of year	$ 24,081	$ 18,970
Supplemental disclosures of cash flow information:		
Interest and related financing fees paid	$ 3,066	$ 1,301
Income taxes paid	$ 6,681	$ 5,746
Right-of-use assets obtained in exchange for operating lease liabilities	$ 10,290	$ 2,988
Working capital advances from Parent for direct settlement of acquisition expenses incurred by Company	$ -	$ 1,697

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1 - ORGANIZATION AND NATURE OF BUSINESS

Hill International, Inc. and subsidiaries (collectively referred to as the "Company"), a Delaware corporation and a wholly-owned subsidiary of Global Infrastructure Solutions, Inc. (the "Parent"), is a professional services firm that provides program management, project management, construction management and other consulting services primarily to the buildings, transportation, environmental, energy and industrial markets worldwide. Hill International, Inc.'s clients include the U.S. federal government, U.S. state and local governments, foreign governments and the private sector. The Company had approximately 4086 professionals in approximately 93 offices worldwide as of December 31, 2024.

All amounts included in the following Notes to the Consolidated Financial Statements are in thousands, except per share data.

As of January 31, 2024, a portion of the Company's business in northeastern region was transferred to another subsidiary of its Parent. This move encompasses portions of the Company's operations in the State of New York and all of its operations in the State of New England, including its physical office locations in New York, NY; Boston, MA; and East Hartford, CT. There was no monetary exchange for this transaction. This portion of the Company's business accounted for total revenues of approximately $27,777 and $26,647 respectively, for the years ended December 31, 2023 and 2022. The total net assets transferred we $7,925.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Principles of Consolidation

The accompanying consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The consolidated financial statements include the accounts of Hill International, Inc. and its majority owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

The Company and the Parent have elected not to apply push down accounting, and thus the financial statements of the Company continue under its historical balances, with adjustments made to equity for the change in ownership.

The Company has reclassified the prior year financial statement presentation to conform to the current financial statement presentation. These reclassifications have no effect on previously reported net income.

Liquidity

As of December 31, 2024, the Company had $17,378 in its operating bank accounts, working capital of $83,486, and a net cash provided by operating activities of $6,698.

The Company will need to raise additional capital through loans or additional investments from its Parent. As described in Note 13, the Company has a working capital advance arrangement with its' Parent to fund, in part, working capital needs. The Company's Parent may, but is not obligated to, advance the Company funds, from time to time or at any time, in whatever amount they deem reasonable in their sole discretion, to meet the Company's working capital needs.

In connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") Topic 205-40, *Basis of Presentation - Going Concern*, management has the expectation that the Company will have adequate resources, including funding from its Parent, to continue to utilize the going concern basis in preparing the annual financial statements.

Foreign Currency Translations and Transactions

Assets and liabilities of all foreign operations are translated at year-end rates of exchange while revenues and expenses are translated at the average monthly exchange rates. Gains or losses resulting from translating foreign currency financial statements are accumulated in a separate component of stockholders' equity titled accumulated other comprehensive income (loss) until the entity is sold or substantially liquidated. Gains or losses arising from foreign currency transactions (transactions denominated in a currency other than the entity's local currency), including those resulting from intercompany transactions, are reflected in foreign currency exchange loss in the consolidated statements of operations. The impact of foreign exchange on long-term intercompany loans, for which repayment has not been scheduled or planned and permanent equity has been elected, are recorded in accumulated other comprehensive income (loss) on the Company's consolidated balance sheets.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of certain assets and liabilities and the revenue and expenses reported for the periods covered by the financial statements and certain amounts disclosed in the accompanying notes to the consolidated financial statements. Actual results could differ significantly from those estimates and assumptions. The estimates affecting the consolidated financial statements that are significant include revenue calculations, goodwill impairment determination and recoverability of long-lived assets, income taxes, allowance for doubtful accounts, right-of-use assets, operating lease liabilities and commitments and contingencies.

Fair Value Measurements

The fair value of financial instruments, which primarily consists of cash and cash equivalents, accounts receivable and accounts payable, approximates carrying value due to the short-term nature of the instruments.

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value, the Company considers the principal or most advantageous market in which it would transact, and the Company considers assumptions that market participants would use when pricing the asset or liability.

Non-financial assets and liabilities, such as goodwill and long-lived assets that are initially recorded at fair value, will be assessed for impairment, if deemed necessary. Additional information related to the Company's impairment assessment of these assets is included in Long-Lived Assets and Goodwill below.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and investments in money market funds and investment grade securities held with financial institutions. The Company considers all highly liquid instruments purchased with a remaining maturity of three months or less at the time of purchase to be cash equivalents.

Restricted Cash

Restricted cash primarily represents cash collateral required to be maintained in foreign bank accounts to serve as collateral for letters of credit, bonds or guarantees on certain projects. Generally, the cash will remain restricted until the respective project has been completed, which typically is greater than one year.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the balance sheets that sum to the total of the same such amounts shown in the statements of cash flows:

	2024	2023
Cash and cash equivalents	$ 17,378	$ 11,987
Cash - restricted	4,532	2,851
Cash - restricted, net of current portion	2,171	4,132
Total cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	$ 24,081	$ 18,970

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash equivalents and accounts receivable.

The Company maintains its cash accounts with high quality financial institutions, of which certain accounts are in excess of the limit of $250 insured by the Federal Deposit Insurance Corporation. Although the Company believes that the financial institutions with which it does business will be able to fulfill their commitments, there is no assurance that those institutions will be able to continue to do so. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk related to cash and cash equivalents.

The Company provides professional services, under contractual arrangements, to domestic and foreign governmental units, institutions and the private sector. To reduce credit risk, the Company performs ongoing credit evaluations of its clients and requires customary retainers where appropriate.

One client contributed more than 10% to accounts receivable as of December 31, 2024. No single client contributed 10% or more to accounts receivable as of December 31, 2023.

No single client contributed 10% or more to revenue for the years ended December 31, 2024 and 2023.

Allowance for Credit Losses

An allowance for credit losses related to receivables from customers is established based upon historical write-off experience and analysis of aged accounts and adjusted for reasonable expectations of future collection performance, net of estimated recoveries. The Company periodically assesses its methodologies for estimating credit losses in consideration of actual experience, trends, and changes in the overall economic environment. When evaluating the adequacy of the allowance for credit losses, the Company analyzes trade receivables, including retainage receivable, historical bad debts, client credits, client concentrations, current economic trends and changes in client payment terms. If the financial condition of clients were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. Likewise, should the Company determine that it would be able to realize more of its receivables in the future than previously estimated, an adjustment to the allowance would increase earnings in the period such determination was made. The allowance for credit losses is reviewed at a minimum on a quarterly basis and adjustments are recorded as deemed necessary.

Property and Equipment

Property and equipment is stated at cost, less accumulated depreciation and amortization. Depreciation and amortization is provided over the estimated useful lives of the assets as follows:

	Method	Estimated Useful Life
Furniture and equipment	Straight-line	10 years
Leasehold improvements	Straight-line	Shorter of estimated useful life or lease term
Computer equipment and software	Straight-line	3 to 5 years
Automobiles	Straight-line	5 years

The Company capitalizes costs associated with internally developed and/or purchased software systems that have reached the application development stage and meet recoverability tests. Capitalized costs include external direct costs of materials and services utilized in developing or obtaining internal-use software, payroll and payroll-related expenses for employees who are directly associated with and devote time to internal-use software projects. Capitalization of such costs begins when the preliminary project stage is complete and ceases no later than the point at which the project is substantially complete and ready for its intended purpose. Costs for general and administrative, overhead, maintenance and training, as well as the cost of software that does not add functionality to existing systems, are expensed as incurred.

Upon retirement or other disposition of these assets, the cost and related depreciation are removed from the accounts and the resulting gain or loss, if any, is reflected in results of operations. Expenditures for maintenance, repairs and renewals of minor items are charged to expense as incurred. Major renewals and improvements are capitalized.

Retainage Receivable

Retainage receivable represents balances billed but not paid by clients pursuant to retainage provisions in their contracts and will be due upon completion of specific tasks or the completion of the contract. Retainage receivable are classified based on the term of the applicable contract and expectation of when amounts will be received.

Long-Lived Intangible Assets

Acquired definite-lived intangible assets consist of contract rights, client related intangibles and trade names arising from the Company's acquisitions. For intangible assets purchased in a business combination, the estimated fair values of the assets are used to establish the cost basis. These assets are amortized over their estimated lives which range from three to 15 years.

The Company reviews long-lived assets to be held-and-used for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No such triggering events were noted during the years ended December 31, 2024 and 2023.

There were no acquired intangible assets during the years ended December 31, 2024 and 2023

Indefinite-Lived Intangible Assets

Acquired indefinite-lived intangible assets consist of licenses. These intangible assets are not amortized, but rather are reviewed annually, or more frequently if facts or circumstances indicate that the carrying amount may not be recoverable. For the years ended December 31, 2024 and 2023, the Company utilized

a qualitative impairment analysis in determining that it is more likely than not that the fair value exceeds the carrying value.

Goodwill

Goodwill represents the excess of the consideration paid over the fair value of identifiable net assets acquired. Goodwill is not amortized, but instead is subject to impairment testing on an annual basis, and between annual tests whenever events or changes in circumstances indicate that the fair value may be below its carrying amount.

Investments

The Company will, in the ordinary course of business, form joint ventures for specific projects. These joint ventures ("JVs") have historically required limited or no investment and essentially serve as pass-through entities for the Company's normal business operations in certain cases where the Company partners with another company, unaffiliated with the Company, to provide professional services to clients. These JVs generally have no employees and no operations, other than a professional services contract with a single client, in which the contract is fulfilled through vendor contracts between the Company and its JV partners. These JVs do not contain unusual risk, fees or margins, compared to the Company's other existing projects. Any distributions in excess of the Company's billings are accounted for as income when received and are accounted for under the equity method of accounting.

In addition, the Company may make other investments accounted for at-cost.

The Company's total investments at December 31, 2024 and 2023 are as follows:

	2024	2023
RAMPED Metro JV [(1)(2)]	$ 895	$ 757
Other [(2)]	105	93
	$ 1,000	$ 850

(1) The Company has a 45.0% interest in this JV, which was formed for construction management of the Riyadh Metro system in Saudi Arabia.

(2) Includes investments accounted for under the equity method of accounting.

Deferred Financing Costs, Net

Net deferred financing costs include debt discount and debt issuance costs associated with obtaining commitments for financing transactions. Deferred financing costs related to revolving-debt arrangements are reflected in prepaid expenses and other current assets and other assets in the consolidated balance sheets and are amortized on a straight-line basis over the term of the loan.

Contract Liabilities

In certain instances, the Company may collect advance payments from clients for future services. These payments are reflected as contract liabilities in the Company's consolidated balance sheets. Amounts related to active contracts are considered current regardless of the term of the applicable contract. As the services are performed, the Company reduces the balance and recognizes revenue.

Leases

The Company accounts for leases under ASC 842 - *Leases* which requires the Company to recognize lease assets and operating lease liabilities on the Company's consolidated balance sheets for all leases with estimated lease terms of more than one year. See further detail in Note 11 - Leases.

For leases with estimated lease terms of less than one year, the lease expense is recognized on a straight-line basis over the lease term and any differences between the rent paid under the terms of the lease and the straight-line rent expense is recorded as a deferred rent liability. At December 31, 2024 and 2023, deferred rent was $20 and $34, respectively, and is included in other current liabilities and other liabilities in the consolidated balance sheets.

Income Taxes

The Company estimates income taxes in each of the jurisdictions in which it operates. This process involves estimating its actual current tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within the Company's consolidated balance sheets. The Company assesses the likelihood that the deferred tax assets will be recovered from future taxable income and to the extent it believes recovery is not likely, the Company establishes a valuation allowance. To the extent the Company establishes a valuation allowance in a period, it must include an expense within the tax provision in the consolidated statements of operations. The Company has recorded a valuation allowance to reduce the deferred tax asset to an amount that is "more likely than not" (i.e., a likelihood greater than 50%) to be realized in future years. If the Company determines in the future that it is more likely than not to be allowed by the tax jurisdiction based solely on the technical merits of the position, that the deferred tax assets subject to the valuation allowance will be realized, then the previously provided valuation allowance will be adjusted.

The Company recognizes a tax benefit in the financial statements for an uncertain tax position only if management's assessment is that the position is more likely than not to be allowed by the tax jurisdiction based solely on the technical merits of the position. The term "tax position" refers to a position in a previously filed tax return or a position expected to be taken in a future tax return that is reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods.

Revenue Recognition

The Company generates revenue primarily from providing professional services to its clients under various types of contracts. In providing these services, the Company may incur reimbursable expenses, which consist principally of amounts paid to subcontractors and other third parties and travel and other job related expenses that are contractually reimbursable from clients. The Company includes reimbursable expenses in computing and reporting its total revenue as long as the Company remains responsible to the client for the fulfillment of the contract and for the overall acceptability of all services provided.

If estimated total costs on any contract project a loss, the Company charges the entire estimated loss to operations in the period the loss becomes known. The cumulative effect of revisions to revenue, estimated costs to complete contracts, including penalties, incentive awards, change orders, claims, anticipated losses, and others are recorded in the accounting period in which the events indicating a loss are known and the loss can be reasonably estimated. These loss projects are re-assessed for each subsequent reporting period until the project is complete. Such revisions could occur at any time and the effects may be material.

See Note 3 - Revenue from Contracts with Clients for more detail regarding how the Company recognizes revenue under each of its contractual arrangements.

Adoption of New Accounting Standard

In June 2016, Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments* (ASC 326) was issued. This ASU requires entities to measure the impairment of certain financial instruments, including accounts receivables, based on expected losses rather than incurred losses. On January 1, 2023, the Company adopted the new accounting standard and all of the related amendments using the modified retrospective method, which resulted in no cumulative-effect adjustment to net assets. The adoption of this standard did not have a material effect on the Company's financial statements or related disclosures.

NOTE 3 - REVENUE FROM CONTRACTS WITH CLIENTS

The Company recognizes revenue to depict the transfer of promised goods or services to clients in an amount that reflects the consideration to which the Company expects to be entitled in exchange for such goods or services.

Below is a description of the basic types of contracts from which the Company may earn revenue:

Time and Materials Contracts

Under the time and materials ("T&M") arrangements, contract fees are based upon time and materials incurred. The contracts may be structured as basic time and materials, cost plus a margin or time and materials subject to a maximum contract value (the "cap value"). Due to the potential limitation of the cap value, the economic factors of the contracts subject to a cap value differ from the economic factors of basic T&M and cost plus contracts. The majority of the Company's contracts are for consulting projects where it bills the client monthly at hourly billing rates. The hourly billing rates are determined by contract terms. Under cost plus a margin contracts, the Company charges its clients for its costs, plus a fixed fee or rate. Under time and materials contracts with a cap value, the Company charges the clients for time and materials based upon the work performed, however there is a cap or a not to exceed value. There are often instances that a contract is modified to extend the contract value past the cap. As the consideration is variable depending on the outcome of the contract renegotiation, the Company will estimate the total contract price in accordance with the variable consideration guidelines and will only include consideration that it expects to receive from the client. When the Company is reaching the cap value, the contract will be renegotiated or the Company ceases work when the maximum contract value is reached. The Company will continue to work if it is probable that the contract will be extended. The Company will only include consideration for contract renegotiations to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. If the Company continues to work and is uncertain that a contract change order will be processed, the variable consideration will be constrained to the cap until it is probable that the contract will be renegotiated. The Company is only entitled to consideration for the work it has performed, and the cap value is not a guaranteed contract value.

Fixed Price Contracts

Under fixed price contracts, the Company's clients pay an agreed amount negotiated in advance for a specified scope of work. The Company is guaranteed to receive the consideration to the extent that the Company delivers under the contract. The Company recognizes revenue over a period of time on fixed price contracts using the input method based upon direct costs incurred to date, which are compared to

total projected direct costs. Costs are the most relevant measure to determine the transfer of the service to the client. The Company assesses contracts quarterly and will recognize any expected future loss before actually incurring the loss. When the Company is expecting to reach the total value under the contract, the Company will begin to negotiate a change order.

Change Orders and Claims

Change orders are modifications of an original contract. Either the Company or its client may initiate change orders. They may include changes in specifications or design, manner of performance, facilities, equipment, materials, sites and period of completion of the work. Management evaluates when a change order is probable based upon its experience in negotiating change orders, the client's written approval of such changes or separate documentation of change order costs that are identifiable. Change orders may take time to be formally documented and terms of such change orders are agreed with the client before the work is performed. Sometimes circumstances require that work progresses before an agreement is reached with the client. If the Company is having difficulties in renegotiating the change order, the Company will stop work if possible, record all costs incurred to date, and determine, on a project by project basis, the appropriate final revenue recognition.

Claims are amounts in excess of the agreed contract price that the Company seeks to collect from its clients or others for client-caused delays, errors in specifications and designs, contract terminations, change orders that are either in dispute or are unapproved as to both scope and price, or other causes of unanticipated additional contract costs. Costs related to change orders and claims are recognized when they are incurred. The Company evaluates claims on an individual basis and recognizes revenue it believes is probable to collect.

U.S. Federal Acquisition Regulations

The Company has contracts with the U.S. government that contain provisions requiring compliance with the U.S. Federal Acquisition Regulations ("FAR"). These regulations are generally applicable to all of its federal government contracts and are partially or fully incorporated in many local and state agency contracts. They limit the recovery of certain specified indirect costs on contracts subject to the FAR. Cost-plus contracts covered by the FAR provide for upward or downward adjustments if actual recoverable costs differ from the estimate billed under forward pricing arrangements. Most of the Company's federal government contracts are subject to termination at the convenience of the federal government. Contracts typically provide for reimbursement of costs incurred and payment of fees earned through the date of such termination.

Federal government contracts that are subject to the FAR and that are required by state and local governmental agencies to be audited are performed, for the most part, by the Defense Contract Audit Agency ("DCAA"). The DCAA audits the Company's overhead rates, cost proposals, incurred government contract costs and internal control systems. During the course of its audits, the DCAA may question incurred costs if it believes the Company has accounted for such costs in a manner inconsistent with the requirements of the FAR or Cost Accounting Standards and recommend that its U.S. government corporate administrative contracting officer disallow such costs. Historically, the Company has not incurred significant disallowed costs because of such audits. However, the Company can provide no assurance that the DCAA audits will not result in material disallowances of incurred costs in the future.

Disaggregation of Revenues

The Company has one operating segment, the Project Management Group, which reflects how the Company is being managed. The Project Management Group provides extensive construction and project management services to construction owners worldwide. The Company considered the type of client, type

of contract and geography for disaggregation of revenue. The Company determined that disaggregating by (1) contract type; and (2) geography would provide the most meaningful information to understand the nature, amount, timing, and uncertainty of its revenues. The type of client does not influence the Company's revenue generation. Ultimately, the Company is supplying the same services of program management, project management, construction management, project management oversight, troubled project turnaround, staff augmentation, project labor agreement consulting, commissioning, estimating and cost management, labor compliance services and facilities management services. The Company's contracts are generally long term contracts that are either based upon time and materials incurred or provide for a fixed price. The contract type will determine the level of risk in the contract related to revenue recognition. For purposes of disaggregation of revenue, the contract types have been grouped into: (1) Fixed Price - which include fixed price projects and, (2) T&M - which include T&M contracts, T&M with a cap and cost plus contracts. The geography of the contracts will depict the level of global economic factors in relation to revenue recognition.

The components of the Company's revenue by contract type and geographic region for the 12 months ended December 31, 2024 and 2023:

	2024			
	Fixed Price	T&M	Total	Percent of Total Revenue
Americas	$ 11,210	$ 239,754	$ 250,964	46.3%
Latin America	1,456	-	1,456	0.3%
Europe	30,561	69,006	99,567	18.4%
Middle East	1,428	144,008	145,436	26.8%
Africa	7,071	18,065	25,136	4.6%
Asia	12,346	7,421	19,767	3.6%
Total	$ 64,072	$ 478,254	$ 542,326	100%

	2023			
	Fixed Price	T&M	Total	Percent of Total Revenue
Americas	$ 29,656	$ 222,007	$ 251,663	55.2%
Middle East/Asia/Pacific	15,724	78,536	94,260	20.7%
Europe	42,549	35,299	77,848	17.1%
Africa	10,478	21,477	31,955	7.0%
Total	$ 98,407	$ 357,319	$ 455,726	100.0%

The Company recognizes revenue when it transfers promised goods or services to clients in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company exercises judgment in determining if the contractual criteria are met to determine if a contract with a client exists, specifically in the earlier stages of a project when a formally executed contract may not yet exist. The Company typically has one performance obligation under a contract to provide fully integrated project management services, and, occasionally, a separate performance obligation to provide facilities management services. Performance obligations are delivered over time as the client receives the service.

The consideration promised within a contract may include fixed amounts, variable amounts, or both. Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur. We exclude from our measurement of transaction prices all taxes assessed by governmental authorities that are both (i) imposed on and concurrent with a specific revenue-producing transaction and (ii) collected from customers. In estimating the transaction price for pending change orders, the Company considers all relevant facts, including documented correspondence with the client regarding acknowledgment and/or agreement with the modification, as well as historical experience with the client or similar contractual circumstances. The Company transfers control of its service over time and, therefore, satisfies a performance obligation and recognizes revenue over time by measuring the progress toward complete satisfaction of that performance obligation. The Company's fixed price projects and T&M with a cap-contracts, expected to exceed the cap value, generally use a cost-based input method to measure its progress towards complete satisfaction of the performance obligation as the Company believes this best depicts the transfer of control to the client. Under the cost-based measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Due to the nature of the work required to be performed under the Company's performance obligations, estimating total revenue and cost at completion on its long-term contracts is complex, subject to many variables and requires significant judgment.

For basic and cost-plus T&M contracts and T&M with a cap, not expected to exceed the cap, contracts, the Company recognizes revenue over time using the output method which measures progress toward complete satisfaction of the performance obligation based upon actual costs incurred, using the right to invoice practical expedient.

Accounts Receivable

Accounts receivable includes amounts billed and currently due from clients and amounts for work performed which have not been billed to date. The billed and unbilled amounts are stated at the net estimated realizable value. The Company maintains an allowance for credit losses to provide for the estimated amount of receivables that will not be collected. The allowance is based upon an assessment of client creditworthiness, historical payment experience and the age of outstanding receivables.

Contract Assets and Liabilities

Contract assets include unbilled amounts typically resulting from performance under long-term contracts where the revenue recognized exceeds the amount billed to the client. Retainage receivable is included in contract assets. The current portion of retainage receivable is a contract asset.

The Company's contract liabilities consist of advance payments and billings in excess of revenue recognized and are reported as contract liabilities in the consolidated balance sheets.

NOTE 4 - ACCOUNTS RECEIVABLE

The components of accounts receivable and accounts receivable - affiliates reflected in the Company's consolidated balance sheets, are as follows:

	2024	2023
Accounts receivable:		
Billed [1]	$ 129,010	$ 115,769
Unbilled [2]	103,038	78,429
	232,048	194,198
Allowance for doubtful accounts [1]	(38,435)	(53,484)
Accounts receivable, net	$ 193,613	$ 140,714
Accounts receivable - affiliates:		
Billed [3]	$ 10,130	$ 11,759
Unbilled [2]	6,724	7,494
	16,854	19,253
Allowance for doubtful accounts	(1,510)	(1,503)
Accounts receivable - affiliates, net	$ 15,344	$ 17,750

[1] Includes $17,154 and $20,480 related to amounts due from a client in Libya as of December 31, 2024 and 2023, respectively, which were both fully reserved for in the allowance for doubtful accounts. The decrease in the balance at December 31, 2024 from 2023 is due to the collection of accounts receivable.

[2] Amount is net of unbilled reserves.

[3] Includes $1,630 and $1,747 of retainage receivables due from affiliates as of December 31, 2024 and 2023, respectively.

Unbilled receivables primarily represent revenue earned on contracts that the Company has not yet billed for.

The Company determines its allowance for credit losses based on the aging of amounts that have been billed to-date, the client's history, credit, concentration and current economic changes, adjusted for reasonable expectations of future collection performance, net of estimated recoveries. The allowance for credit losses is reviewed, at a minimum, on a quarterly basis and adjustments are recorded as deemed necessary.

Net bad debt (recoveries) expense of ($4,160) and $16,357 are included in selling, general and administrative ("SG&A") expenses in the consolidated statements of operations for the years ended December 31, 2024 and 2023, respectively. During the year ended December 31, 2023, the Company determined that there were uncollectable aged receivables for two clients related to services billed in the prior years. These two clients represented $13,490 of bad debt expense recorded for the year ended December 31, 2023.

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment is stated at cost, less accumulated depreciation. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets based on the type of property and equipment. Upon retirement or other disposition of these assets, the cost and related depreciation are removed from the accounts and the resulting gain or loss, if any, is reflected in direct expense and SG&A on the Company's consolidated statements of operations. Expenditures for maintenance, repairs and renewals of minor items are charged to expense as incurred. Major renewals and improvements are capitalized.

The components of property and equipment are as follows:

	2024	2023
Furniture and equipment	$ 7,534	$ 6,410
Leasehold improvements	10,243	9,723
Automobiles	1,288	1,297
Computer equipment and software	36,255	32,190
Other	948	1,776
	56,268	51,396
Less: accumulated depreciation and amortization	(45,611)	(43,029)
Property and equipment, net	$ 10,657	$ 8,367

The Company's depreciation expense for the related balances were recorded as follows to the Company's consolidated statements of operations:

	2024	2023
Total depreciation expense	$ 3,488	$ 2,548
Portion charged to direct expenses	$ 567	$ 419
Portion charged to SG&A	$ 2,921	$ 2,128

NOTE 6 - INTANGIBLE ASSETS

In 2021, the Company acquired a Grandfathered Engineering Corporation license ("engineering license"), which was determined to have an indefinite useful life. As such, no amortization expense was recorded during the years ended December 31, 2024 and 2023. The engineering license amounts to $2,900 as of December 31, 2024 and 2023.

The Company's client relationships intangible assets are amortized over the estimated life of 10 years. This is fully amortized as of December 31, 2023. Amortization expense related to this intangible asset amounted to $51 as of December 31, 2023 and is reflected in SG&A in the Company's consolidated statements of operations.

NOTE 7- GOODWILL

The following table summarizes the changes in the carrying value of goodwill:

Balance, December 31, 2022	$	42,292
Translation adjustments [1]		864
Balance, December 31, 2023		43,156
Additions		
Translation adjustments [1]		(1,374)
Balance, December 31, 2024	$	41,782

[1] The translation adjustments are calculated based on the foreign currency exchange rates as of December 31, 2024 and 2023.

As of December 31, 2024 and 2023, it was determined that it was more likely than not that the fair value of the goodwill exceeded its carrying value and thus no impairments were recorded. Application of the goodwill impairment test requires significant judgments. The Company's changes in estimates and assumptions could materially affect the determination of fair value and/or conclusions on goodwill impairment in subsequent periods.

NOTE 8 - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

The table below reflects the Company's breakdown of the amounts in accounts payable and other accrued expenses by cost category as of the periods presented below:

	2024	2023
Accounts payable	$ 29,139	$ 26,306
Accrued payroll and related expenses	22,687	17,488
Accrued subcontractor fees	22,721	13,682
Accrued agency fees	4,349	3,966
Accrued legal and professional fees	1,703	1,985
Other accrued expenses	2,141	1,598
	$ 82,740	$ 65,025

NOTE 9 - INCOME TAXES

The effective tax rates for the years ended December 31, 2024 and 2023 were 3.07% and 5.47%, respectively. For the years ended December 31, 2024 and 2023, the Company's effective tax rate differs from the U.S. federal statutory rate primarily due additional uncertain tax positions as well as differences in foreign rates amongst our international operations.

The components of income (loss) before income taxes on the Company's consolidated statements of operations by the United States and foreign jurisdictions were as follows:

	2024	2023
United States	$ (10,649)	$ (5,258)
Foreign jurisdictions	22,179	(8,559)
	$ 11,530	$ (13,817)

Income tax expense (income), as reflected in the Company's consolidated statements of operations, consists of the following:

	Current	Deferred	Total
Year ended December 31, 2024			
U.S. federal	$ (3,123)	$ 6	$ (3,117)
State and local	(1,045)	8	(1,037)
Foreign jurisdictions	7,334	(2,809)	4,525
	$ 3,166	$ (2,795)	$ 371
Year ended December 31, 2023			
U.S. federal	$ (3,528)	$ 20	$ (3,508)
State and local	(1,327)	1	(1,326)
Foreign jurisdictions	1,668	2,410	4,078
	$ (3,187)	$ 2,431	$ (756)

Income tax expense/(benefit) was $371 and ($756) for the years ended December 31, 2024 and 2023, respectively. The following table summarizes the difference between the income tax expense/(benefit) at the United States statutory rate of 21% for both years ended December 31, 2024 and 2023 and the income tax expense at effective worldwide tax rates for the respective periods:

	2024	2023
Statutory federal income tax expense (benefit)	$ 2,421	$ (2,902)
Foreign tax expense	2,865	4,895
Change in the valuation allowance	(1,090)	(1,742)
Net liability additions for uncertain tax positions	305	1,547
State and local income taxes, net of federal income tax expense	(1,078)	(895)
Current Tax Sharing with Parent	(2,121)	(1,194)
Prior period adjustments	(962)	(569)
Other	31	104
Total	$ 371	$ (756)

The tax effect of temporary differences that give rise to deferred tax assets and deferred tax liabilities are as follows:

	2024	2023
Deferred tax assets		
Net operating loss carry forward - U.S. operations	$ 10,145	$ 10,145
Net operating loss carry forward - foreign operations	6,328	8,737
Compensated absences	1,181	1,673
Foreign income taxes on currency translation	(8)	1,168
Share-based compensation	3,725	2,560
Allowance for doubtful accounts	1,495	3,302
Labor contingencies	-	63
Interest limitations	3,384	3,384
Accrued expenses	1,282	1,726
Depreciation	773	491
Other	265	381
Total gross deferred tax assets	28,571	33,630
Valuation allowances	(20,221)	(26,386)
Net deferred tax assets	8,350	7,244
Deferred tax liabilities		
Intangible assets	(4,293)	(4,294)
Prepaid expenses	(792)	(708)
Deferred income	(1,712)	(3,628)
Total gross deferred tax liabilities	(6,797)	(8,630)
Net deferred tax assets (liabilities)	$ 1,553	$ (1,386)

The deferred taxes have been reflected in the Company's consolidated balance sheets based on tax jurisdiction as follows:

	2024	2023
Deferred tax asset	$ 2,286	$ 1,550
Deferred tax liability	(733)	(2,936)
Net deferred tax asssets (liabilities)	$ 1,553	$ (1,386)

In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities and projected future taxable income in making this assessment. Management evaluates the need for valuation allowances on the deferred tax assets according to the provisions of ASC 740, *Income Taxes.* They consider both positive and negative evidence. In making this determination, management assesses

all of the evidence available at the time including recent earnings, internally-prepared income projections, and historical financial performance.

The Company has generated losses in the US since the year ended December 31, 2018. The Company recorded a valuation allowance to materially offset these losses, as the Company has determined that it is more likely than not that they will not be able to utilize a significant portion of its United States deferred tax assets.

The Company continues to evaluate its worldwide cash needs, and as of December 31, 2024, the Company had a partial reinvestment assertion on certain of its unremitted foreign earnings. Generally, the foreign earnings previously subject to the Transition Tax in the U.S. can be distributed without additional U.S. federal tax, however, any such repatriation of previously unremitted foreign earnings could incur withholding and other foreign taxes, if applicable, as well as certain U.S. state taxes when remitted in any given year. At December 31, 2024, the Company has made no provision for federal, state, withholding or other foreign taxes related to these earnings as these taxes are either not applicable or not material. Additionally, the Company's Netherlands subsidiary has a partial reinvestment assertion regarding certain unremitted foreign earnings as well. The Company has made no provision for foreign taxes related to these earnings because the Netherlands entity continues to qualify for the participation exemption whereby certain foreign earnings can be repatriated without any additional tax at December 31, 2024 and 2023.

The Company will recognize a tax benefit in the financial statements for an uncertain tax position only if the Company's assessment is that the position is "more likely than not" (i.e., a likelihood greater than 50%) to be allowed by the tax jurisdiction based solely on the technical merits of the position. The term "tax position" refers to a position in a previously filed tax return or a position expected to be taken in a future tax return that is reflected in measuring current or deferred income tax assets and liabilities for financial reporting purposes. The Company generally is no longer subject to U.S. or state examinations by tax authorities for taxable years prior to 2015. However, net operating losses utilized from prior years in subsequent years' tax returns are subject to examination until three years after the filing of subsequent years' tax returns. The statute of limitations expiration in foreign jurisdictions for corporate tax returns generally ranges between two and five years, depending on the jurisdiction.

The Company's policy is to record estimated interest and penalties related to uncertain tax positions in income tax expense. As a result of previous positions taken, the Company recorded $580 and $778 of interest and penalties in income tax expense as of December 31, 2024 and December 31, 2023, respectively. Cumulative interest and penalties amounted to $2,563 and $1,983 at December 31, 2024 and 2023, respectively, and are recorded as part of Other Liabilities in the Consolidated Balance Sheets.

As of December 31, 2024, the Company is included in the consolidated tax return of its Parent. The Company calculated the provision for income taxes by using the "separate return" method, modified by the benefit of loss rule under ASC 740. Under the separate return method, the Company is assumed to file a separate return with the relevant taxing authorities. The Company's current provision is the amount of tax payable or refundable on the basis of a hypothetical current year separate return however, modified by the benefit of loss rule whereby the Parent utilizes certain income tax benefits of the Company according to a formal tax sharing agreement between the Parent and the Company. Included in the income taxes receivable is an amount due from the Parent as part of a tax sharing agreement. This amount is $11,596 and $6,042 for the years ended December 31, 2024 and 2023, respectively. The Company provides deferred taxes on temporary differences and on any carryforwards that the Company could claim on its hypothetical return, modified for the use of these tax benefits by the Parent. The Company assesses the need for a valuation allowance on the basis of these projected results.

The Company's income tax returns are based on calculations and assumptions that are subject to examination by the Internal Revenue Service and other tax authorities. While the Company believes it has

appropriate support for the positions taken on its tax returns, the Company regularly assesses the potential outcomes of these examinations and any future examinations for the current or prior years in determining the adequacy of its provision for income taxes. As part of its assessment of potential adjustments to its tax returns, the Company increases its current tax liability to the extent an adjustment would result in a cash tax payment or decreases its deferred tax assets to the extent an adjustment would not result in a cash tax payment. The Company continually assesses the likelihood and amount of potential adjustments and adjusts the income tax provision, the current tax liability and deferred taxes in the period in which the facts that give rise to a revision become known.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

General Litigation

From time to time, the Company is a defendant or plaintiff in various legal proceedings that arise in the normal course of business. As such, the Company is required to assess the likelihood of any adverse outcomes to these proceedings as well as potential ranges of probable losses. A determination of the amount of the provision required for these commitments and contingencies, if any, which would be charged to earnings, is made after careful analysis of each proceeding. The provision may change in the future due to new developments or changes in circumstances. Changes in the provision could increase or decrease the Company's earnings in the period the changes are made. It is the opinion of management, after consultation with legal counsel, that the ultimate resolution of these proceedings are not expected to have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Off-Balance Sheet Arrangements

The Company enters into agreements with banks for the banks to issue bonds and letters of guarantee to clients, potential clients and other third parties, mainly for the purposes as follows:

(1) The Company has entered into contracts for the performance of construction management services that provide that the Company receive advance payment of some of the management fee from the client prior to commencement of the construction project. However, the clients require a guarantee of service performance in the form of an advance payment bond. These bonds are evidenced by Letters of Guarantee issued by the subsidiaries' banks in favor of the clients. In some cases, these clients also require a parent company guarantee. The weighted average remaining term the Company entered into such arrangements were 3.4 and 3.3 years at December 31, 2024 and 2023, respectively. And the average term the Company entered into such arrangements were 3.8 years and 3.6 years at December 31, 2024 and 2023, respectively.

(2) The Company may also enter into certain contracts that require a performance bond to be issued by a bank in favor of the client for a portion of the value of the contract. These bonds may be exercised by the client in instances where the Company fails to provide the contracted services. The weighted average remaining term the Company entered into such arrangements was 3.4 years at December 31, 2024, which excludes performance bonds that contain open-ended expiration dates.

(3) Certain clients may require bonds as part of the bidding process for new work. Bid bonds are provided to demonstrate the financial strength of the companies seeking the work and are usually outstanding for short periods. If the bid is rejected, the bond is canceled and if the bid is accepted, the Company may be required to provide a performance bond. The weighted average remaining term of these arrangements were 0.4 year and 1.0 year at December 31, 2024 and 2023, respectively, which excludes bid bonds with open-ended expiration dates.

The maximum potential future payment under these arrangements at December 31, 2024 and 2023 were $180,390 and $110,811, respectively, which primarily includes credit facility arrangements that are denominated in foreign currencies.

Cash held in restricted accounts as collateral for the issuance of performance and advance payment bonds, letters of credit and escrow at December 31, 2024 and 2023 were $6,703 and $6,983, respectively.

NOTE 11 - LEASES

The Company leases office space, equipment and vehicles throughout the world. Many of the Company's leases include one or more options to renew at the Company's sole discretion. The lease renewal option terms generally range from one month to five years for office leases. The determination of whether to include any renewal or early termination options is made by the Company at lease inception when establishing the term of the lease. The Company recognizes right-of-use lease assets and lease liabilities on its consolidated balance sheet for all leases in excess of one year in duration. The lease liability represents the present value of the remaining lease payments, which only includes payments that are fixed and determinable at the time of commencement, over the lease term. The lease term may be adjusted for renewal or early termination options provided in the leases only if it is reasonably certain that the Company will exercise such options. As most of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments.

Rent expense for leases is recognized on a straight-line basis over the lease term from the lease commencement date through the scheduled expiration date for rent payments that are determined to be fixed or are determinable at the lease commencement date. Some of the Company's lease arrangements require periodic increases in the Company's base rent that may be subject to certain economic indexes, among other items. In addition, these leases may require the Company to pay property taxes, utilities and other costs related to several of its leased office facilities. Typically, these amounts for such payments cannot be determined at the lease commencement date, and are identified as variable lease payment, which are expensed as incurred.

Total rent expense for the years ended December 31, 2024 and 2023 included $446 and $1,561, respectively, that was associated with leases with an initial term of one year or less, in addition to variable costs the Company is responsible for paying on all leases.

Rent expense for operating leases is recognized on a straight-line basis over the lease term from the lease commencement date through the scheduled expiration date. Rent expense of approximately $9,556 and $8,711 for the 12 months ended December 31, 2024 and 2023, respectively, is included in either SG&A expenses or direct expenses, as appropriate, in the consolidated statements of operations.

The Company subleases certain real estate to third parties (the "sublessee"). The sublease income recognized for the 12 months ended December 31, 2024 and 2023 was $1,286 and $1,523, respectively, and was recorded as a reduction to SG&A in the Company's consolidated statements of operations. These subleases may require the sublessee to reimburse the Company if they are required to pay property taxes, utilities and other costs related to the leased office facility. These reimbursements are identified as variable lease payments since these amounts cannot be determined at the lease commencement date and are recognized as reduction in expense as incurred.

The following is a schedule, by years, of maturities of lease liabilities as of December 31, 2024:

Year Ending December 31,	Total Operating Lease Payments	Total Financing Lease Payments
2025	$ 6,356	$ 478
2026	5,647	339
2027	3,690	208
2028	2,537	152
2029	1,250	-
Thereafter	46	-
Total minimum lease payments [1]	19,526	1,177
Less: amount representing imputed interest	1,582	76
Present value of lease obligations	$ 17,944	$ 1,101
Weighted average remaining lease term (years)	3.57	2.97
Weighted average discount rate	5.11%	4.49%

[1] Partially includes rent expense amounts payable in various foreign currencies and are based on the foreign currency exchange rate as of December 31, 2024, where applicable.

NOTE 12 - BENEFIT PLANS

401(k) Retirement Savings Plan

The Company maintains a 401(k) Retirement Savings Plan (the “401(k) Plan”) for qualified employees. The terms of the 401(k) Plan define qualified employees as those over 21 years of age who have completed at least 30 days of service. Generally, the Company matches $0.50 on the dollar of employee contributions up to a maximum of 6.0% of the employee’s salary. For the years ended December 31, 2024 and 2023, the Company recognized expense of $2,643 and $2,840, respectively, which is included in SG&A in the consolidated statements of operations.

End of Service Benefits

The Company maintains several End of Service Benefit plans (the “EOSB Plans”) that provide lump sum termination benefits to certain employees in the United Arab Emirates, Saudi Arabia, Qatar and Oman. The EOSB Plans are calculated based on tenure of service and may vary depending on the circumstances surrounding the separation. Generally, the plans provide for a lump sum benefit that is based on the employee’s salary, years of service and statutory requirements that exist within the employee’s office location. The Company calculated the present value of the expected future payments using the Projected Unit Credit Method, which estimates the fair value of the projected benefits that current plan participants will earn and was used to assess the Company’s liabilities as of December 31, 2024 and 2023. The baseline assumptions for the rest of the countries used for the calculation included a discount rate of 5.0%, a salary increase of 3.5% per annum and an employee turnover rate of 25% per annum. The Company recorded liabilities of $8,196 and $6,941 for the EOSB Plans as of December 31, 2024 and 2023, respectively, which

are included in accounts payable and accrued expenses and other liabilities. For the years ended December 31, 2024 and 2023, the Company recognized expense for the EOSB Plans of $2,325 and $2,213, respectively, of which $1,692 and $1,550, respectively, related to service costs is included in direct expense and SG&A in the consolidated statements of operations. The remaining expenses are included in other loss, in the consolidated statements of operations. At December 31, 2024 and 2023, actuarial loss of $1,766 and $808, respectively, net of tax, were included in accumulated other comprehensive (loss) income on the Company's consolidated balance sheets.

The Company defers the actuarial gains and losses arising during the year into accumulated other comprehensive income (loss). These deferred gains and losses are amortized over the average remaining service period of the participants, which was 2.87 years as of December 31, 2024 and December 31, 2023. During the years ended December 31, 2024 and 2023, actuarial loss of $904 and $637, respectively, were recognized into other loss, net, on the Company's consolidated statements of operations.

NOTE 13 - RELATED-PARTY TRANSACTIONS

Working Capital Advances from Parent

The Company entered into a working capital advance arrangement with its Parent to fund, in part, the Company's working capital needs. As of December 31, 2024 and 2023, the Company had a payable of $21,674 and $13,917, respectively, to its Parent.

Long-Term Loan from Parent

In conjunction with the acquisition of the Company on December 27, 2022, the Company entered into a long-term loan arrangement with its Parent in the amount of $5,609. The proceeds of the loan were used to pay off the Company's outstanding borrowings of the International Revolving Credit Facility at the time of acquisition. Borrowings under this arrangement bear a floating interest rate at roughly 6.5%. The outstanding amount as of December 31, 2023 was $1,750. There was no outstanding balance as of December 31, 2024.

Stock Incentive Plan

The Parent sponsors a Stock Incentive Plan ("SIP") to provide equity-based incentives to attract, motivate, retain, and reward certain officers, employees, directors, and other eligible participants of the Company and to further link the interests of the award recipients with those of the Parent generally.

Under the SIP, the Parent issues Restricted Stock Units ("RSUs") as matches for purchases of Parent stock as well as in the form of incentive compensation, with some RSUs in the form of performance-based incentives, or Performance Restricted Stock Units ("PRSUs"). RSUs and PRSUs also accrue dividend equivalents in Parent shares.

Parent RSUs and PRSUs granted are equity-classified awards for which compensation cost is measured based on the fair value of the award at the date of grant. Compensation cost is expensed over the associated vesting period, which is generally three years, but varies by grant type and the terms of the underlying agreement. For the years ended December 31, 2024 and 2023, the amortization of equity grants allocated to the Company by the Parent was $4,461 and $7,924, respectively, and has been recorded to selling, general and administrative expenses within the consolidated statement of operations.

NOTE 14 - SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions that occurred after the balance sheet date through March 31, 2025, the date the consolidated financial statements were available to be issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

SECTION 5

OTHER INFORMATION











OTHER INFORMATION



Hill is an international construction consulting firm that provides program and project management, construction management, cost engineering and estimating, quality assurance, inspection, scheduling, risk management, and claims avoidance to clients involved in major construction projects worldwide. We are the 3rd largest project and construction management firm in the U.S., as featured in **Building Design + Construction** magazine. We are also ranked as the 8th largest overall program management firm and 11th largest construction management/PM-for-fee firm by **Engineering News-Record** magazine. Our team has participated in more than 90,000 project assignments with a total construction value of over $1 trillion.

Through our experience and expertise, Hill offers several advantages to our clients. Hill brings an in-depth view of the risks projects are likely to encounter. We quickly identify these risks and provide recommendations on how to protect your project. Hill also brings a regional focus, with a detailed understanding of the conditions, nuances, risks, and opportunities likely to influence your project, but supported by our internationally recognized industry experts, as needed. Hill's independence offers another benefit to our clients: as a "for-fee-only" project management firm, we do not provide design or contracting services. This means we support your projects with no potential conflicts of interest. The combination of these strengths means, from concept to completion, Hill adds value to your projects.

SUBCONSULTANTS

To provide additional depth in the categories of services the City is seeking, Hill will be partnering with the following firms to support the City. We have an outstanding record of fostering the development of MWBE participation and are pleased to note that in building our team we were extremely conscientious of providing a highly qualified pool of talented MWBE and local resources.

MTN RESOURCES, LLC | DBE

Role: Resident Compliance Specialist

MTN Resources, LLC is part of the existing Hill team on Fortune/Simpson Rd – LAP-CEI. They are a 100% woman-owned, FDOT-certified Disadvantage Business Enterprise (DBE) firm. The team specializes in the monitoring of federal compliance requirements on federally-funded transportation construction projects and performs work in FDOT Districts 1, 2, 3, 4, 5, and 7. Their highly experienced staff stands ready to monitor the project in accordance with all City requirements, and can prepare compliance documentation to meet any federal, state, or other local requirements as requested by Osceola County. MTN's staff is experienced in compliance requirements and documentation for equal employment opportunity (EEO), DBE, wages and payrolls, and on-the-job training (OJT) in accordance with the FDOT Construction Contract Compliance Workbook and other prevailing federal rules and regulations. The firm's project experience ranges from very large to small projects (i.e., Orlando's $2 billion P3 I-4 Ultimate project, Sunrail, and Wekiva Parkway to smaller LAP projects), as well as experience with multiple funding sources (including ARRA, TIGER, LAP, FDOT, FHWA, DEP, FRA, FTA). MTN Resources is highly recognized state-wide for their involvement with the Local Agency Program (LAP) including conducting training classes to the local agencies on behalf of FDOT, performing compliance project reviews on behalf

of FDOT, and serving as the field Resident Compliance Specialist. To date, MTN staff members have monitored compliance on hundreds of projects in Florida.

CSI GEO, INC. | DBE

Role: Geotech

CSI Geo is part of the current Hill team on Fortune/Simpson Rd. CEI Project. Their geotechnical experience extends from bridges over the St. Johns River (Florida's largest) to cargo port docks, levees, dams, major roadways, site/civil projects, water/wastewater systems, and everything in between. Their familiarity with geotechnical software programs allows them to analyze geotechnical problems from different perspectives. Their expertise allows CSI Geo to provide clients with recommendations for design, site preparation and earthwork, as well as the preparation of construction plans and specifications. Design experience includes design and inspection of drilled shafts, driven piles, auger cast piles, cantilevered and anchored sheet pile walls, sound barrier walls, retaining wall systems, pavement design, ground improvement techniques, shallow foundations, seepage and slope stability, groundwater modeling and Evaluation Reports. Their soils and materials testing laboratory is certified by the USACE, AASHTO, and FDOT. Additionally, they provide CEI inspection services as well as materials engineering & testing services. Their soils and materials testing laboratory is certified by the USACE, AASHTO, and FDOT.

CIVILSURV DESIGN GROUP, INC.

Role: Survey

CivilSurv Design Group, Inc. is part of the Hill team on Fortune/Simpson Rd – LAP-CEI. They offer a full range of surveying and mapping services including: boundary surveys, legal descriptions, topographic surveys, horizontal and vertical control, profiles and cross sectioning, right of way mapping, monumentation of right of way corridors, bridge data surveys, digital terrain models, hydrographic/bathymetric surveys, specific purpose surveys, American Land Title Association surveys, wetland/mitigation surveys, environmental surveys, platting, expert witness testimony, construction surveys, record and as-built, route, electronic field book/GIS mapping, all mainstream versions of CADD/GIS differential leveling, global positioning systems (GPS), engineering design surveys, and other surveying and mapping related services. CivilSurv's 10 full-time field crews and four professional surveyor and mappers have extensive experience in performing all types of surveys and are equipped with state-of-the-art equipment, including EFB compatible total stations, GPS, digital levels, and reflector-less instruments. Their field staff has received the MOT training currently required by FDOT. CivilSurv's staff has extensive experience producing quality products, on time, within budgets for FDOT District 1, 2, 4, 5, 7, and the Turnpike as a surveying and mapping consultant.

UNIVERSAL ENGINEERING SCIENCES

Role: CEI, Asphalt Plant and Geotechnical

Universal Engineering Services (UES) specializes in innovative solutions for design and construction challenges, UES provides a comprehensive range of services, including geotechnical engineering, construction materials testing, building code compliance, threshold inspections, environmental and ecological services, and geophysical and geospatial technologies. With a nationwide network of over 4,000 professionals across more than 100 branches and 80 accredited laboratories, UES will help you navigate even the most complex projects.

NADIC ENGINEERING

Role: Geotechnical, Geo-Environmental and Construction Materials Testing and Inspection

Nadic Engineering Services, Inc. is a client-focused engineering firm specializing in geotechnical, geo-environmental, and construction materials testing services. With a dedicated team committed to fostering client partnerships, offering innovative solutions, and delivering unwavering dedication, NADIC stands out as a leader in consulting, construction materials testing, and geotechnical services.

Since 2001, NADIC has successfully completed over 5,000 projects across Florida, showcasing their expertise and reliability. NADIC currently holds the City of Kissimmee's Continuing Geotechnical Engineering, Environmental, and Materials Consulting Services contract. Our portfolio highlights a wide range of projects across Kissimmee and Osceola County, including the Shingle Creek Regional Trail; SR 530/US 192 at Hoagland Boulevard; Hudson Street Improvement; Lancaster Ranch Park; Thacker Avenue Widening; Emory Canal Multi-Use Trail; Old Canoe Creek Road Widening; Neovation Way; Bill Beck Boulevard Extension; Packing District Roadway Improvements; Avalon Road Box Culvert Replacement at Black Lake; Apopka Vineland at Conroy Windermere Road Intersection; and SR 429 and Schofield Road Interchange Improvements.

ARDAMAN & ASSOCIATES, INC.

Role: Geotechnical and Environmental Engineering

Ardaman provides geotechnical and environmental engineering services to clients involved in development and infrastructure projects throughout Florida, Louisiana, the Southeastern US, the Caribbean Basin, and the Middle East. Over the years, Ardaman has assisted public owners in expanding and upgrading their infrastructure by leveraging local expertise gained through decades of community involvement, along with the best resources and analytical techniques.

Hill and our proposed subconsultants have successfully worked together providing CEI services on similar projects as follows:

MTN RESOURCES, LLC (DBE)

Osecola County - Fortune and Simpson Road Improvements

Leon County Magnolia Multi-Use Trail

Leon County Miccosukee Road

Volusia County Doyle Road Reconstruction

Palm Coast Parkway 6-Laning Project

CSI GEO, INC. (DBE)

Osecola County - Fortune and Simpson Road Improvements

FDOT District 5 Pre-event, response to Hurricane Helene

CIVILSURV DESIGN GROUP, INC.

Osecola County - Fortune and Simpson Road Improvements

FDOT D1 Fort Myers Grouping

FDOT D2 SR 15 at Ratliff Road

FDOT D2 Dillon Road and SR 10 Resurfacing

FDOT D1 US 27 from Barry Road to 192

FDOT D2 SR 109 Intersection Improvements

UNIVERSAL ENGINEERING SCIENCES

Osecola County - Fortune and Simpson Road Improvements

REFERENCES FOR PERFORMANCE ON PREVIOUS PROJECTS



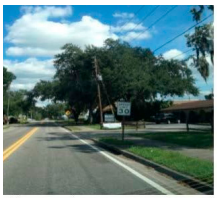
OSCEOLA COUNTY

Jacqueline Laracuente, Project Manager
407-460-1458



LEON COUNTY FLORIDA

Chris Muehlemann, Senior Engineer
850-606-1536




SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

Shailesh Patel, PE, Assistant Director – Construction
352-689-4400



CITY OF PALM COAST

Carl Cote, Construction Management and Engineering Division Manager
386-986-2360

PROPOSING FIRM AND POINT OF CONTACT

Hill International, Inc.
Daniel Sokol, PE
Vice President, Roads and Bridges - SE Region
12740 Gran Bay Parkway West
Lakeside Two, Suite 2300
Jacksonville, FL 32258
M. (904) 838-6752
E.danielsokol@hillintl.com

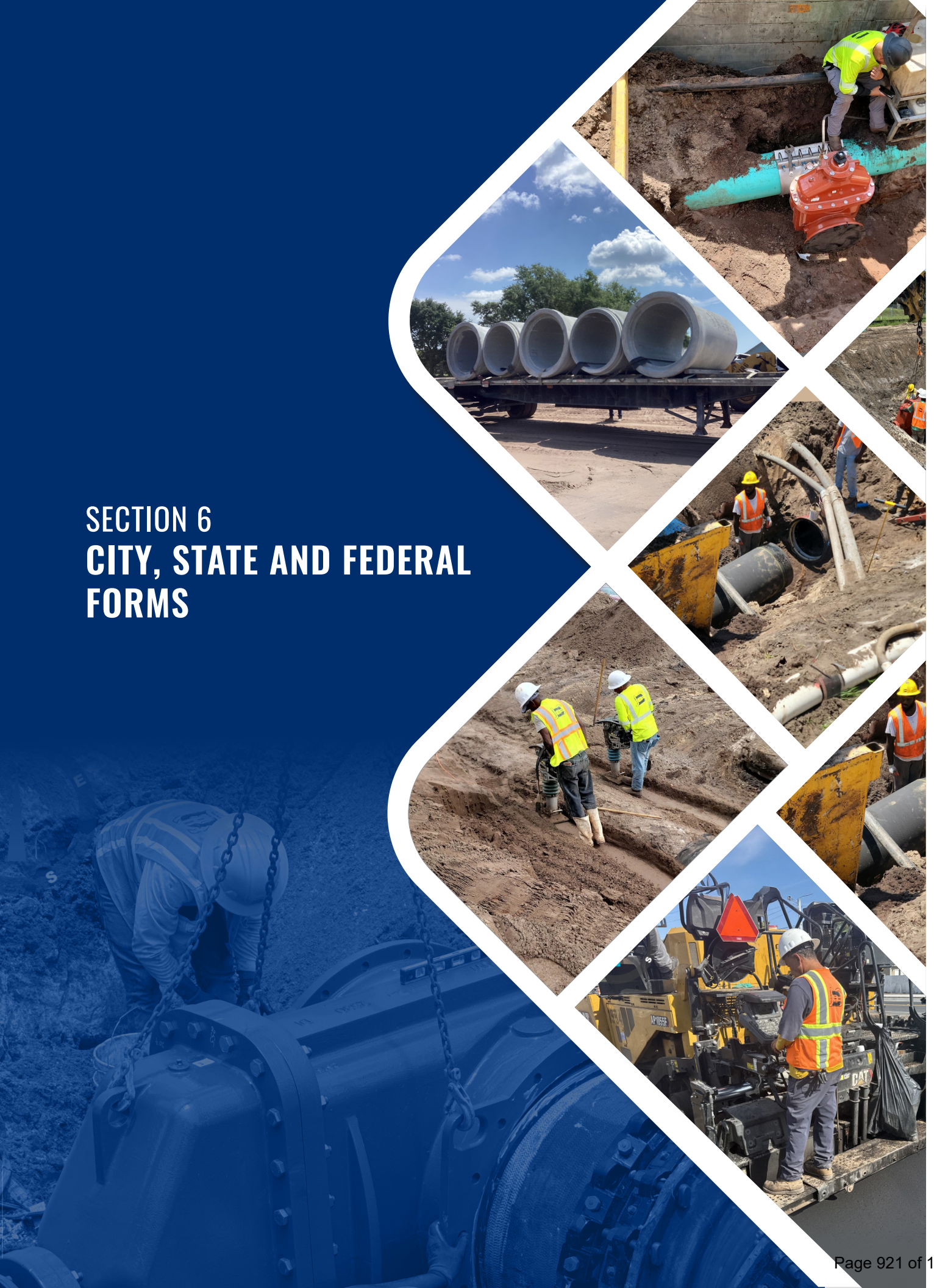
Daniel is authorized to represent Hill International, Inc. with the City of Kissimmee.



Daniel Sokol, PE

SECTION 6

CITY, STATE AND FEDERAL FORMS





ACCEPTANCE OF PROPOSAL TERMS & CONDITIONS

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

Contracting Party Signature

Daniel Sokol, PE
Contracting Party Printed Name

Vice President - Roads and Bridges, SE Region
Title

9/22/2025
Date

Mailing Address: 12740 Gran Bay Parkway West, Lakeside Two, Suite 2300, Jacksonville, FL 32258
Phone/Fax/E Mail Address: Phone: (904) 404-3002 / Fax: NA / Email: danielsokol@hillintl.com
Purchase Order Delivery E-Mail: danielsokol@hillintl.com
NOTARY: Michael Winata
TATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Commonwealth of Pennsylvania - Notary Seal
MICHAEL WINATA - Notary Public
Philadelphia County
My Commission Expires November 24, 2028
Commission Number 1367834

Sworn and Subscribed before me this 22 day of September, 2025
Personally known: ✓
Or Produced Identification:
Notary Public - State of: PA Commission Expires: November 24, 2028

"Failure to submit this form may disqualify your response."

City of Kissimmee

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

PROCUREMENT Note: This information is required; however, preferential treatment in scoring will not be utilized in the selection process.

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program?

☒ YES
☐ NO

NAME OF BUSINESS: Hill International, Inc.

CONFLICT OF INTEREST STATEMENT

Conflict of Interest Statement STATE OF FLORIDA COUNTY OF KISSIMMEE Before me the undersigned authority personally appeared Daniel Sokol, PE, who was duly sworn, deposes, and states: A. I am the Vice President - Roads and Bridges, SE Region of Hill International, Inc, with a local office in Jacksonville, FL and principal office in New Jersey, NJ. B. Said entity is submitting this proposal/offer to RFQ2025-007 Woodside Drainage Improvements -- Professional Services for Construction Engineering & Inspection (CEI). C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge. D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby. E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation. F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government. G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project. H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Division, Department, or Office. I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government. J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this 22nd day of September 20 25

AFFIANT

Typed Name of AFFIANT Daniel P. Sokol, P.E.

Title Vice President, Roads and Bridges, SE Region

Commonwealth of Pennsylvania - Notary Seal
MICHAEL WINATA - Notary Public
Philadelphia County
My Commission Expires November 24, 2028
Commission Number 1367834

NOTARY: Michael Winata

STATE: PENNSYLVANIA

COUNTY: PHILADELPHIA Sworn and Subscribed before me this 22 day of September, 2025

Personally known: ✓

Or Produced Identification:

Notary Public - State of: PA Commission Expires: November 24, 2028

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

Failure to submit this form with your PROPOSAL may disqualify your response.

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133 (3)(A),
WOODSIDE DRAINAGE IMPROVEMENTS
Bid or Contract No. RFQ2025-007

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: **WOODSIDE DRAINAGE IMPROVEMENTS**

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

Before me, the undersigned authority, personally appeared Daniel Sokol, PE, who, being by me first duly sworn, made the following statement:

1. The business address of (name or bidder of contractor, is Vice President - Roads and Bridges, SE Region relationship such as sole proprietor, partner, president, vice president).

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that "affiliate" is defined by statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into any business relationship or arrangement with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, Employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
   (Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in

the management of the bidder of contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

Sworn and subscribed before me in the state and county first mentioned above on the day of September 22, 2025.

Michael Winata

Notary Public (affix seal)

Commonwealth of Pennsylvania - Notary Seal
MICHAEL WINATA - Notary Public
Philadelphia County
My Commission Expires November 24, 2028
Commission Number 1367834

November 24, 2028

My Commission Expires

NOTICE

RFQ2025-007

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 N Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

N/A

Phone Number: (
Fax Number: (

Continue Vendor List: ___Yes ___No
_____Large Business ___Small Bus___ ___Minority O___ed

Reason for no response to the solicitation:
_____Cannot supply at this time
_____Suitable, but engaged in order work
_____Quantity too small
_____Cannot meet required minimum
_____Opening date does not allow sufficient time to complete
_____Equivalent not presently available
_____Other reason or remarks:
_____
_____
_____
_____

_____Signature

TRUTH IN NEGOTIATION CERTIFICATION

Truth in Negotiation Certification For lump-sum or fixed-fee Professional Service Agreements over $195,000.000, City of Kissimmee requires the Respondent to execute this certificate and include it with their submittal. Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5) (a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

By: Hill International, Inc. Date: 9/22/2025
Authorized Signatory
Print Name: Daniel Sokol, PE
Print Title: Vice President - Roads and Bridges, SE Region
NOTARY:

STATE: PENNSYLVANIA
COUNTY: PHILADELPHIA
Sworn and Subscribed before me this 22 day of September, 2025
Personally known: ✓
Or Produced Identification:
Notary Public - State of: PA Commission Expires: November 24, 2028

Michael Winata

Commonwealth of Pennsylvania - Notary Seal
MICHAEL WINATA - Notary Public
Philadelphia County
My Commission Expires November 24, 2028
Commission Number 1367834

CITY OF KISSIMMEE 1883

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.

Hill International, 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: Daniel Sokol, PE

Title of Contractor's Authorized Representative: Vice President - Roads and Bridges, SE Region

Signature of Contractor's Authorized Representative:

Date: 9/22/2025

EXHIBIT "D"
ORIGINAL SOLICITATION DOCUMENT

REQUEST FOR QUALIFICATIONS

I. The CITY OF KISSIMMEE ("City) is seeking SEALED QUALIFICATIONS for the:

Project: Woodside Drainage Improvements -- Professional Services for Construction Engineering & Inspection (CEI)

Request for Qualifications: RFQ2025-007

II. All qualification packages must be submitted in a clearly marked original envelope (SEALED) along with one (1) marked original and seven (7) marked duplicates (a total of 8 copies) and two (2) electronic copies.

III. To be considered, qualifications MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street, Kissimmee. FL 34741

And time stamped on or before 2:00 pm, September 29, 2025.

IV. All qualification packages shall be opened and read publicly in the City's Finance Department 4th Floor Attn: Purchasing Division, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 pm, September 29, 2025.

V. All qualification packages must be according to specifications and conditions, and on the forms provided herein.

VI. The Submitter's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City reserves the right to accept and/or reject any or all qualification packages, with or without cause, to waive technicalities or to accept the qualification packages which, in its judgment, best serves the interest of the City of Kissimmee, Department review and concurrence required. Persons are advised that, if they decide to appeal any decision made concerning the award of this RFQ, they will need a record of the proceedings, and for such purpose, they 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 made. Submitters desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their RFQ.

Debbie Luke

Purchasing Coordinator

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1. GENERAL REQUIREMENTS

1.1. RFQ PREPARATION

Submission of qualifications in response to this solicitation shall evidence the submitter's acknowledgement that he/she is cognizant of all the conditions and specifications contained herein, and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the RFQ schedule. Each Submitter is responsible for the completeness and accuracy of their qualifications. Submitters must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned qualification packages will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the RFQ. Submitters should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the RFQ being declared non-responsive.

1.2. SUBMISSION OF QUALIFICATION

All qualifications packages shall be submitted in a sealed envelope on the forms included with this solicitation with Submitter's name and address and RFQ number plainly marked on the exterior of the envelope. Timely submission of qualifications is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed qualifications will not be accepted.

1.3. DELIVERY

Exact delivery time frames or dates must be shown on the RFQ, as needed, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.4. DEFAULT

Should the successful Submitter for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified firm, Department review and concurrence required. The Submitter in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.5. LATE REQUEST FOR QUALIFICATIONS AND WITHDRAWAL OF OFFERS

No qualifications will be accepted after the published deadline for accepting qualifications in response to this solicitation. Qualifications may be withdrawn at any time prior to the official time set for the qualifications opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official qualifications opening, for a period of 60 days.

1.6. QUALIFICATION EVALUATIONS AND AWARD

All qualifications received will be evaluated based on one or more of the following factors: Experience and Capabilities, Personnel Background Information, Work Task Qualifications, Financial Capability, Required Documents, and other applicable factors. The CITY reserves the right to accept and /or reject any or all qualifications in whole or in part with or without cause; to waive technicalities; and accept the qualifications which in its judgment, best services the interest of the City staff, Department review and concurrence required. Submitters are cautioned that no communication with any CITY involved in the evaluation process is authorized during the qualifications evaluation process unless such communication is originated by the CITY for the purpose of clarifying the qualifications. Questions regarding the status of any submittals should be directed to the Purchasing Coordinator. RFQ awards will be posted in the Purchasing Office after City Commission Approval. Submitters are responsible for following up on the status of any submittals. The CITY will only notify successful consultant(s).

1.7. SAMPLES

The CITY may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the Submitter. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the Submitters request and at the submitter's expense. The City will not be held liable for any sample provided.

1.8. SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be of first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, the latest model in production, and in compliance with the enclosed specifications.

1.9. WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than an unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.10. ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City of Kissimmee will attempt to provide such addenda to all submitters who have received the Request for Qualifications (RFQ) packages from the City. However, it shall be the Submitter's responsibility to verify with the Purchasing Office before the package is submitted whether or not addenda have been issued and to obtain such addenda for inclusion in its submittal. Receipt of any addenda issued must be acknowledged on the qualifications schedule.

1.11. QUALIFICATIONS & CERTIFICATION

By signature on this submittal, Submitter certifies as to its own organization, that in connection with this RFQ process:

A. CONSULTANT has not given, offered nor intends to at any time give any economic opportunity, future employment, favor, or gratuity in any kind to any employee of the City in connection with this package.
B. The qualifications have been submitted independently, without consultation, collusion, communication, or agreement with any competitor or other submitter;
C. That the Submitter has not divulged or discussed its offer with other submitters;
D. No attempt has been made or will be made to induce any potential submitter to submit or decline to submit an offer in response to this solicitation.

1.12. REQUEST FOR QUALIFICATION & RESPONSE

CONSULTANT electing to not submit qualifications package in response to this solicitation should complete the attached "Notice to Submitters" form. Failure to return the form may result in your omission from future RFQ lists.

1.13. COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Consultant.

1.14. PROTEST

Any protest must be made within three (3) days following posting of the RFQ award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Department, 101 Church Street, Kissimmee, FL 34741.

1.15. CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of the technical specifications and/or non- technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov. All inquiries must be received by the "Final Date for Questions and Answers" as outlined in the CEI RFQ schedule. Phone inquiries will not be responded to. However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the CITY. Any interpretation provided to any submitter in response to inquiries regarding this solicitation which may affect the outcome of this qualifications package will be furnished in writing to all submitters who have received RFQ packages.

1.16. NO MINORS PERMITTED PRE-REQUEST FOR QUALIFICATION

No minor children are permitted to accompany submitters during pre-qualifications conferences, qualifications opening, or site tour.

1.17. PAYMENT OF COSTS

All costs incurred in the preparation and submission of a proposal, or negotiations concerning a proposal, shall be borne solely by the Submitter submitting the proposal.

1.18. NOTICES

Notice of Award, RFQs currently available, and tabulation sheets are available online. A link to this website is available through the CITY's Web Page http://www.kissimmee.gov , under the Finance Department, Purchasing. Submitters, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the qualification's response.

1.19. PROHIBITION ON CONTRACTORS DRAFTING SPECS

Pursuant to 2 CFR 200.318(b), any contractor or consultant who develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for qualifications is prohibited from competing for such procurements.

1.20. COST ANALYSIS FOR NON-PRICE-BASED SELECTIONS

In accordance with 2 CFR 200.323, a cost or price analysis shall be conducted when price is not used as a selection factor or when only one response is received.

1.21. COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) FUNDS

This Request for Qualifications (RFQ) is issued in accordance with the guidance provided in the Federal Register Notice 84 FR 45838, dated August 30, 2019, which outlines requirements and procedures related to the use of Community Development Block Grant-Mitigation (CDBG-MIT) funds.

1.22. SOLID WASTE DISPOSAL ACT

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 (42 U.S.C. § 6962), and 2 CFR § 200.323, all contractors and subcontractors shall comply with applicable requirements regarding the procurement of recovered materials. Although CEI services typically do not involve direct material procurement, the selected firm shall, where practicable, ensure that any products or materials used in performance of their services incorporate recycled content and environmentally sustainable practices, consistent with EPA guidelines. The City encourages the use of environmentally preferable materials and practices in all aspects of service delivery.

1.23. FEDERAL CONTRACT PROVISIONS – 2 CFR 200 APPENDIX II

The following provisions are incorporated in full into this solicitation and any resulting contracts, subcontracts, and lower-tier agreements, as required under 2 CFR Part 200, Appendix II and other applicable federal regulations:

Appendix II to Part 200(A) REMEDIES: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Appendix II to Part 200(B) TERMINATION for CAUSE & CONVENIENCE: All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Appendix II to Part 200(C) EQUAL OPPORTUNITY & NON-DISCRIMINATION: Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Appendix II to Part 200(D) DAVIS-BACON ACT (1): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Appendix II to Part 200(D) DAVIS-BACON ACT (2): The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(D) DAVIS-BACON ACT (3): The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix II to Part 200(F) RIGHTS to INVENTIONS: Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Appendix II to Part 200(G) CLEAR AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Appendix II to Part 200(H) DEBARMENT & SUSPENSION: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Appendix II to Part 200(I) BYRD ANTI-LOBBYING: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

(L) 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

The Buy America Preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures. Do not include a certification form or language requiring the contractor to comply with BABA.

SECTION 3: Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2. SPECIAL PROVISIONS

2.1. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Submitter list following a conviction for a public entity crime may not submit a qualifications package on a contract to provide any goods or services to a public entity, submit a qualifications package on a contract with a public entity for the construction or repair of a public building or public work, submit a request for qualification package on leases of real property to a public entity, be awarded or perform work as a contractor, supplier, subcontractor, or Submitter under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.2. DRUG FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Certification shall be included with the qualifications package, if applicable.

2.3. CCNA

Each CONSULTANT submitting qualifications package certifies that it has full knowledge of, and understands that City must comply with, the "Consultants' Competitive Negotiation Act" (Section 287.055, Florida Statutes) in the selection of a CONSULTANT.

2.4. MINORITY BUSINESS ENTERPRISE / WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

In accordance with 2 CFR 200.321(b), the City is committed to promoting participation by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in all procurement activities. To support this commitment, the following requirements apply:

- MBE/WBE firms shall be included on solicitation lists and actively solicited whenever they are eligible sources.
- Procurement transactions may be divided into smaller parts when feasible to encourage maximum MBE/WBE participation.
- Delivery schedules shall be established to facilitate participation by MBE/WBE firms.
- The City will utilize resources such as the Small Business Administration and the Minority Business Development Agency to enhance outreach and engagement with MBE/WBE firms.
- The prime contractor, if subcontracts are awarded, shall be required to comply with these MBE/WBE participation provisions consistent with federal regulations.
- The City encourages all proposers to demonstrate good faith efforts to involve MBE/WBE firms in their teams.

2.5. E-VERIFY

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

2.6. ALLOWABLE COST

Determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract.

2.7. NON-MANDATORY CONFERENCE

A non-mandatory conference will be held at 10:00 a.m. on September 10, 2025, in the City Hall Development Services, 1st Floor, City Hall, located at 101 Church Street, Kissimmee, Florida 34741. Any questions from this proposal should be addressed to email: procurement@kissimmee.gov, questions deadline will be set for 4:00 pm, September 12, 2025, followed by an addendum from Procurement.

2.8. THE DAVIS-BACON ACT APPLIES AS FOLLOWS

The Davis–Bacon Act of 1931 is a federal law that establishes the requirement for paying the local prevailing wages on public works projects for laborers and mechanics. It applies to “contractors and subcontractors performing on federally funded or assisted grants and contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works”.

The applicable Davis-Bacon wage determination for this project is **FL20250263, dated 01/03/2025**, as required under 2 CFR Part 200, Appendix II. While the professional services solicited under this RFQ are not directly

subject to Davis-Bacon wage requirements, the selected CEI firm will be responsible for monitoring and verifying contractor compliance with applicable Davis-Bacon provisions during construction.

Please note that the referenced wage determination is subject to change based on the contract award (adjudication) date of the construction contract.

2.9. HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, all vendors responding to this RFQ must submit a Human Trafficking Affidavit, affirming that they and their affiliates are not engaged in human trafficking, as defined by the statute. The affidavit must be signed and submitted along with your RFQ response. A copy of the affidavit form is included in Attachment "A".

3. SCOPE OF WORK

It is the intent of the Request for Qualifications for Construction Engineering and Inspection Services (CEI) to hire one (1) Florida Department of Transportation (FDOT) pre-qualified consulting construction engineering and inspection services firm (hereinafter Consultant) under work type 10.0 to provide construction engineering and inspection services for Woodside Drainage Improvements project, in accordance with Rule Chapter 14-75, Florida Administrative Code.

It is the intent and purpose of this solicitation to promote completion. It shall be the proposer's responsibility to advise the Procurement Services Representative at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits completion or if the requirements stated in this document limits it to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Representative no later than ten (10) calendar days prior to the proposal closing date.

See Exhibit "A" for a detailed Scope of Services including Project Information, Process, Deliverables, and other applicable information.

Project Description:

This project is funded through the Community Development Block Grant – Mitigation (CDBG-MIT) program, with funds awarded by the Florida Department of Commerce. The source of these federal funds is the U.S. Department of Housing and Urban Development (HUD), as authorized by Federal Register Notice 84 FR 45838, dated August 30, 2019. The CDBG-MIT funds are designated specifically to fund the construction project. The Construction Engineering Inspection (CEI) services procured through this Request for Qualifications (RFQ) will be funded using local (non-federal) funds.

The work begins at Heron Ditch at Dyer Boulevard and continues to the west through the Kissimmee Gateway Airport to the outfall at Shingle Creek. A 72" storm sewer will be constructed from the Heron Ditch, under Dyer Boulevard, and into the existing airport ditch. The existing ditch within the airport will be regraded and armored. A 72" storm sewer will be constructed from the airport ditch, under Hoagland Boulevard, to the

existing ditch along the Kissimmee Trail. The existing ditch along the Kissimmee Trail will be regraded and armored.

In addition to the drainage improvements, existing utilities within the project corridor will be relocated. This includes a 16-inch reclaimed water main, a 16-inch potable water main, and a 20-inch sanitary force main in the vicinity of Hoagland Boulevard. A 30-inch sanitary force main will also be relocated adjacent to the ditch within the airport and along Dyer Boulevard. Additionally, a 12-inch potable water main and a 30-inch reclaimed water main will be relocated in the area of Dyer Boulevard.

Project Map Location shown in Attachment "C".

The construction engineering and inspection services shall include contract administration, inspection, and materials sampling and testing for the construction projects listed above.

3.1. QUALIFICATION CONTENT

1. Personnel Background Information: Information shall be included regarding the educational background and experience of each of the professionals who will be directly responsible for the preparation of work tasks. A minimum of three (3) client references for similar projects performed by this firm, two (2) of which should be Municipal, County or State Agencies.
2. Work Task Qualifications: A narrative addressing the work tasks discussed in this request for qualifications shall be submitted. This narrative should discuss the methodology that would be used to accomplish the work tasks and previous experience with similar tasks. Define your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Suggested changes, if any, in the Scope of Work as outlined in this RFQ. Innovative ideas that work within the parameters of the program are encouraged. A detailed statement that explains how the consultant will provide services to design and prepare a complete set of construction contract documents in consistency w/ the Scope of Services and other document requirements as reference in the said scope.
3. Type of Work 10.1, 10.3 and 10.4:
   10.1-Roadway CEI: This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least two years of responsible charge experience as project engineer on a roadway construction inspection project. This requirement can be met by the prime and/or sub consultants.

   10.3-Construction Material Inspection: This type of work requires a minimum of one professional engineer, registered with the Florida State Board of Professional Engineers, having at least three years of responsible experience in bridge or roadway construction inspection. This requirement can be met by the prime and/or sub consultants.

   10.4- Minor Bridge and Miscellaneous Structures CEI. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience in the performance of CEI for Type of Work 10.4; and two

engineers/project administrators having a minimum of three years each CEI for Type of Work 10.4; This requirement can be met by the prime and/or sub-consultants.

4. Financial Capability: CONSULTANTS shall submit a financial status report covering their activities in sufficient detail to demonstrate that they are financially sound and secure. Recent annual and quarterly reports, if available, should be included with the submittal. A list of partners, i.e. title companies, mortgage lenders, contractors, etc.
5. Other Information: Other information needed to indicate consultant qualifications for performing the work. Names and telephone numbers of persons who can be contacted regarding the consultants' performance on previous projects should be submitted. The request for qualifications package shall state the name of the firm, the name of the contact person, and the address, and telephone number of the contact person. An individual authorized to represent the consultant shall sign the qualifications package.
6. City, State and Federal Forms to be submitted at the time of submittal of qualifications shall be included as part of the contract and are enclosed herein as composite Attachment "A":

    1. Acceptance of Proposal Terms & Conditions
    2. Drug Free Workplace Certification
    3. Conflict of Interest Statement
    4. Public Entity Crimes Disclosure
    5. Statement of No Proposal
    6. Truth in Negotiation Certification
    7. Human Trafficking Affidavit

IT SHOULD BE NOTED:

The intent of the page limitations is to avoid large and unnecessary submittals that may be redundant, so please, limit the amount of information provided using discretion based on the content of the RFQ. Double sided pages are acceptable as one page. Addendum question through the City's Purchasing Department. Clarification and/or a specific request can be made via a formal Addendum question through the City's Purchasing Department.

3.2. GENERAL GUIDANCE REGARDING WORK

1. Work Methodologies & Submittals: Work methodologies shall be established with the approval of the City and suitably documented efforts should be made to obtain incremental approvals of work from the City. The City shall review various phases of the consultant's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the agreement. Cooperate and assist the City representatives in conducting the reviews.
2. Meetings: All meetings shall be in accordance with a program designed by City staff and found to be mutually agreeable to both City staff and the consultant.
3. Staff Assistance: City staff can perform only limited work on this project. City staff will provide copies of reports, maps, files, and other information but will not perform original data collection, information

transcription, calculations, mapping, or other data processing. City staff will answer questions during interviews, schedule and attend meetings, and review and comment on submittals.

4. EVALUATION AND SELECTION OF QUALIFICATION

4.1. SELECTION COMMITTEE

1. Qualifications will be evaluated, scored, and short-listed by a Selection Committee ("SC") based on weighted criteria established herein.
2. The SC shall be comprised of qualified City staff members and/or professional City advisors recommended by the Purchasing Department in coordination with the requesting department. The composition of the committee shall promote diversity through the selection of qualified members representing various City offices, departments, and/or professional advisors. The Purchasing Department representative shall be the non-voting chair of the committee.
3. The Purchasing Department Representative shall perform the initial review of all qualifications submitted for initial qualifications certification. This entails checking with the appropriate professional regulatory agency to ensure proper professional licensing and checking that the construction engineering and inspection firm is at least minimally qualified based upon its capabilities, adequacy of personnel, past record of performance, and experience. A checklist of the essential items required by the solicitation shall be prepared by the Purchasing Department representative and presented to the SC prior to its first meeting.
4. In the event of a tie between prospective proposers, the City will require the tied proposers to provide a presentation to the Selection Committee (SC), followed by oral interviews regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. Interviews will consist of a maximum 20-minute presentation, followed by a 10-minute question-and-answer session. A maximum of five (5) presenters is requested, unless additional team members are necessary and are approved by the SC. The City's Purchasing Department will notify all proposers of the City's decision to request presentations or interviews. A formal letter will then be sent to the shortlisted firms requesting presentations or interviews. All consultants will be notified in writing of their shortlisting status—whether or not they are shortlisted—within two (2) weeks after the submittal deadline. Decisions of the SC regarding interviews are final. Based upon the final presentation scoring, the SC will recommend a Consultant to the City Commission.

5. Anticipated procurement scheduling of the CEI RFQ process is as follows:

Activity	Duration (Calendar Days)	Activity Schedule
Advertisement for RFQ	0	August 31, 2025
Non-Mandatory Pre Proposal Conference	10	September 10, 2025
Final Date for Questions and Answers	2	September 12, 2025
Final Addendum (If applicable)	7	September 19, 2025
RFQ Proposals Opening	10	September 29, 2025
Evaluation and Selection Committee Meeting(s)	10	October 9, 2025
Interviews/Presentations - Shortlisted Firms	11	October 20, 2025
Negotiation with Selected Top Ranked Consultant	10	October 30, 2025
Board's Authorization of Contract Concurrence	19	November 18, 2025
Contract with the Selected Top Ranked Consultant	8	November 26, 2025
Notice To Proceed to CEI Consultant	0	November 26, 2025

4.2. SCORING CRITERIA

1. Work Task Qualification and Project Understanding/Approach (35 Points): A narrative addressing the work tasks discussed in this request for qualifications shall be submitted. This narrative should discuss the methodology that would be used to accomplish the work tasks and previous experience with similar tasks. A clear project understanding must be conveyed. Ability to meet or exceed time requirements and quality control procedures may be considered.
2. Experience and Financial Capability (45 Points): Information shall be included regarding Consultant's background, team experience, competence and qualifications meeting local, state, and federal requirements. The quality, quantity and relevance of the Consultant's previous experience will be considered.
3. Personnel Background Information (20 Points): Information shall be included regarding the educational background, experience, and specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks. Also, the workload of each professional who will be directly involved with the work tasks shall be delineated. Information regarding the accessibility of consultant personnel shall be included. The capabilities and adequacy of personnel shall be evaluated.

   Interviews/Presentations – Shortlisted Firms:

   During the interview and presentation process, emphasis shall be weighted upon criterion 4.2 (1-3) above as follows:

   I. Work Task Qualification and Project Understanding Approach (45 Points): Detailed methodologies, proposed applications, and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.
   II. Experience and Financial Capability (35 Points): The project team experience and approach as a unified collection.

III. Personnel Background Information (20 Points): Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.

4.3. NEGOTIATION

The CONSULTANT with the highest qualifications chosen as a result of the Competitive Selection process shall negotiate a contract with the CITY including terms and compensation that is fair, competitive, and reasonable in accordance with 40 USC 1103, Section 287.055, Florida Statutes. The City may formally terminate negotiations and then undertake negotiations with the next most qualified of the selected Consultants, continuing the process until an agreement is reached.

4.4. AWARD/RESERVATION

A contract will only be awarded to a CONSULTANT based on qualifications, considered acceptable to the City Commission and as a result of successful negotiations. The City reserves the right to accept any qualifications package which in its opinion best serves the interest of the City, to reject any or all packages or any parts thereof, and/or to waive technicalities or informalities. Department review and concurrence required.

4.5. AGREEMENT

The contract between the City and the Consultant, referred to in Attachment "B" will contain, at a minimum the following primary points:

1. Scope of Services - Work activities, deliverables; number/type of meetings, presentations, etc. to be attended and/or provided; and use and ownership of documents produced.
2. Work Effort - Quantity and distribution of personnel required including sub- CONSULTANTS.
3. Fee Proposal - Detailed staff hour estimates, a fee proposal, and support for all costs contained in the fee proposal.
4. Cost of Services - Overall loaded rates and sub- CONSULTANT costs.
5. Method of Compensation – Lump Sum (Firm Fixed Price)
   The contract will be based on a negotiated firm fixed fee for specific tasks or deliverables. Task authorizations will be negotiated jointly between the City and the selected firm, as authorized in writing through a Letter of Authorization by the City. Payments will be made on a percentage-of-completion basis, inclusive of labor and direct expenses, according to the amount of work performed during the billing period.
6. Indemnification – The CONSULTANT shall indemnify and hold harmless City of Kissimmee its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and/or all other persons employed or utilized by the CONSULTANT in the performance of this Agreement, and/or any and all amendments hereto. Said indemnification and hold harmless actions shall not be limited by any insurance amounts required hereunder.
7. Standard Insurance Requirements the consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City of Kissimmee, the "Standard Insurance Requirements" described herein. CONSULTANTS responding to a Request for Qualifications shall

provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the City of Kissimmee, a COI will be required.

- Commercial General Liability Insurance: The consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than$1,000,000 each occurrence and $2,000,000 annual aggregate. Due to the nature of the work involved, Consultants performing program and/or contract management services are required to maintain $1,000,000 each occurrence and$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent CONSULTANT, Broad Form Property Damage, X- C- U Coverage, Contractual Liability or Cross Liability.
- Business Automobile Liability Insurance: The consultant shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1.000.000 each occurrence. Coverage shall include liability for owned. Non-owned & hired automobiles. In the event the consultant does not own automobiles, the consultant shall maintain coverage for hired & non- owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Worker's Compensation Insurance & Employers Liability Insurance: The consultants shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).
- Umbrella or Excess Liability Insurance (needed for large contracts as determined by the City of Kissimmee Office of Management & Budget): The consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than $2,000,000 each occurrence and $2,000,000 aggregate. The CONSULTANT shall endorse the CITY and FDOT as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure – "True Follow-Form" basis, or the City is automatically defined as an additional protected person.
- Additional Insured: The consultant shall endorse the City and FDOT as an Additional Insured on the Commercial General Liability Insurance with a G2 2010 Additional Insured Owners, Lessees, or Consultants, or CG2026 Additional Insured Owners, Lessees, Consultants Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

  In addition, the consultant shall endorse the City and FDOT as an Additional Insured under the consultant's Commercial Umbrella/Excess Liability as required herein.

8. Compliance with Laws - Requirements for complying with State and Federal statutes pertaining to issues such as professional licensing rules and laws, public access to documents, employment of unauthorized aliens, and discrimination.
9. Termination Clause - CITY may, with thirty (30) days written notice to CONSULTANT, terminate the contract for good cause shown before the termination date therein. Following termination

CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with the contract which may be due and owing at the time of such termination.

If the CITY terminates the contract due to a default by CONSULTANT in performance of any provision therein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with the contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

Either the CITY or the CONSULTANT may terminate the agreement for convenience with sixty (60) days prior notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with the contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

10. Access to Records and Retention Requirements: In accordance with 2 CFR §§ 200.334 and 200.337, Contractors must provide the Sub-Recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions. Records must be maintained for six (6) years after the Grantee formally closes out each program. The records must be retained for 6 years.
11. Errors and Omissions - CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONTRACTOR or its consultants, or both.

5. MISCELLANEOUS INFORMATION

1. Project Personnel: All CONSULTANT submitting qualifications shall be cognizant of the fact that this is a construction engineering and inspection services contract. CONSULTANT shall advise the CITY of its assignment of a Project Director/Coordinator who shall be expected to remain with the firm throughout the project. In the event of a proposed change in the Project Director/Coordinator within 45 day of CITY Commission approval of the contract, the CITY reserves the right to approve said personnel change or terminate the Contract. Department review and concurrence required.
2. Reassignment of Contract: A selected CONSULTANT shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract with the CITY without the written consent of the CITY (except assignments to banks, trust companies, or other financial institutions). No assignments or Contract with the CITY shall be valid unless it expressly provides that the assignment of any of a selected Consultant's rights or benefits under the Contract is subject to prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for performance of the

work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying materials, tools, and/or equipment.

3. Billing and Payment: Upon review and approval of Consultant's invoice, the City shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in two (2) copies to the CITY Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by the CITY. The payment cycle will not start until all the above requirements are met.
4. Final Work Products: At the conclusion of all work by the selected Consultant, the work products shall become the sole property of the City.
5. Performance Evaluation: At the end of the contract, the City will evaluate the Consultant's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.
6. Length of Service: The services for this Construction Contract shall begin upon written notification to Proceed by the City. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the City, Contractor, and Engineer of Record to minimize rescheduling of construction activities due to construction delays.

The anticipated schedule for construction is as follows:

Activity	Duration (Calendar Days)	Activity Schedule
Advertisement for Bids (Bids Live)	0	October 5, 2025
Non-Mandatory Pre-Bid Conference	9	October 14, 2025
Questions & Answers	2	October 16, 2025
Revised Bid Advertisement	7	October 23, 2025
Advertisement Ends and Bids Opening	15	November 7, 2025
Bid Analysis	7	November 14, 2025
Board's Authorization of Contract Concurrence	18	December 2, 2025
Contract With the Most Responsive Bidder	13	December 15, 2025
Notice To Proceed/Begin Construction	7	December 22, 2025
Preconstruction Meeting (on-site)	0	December 22, 2025
End of Construction (Substantial Completion)	274	September 22, 2026
Final Acceptance	30	October 22, 2026

ATTACHMENT "A"

FORMS

1. Acceptance of Proposal Terms & Conditions
2. Drug Free Workplace Certification
3. Conflict of Interest Statement
4. Public Entity Crimes Disclosure
5. Statement of No Proposal
6. Truth in Negotiation Certification
7. Human Trafficking Affidavit

ACCEPTANCE OF PROPOSAL TERMS & CONDITIONS

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

_____ _____

Contracting Party Signature Contracting Party Printed Name

_____ _____

Title Date

Mailing Address:
Phone/Fax/E Mail Address:
Purchase Order Delivery E-Mail: _____
NOTARY: _____
TATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20____
Personally known: _____
Or Produced Identification:
Notary Public - State of: _____ Commission Expires: _____

"Failure to submit this form may disqualify your response."

City of Kissimmee

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

PROCUREMENT Note: This information is required; however, preferential treatment in scoring will not be utilized in the selection process.

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program?

☐ YES
☐ NO

NAME OF BUSINESS: _____

CONFLICT OF INTEREST STATEMENT

Conflict of Interest Statement STATE OF _____ COUNTY OF _____ Before me the undersigned authority personally appeared _____, who was duly sworn, deposes, and states: A. I am the _____of _____ with a local office in _____ and principal office in _____. B. Said entity is submitting this proposal/offer to RFQ2025-007 Woodside Drainage Improvements -- Professional Services for Construction Engineering & Inspection (CEI). C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge. D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby. E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation. F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government. G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project. H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Division, Department, or Office. I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government. J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this _____ day of _____20_____

_____

AFFIANT

_____

Typed Name of AFFIANT

_____

Title

NOTARY:

STATE: _____

COUNTY: _____ Sworn and Subscribed before me this _____ day of _____, 20_____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

Failure to submit this form with your PROPOSAL may disqualify your response.

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133 (3)(A),
WOODSIDE DRAINAGE IMPROVEMENTS
Bid or Contract No. RFQ2025-007

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: **WOODSIDE DRAINAGE IMPROVEMENTS**

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of (name or bidder of contractor, is _____relationship such as sole proprietor, partner, president, vice president).

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that "affiliate" is defined by statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into any business relationship or arrangement with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, Employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
   (Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in

the management of the bidder of contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

Sworn and subscribed before me in the state and county first mentioned above on the day of _____,2025.

Notary Public (affix seal)

My Commission Expires

NOTICE

RFQ2025-007

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 N Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____

Phone Number: ( )_____
Fax Number: ( )_____

Continue Vendor List: _____Yes _____No
_____Large Business _____Small Business _____Minority Owned

Reason for no response to the solicitation:
_____Cannot supply at this time
_____Suitable, but engaged in order work
_____Quantity too small
_____Cannot meet required minimum
_____Opening date does not allow sufficient time to complete
_____Equivalent not presently available
_____Other reason or remarks:
_____
_____
_____
_____

_____Signature

TRUTH IN NEGOTIATION CERTIFICATION

Truth in Negotiation Certification For lump-sum or fixed-fee Professional Service Agreements over $195,000.000, City of Kissimmee requires the Respondent to execute this certificate and include it with their submittal. Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5) (a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

By: _____ Date: _____
Authorized Signatory
Print Name: _____
Print Title: _____
NOTARY:

STATE: _____
COUNTY: _____
Sworn and Subscribed before me this _____ day of _____, 20_____
Personally known:_____
Or Produced Identification: _____
Notary Public - State of: _____ Commission Expires:_____

CITY OF KISSIMMEE 1883

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.

_____ 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:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

ATTACHMENT "B"

SAMPLE PROFESSIONAL SERVICES AGREEMENT
AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
(INSERT COMPANY NAME) FOR
WOODSIDE DRAINAGE IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____day of_____, between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY", and (*INSERT COMPANY NAME)* whose business address is _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY desires to retain the Consulting and Engineering Inspection Services for the Woodside Drainage Improvements; and

WHEREAS, CITY has requested proposals pursuant to RFQ 2025-007 and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANTS SERVICES

1.1. CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services & Project Description, attached hereto, and incorporated herein as Exhibit "A". CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.
1.2. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for period RCSs of time required for the CITY's review and approval of submissions by authorities having jurisdiction.
1.3. Conduct meetings with staff, the public, the City Commission, and appointed boards as necessary to share information and present findings or recommendations.
1.4. Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5. Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY OF KISSIMMEE staff in electronic format for the CITY's use and public review, as requested.

1.6. At the end of the contract, the City will evaluate the Consultant's performance within 30 days of final acceptance which will become public record. Final Contract language shall reflect as such.

1.7. Subconsultants shall adhere to the same rules, regulations, policies, standards, and procedures that apply to the Prime Contractor under this agreement.

ARTICLE 2. SCHEDULE

2.1. Services shall be provided in accordance with the attached Request for Proposal. Within ten (10) days after advertisement of the construction project, the CONSULTANT shall provide a project schedule to include anticipated timelines of 274 calendar days of construction schedule, for key project elements and target deadlines for deliverables in accordance with Exhibit "A''.

2.2. The Contract Term is 274 calendars days following issuance of the Notice to Proceed of the Construction Contract.

ARTICLE 3. CITY'S RESPONSIBILITIES

3.1. The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative.'' The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals Shell be made directly to this individual.

3.2. The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.

3.3. The CITY shall provide timely reviews of CONSULTANT'S draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4. The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5. With prior review and approval by the Florida Department of Transportation, The CITY shall give prompt written notice to the CONSULTANT. If the CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS

4.1. The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 5. TERMINATION

5.1. TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this contract which may be due and owing at the time of such termination.

5.2. If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or its failure to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3. CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4. Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5. TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The parties

agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2. Modifications/Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

6.3. Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4. No Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5. Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. No member, officer, or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6.6. Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7. Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs, or subparagraphs.

6.8. Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9. Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph,

section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10. Indemnity. The City agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as CONSULTANT for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, the CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's office, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's, or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 769.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City for the negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officer, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

6.11. Time is of the essence to this Agreement.

6.12. Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13. Necessity of Writing for Waiver. Change, Modification or Termination. No waiver, change, modification, or termination of any provision of this Agreement is effective unless made in writing.

ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1. Compensation and Payment for Consultant's Services

A. Specific Rate of Compensation Method

1. Payments shall be made on a firm fixed price (lump sum) basis for each task or deliverable, as negotiated and authorized in writing by the City. Payment will be based on percentage of task completion, inclusive of all labor, direct expenses, and sub-consultant costs.

2. The CITY's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. Method of Payment

1. Upon review and approval of the CONSULTANT's invoice and verification that services have been rendered in conformity with this Agreement, the City of Kissimmee, through payment issued by the

Development Services Department, shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period. The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all of the above requirements are met.

2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY based on the percentage of the amount for those specific services.

3. The CONSULTANT's invoices shall be in a form satisfactory to the City's Development Services, who shall initiate disbursements.

7.2. Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3. Payments are due and payable within thirty (30) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Not withstanding, in no instance shall payment be due in less than thirty (30) days.

7.4. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage, and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6. CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

ARTICLE 8. NOTICES

8.1. All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Yurley Torres	
Project Manager	
City of Kissimmee Public Works and Engineering Dept.	
101 N. Church Street, Kissimmee, Florida 34741	

ARTICLE 9. INSURANCE REQUIREMENTS

9.1. CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives, and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "B" and made a part hereof.

9.2. Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per Occurrence and $2,000,000 annual aggregate for bodily injury, personal injury, and property damage.

B. Business Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer’s Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

F. Professional or Errors of Omissions Liability Insurance: limit of liability no less than $2,000,000.

9.3. All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY and FDOT. There are not to be any special limitations on the protection being provided to the CITY and FDOT, its officials, employees, or volunteers.

9.4. Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

9.6. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.8. The CONSULTANT shall be responsible for their sub consultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE, evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS

10.1, E-Verify (Executive Order 11-116). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONSULTANT is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Website: http://www.dhs.gov/E-Verify.

10.2. Public Entity Crimes Statement (287.133, F.S.). As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty- six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

10.3. Notification of Performance Evaluation. At the end of the contract, the City will evaluate the CONSULTANT's performance within 30 days of final acceptance which will become public record. Final Contract language shall reflect as such.

10.4. Records Retention and Access to Records. At the conclusion of all work by CONSULTANT, the work products shall become the sole property of the City of Kissimmee which shall be retained for Six (6) years. Additionally, see attached RFQ2025-007.

10.5. Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6. Contract Forms. The following contract forms contained in attachment "A" and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Acceptance of Proposal Terms & Conditions
- Drug Free Workplace Certification
- Conflict of Interest Statement
- Public Entity Crimes Disclosure
- Statement of No Proposal
- Truth in Negotiation Certification
- Human Trafficking Affidavit
- Request for Qualifications (RFQ) for Construction Engineering and Inspection Services (CEI)

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved, and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____

Mayor- Commissioner Date:

_____

Attest:

_____

City Clerk
Approved as to form & legality

_____

City Attorney

CONSULTANT:

_____

Signature

_____

Name, Title

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this day of _____2025, by _____. He/She is personally known to me or has produced his/her driver's license as identification.

_____

Notary Public, State of Florida Seal

COMPENSATION METHOD OF PAYMENT AND INVOICING

I. Compensation Amounts

The CITY shall pay the CONSULTANT negotiated fees for the services described and approved pursuant to the amount and method of payment described herein as follows:

The total compensation for the work described in Attachment "A" shall be a not to exceed amount of $_____, which will be paid monthly as noted in the Agreement and includes all expenses per the following compensation breakdown:

PROJECT STAFF	HOURS	RATE	DIRECT LABOR
Senior Project Engineer			
Project Administrator			
Senior Inspector			
Inspector			
Geotechnical Engineer			
Geotechnical Technician			
Resident Compliance Specialist (RCS)			

Straight Time OT 10% $ Premium

OT $

Laboratory Testing Cost $

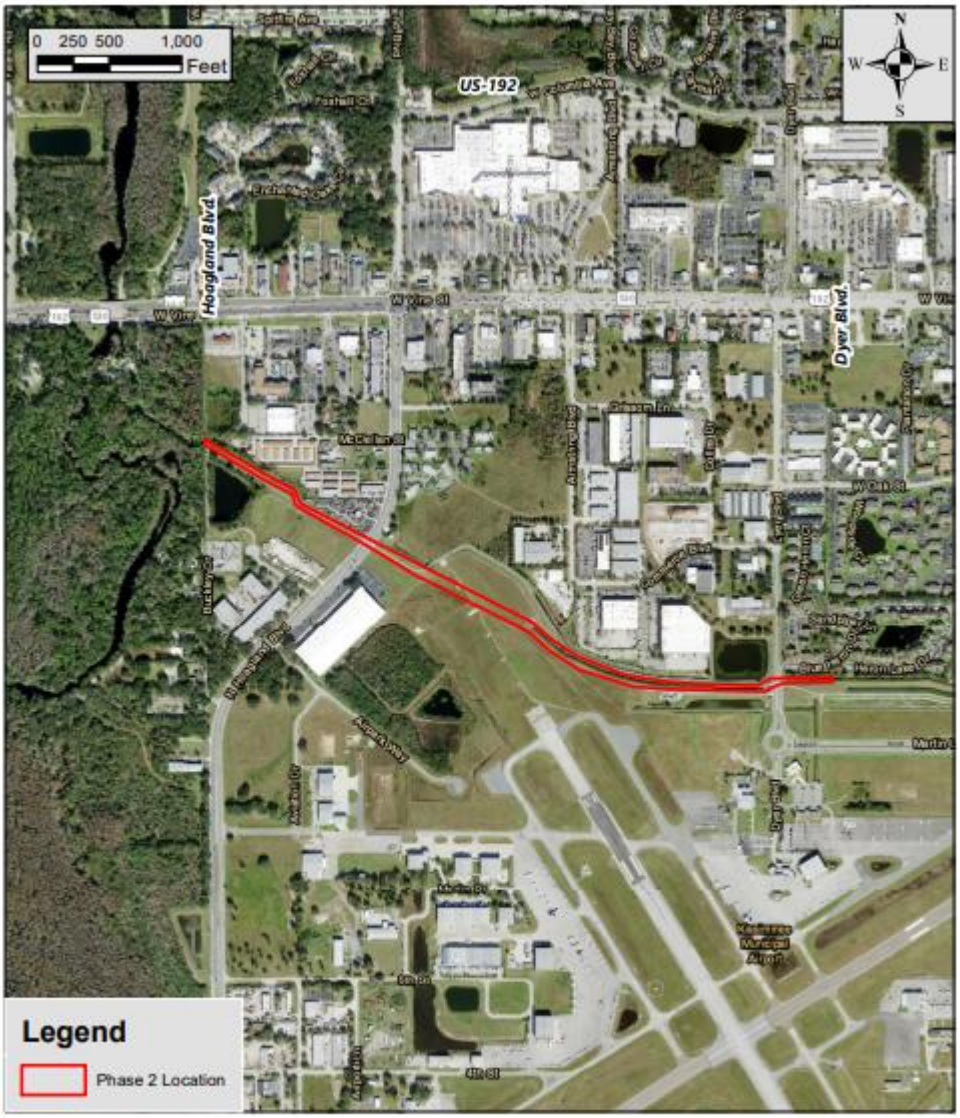
Total CEI Cost $

Initials of Signatories: _____ _____

CONSULTANT/date CITY/date

ATTACHMENT "C"

PROJECT LOCATION MAP



Woodside Drainage Improvements Phase 2
City of Kissimmee
Public Works & Engineering

Figure 1 - Phase 2 Location Map
1"= 1,000'

RS&H

EXHIBIT "A"
SCOPE OF SERVICES

a. The CONSULTANT shall be responsible for providing services as defined in this Scope of Services, the referenced City requirements, and procedures.
b. The Consultant shall provide Construction Engineering and Inspection (CEI) services for Woodside Drainage Improvements construction project. The following describes work agreed to.
c. CEI services shall be provided in compliance with the Federal Requirements including but not limited to construction inspection, certification as to the contractor's compliance with all the Florida Commerce, Community Development Block Grant (CDBG), and City of Kissimmee requirements such as, but not limited to, submittal of certified payrolls as outlined by FHW A 1273, May 2012 and according to the General Decision FL 230, which is the wage determination for the project.
d. The Consultant shall provide personnel meeting the requirements set forth in the section labeled Personnel Training and Experience Standards in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Agreement are effectively carried out.
e. In order for the CONSULTANT to schedule its activities, the City will endeavor to provide the Consultant at least three (3) calendar days advance notice of the award date of each construction contract where CONSULTANT Engineering Inspections Services are required.
f. The CONSULTANT shall maintain close coordination with the City and each Contractor to minimize rescheduling of the Consultant's activities due to construction delays or changes in scheduling of the Contractor's activities.
g. The CONSULTANT shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's Project Administrator shall be identical to the Department's Project Administrator and shall be interpreted as such.
h. Services provided by the CONSULTANT shall comply with the Florida Design Manual (FDM), as required for Class B Projects, which applies once the construction cost exceeds $10 million. If the project remains under the $10 million threshold, the Florida Greenbook and the FY 2025-26 edition of the Standard Plans may apply. However, as the project is approaching the Class B classification, FDM standards will govern all design and construction procedures. All relevant manuals, procedures, and memorandums, including those related to the FDM and Greenbook, are available at the State Construction Office's website.
i. It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
j. The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
k. The CONSULTANT shall advise the Project Manager and the Construction Operations Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

GENERAL:

It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the construction project such that the Project are constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The CONSULTANT shall advise the City Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

On-Site Inspection:

The CONSULTANT shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the contracts for the Project to determine that the Project is constructed in reasonable conformity with such documents. The CONSULTANT will monitor all off-site activities and fabrication as needed. The CONSULTANT shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

CONSULTANT shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT procedure.

Sampling and Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The CONSULTANT shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The CONSULTANT will perform inspection and sampling of materials and components as needed at locations remote from the vicinity of the project. The CONSULTANT will perform testing of materials normally done in a laboratory remote from the Project site for verification purposes. The CONSULTANT shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified will analysis, FDOT label, FDOT stamp, etc. The CITY will monitor the effectiveness of the CONSULTANT testing

procedures through surveillance and obtaining and testing independent assurance samples. Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications, latest editions, or as modified by the Special/ Supplemental Provisions of the contracts for the Project. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested to a certified laboratory.

Engineering Services:

The CONSULTANT shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the City for failure of such parties to follow written direction issued by the CONSULTANT.

Services include but are not limited to the following: maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the construction contract applicable to the Project, maintaining complete, accurate records of all activities and events relating to the Project, and properly documenting all significant project changes. The scope will be governed by the current adopted Design Standards, Standard Specifications for Road and Bridge Construction as listed on the final signed and sealed design plans and the specifications. The CONSULTANT shall perform the following services:

I. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures as required by the NPDES Generic Permit. For each project that requires the use of the NPDES General and/or Generic Permit, provide at least one inspector who has successfully completed the "Florida Storm Water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by FDOT and City.
II. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues and process the necessary paperwork.
III. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.
IV. Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the contract for the Project in regard to payment of predetermined wage rates in accordance with Department procedures.
V. Provide personnel for surveillance of the Contractor's compliance with contracts for the Project. This individual is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include, but are not limited to, Local

Agency Program Federal Requirements, EEO Affirmative Action for the prime contractor and subcontractor, -, Contractor Formal Training, Payroll, and Subcontracts. The Project Administrator must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the CITY as requested. The CITY will provide Public Information Services.

VI. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

VII. The CONSULTANT shall have a digital camera for photographic documentation of pre- construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the City Engineer. The taking of the photographs shall begin at the start of construction and continue regularly throughout the Project. Photographs shall be taken throughout construction up to Final Acceptance.

Geotechnical Engineering:

The CONSULTANT shall observe the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the City Engineer, and direct the Contractor to correct such observed discrepancies. The CONSULTANT shall attend the preconstruction conference and/or special geotechnical meeting for the construction contract. All services under this section will be performed in accordance with FDOT Specification Section 455.

Utility Coordination:

It shall be the responsibility of the CONSULTANT to monitor utility coordination to ensure reasonable conformance with the Plans and the Department's standards, policies, procedures, and design criteria. For projects classified as Class B Projects, the utility coordination must comply with the Florida Design Manual (FDM), the FDOT FY 2025-2026 Standards, policies, procedures, and design criteria as contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, the final signed and sealed design plans, Rule 14-46.001 (Utility Accommodation Manual), the Utility User's Guide, and any applicable Supplemental Specifications, Provisions, or Agreements. If the project remains under the $10 million threshold, the Florida Greenbook and associated guidelines may apply, as determined by the City's direction.

PERSONNEL:

Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel, qualified by experience, and education. The CONSULTANT shall submit in writing to the City Engineer the names of personnel proposed for assignment to the project, including a detailed resume for each, containing at a minimum education and experience. Requests for personnel approval shall be submitted to the City Engineer at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the CITY. Staff that has been removed shall be replaced by the Consultant within one week of CITY notification.

Before the Project begin, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the CITY and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

SENIOR PROJECT ENGINEER

A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(five (5) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (three (3) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT and CITY standards. Also, must have the following:

Qualification:

- FDOT Advanced MOT
- Attended the CTQP Quality Control Manager course and passed the examination.

Certification:

- None

A master's degree in engineering may be substituted for one (1) year engineering experience.

PROJECT ADMINISTRATOR

A Civil Engineering degree plus three (3) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, three (3) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Shall be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

- FDOT Intermediate MOT
- Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)
- CTQP Final Estimates Level II

Certifications:

- SSPC course: C-3 Supervisor/Competent Person Training for Leading of Industrial Structures (If applicable).

Other:

- Attended CTQP Quality Control Manager Course and passed the examination.

A master's degree in engineering may be substituted for one (1) year of engineering experience.

SENIOR INSPECTOR

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection (CC2) bridge structures.

Must have the following:

Qualifications:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Asphalt Roadway Level II (If applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (If applicable)
- CTQP Drilled Shaft Inspection (If applicable required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures) CTQP Grouting Technician Level I (If applicable)
- CTQP Post-Tensioning Technician Level I (If applicable)
- FDOT Intermediate MOT
- CTQP Final Estimates Level I

Certifications:

- Nuclear Radiation Safety
- SSPC course: C-3 Supervisor/Competent Person Training for Leading of Industrial Structures (If applicable)
- or a Civil Engineering degree and one (1) year of road & bridge CEI experience. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Earthwork Construction Inspection Level I

- CTQP Pile Driving Inspection (If applicable)
- CTQP Drilled Shaft Inspection (If applicable required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- CTQP Final Estimates Level I

Certifications:

- Nuclear Radiation Safety
- Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

GEOTECHNICAL ENGINEER

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Department bridge projects, including Department Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of transportation. “Responsible charge” experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), W EAP computer program and CAPW AP computer programs to analyze concrete/steel/timber piling.

Responsibilities include resolving any on-site conflicts in terms of soil material classification, water table issues, or any other material testing as required during the entire course of construction.

GEOTECHNICAL TECHNICIAN

Knowledge in the use and provisions of the PDA system, W EAP and CAPW AP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection

Responsible for performing assignments in assisting the Geotechnical Engineer in terms of material. Sampling, material testing and material reporting as part of Geotech Engineer's duties listed above.

RESIDENT COMPLIANCE SPECIALIST (RCS)

One (1) year of experience as a Resident Compliance Specialist on a construction project, or Two (2) years assisting the Resident Compliance Specialist in monitoring the project. Prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs.

Qualifications:

- Resident Compliance Specialist Computer-Based Training (CBT)

Staffing:

Once authorized, the CONSULTANT shall establish and maintain an appropriate staff, as defined by the attached staffing plan, through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the CONSULTANT at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

FINAL ESTIMATES

Final Estimate and As-Built Plans Submittal:
Prepare documentation and records in compliance with the construction contracts for the Projects; CONSULTANTS approved QC Plan and the FDOT s Procedures.
Submit the Final Estimate(s) and one (1) set of final as-built plans documenting Contractor's work (one record set with two copies) as follows:

Within thirty (30) calendar days of final acceptance; or
The CONSULTANT shall be responsible for making any revisions to the Final Estimate at no additional cost to the City.

Certification

CONSULTANT personnel preparing the Final Estimate Package shall be CTQP Final Estimates Level II

ITEM 7.H
Acceptance of Additional Funding from the Resilient Florida Grant Program

Request

Request approval to accept an additional $79,312 in Federal grant funding awarded for extra work on the comprehensive inland vulnerability assessment project, and to amend the budget to reflect the funding received (Grant #CVA 24).

Explanation

On December 18, 2023, the City received notice of a $340,000 award, funded entirely by federal funds. On June 3, 2024, the City received the agreement for final approval to accept the awarded funds, which was approved by the City Commission on July 16, 2024.

On September 1, 2025, the City of Kissimmee requested an additional $79,312 through the Resilient Florida Grant Program to support an exposure analysis as part of its comprehensive inland vulnerability assessment. This effort is vital for improving the City's readiness for changing climate conditions and for safeguarding its residents, critical infrastructure, and natural resources.

The assessment will examine potential impacts of rainfall-induced flooding. The project will analyze six key inland basins: Shingle Creek, West City Ditch, East City Ditch, Downtown, Mill Slough, and Bass Slough. All of these basins ultimately drain into Lake Tohopekaliga, a crucial water body subject to a nutrient reduction plan.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145206-506393 15100334 334490	CVA24	Increase Increase	$79,312 $79,312	

Financial Summary:

This grant will adequately fund the entire project cost.

Recommendation

Approval to accept an additional $79,312 in Federal grant funding awarded for additional work to the comprehensive inland vulnerability assessment project, and amend the budget to reflect the funding received.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) City of Kissimmee Comprehensive VA and AP

AMENDMENT NO. 2
TO AGREEMENT NO. 24PLN44
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF KISSIMMEE

This Amendment to Agreement No. 24PLN44 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Kissimmee (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan (Project), effective August 8, 2024; and,

WHEREAS, $69,583.21 in additional funding for this Project is provided under Line Item #1776 of the 2022-2023 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item #1776 of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, $150.00 in additional funding for this Project is provided under Line Item #1820 of the 2023-2024 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item #1820 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, $9,578.79 in additional funding for this Project is provided under Line Item #1854 of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now $419,312.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item #1854 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Attachment 6, Exhibit H following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
$0	☑ State ☐ Federal	GAA LI 1820, FY 23-24	$340,000.00
	☑ State ☐ Federal	GAA LI 1776, FY 22-23	$69,583.21
	☑ State ☐ Federal	GAA LI 1854, FY 24-25	$9,578.79

	☑ State ☐ Federal	GAA LI 1820, FY 23-24	$150.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			$419,312.00

3. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

4. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

5. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

6. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-A shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.

7. Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6-A shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.

8. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF KISSIMMEE	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Mike Steigerwald, City Manager Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (7 pages)
Attachment	5-B	Second Revised Special Audit Requirements (7 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 24PLN44

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN44

ATTACHMENT 3-B

PROJECT TITLE: City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in City of Kissimmee within Osceola County, Florida.

PROJECT DESCRIPTION:
The City of Kissimmee (Grantee) will complete the City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs

380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input on initial modeling results and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **5.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **5.5:** A summary report including attendee input and meeting outcomes.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **7.1:** Meeting agendas to include location, date, and time of meeting;
- **7.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- **7.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **7.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **7.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 8: Identify Focus Areas

Description: The Grantee will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation

strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **8.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **8.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **8.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** A summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables:

- **11.1:** The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 12: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables:

- **12.1:** The Grantee will provide the final Adaptation Plan or Report.

Task 13: Grant Administration

Description: The Grantee will perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities.

Deliverables: The Grantee will submit:

- **13.1:** Quarterly grant management reports signed by the Grantee's Grant Manager, to include:
    - A summary of grant activities; and
    - A list of any reports or documents created.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request..

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must

not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	$10,800	$0	$10,800	7/1/2023	3/31/2026
3	Acquire Background Data	Contractual Services	$36,900	$0	$36,900	7/1/2023	3/31/2026
4	Exposure Analysis	Contractual Services	$159,812	$0	$159,812	7/1/2025	6/30/2026
5	Public Outreach Meeting #1	Contractual Services	$23,300	$0	$23,300	7/1/2023	6/30/2026
6	Sensitivity Analysis	Contractual Services	$25,600	$0	$25,600	7/1/2023	6/30/2026
7	Public Outreach Meeting #2	Contractual Services	$24,300	$0	$24,300	7/1/2023	9/30/2026
8	Identify Focus Areas	Contractual Services	$9,900	$0	$9,900	7/1/2023	9/30/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$29,100	$0	$29,100	7/1/2023	9/30/2026
10	Public Presentation	Contractual Services	$9,200	$0	$9,200	7/1/2023	9/30/2026
11	Local Mitigation Strategy	Contractual Services	$15,000	$0	$15,000	7/1/2023	9/30/2026
12	Adaptation Plan	Contractual Services	$59,300	$0	$59,300	7/1/2023	9/30/2026
13	Grant Administration	Contractual Services	$16,100	$0	$16,100	7/1/2023	9/30/2026
		Total:	**$419,312**	**$0**	**$419,312**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-B

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	$340,000.00	140078
Amendment #1	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	$69,583.21	140078
Amendment #2	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$9,578.79	140078
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	$150.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$419,312.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work

Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN44

Project Title: City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan

Grantee: City of Kissimmee

Subcontractor: Michael Baker, International

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Nagel Altrui
Grantee's Grant Manager Signature

Nagel Altrui
Print Name

01/22/2026
Date

ITEM 7.I
Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned, junked or scrapped and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction unless otherwise desired by other local governments for purchase at fair market value.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter: Tavia Ritchie

Attachment(s):
1. February 2026 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Feb-26 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
FD140	2021 FORD F150 SUPERCREW	FD140		1FTEW1C57MKD59812	26050
PD265	2001 ECONOLINE VAN	PD265		1FSE34L61HA54020	17112
POLICE	MISC ITEMS IN PD265				N/A
PD496	2009 FORD CROWN VIC	PD496		2FAHP71V59X134279	20700
POLICE	MISC ITEMS IN PD496				N/A
PD505	2009 FORD CROWN VIC	PD505		2FAHP71V79X134266	20710
POLICE	MISC ITEMS IN PD505				N/A
CITY CLERK	FUJITSU SCANNER		FI7480		25955
ECO DEV	LARGE BOX OUTDOOR CHRISTMAS STARBURST LIGHTS				N/A
PARKS	8 ROUND FOLDING TABLES AND WHEELED RACK				N/A
PARKS	63 METAL FOLDING CHAIRS AND WHEELED RACK				N/A

City of Kissimmee
Surplus Property Auction List
Feb-26 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY CLERK	STEREO SYSTEM AND SPEAKERS			N/A
CITY CLERK	ANSWERING SYSTEM			N/A
CITY CLERK	KEYBOARD			N/A
DEV SERVICES	MOTOROLA PORTABLE RADIO	APX900		24633
DEV SERVICES	MOTOROLA PORTABLE RADIO	APX900		24634
DEV SERVICES	MOTOROLA PORTABLE RADIO	APX900		24635
DEV SERVICES	MOTOROLA PORTABLE RADIO	APX900		24636
DEV SERVICES	MOTOROLA PORTABLE RADIO	APX900		24637
POLICE	PRO III LASER		1 18771	18544
POLICE	PRO III LASER		1 12796	18376
POLICE	PRO III LASER		12648	18377
POLICE	PROTECH SHIELD		0704INT278	N/A
POLICE	PROTECH BALLISTIC SHIELD		0305INT198	18114
POLICE	PROTECH BALLISTIC SHIELD		0305INT197	25558
POLICE	2021 CEW AXON Taser 7 Device		X4000E37E	26571
POLICE	2021 CEW AXON Taser 7 Device		X4000E326	26572
POLICE	2021 CEW AXON Taser 7 Device		X4000E306	26573
POLICE	2021 CEW AXON Taser 7 Device		X4000E33A	26574
POLICE	2021 CEW AXON Taser 7 Device		X4000E335	26575
POLICE	2021 CEW AXON Taser 7 Device		X4000E377	26576
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PK	26577
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PM	26578
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PP	26579
POLICE	2021 CEW AXON Taser 7 Device		X4000E2R1	26580
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T3	26581
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T4	26582
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T5	26583
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T7	26584
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TA	26585
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TC	26586
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TD	26587
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TF	26588
POLICE	2021 CEW AXON Taser 7 Device		X4001DV3C	26589
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TR	26590

POLICE	2021 CEW AXON Taser 7 Device		X4000E2TV	26591
POLICE	2021 CEW AXON Taser 7 Device		X4000E2V1	26592
POLICE	2021 CEW AXON Taser 7 Device		X4000E2V3	26593
POLICE	2021 CEW AXON Taser 7 Device		X4000E2VN	26594
POLICE	2021 CEW AXON Taser 7 Device		X4000E1R0	26595
POLICE	2021 CEW AXON Taser 7 Device		X4000E1RH	26596
POLICE	2021 CEW AXON Taser 7 Device		X4000E207	26597
POLICE	2021 CEW AXON Taser 7 Device		X4000E24M	26598
POLICE	2021 CEW AXON Taser 7 Device		X4000E24V	26599
POLICE	2021 CEW AXON Taser 7 Device		X4000E24W	26600
POLICE	2021 CEW AXON Taser 7 Device		X4000E250	26601
POLICE	2021 CEW AXON Taser 7 Device		X4000E26D	26602
POLICE	2021 CEW AXON Taser 7 Device		X4000E27F	26603
POLICE	2021 CEW AXON Taser 7 Device		X4000E27N	26604
POLICE	2021 CEW AXON Taser 7 Device		X4000E290	26605
POLICE	2021 CEW AXON Taser 7 Device		X4000E294	26606
POLICE	2021 CEW AXON Taser 7 Device		X4000E2A9	26607
POLICE	2021 CEW AXON Taser 7 Device		X4000E2AF	26608
POLICE	2021 CEW AXON Taser 7 Device		X4000E2CK	26609
POLICE	2021 CEW AXON Taser 7 Device		X4000E2CM	26610
POLICE	2021 CEW AXON Taser 7 Device		X4000E2CR	26611
POLICE	2021 CEW AXON Taser 7 Device		X4000E2E2	26612
POLICE	2021 CEW AXON Taser 7 Device		X4000E2W3	26613
POLICE	2021 CEW AXON Taser 7 Device		X4000E2WK	26614
POLICE	2021 CEW AXON Taser 7 Device		X4000E2XP	26615
POLICE	2021 CEW AXON Taser 7 Device		X4000E301	26616
POLICE	2021 CEW AXON Taser 7 Device		X4000E302	26617
POLICE	2021 CEW AXON Taser 7 Device		X4000E308	26618
POLICE	2021 CEW AXON Taser 7 Device		X4000E30C	26619
POLICE	2021 CEW AXON Taser 7 Device		X4000E30K	26620
POLICE	2021 CEW AXON Taser 7 Device		X4000E30T	26622
POLICE	2021 CEW AXON Taser 7 Device		X4000E30W	26623
POLICE	2021 CEW AXON Taser 7 Device		X4000E311	26624
POLICE	2021 CEW AXON Taser 7 Device		X4000E313	26625
POLICE	2021 CEW AXON Taser 7 Device		X4000E314	26626
POLICE	2021 CEW AXON Taser 7 Device		X4000E316	26627
POLICE	2021 CEW AXON Taser 7 Device		X4000E318	26628
POLICE	2021 CEW AXON Taser 7 Device		X4000E319	26629
POLICE	2021 CEW AXON Taser 7 Device		X4000E31A	26630
POLICE	2021 CEW AXON Taser 7 Device		X4000E23H	26631

POLICE	2021 CEW AXON Taser 7 Device		X4000E251	26632
POLICE	2021 CEW AXON Taser 7 Device		X4000E262	26633
POLICE	2021 CEW AXON Taser 7 Device		X4000E29V	26634
POLICE	2021 CEW AXON Taser 7 Device		X4000E2N1	26635
POLICE	2021 CEW AXON Taser 7 Device		X4000E2N4	26636
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NA	26637
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NH	26638
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NM	26639
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NW	26640
POLICE	2021 CEW AXON Taser 7 Device		X4000E2P7	26641
POLICE	2021 CEW AXON Taser 7 Device		X4000E2P8	26642
POLICE	2021 CEW AXON Taser 7 Device		X4000E2P9	26643
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T6	26644
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T9	26645
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TM	26646
POLICE	2021 CEW AXON Taser 7 Device		X4000E2VW	26647
POLICE	2021 CEW AXON Taser 7 Device		X4000DW3V	26648
POLICE	2021 CEW AXON Taser 7 Device		X4000E1E9	26649
POLICE	2021 CEW AXON Taser 7 Device		X4000E1F0	26650
POLICE	2021 CEW AXON Taser 7 Device		X4000E1RP	26651
POLICE	2021 CEW AXON Taser 7 Device		X4000E1T0	26652
POLICE	2021 CEW AXON Taser 7 Device		X4000E1T2	26653
POLICE	2021 CEW AXON Taser 7 Device		X4000E216	26654
POLICE	2021 CEW AXON Taser 7 Device		X4000E21E	26655
POLICE	2021 CEW AXON Taser 7 Device		X4000E2HR	26656
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PW	26657
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PY	26658
POLICE	2021 CEW AXON Taser 7 Device		X4000E2R0	26659
POLICE	2021 CEW AXON Taser 7 Device		X4000E2R2	26660
POLICE	2021 CEW AXON Taser 7 Device		X4000E216	26661
POLICE	2021 CEW AXON Taser 7 Device		X4000E2R9	26662
POLICE	2021 CEW AXON Taser 7 Device		X4000E2RC	26663
POLICE	2021 CEW AXON Taser 7 Device		X4000E2RE	26664
POLICE	2021 CEW AXON Taser 7 Device		X4000E2RH	26665
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NX	26666
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PA	26667
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PC	26668
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PE	26669
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PH	26670
POLICE	2021 CEW AXON Taser 7 Device		X4000E2PN	26671

POLICE	2021 CEW AXON Taser 7 Device		X4000E2R4	26672
POLICE	2021 CEW AXON Taser 7 Device		X4000E2RF	26673
POLICE	2021 CEW AXON Taser 7 Device		X4000E2T2	26674
POLICE	2021 CEW AXON Taser 7 Device		X4000E2V0	26675
POLICE	2021 CEW AXON Taser 7 Device		X4000E2V4	26676
POLICE	2021 CEW AXON Taser 7 Device		X4000E2V5	26677
POLICE	2021 CEW AXON Taser 7 Device		X4000E2VP	26678
POLICE	2021 CEW AXON Taser 7 Device		X4000E2VX	26679
POLICE	2021 CEW AXON Taser 7 Device		X4000E2W0	26680
POLICE	2021 CEW AXON Taser 7 Device		X4000E2W1	26681
POLICE	2021 CEW AXON Taser 7 Device		X4000E2W2	26682
POLICE	2021 CEW AXON Taser 7 Device		X4000E1ET	26683
POLICE	2021 CEW AXON Taser 7 Device		X4000E1F5	26684
POLICE	2021 CEW AXON Taser 7 Device		X4000E1HN	26685
POLICE	2021 CEW AXON Taser 7 Device		X4000E1M4	26686
POLICE	2021 CEW AXON Taser 7 Device		X4000E1T4	26687
POLICE	2021 CEW AXON Taser 7 Device		X4000E1TC	26688
POLICE	2021 CEW AXON Taser 7 Device		X4000E1TD	26689
POLICE	2021 CEW AXON Taser 7 Device		X4000E1WA	26690
POLICE	2021 CEW AXON Taser 7 Device		X4000E1Y3	26691
POLICE	2021 CEW AXON Taser 7 Device		X4000E201	26692
POLICE	2021 CEW AXON Taser 7 Device		X4000E20X	26693
POLICE	2021 CEW AXON Taser 7 Device		X4000E210	26694
POLICE	2021 CEW AXON Taser 7 Device		X4000E21A	26695
POLICE	2021 CEW AXON Taser 7 Device		X4000E21P	26696
POLICE	2021 CEW AXON Taser 7 Device		X4000E227	26697
POLICE	2021 CEW AXON Taser 7 Device		X4000E22M	26698
POLICE	2021 CEW AXON Taser 7 Device		X4000E254	26699
POLICE	2021 CEW AXON Taser 7 Device		X4000E25M	26700
POLICE	2021 CEW AXON Taser 7 Device		X4000E2NE	26701
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TT	26702
POLICE	2021 CEW AXON Taser 7 Device		X4000E2WN	26703
POLICE	2021 CEW AXON Taser 7 Device		X4000E2WP	26704
POLICE	2021 CEW AXON Taser 7 Device		X4000E2X3	26705
POLICE	2021 CEW AXON Taser 7 Device		X4000E2X9	26706
POLICE	2021 CEW AXON Taser 7 Device		X4000E2XW	26707
POLICE	2021 CEW AXON Taser 7 Device		X4000E2XX	26708
POLICE	2021 CEW AXON Taser 7 Device		X4000E2XY	26709
POLICE	2021 CEW AXON Taser 7 Device		X4000E2Y0	26710
POLICE	2021 CEW AXON Taser 7 Device		X4000E2Y2	26711

POLICE	2021 CEW AXON Taser 7 Device		X4000E2Y5	26712
POLICE	2021 CEW AXON Taser 7 Device		X4000E2YA	26713
POLICE	2021 CEW AXON Taser 7 Device		X4001HDPE	26714 OR 27549
POLICE	2021 CEW AXON Taser 7 Device		X4000E2YN	26715
POLICE	2021 CEW AXON Taser 7 Device		X4000E2YP	26716
POLICE	2021 CEW AXON Taser 7 Device		X4000E2YT	26717
POLICE	2021 CEW AXON Taser 7 Device		X4000E2YX	26718
POLICE	2021 CEW AXON Taser 7 Device		X4000E2N9	26719
POLICE	2021 CEW AXON Taser 7 Device		X4000E2TW	26720
POLICE	AXON TASER		X4001D6F9	27400
POLICE	AXON TASER		X4001CPKM	27399
PW/DR	PW9723 - PIPE PLUGS 15"-30"		47091454	12969
PW/DR	PW9723 - PIPE PLUGS 15"-30"		98011248	26125 OR 12972

ITEM 8.A
(DKCRA) Approval of Reimbursement to Azure Hotel International, Inc. For the Demolition of the Civic Center

Request

Request approval for reimbursement to Azure for the Civic Center demolition, not to exceed $400,000, and authorize staff to sign any documents needed to carry out this action.

Explanation

Since the start of the Civic Center redevelopment project into a new hotel and convention center, the Downtown Kissimmee Community Redevelopment Agency (DKCRA) has actively supported funding efforts, providing financial aid to advance planning, site preparation, and key early activities crucial to the project's success.

Demolishing the existing Civic Center building is a necessary first step to ready the site for future redevelopment. According to the Master Development Agreement, section 5.4.b, the City must reimburse the developer, Azure, for eligible demolition costs related to the Civic Center, based on an independently sourced estimate approved by the City and aligned with the Project schedule. Azure has agreed to cover the demolition costs upfront, with reimbursement by the DKCRA following the terms of the agreement and after verification of eligible expenses.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208 508282		Decrease		400,000

Financial Summary:

The City has obtained an estimate totaling $374,500 and will reimburse Azure in an amount not to exceed the rounded amount of $400,000. Funding for this reimbursement will be paid from the Downtown Kissimmee CRA budget Aids to Private Organizations account. Reimbursement shall be made only for documented, eligible demolition expenses.

Recommendation

Approval for the reimbursement to Azure for demolition of the Civic Center up to $400,000, and authorize staff to sign any necessary documents to carry out this action.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. Master Development Agreement - Azure Hotel

MASTER DEVELOPMENT AGREEMENT

BETWEEN

CITY OF KISSIMMEE

AND

AZURE HOTEL INTERNATIONAL, INC.

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EXHIBITS

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

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (the "**Agreement**") is entered into on this 19th, day of August, 2025, by and between the City of Kissimmee, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "**City**"), and Azure Hotel International, Inc., a corporation duly organized and existing under the laws of the State of Florida (hereinafter referred to as "**Developer**" or "**AHI**"); the City and the Developer are each a "Party" and may collectively be referred to as the "Parties". This Agreement serves to formalize the partnership between the City and the Developer for the development and operation of a transformative project consisting of a hotel and convention center in downtown Kissimmee. The project aims to stimulate economic growth, attract tourism, and enhance the quality of life in the community.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

1.1 Definitions.

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

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

b. **“by Azure,” “Azure Resorts,”** means a phrase that must be included in the name of the Convention Center during the term of Azure’s lease agreement, as part of the branding and references to the Convention Center.

c. **"Builder’s risk insurance"** means insurance that covers a building where the building or insured area is under construction. It can cover just the structure, or also the materials on site waiting to be installed or transported to the job site.

d. **“CC Draw Event”** means, for the Convention Center and permitting City draw under §7.1A: (i) failure to Commence Vertical Construction (Convention Center) by twenty-four (24) months after the Effective Date; (ii) cessation of material work for ninety (90) consecutive days (excluding Force Majeure); (iii) failure to obtain a Certificate of Occupancy within forty-two (42) months after the Effective Date (Force Majeure only); (iv) misuse of City funds; or (v) any uncured Event of Default relating to the Convention Center.

e. **"Certificate of Occupancy"** means a document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

f. **"City"** means the City of Kissimmee, a municipal corporation of the State of Florida.

g. **"City Contribution"** means the financial and other contributions to be made by the City towards the development and operation of the Convention Center as outlined in this Agreement.

h. **"Comprehensive General Liability (CGL) Insurance"** means insurance coverage that protects against claims for bodily injury, property damage, and personal and advertising injury that may arise from business operations.

i. **"Convention Center"** means the facility to be developed and operated by the Developer pursuant to the terms of this Agreement.

j. **“Convention Center Operator”** means a special purpose entity owned by AHI, designated to manage the Convention Center on behalf of AHI under this Agreement.

k. **"Cyber liability insurance"** means insurance that covers businesses for data breaches and other cyber security issues.

l. **"Developer"** means AHI, a corporation duly organized and existing under the laws of the State of Florida.

m. **"Development Milestones"** means specific progress points in the development process at which certain actions are taken, or conditions must be met.

n. **"Estimated Cost Breakdown"** means a detailed allocation of the project's costs, including soft costs, hard costs, and contingencies.

o. **"Events of Default"** means conditions that constitute a breach of the Agreement's terms, leading to possible termination.

p. **"Force Majeure"** means any event beyond the control of the parties, including but not limited to acts of God, war, terrorism, civil disturbance, governmental action, or natural disaster, that prevents one or both parties from fulfilling their obligations under this Agreement.

q. **"GAAP"** means Generally Accepted Accounting Principles.

r. **"Gross Negligence"** means a severe degree of negligence taken as reckless disregard, blatant indifference to one's legal duties, or the rights and safety of others.

s. **“Hotel”** means Azure Hotel – Historic Kissimmee Downtown, to be constructed, owned, and operated by the Developer pursuant to this Agreement.

t. **“Hotel NOI”** means for any period, Hotel Gross Revenues from the Hotel minus Operating Expenses incurred in the ordinary course of operating and maintaining the Hotel, calculated on an accrual basis in accordance with U.S. GAAP consistently applied, excluding (i) debt service and other financing costs, (ii) federal, state, and local income taxes, (iii) depreciation and amortization, and (iv) capital expenditures.

u. **“Hotel Property”** means the property that will be deeded to the Developer for the construction of the Hotel.

v. **"Hotel Profit Sharing Structure and Benefits"** means the specific terms outlining the division of net operating income between the City and the Developer, as part of their Agreement.

w. **"Independent Entity"** means a business that operates independently, without control from any outside organizations, including the parties to this Agreement.

x. **"Indirect, Special, Incidental, Punitive, or Consequential Damages"** means damages that are not directly related to the breach of contract but are a secondary consequence of a breach, such as lost profits, revenue, data, or use.

y. **" Lease Agreement"** means an arrangement where the City grants the Developer the right to operate and manage the City-owned Convention Center for a specified annual fee.

z. **"Licenses, Permits, and Approvals"** means official documents or permissions required by law to engage in certain activities or operations.

aa. **"Naming Rights"** means the exclusive right of the City to name the Convention Center and to market, assign, or sell such rights to “Azure” or “by Azure Resorts”.

bb. "No-Lien Covenant" means an agreement that AHI will not encumber or otherwise burden the Convention Center, any City-owned property, or public assets with liens, mortgages, or similar claims.

cc. "Notice and Cure Period" means the timeframe provided to a defaulting party to remedy a breach of the Agreement.

dd. "Performance Terms" means criteria set forth to evaluate the Developer's management and operations of the Convention Center, including revenue and event volume thresholds.

ee. "Pioneer Grant" means a financial incentive provided by the City pursuant to its Pioneer Project Incentive Program (PPIP) in the amount not to exceed $1.5 million provided by the City to support the development of the hotel, which shall be disbursed in accordance with the milestone schedule set forth in Exhibit F. The Pioneer Grant funds may only be used for qualified development costs as defined in Section 5.3 of this Agreement and shall be subject to the City's verification and audit rights.

ff. "Project" means the comprehensive development described in this Agreement, including the planning, financing, equipping, construction, ownership, operation, and maintenance of (i) a publicly owned Convention Center and (ii) a privately owned hotel, currently known as the Azure Hotel – Historic Kissimmee Downtown, both located in downtown Kissimmee, Florida. The Project encompasses all associated infrastructure improvements, performance requirements, public-private partnership terms, and economic development components as outlined in this Agreement.

gg. "Public-Private Partnership" means a cooperative arrangement between one or more public sectors (in this case, the City of Kissimmee) and the private sector (in this case,

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

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

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

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

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

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

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

ARTICLE II - PROJECT DESCRIPTION AND COMPONENTS

2.1 Project Description.

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

2.2 Project Components.

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

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

b. **The Hotel**. The Developer shall construct the Hotel in accordance with the schedule, milestones, and design standards set forth in the Hotel Construction Plan, attached hereto as **EXHIBIT C**. Any material changes to the Hotel Construction Plan shall require prior written approval from the City, which shall not be unreasonably withheld or delayed.

c. **Economic and Community Impact**. This project is poised to generate significant employment opportunities, increase local income, and foster sustainable economic growth. By attracting visitors and businesses, the convention center and hotel will elevate Kissimmee's profile as a destination, while the thoughtful design and alignment with city regulations ensures long-term benefits for residents, including improved quality of life through enhanced infrastructure and amenities.

2.3 Project Timeline.

a. **Definitive Agreements Execution**. All definitive agreements with the City, including this Agreement, must be executed on or before August 19, 2025, in order to meet target opening dates. The Parties understand and acknowledge that the failure to meet this deadline may result in schedule adjustments and potential cost increases.

b. **Convention Center Target Opening.** The target grand opening for the Convention Center is set for the first quarter of 2029, subject to a 36-month construction timeline. This schedule is contingent upon there being no force majeure events, permitting delays, or other circumstances beyond AHI's reasonable control.

c. **Hotel Target Opening**. The target grand opening for the Hotel is set for the second quarter of 2029, subject to a 42-month construction timeline. This timeline will commence upon

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

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

ARTICLE III - LAND USE AND OWNERSHIP

3.1 Land Use and Ownership.

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

3.2 Convention Center Land Use and Ownership.

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

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

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

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

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

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

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

ARTICLE IV- DESIGN, DEVELOPMENT AND CONSTRUCTION OBLIGATIONS

4.1 Convention Center.

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

a. Design Phase

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

b. Development Phase

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

c. Construction Phase

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

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

d. Permit and Regulatory Compliance

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

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

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

e. Design Standards and Review Process

Design Standards.

i. The Developer shall adhere to high-quality architectural and engineering standards that align with the strategic vision for the downtown Kissimmee area. This includes sustainable design practices, compliance with local aesthetic guidelines, and incorporation of innovative construction technologies.

ii. The design must prioritize energy efficiency, accessibility, and environmental sustainability, incorporating elements such as green roofs, solar panels, and rainwater harvesting systems where feasible.

iii. The Developer is required to ensure that all design elements are consistent with the character and historical context of the downtown Kissimmee area, promoting architectural harmony and community integration.

Review Process.

i. The Developer shall submit preliminary design concepts to the City for initial feedback within 60 days of executing this Agreement.

ii. Detailed architectural and engineering plans shall be submitted to the City for formal review no later than 120 days from the execution of this Agreement.

iii. The City shall have 30 business days to review and provide any necessary feedback or request modifications to ensure compliance with the agreed design standards.

iv. The Developer shall incorporate the City's feedback and resubmit the revised plans within 20 business days of receiving the City's comments.

v. Final approval of the design plans by the City shall not be unreasonably withheld, conditioned, or delayed.

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

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

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

f. City Contributions

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

g. Change Management

i. **Change Orders.** Any change in scope, cost, or construction schedule shall require a written change order. All change orders must be approved in writing by both the Developer and the City. Any change order that would increase the total project cost for the Convention Center of $54,900,000 or extend contract time requires approval by the governing body (City Commission).

ii. **Contractor Selection and Oversight.** Developer shall be solely responsible for hiring and managing contractors and subcontractors. All contractors and subcontractors must meet required licensing, insurance, and performance standards required by this Agreement and section 255.065(5)(a), Florida Statutes, requiring compliance with any minimum standards of the City for traditional projects.

h. Force Majeure – Convention Center

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

4.2 Hotel.

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

a. Design Phase

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

b. Development Phase

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

c. Construction Phase

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

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

d. Permit and Compliance Obligations

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

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

e. **City Contributions**

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

4.3 City Oversight and Conditions.

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

ARTICLE V - FINANCING AND FUNDING

5.1 Purpose.

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

5.2 Financial Structure

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

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

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

5.3 Financing Structure

a. Convention Center Financing

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

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

b. Hotel Financing

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

5.4 City Financial Support.

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

a. **$10 Million Allocation**. Designated for redevelopment of the Kissimmee Civic Center site, including construction support for the Convention Center.

b. **Demolition Reimbursement.** The City shall reimburse the Developer for demolition costs of the existing Civic Center, based on an independently sourced estimate approved by the City and aligned with the Project schedule. The reimbursement amount shall be included in the Public Funding Schedule.

c. **Pioneer Grant.** A one-time $1.5 million grant to support hotel development, to be disbursed according to the Public Funding Schedule upon achievement of specified development milestones.

d. **Tax Incentives.** The City of Kissimmee shall provide AHI with the following tax incentives where applicable, legally permitted, and agreed upon when credits require the approval of the City Commission. The City shall cooperate with AHI to complete all necessary documentation to secure these incentives within 30 days of request. AHI may also be eligible for other standard hospitality industry tax incentives as may be available from time to time.

e. **Owner Direct Purchasing.** To reduce construction costs, the City may implement an Owner Direct Purchasing (ODP) program for materials, furniture, fixtures, and equipment (FFE) using its tax-exempt status for constructing and equipping the City-owned Convention Center. AHI and its contractors shall: (a) identify eligible items for the ODP program; (b) provide detailed cost estimates and specifications for such items at least thirty (30) days prior to scheduled procurement; (c) coordinate with the City's purchasing department to facilitate direct purchases; and (d) inspect all ODP items upon delivery for compliance with specifications. AHI shall assume all risk and remain fully responsible for all material incorporated into any project, directly purchased by the City or not. This will include, but not be limited to, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning, and all applicable warranties, etc. The title and ownership of any ODP items shall remain with the City. Notwithstanding the foregoing: (i) the parties shall share equally any costs from concealed defects in ODP items not

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

5.5 City Disbursement Schedule.

a. An initial deposit of $3 million (30% of the $10 million allocation) will be paid to Developer within five (5) business days of execution of definitive agreements subject to lawful appropriation.

b. The remaining balance shall be disbursed in phases based on verified Development Milestones and submission of supporting invoices.

c. The City may, in its sole discretion and subject to funding availability, make additional contributions toward Convention Center construction costs from other sources, including Tourist Development Tax (TDT) revenues, with no prepayment penalties applied.

d. The City's financial contributions, disbursement schedule, and applicable incentive programs are outlined in **EXHIBIT E (Public Funding Schedule)**, attached hereto and incorporated by reference. These schedules govern the timing, conditions, and permitted uses of public funds and incentives made available by the City

5.6 Economic Impact and Return on Investment

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

ARTICLE VI - LEASE TERMS

6.1 Management and Lease of the Convention Center.

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

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

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

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

b. Marketing and Promotion Plan. On or before January 15 of each year, the Developer shall submit an annual Marketing and Promotional Plan for the Convention Center to the City. This plan shall outline strategies to maximize facility utilization, attract target market segments, and increase bookings.

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

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

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

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

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

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

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

ARTICLE VII - PERFORMANCE GUARANTEES

7.1 Convention Center Completion Guarantee.

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

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

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

7.1A Convention Center Performance Guarantee

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

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

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

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

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

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

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

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

7.2 Hotel Completion Guarantee.

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

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

7.3 Additional Security Instruments.

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

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

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

VIII - REVENUE SHARING AND ECONOMIC TERMS

8.1 Convention Center Lease Payments.

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

8.2 Marketing and Promotional Budget.

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

8.3 Use of City Contributions.

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

8.4 Additional Funding Commitments.

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

8.5 Economic Impact Reporting.

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

8.6 Hotel Tax Revenue.

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

8.7 Hotel Profit Sharing Structure and Benefits

a. Profit Share.

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

b. True Up.

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

c. Negative Periods.

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

d. No Setoff.

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

e. Coordination with Other Economic Terms.

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

ARTICLE IX – CITY RIGHTS AND PUBLIC USE

9.1 City-Sponsored Use of Convention Center.

As a core component of this Public-Private Partnership, the City shall retain the right to utilize the Convention Center, at no charge, for official municipal and community purposes. Eligible uses include, but are not limited to:

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

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

9.2 Reserved Dates and Annual Scheduling.

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

9.3 Cost Exemptions and Third-Party Expenses.

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

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

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

9.4 Emergency Use Rights.

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

9.5 Use of Hotel Meeting Facilities.

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

ARTICLE X – TRANSPARENCY, REPORTING, AND AUDIT RIGHTS

10.1 Reporting Obligations.

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

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

10.2 Audit Rights.

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

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

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

10.3 Audited Financial Statements.

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

10.4 Duration of Reporting and Audit Rights.

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

ARTICLE XI - NAMING RIGHTS

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

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

ARTICLE XII - INSURANCE

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

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

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

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

ARTICLE XIII – INDEMNIFICATION

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

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

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

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

ARTICLE XIV - ENVIRONMENTAL MATTERS

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

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

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

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

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

ARTICLE XV - TERMINATION AND DEFAULT

15.1 Termination and Default.

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

15.2 Event of Default.

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

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

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

k. Material breach of any other term or condition of this Agreement.

15.3 Notice and Cure Period.

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

15.4 Remedies.

Upon default, the non-defaulting party shall:

a. Provide written notice and opportunity to cure;

b. If uncured, seek specific performance or monetary damages;

c. If monetary remedies are insufficient, terminate the Agreement;

d. Exercise additional remedies including, without limitation:

    i. Clawback of City Contributions

    ii. Enforcement of No-Lien Covenant

    iii. Termination of Operating Rights

    iv. City's reclamation of Convention Center Naming Rights; and

v. Forfeiture of Performance Bond

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

15.5 Termination Rights.

Either party may terminate this Agreement:

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

XVI - LIEN WAIVERS

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

XVII - REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

16.1 Developer Warranties.

The Developer hereby represents and warrants to the City that:

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

16.2 City Warranties.

The City represents and warrants to the Developer that:

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

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

16.3 Mutual Warranties.

Both parties agree that:

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

XVIII - NON-DISCRIMINATION

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

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

XIX - OWNERSHIP AND CONTROL OF DEVELOPER

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

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

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

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

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

XX - FORCE MAJEURE

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

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

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

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

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

XXI - PUBLIC RECORDS

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

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

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

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

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

XXII - NOTICES

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

IF TO CITY:

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

With a copy to:

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

IF TO DEVELOPER:

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

With a copy to:

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

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

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

XXIII – MISCELLANEOUS

23.1 Compliance with Governing Requirements.

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

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

23.2 Governing Law, Forum, and Jurisdiction.

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

23.3 Cooperation.

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

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

23.4 Entire Agreement.

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

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

23.5 Amendment and Waiver.

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

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

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

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

23.6 Severability.

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

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

23.7 Assignment and Subcontracting.

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

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

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

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

23.8 Further Assurances.

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

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

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

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

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

23.9 Timeline Extensions.

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

23.10 Captions.

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

23.11 Counterparts.

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

23.12 No Third-Party Beneficiaries.

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

By: Tameara Crespo

Name: Tameara Crespo

Title: City Clerk

CITY:

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

By: Jackie Espinosa

Name: Jackie Espinosa

Title: Mayor-Commissioner

Date Signed: August 19, ,2025

DEVELOPER:

AZURE HOTEL INTERNATIONAL, INC., a Florida Corporation

By: _____

Name: Ramón Gómez

Title: Chief Executive Officer

Date Signed: August 14, ,2025

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

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

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

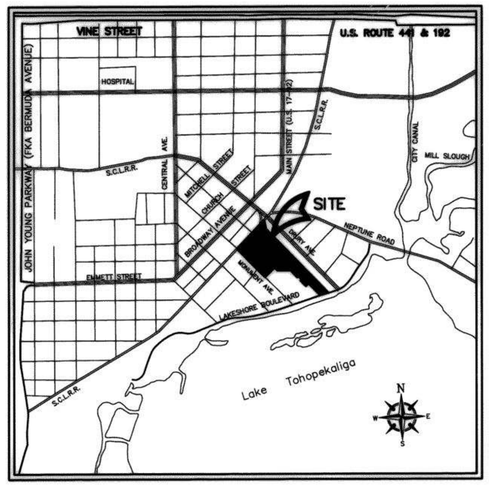
LAKEFRONT COMPLEX

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

LEGAL DESCRIPTION:

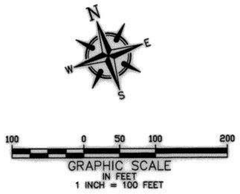
Being a Replat of Block A, Toliga Lake View as filed in Plat Book 1, Page 184 of the Public Records of Osceola County, Florida; a Portion of the South Florida Railroad Company's Plat of Kissimmee City as filed and recorded in Plat Book A, Page 3 of the Public Records of Osceola County, Florida; Lot 1,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

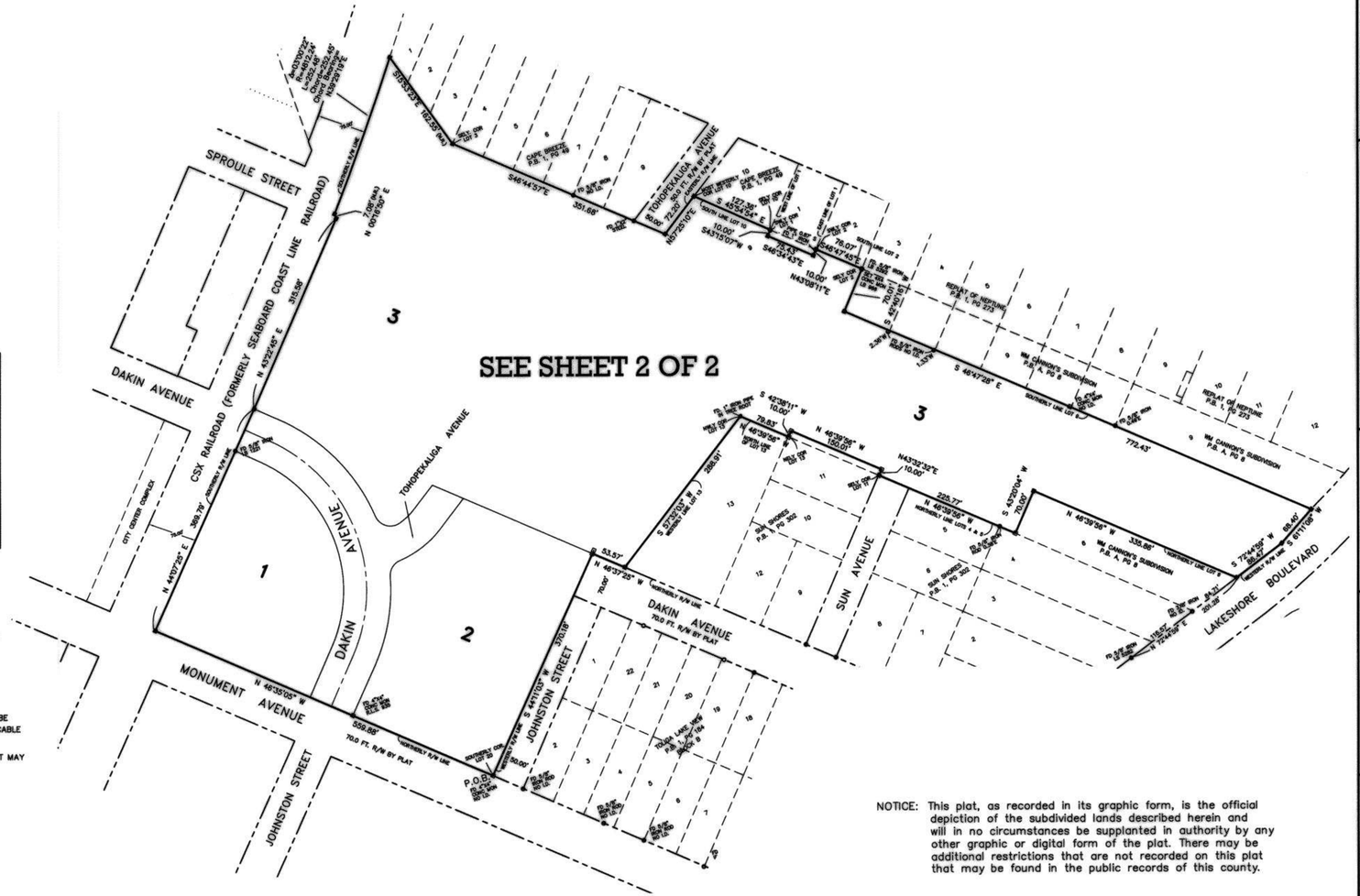
Beginning at most Southerly corner of Lot 20, Block A, Toliga Lake View, as filed and recorded in Plat Book 1, Page 184 of the Public Records of Osceola County, Florida, said Point being at the intersection of the Westerly right of way line of Johnston Street and the Northerly right of way line of Monument Avenue; run thence N46°35'05"W, along said Northerly right of way line, a distance of 559.88 feet to the Southerly right of way line of the CSX Railroad (formerly known as the Seaboard Coast Line Railroad); run thence along said Southerly right of way line the following four courses; run thence N44°07'25"E, a distance of 369.79 feet; run thence N43°22'45"E, a distance of 315.58 feet; run thence N00°16'50"E, a distance of 7.08 feet to a point on a curve, concave to the northwest, having a Radius of 4,812.24 feet and a Central Angle of 03°00'22"; thence run northeasterly along the Arc of said curve, a distance of 252.48 feet (Chord Bearing = N39°29'19"E, Chord = 252.45 feet); thence departing said Southerly right of way line run S15°53'23"E, a distance of 162.55 feet to the Southeasterly corner of Lot 3, Cape Breeze, as filed and recorded in Plat Book 1, Page 49 of the Public Records of Osceola County, Florida; run thence S46°44'57"E, along the South line of said Cape Breeze and the Southeasterly extension thereof, a distance of 351.68 feet to the Easterly right of way line of Tohopekaliga Avenue; run thence N57°25'10"E along said Easterly right of way line, a distance of 72.20 feet to the most Westerly corner of Lot 10 of aforesaid Cape Breeze; run thence S45°54'54"E along the Southerly line of said Lot 10, a distance of 127.36 feet to the Southeasterly corner of said Lot 10, said Point also being the Southwesterly corner of Lot 1, Replat of Neptune, as filed and recorded in Plat Book 1, Page 273; run thence S43°15'07"W, along the projection of the Westerly line of said Lot 1, a distance of 10.00 feet; run thence S46°34'43"E, parallel to the South line of said Lot 1, a distance of 75.43 feet; run thence N43°08'11"E, along the projection of the East line of said Lot 1, a distance of 10.00 feet to the Southwesterly corner of Lot 2 of aforesaid Replat of Neptune; run thence S46°47'45"E, along the South line of said Lot 2, a distance of 76.07 feet to the Southeasterly corner of said Lot 2; run thence S42°40'16"W, along the projection of the Easterly line of said Lot 2, a distance of 70.01 feet to the Southerly line of Lot 9, Wm Cannon's Subdivision, as filed and recorded in Plat Book A, Page 8 of the Public Records of Osceola County, Florida; run thence S46°47'28"E, along said Southerly line, a distance of 772.43 feet to the Westerly right of way line of Lakeshore Boulevard; run thence along said Westerly right of way line the following two courses: run thence S61°11'08"W, a distance of 68.40 feet; run thence S72°44'59"W, a distance of 86.47 feet to a point on the Northerly line of Lot 6, of aforesaid Wm. Cannon's Subdivision; run thence N46°39'56"W along said Northerly line, a distance of 335.86 feet; run thence S43°20'04"W, a distance of 70.00 feet to a Point on the Northerly line of said Lot 4, Sun Shores, as filed and recorded in Plat Book 1,Page 302 of the Public Records of Osceola County, Florida; run thence N46°39'56"W, along the Northerly line of Lots 4, 5 and the Northwesterly projection thereof of Sun Shores, a distance of 225.77 feet to the Southeasterly corner of Lot 11 of said Sun Shores; run thence N43°32'32"E, a distance of 10.00 feet; run thence N46°39'56"W, a distance of 150.01 feet; run thence S42°38'11"W, a distance of 10.00 feet to the Northeasterly corner of Lot 13 of said Sun Shores; run thence N46°39'56"W along the North line of said Lot 13, a distance of 79.83 feet to the Northwesterly corner of said Lot 13; run thence S57°32'03"W along the Westerly line of said Lot 13, a distance of 288.91 feet to the Northerly right of way line of Dakin Avenue; run thence N46°37'25"W, along said Northerly right of way line, a distance of 53.57 feet; run thence S44°11'03"W, along the Westerly right of way line and the Northeasterly projection thereof, a distance of 370.18 feet to the POINT OF BEGINNING.
Containing 16.178 acres, more or less.



VICINITY MAP

NOT TO SCALE





ABBREVIATIONS

±	MORE OR LESS	U.E.	UTILITY EASEMENT	O.R.B.	OFFICIAL RECORDS BOOK
(R)	RECORDED INFORMATION	CMP	CORRUGATED METAL PIPE	RCP	
P.B.	PLAT BOOK	(C)	CALCULATED	°	DEGREES
D.B.	DEED BOOK	(P)	PLAT	'	MINUTES
BK.	BOOK	(D)	DESCRIBED	"	SECONDS
PG.	PAGE	(M)	MEASURED	±	MORE OR LESS
SEC.	SECTION	C.B.	CHORD BEARING	L.B.	LICENSED BUSINESS
TWP.	TOWNSHIP	CH.	CHORD	L.S.	LICENSED SURVEYOR
RNG.	RANGE	R.	RADIUS	B.M.F.	BARBED WIRE FENCE
COR.	CORNER	L	LENGTH	H.W.F.	HOG WIRE FENCE
AC.	ACRES	Δ	DELTA	C.L.F	CHAIN LINK FENCE
TYP.	TYPICAL	T	TANGENT	W.F	WOOD FENCE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	FD.	FOUND	E.P	EDGE OF PAVEMENT
		℄	CENTERLINE	N.&T.	NAIL AND TAB
				CONC.	CONCRETE

- ⊡ DENOTES FOUND PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP (L.B. 966))
- ■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP (L.B. 966))
- ○ DENOTES FOUND PERMANENT CONTROL POINTS (5/8" IRON ROD W/CAP (L.B. 966))
- ● DENOTES SET PERMANENT CONTROL POINTS (5/8" IRON ROD SET W/CAP # L.B. 966)
- △ DENOTES NAIL AND DISK FOUND WITH DISK #
- ▲ DENOTES NAIL AND DISK SET W/DISK # L.B. 966.

ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

NELY	NORTHEASTERLY	
SELY	SOUTHEASTERLY	
NWLY	NORTHWESTERLY	
SWLY	SOUTHWESTERLY	

NOTES:

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

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

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

PLAT BOOK 21 PAGE 152

DEDICATION

LAKEFRONT COMPLEX

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

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on 4/9/10

Mark E. Durbin, City Manager

Attest:

Signed and sealed in the presence of:

Sherry Mallette

STATE OF FLORIDA COUNTY OF OSCEOLA

THIS IS TO CERTIFY, that on April 1, 2010

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

Mark E. Durbin and

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

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

NOTARY PUBLIC

Notary Public State of Florida Linda S Hansell My Commission DD749074 Expires 01/15/2012

My Commission Expires 01/15/2012

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on April 21, 2009 she completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under her responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 22, Township 25 South, Range 29 East Osceola County, Florida.

PATRICIA J. MCCURDY, P.S.M.

Dated 03-30-2010 Registration No. 4924

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

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

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

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

ROBERT BERTRAND, P.S.M.

Dated 4-2-2010 Registration No. 4082

CERTIFICATE OF APPROVAL BY MUNICIPALITY

CITY OF KISSIMMEE

4/6/10 approved the foregoing plat.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on 4/9/2010 at 11:12:47 AM

Malcom Thompson

Clerk of the Circuit Court in and for Osceola County, Florida

BY: Kathy Wilcox D.C.

File No. 2010049634

LAKEFRONT COMPLEX

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

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

GRAPHIC SCALE
IN FEET
1 INCH = 60 FEET

NOTES:

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ABBREVIATIONS

±	MORE OR LESS	U.E.	UTILITY EASEMENT	O.R.B.	OFFICIAL RECORDS BOOK
(R)	RECORDED INFORMATION	C.M.P.	CORRUGATED METAL PIPE	R.C.P.	REINFORCED CONCRETE PIPE
P.B.	PLAT BOOK	(C)	CALCULATED	°	DEGREES
D.B.	DEED BOOK	(P)	PLAT	'	MINUTES
BK.	BOOK	(D)	DESCRIBED	"	SECONDS
PG.	PAGE	(M)	MEASURED	±	MORE OR LESS
SEC.	SECTION	C.B.	CHORD BEARING	L.B.	LICENSED BUSINESS
TWP.	TOWNSHIP	CH.	CHORD	L.S.	LICENSED SURVEYOR
RNG.	RANGE	R.	RADIUS	B.W.F.	BARBED WIRE FENCE
COR.	CORNER	L	LENGTH	H.W.F.	HOG WIRE FENCE
AC.	ACRES	Δ	DELTA	C.L.F.	CHAIN LINK FENCE
TYP.	TYPICAL	T	TANGENT	W.F.	WOOD FENCE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	FD.	FOUND	E.P.	EDGE OF PAVEMENT
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- ■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP (L.B. 966))
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- △ DENOTES NAIL AND DISK FOUND WITH DISK #
- ◉ DENOTES NAIL AND DISK SET W/DISK # L.B. 966.

ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

D.U.E.	DRAINAGE AND UTILITY EASEMENT	NELY	NORTHEASTERLY
ID	IDENTIFICATION	SELY	SOUTHEASTERLY
PRO.	PROPOSED	NWLY	NORTHWESTERLY
P.O.B.	POINT OF BEGINNING	SWLY	SOUTHWESTERLY
P.O.C.	POINT OF COMMENCEMENT		
F/F	FINISH FLOOR ELEV.		
R.O.W.	RIGHT OF WAY		
O.R.	OFFICIAL RECORDS		
P.T.	POINT OF TANGENCY		
P.C.	POINT OF CURVE		
P.R.C.	POINT OF REVERSE CURVE		
MON.	MONUMENT		

CURVE TABLE (C)

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	215.00'	90°46'03"	340.60'	217.90'	N01°14'24"W	306.09
C2	250.00'	90°46'03"	396.05'	253.37'	N01°14'24"W	355.91'
C3	25.00'	101°59'03"	44.50'	30.86'	S54°22'14"E	38.85'
C4	285.00'	28°19'57"	140.93'	71.94'	N29°58'39"E	139.50'
C5	285.00'	43°14'43"	215.11'	113.01'	N25°00'04"W	210.04'
C6	100.00'	171°3'05"	30.05'	15.14'	N66°01'42"E	29.94'
C7	125.00'	29°35'15"	64.55'	33.01'	N72°12'48"E	63.84'
C8	150.00'	29°35'15"	77.46'	39.61'	N72°12'48"E	76.60'
C9	25.00'	71°11'45"	31.07'	17.90'	S51°24'33"W	29.10'
C10	250.00'	53°17'09"	232.50'	125.43'	N19°58'51"W	224.21'
C11	250.00'	37°28'54"	163.54'	84.82'	N25°24'11"E	160.64'

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EXHIBIT B – CONVENTION CENTER DEVELOPMENT & OPERATIONS PLAN

1. Development Plan

1.1 Project Overview

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

1.2 Design and Layout

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

1.3 Construction and Timeline

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

1.4 Financing

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

1.5 Community and Economic Impact

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

2. Operational Plan

2.1 Management Structure

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

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

2.2 Revenue Streams

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

2.3 Marketing and Booking

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

2.4 Operations and Maintenance

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

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

2.5 Risk Management

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

2.6 Performance Metrics

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

3. Implementation Roadmap

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

4. Conclusion

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

EXHIBIT C – HOTEL CONSTRUCTION PLAN

Location: 201 E. Dakin St., Kissimmee, FL (Kissimmee Civic Center Site)
Developer: Azure Hotel International, Inc. (AHI)
Architect of Record: ARC4 Design
Date: August 4, 2025

Project Overview

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

Key Project Components

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

Construction Plan

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

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

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

2. Demolition Phase (Mid-2026)

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

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

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

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

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

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

5. Completion and Opening (Q1–Q2 2029)

- **Duration**: Q1–Q2 2029.

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

Project Timeline Summary

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

Budget Overview

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

Design Considerations

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

Risks and Mitigation

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

Compliance and Approvals

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

Contact Information

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

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

EXHIBIT D – LAND TRANSFER DOCUMENTS (HOTEL SITE)

[Land transfer documents to be provided following Commission Approval]

EXHIBIT E – PUBLIC FUNDING SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F – EVENT USE SCHEDULE

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

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

EXHIBIT G – INSURANCE REQUIREMENTS

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

1. Commercial General Liability (CGL)

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk Insurance

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

5. Cyber Liability Insurance

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

6. Subcontractor Insurance

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

7. Warranty Period Coverage

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

8. Certificates and Notices

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

ITEM 8.B
Advisory Board Vacancy: Parks and Recreation Advisory Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Parks and Recreation Advisory Board.

Explanation

Parks and Recreation Advisory Board member Hamza Godil has missed three consecutive meetings in a row and one half of the scheduled meetings. Pursuant to City Code Section 2-146, "any board member who misses three (3) consecutive meetings or at least one half of the meetings of the calendar year shall be considered to have resigned, and a new replacement may be appointed." Mr. Godil's term is set to expire on May 31, 2026. Staff requests the new member be appointed to fill the remainder of the term plus a new three-year term.

Attached are the pre-approved applications for commission consideration.

Recommendation

Appoint a new member to fill an open vacancy on the Parks and Recreation Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. PARAB Applicant - Sara Corredor (City Resident)
2. PARAB Applicant - Joselyn Zapata (City Resident)
3. PARAB Applicant - Maria Isidor (City Resident)
4. PARAB Applicant - Jonathan Ramos (City Resident)
5. PARAB Applicant - Ashley Call (City Resident)
6. PARAB Applicant - Jordan Rivera (City Resident)
7. PARAB Applicant - Quinn Davenport (City Resident)

Advisory Board Application

Submitted on	20 January 2026, 1:34PM
Receipt number	148
Related form version	12

Applicant Information

First Name	Sara
Last Name	Corredor
Street Address	2437 Benjamin Drive
City	Kissimmee
State	FL
Zip Code	34744
Phone	6093727940
Email	scorredor2@icloud.com
Name of Employer	N/A
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I am a board member with Kissimmee Youth Baseball. I am very passionate about youth sports and creating a positive environment for the kids of Kissimmee
Please list any special skills or certifications?	I am good at public speaking and enjoy interacting with families.
Please attach your resume or proof of qualification and/or licenses.	Sara Resume.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled

Signature



Link to signature

Sara Corredor

(609)372-7940

Scorredor2@icloud.com

2437 Benjamin Drive Kissimmee, Fl 34744

Experience

ESE Paraprofessional *The School District of Osceola County*

December 2024-May 2025

· Supported students with exceptional needs by implementing IEP goals in academic and social settings.
· Assisted teachers with differentiated instruction and classroom management.
· Monitored and documented student progress and behavior.
· Collaborated with educators, therapists, and families to support student success.

Cafeteria Monitor *The School District of Osceola County*

September 2024-December 2024

· Supervise elementary students during lunch, ensuring safety, order and positive behavior.
· Assisted younger children with meal needs and promoted proper table manners.
· Resolved minor conflicts calmly and referred serious issues to school staff.
· Maintained cleanliness of cafeteria tables, floors, and seating areas between lunch periods.
· Collaborated with cafeteria staff and teachers to ensure smooth lunch service.

Assistant Manager *Cornerstone Market*

December 2022-Septmber 2024

· Assisted in daily operations, ensuring smooth workflow and excellent customer service.
· Supervised, trained staff to maintain efficiency and high standards.
· Managed inventory placed supplier orders and monitored product freshness and

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quality.
· Supported food preparation while upholding health, safety, and sanitation regulations.

· Operated cash register, reconciled daily sales, and resolved customer concerns promptly.

Education

June 2004

High School Diploma

Advisory Board Application

Submitted on	21 January 2026, 6:18AM
Receipt number	150
Related form version	12

Applicant Information

First Name	Joslyn
Last Name	Zapata
Street Address	303 E Drury Ave
City	Kissimmee
State	FL
Zip Code	34744
Phone	4072528936
Email	joszapara28@gmail.com
Name of Employer	HCA
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Osceola Regional HCA
Work Address	700 W Oak Street
Type of Business	Hospital
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Served on the Community Redevelopment Agency for the city of Kissimmee for 2 years
Please list any special skills or certifications?	Occupational Therapist
Please attach your resume or proof of qualification and/or licenses.	Jos Zapata Resume.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Joslyn Zapata

OCCUPATIONAL THERAPY

CONTACT

Joslyn Zapata
303 E Drury Ave
Kissimmee, FL 34744
407-252-8936

EDUCATION

UNIVERSITY OF ST. AUGUSTINE FOR HEALTH SCIENCES
Doctor of Occupational Therapy
(completed one year of academia)

ADVENTHEALTH UNIVERSITY
Master of Occupational Therapy

UNIVERSITY OF CENTRAL FLORIDA
Bachelor of Arts in Psychology

SKILLS

Great communication skills
Proficient in English/Spanish
Aptitude for fast learning
Conflict resolution strategist
Building quick rapport
Flexible/manageable
Dynamic/Self-motivated
Spiritual Ambassador

OBJECTIVE

Dynamic Occupational Therapist with a passion for people, community, and rehabilitation; Looking to obtain a position in a setting that will encourage growth, expand my knowledge and skill set towards facilitating independence and participation in life for others.

EXPERIENCE

ACUTE CARE OCCUPATIONAL THERAPIST
AdventHealth Systems | Orlando, FL | 2015-2021

Assessed and treated adult patients; Physical, cognitive, psychosocial, and spiritual needs to maximize independence in Activities of Daily Living to facilitate safe home discharges.

LEVY RESTATURANTS/KIA ARENA
Events server/operations | Orlando, FL | 2012-2015

Provided first class in-seat services for Club Level owners in the Loges. Including pre/post event set-up/breakdown for the Orlando Magic, Solar Bear games, concerts, and banquets.

ELIGIBILITY COUNSELOR
Community Coordinated Care for Children | Kissimmee, FL | 2009-2012

Assisted families with funding for childcare assistance through the School Readiness Program by advocating, interviewing, and evaluating eligibility to determine initial and continuing eligibility.

BEHAVIORAL SUPPORT SERVICES
Targeted Case Manager | Winter Park, FL | 2008-2009

Assessed needs of children and families, to provide crisis intervention, collaborating with community resources to improve their daily functioning in the home, school, workplace, and social environment.

Advisory Board Application

Submitted on	20 January 2026, 4:39PM
Receipt number	149
Related form version	12

Applicant Information

First Name	Marie
Last Name	Isidor
Street Address	317N Randolph ave
City	Kissimmee
State	Florida
Zip Code	34741
Phone	3023109862
Email	paolaisidor86@gmail.com
Name of Employer	N/A
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Infinite Innovation Homecare Services
Street Address of Business Owned/Operated by Applicant	104S Clyde ave
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	Florida

Zip Code of Business Owned/Operated by Applicant	34741

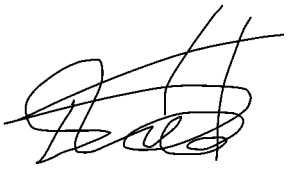
Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Youth Program Social events Tourist City events Outreach
Please list any special skills or certifications?	Class of government Pastoral Leadership Nursing
Please attach your resume or proof of qualification and/or licenses.	IMG_9584.jpeg

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled

Signature



Link to signature


CITY OF
KISSIMMEE
1883
CERTIFICATE OF COMPLETION
PRESENTED TO
Marie Isidor
FOR YOUR COMPLETION OF THE CITY OF KISSIMMEE'S
SCHOOL OF GOVERNMENT PROGRAM
PRESENTED ON MAY 21, 2025
JACKIE ESPINOZA
MAYOR
ANGELA EADY
VICE MAYOR
CARLOS ALVAREZ III
MAYOR PRO TEM
JANETTE MARTINEZ
COMMISSIONER
NOEL ORTIZ
COMMISSIONER

Advisory Board Application

Submitted on	21 January 2026, 10:37AM
Receipt number	152
Related form version	12

Applicant Information

First Name	Jonathan
Last Name	Ramos
Street Address	2555 coral avenue
City	Kissimmee
State	Fl
Zip Code	34741
Phone	4077991895
Email	jness219@yahoo.com
Name of Employer	Jonathan
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Community Activities / Volunteer Experience • Volunteered with my church to feed individuals experiencing homelessness • Organized food and clothing drives for the homeless, including preparing and serving Thanksgiving meals at the Lakefront • Volunteered with the One Heart Foundation, assisting with food distribution and coordinating free haircuts for families in need • Involved with HEROZ Everywhere, a nonprofit organization that supports families with special needs by creating inclusive community experiences, including monthly movie events at Studio Movie Grill that provide a safe, welcoming environment for families to enjoy time together • Organized and supported community softball events to promote youth engagement and community involvement
Please list any special skills or certifications?	Jonathan Ramos Kissimmee, Florida ☐407-799-1895 ☐jness219@yahoo.com — Professional Summary Community-focused leader with extensive volunteer experience supporting underserved populations, including individuals experiencing homelessness, families with special needs, and youth athletes. Proven ability to organize events, coordinate volunteers, and create inclusive, safe environments that strengthen community engagement. — Community Involvement & Volunteer Experience Community Volunteer & Organizer Kissimmee, FL • Volunteered with a local church to prepare and serve meals to individuals experiencing homelessness • Organized and led food and clothing drives for the homeless, including coordinating and serving Thanksgiving meals at the Lakefront • Volunteered with One Heart Foundation, assisting with food distribution and community outreach, including organizing free haircut events for families in need • Actively involved with HEROZ Everywhere, a nonprofit organization that supports families with special needs by creating inclusive community experiences, including monthly movie nights at Studio Movie Grill that provide a safe, welcoming environment for families • Organized and supported community softball events focused on youth development, teamwork, and positive community engagement — Skills

- Community Outreach & Engagement
- Event Planning & Coordination
- Volunteer & Event Leadership
- Youth Sports Organization
- Nonprofit & Community Support
- Strong Communication & Team Collaboration

Please attach your resume or proof of qualification and/or licenses.

Text PDF .txt

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Advisory Board Application

Submitted on	23 January 2026, 11:10AM
Receipt number	159
Related form version	12

Applicant Information

First Name	Ashley
Last Name	Call
Street Address	3400 Willow Branch Lane
City	Kissimmee
State	FL
Zip Code	34741
Phone	4076008208
Email	ashlcp@aol.com
Name of Employer	Insperity
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Insperity
Work Address	From home and in Orlando
Type of Business	HR and Payroll Services - PEO
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Kissimmee Youth Baseball BOD Central Florida Foster Children's Association Flora Ridge Elementary SAC Chair Legacy's Gift, INC Founder/CEO
Please list any special skills or certifications?	MBA
Please attach your resume or proof of qualification and/or licenses.	Ashley Call - 2025 Resume.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

ASHLEY CALL

Orlando, FL · (407) 600-8208 · ashlcp@aol.com
www.linkedin.com/in/ashley-call-6828917

EXPERIENCED CUSTOMER SERVICE & PEOPLE MANAGER

Versatile, strategic Leader with 20+ years of progressive management experience and a proven track record of leading successful teams with a heavy focus on customer service. Strengths include strategic planning, team building, efficient/empathetic communication, process improvement and operations leadership in high volume, fast-paced environments.

SKILLS & EXPERIENCE

- Talent Acquisition Strategy
- Domestic Recruitment
- Performance Management
- Employee Relations
- Engagement & Retention
- Leave Administration
- ADA Accommodations
- Workers Compensation
- High Volume Onboarding
- Compensation
- Succession Planning
- Development & Coaching
- Employee Handbooks & Policy
- New Strategy Communication
- New Software Systems Training development, communication and rollout

EXPERIENCE

NOVEMBER 2022 – DATE

HR SPECIALIST

INSPERITY, LLC – ORLANDO, FL

- Manages a book of business by consistently contributing to clients' overall success and growth while maintaining high customer satisfaction and retention.
- Advises client management and key decision makers utilizing in-depth knowledge of employee relations, legislation interpretation and application, benefits, wage and hour, employee performance management and development.
- Collaborates with client management and key decision makers on alignment of HR business strategy and goals.
- Consults with client management and key decision makers on HR-related issues, suggests new HR strategies, and provides HR guidance when appropriate.
- Evaluates and anticipates HR-related needs and strategizes with client management and key decision makers on HR-related needs.
- Analyzes trends by leveraging internal partners and resources to develop solutions, programs, and policies to ensure compliance and mitigate risk.
- Cultivates relationships across internal and client partners to deliver value-added service and solutions to client management and key decision makers.
- Manages and resolves complex employee relations issues by conducting effective, thorough, and objective investigations.

- Maintains comprehensive knowledge of legal requirements related to day-to-day management of employees to reduce legal risks and ensure regulatory compliance; engages with internal support teams including DE&I, FLSA, background screening, benefits, and COEs.
- Delivers performance management guidance to client management and key decision makers, including conflict resolution, coaching, counseling, career development, and disciplinary actions.
- Collaborates with client management and key decision makers to improve work relationships, build morale, and enhance teamwork to advance employee retention.
- Delivers HR policy guidance, interpretation, and best practice recommendations.
- Provides guidance and input on organizational structure and strategizes with client management and key decision makers on workforce and succession planning.
- Participates in evaluation and identification of training needs for client management and key decision makers to ensure training objectives are met.
- Proactively engages with client management and key decision makers to continually understand evolving organizational strategy and goals.
- Ensures all client and client-related interactions are properly and timely documented in the appropriate client management systems and databases.

OCTOBER 2021 – SEPTEMBER 2022

DIRECTOR OF BUSINESS INTEGRATION

YMCA OF CENTRAL FLORIDA - ORLANDO, FL

- Create/maintain SOP's and document process mapping
- Find system and process efficiencies within phone systems, record keeping and parent communication.
- Oversee EZ Care software upgrade to Procare
- Manage enrollment capacity and flow
- Oversee Osceola YMCA Project
- Manage Child Care Food program compliance and management
- Administration oversight and leadership
- Facilitate and improve relationship between Administration and Operations Management
- Act as recruiting and hiring partner

Accomplishments:

- Successfully implemented training program, sustainment process and team onboarding for 3 properties of the New Software Program: Procare.
- Successfully transitioned enrollment/recruiting process of 3 YMCA Learning Centers which resulted in increased enrollment numbers.

MAY 2002 – OCTOBER 2021

FOOD & BEVERAGE LEADER

WALT DISNEY WORLD - ORLANDO, FL

Proprietor Food and Beverage
Disney's Grand Floridian Resort and Spa

Grand Floridian Café and Private Dining
June 2018-October 2021

Proprietor Food and Beverage/Merchandise
Disney's Yacht and Beach Club Resort
October 2016-June 2018

Restaurant Area Manager
Cape May Café and Martha's Vineyard Lounge
October 2014-October 2016

Restaurant Guest Service Manager
Captain's Grille
2010-2012

Restaurant Guest Service Manager
California Grill
2006-2010

Restaurant Guest Service Manager
Coral Reef
2004-2006

Restaurant Guest Service Manager
Restaurant Akershus
2002-2004

Disney College Program Internship Program
Summer 2002

Accomplishments:

- Planned and presented business plan for a new Afternoon Tea Concept where a food and beverage outlet did not exist. Plan was been approved and we conducted successful Guest testing.
- Lead the Health and Wellness Initiatives before and during transition to the Safety and Wellness Department.
- Effectively lead team through transition of new improvements in location inclusive of costumes, menu redesign, service enhancements and soft rehab.
- Maintained partnerships with Dive Quest Team for dive banners and new tools and resources for guests.

Responsibilities:

- Passionately coached and led direct reports and hourly cast to invest in their own development and the development of the operation.
- Interview partner for Leadership Casting Call, consistent team offering internship development opportunities.
- Encouraged and influenced partners within my line of business as well as across lines of business in order to improve all guest experiences.

- Drove revenue enhancing practices inclusive of labor reduction, Other-Expense reduction, operation hours management, table management occupancy.
- Company Initiative Champion: Hurricane Rideout Crew Captain, Resort Charting Committee, Toys for Tots, Back to School Drive, Bowl-a-thon, United Way
- Coordinate Service Celebrations and Award Celebrations for all Front of House and Culinary Cast Members
- Scheduling contact for podium, service and banquet cast members
- Manage wine inventory levels of the main wine list. Reviewed under/overperforming beverages and adjusted based on performance levels.
- Managed nomination and communication process for Partners in Excellence in 2005

EDUCATION

MASTERS IN BUSINESS ADMINISTRATION (MBA)
ROLLINS COLLEGE

BACHELOR OF SCIENCE (DOUBLE MAJOR)
HUMAN RESOURCES MANAGEMENT & GENERAL MANAGEMENT
UNIVERSITY OF TENNESSEE AT CHATTANOOGA

COMMUNITY INVOLVEMENT

FOUNDER - LEGACY'S GIFT
501c3 SUPPORTING NEWLY PLACED FOSTER CHILDREN
FOUNDED IN 2021

OSCEOLA COUNTY GUARDIAN AD LITEM VOLUNTEER
2025-DATE

CENTRAL FLORIDA FOSTER CHILDREN'S ASSOCIATION BOARD MEMBER
2025-DATE

SAC CHAIR – FLORA RIDGE ELEMENTARY
2024/2025 AND 2025/2026 SCHOOL YEAR

VOLUNTEER – GREENWAY CHURCH
2018 – DATE

LICENSED FOSTER PARENT

2021 – 2025

TECHNOLOGY

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft Outlook
- Workday
- SAP
- Paylocity
- Workbrain
- GEMS
- Salesforce

Advisory Board Application

Submitted on	23 January 2026, 7:05PM
Receipt number	162
Related form version	12

Applicant Information

First Name	Jordan
Last Name	Rivera
Street Address	1912 Ernest street
City	kissimmee
State	fl
Zip Code	34741
Phone	4077448601
Email	morningcoffeechat@gmail.com
Name of Employer	morning coffee chat
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Parks & Recreation Advisory Board Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Student ambassador for School of Government , Kissimmee Festival of Lights , Arts in the Park and Taste of Kissimmee
Please list any special skills or certifications?	social media Facebook talent , Tabeling events handing out information and making Bags for events Recruitment
Please attach your resume or proof of qualification and/or licenses.	Letter of Assignment - Jordan Rivera.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	Yes, I am physically disabled
Signature	 Link to signature

Date: 01/13/2026

To Whom It May Concern,

Subject: Letter of Agreement

This letter serves to confirm that Jordan Rivera, an esteemed journalist associated with iSkyCreations, LLC. - News & Media, is assigned to cover various events and stories relevant to the primary area of interest in Internet & News Media. This assignment is effective immediately and will include coverage for our Radio, Internet, and Television mediums.

Assignment Details:

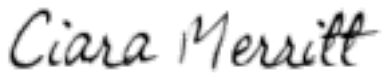
- Focus Area: Internet & News Media
- Medium: Radio, Internet, & Television
- Duration: Ongoing, starting from 01/23/2030

Jordan Rivera is authorized to represent iSkynews, LLC. - News & Media in all capacities related to this assignment, including but not limited to, attending events, conducting interviews, and gathering information. He is expected to adhere to the highest standards of journalistic integrity and ethical conduct as prescribed by our organization.

Verification and Contact:

For verification purposes or any inquiries related to this assignment, please refer to our website or contact us directly at www.iskynews.com or support@iskynews.com

We appreciate your cooperation and assistance in facilitating Jordan Rivera's journalistic activities. Sincerely,



Ciara Merritt
CEO and Editor-in-Chief
iSkyCreations, LLC. - News & Media

Advisory Board Application

Submitted on	27 January 2026, 10:19AM
Receipt number	157
Related form version	12

Applicant Information

First Name	Quinn
Last Name	Davenport
Street Address	2310 Anhinga Dr
City	Kissimmee
State	FL
Zip Code	34743
Phone	6892724371
Email	QADavenport@gmail.com
Name of Employer	Devin Fry
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Parks & Recreation Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I have hosted many community events in various parts of the city, mainly Mark Durbin Community Park: Sporting competitions, free meals for the community, as well as memorial events for local residents who have passed away.
Please list any special skills or certifications?	I pride myself in my communication skills, event directing, and artistry. Being part of the next generation of Kissimmee allows me to have a unique perspective with many influences from our diverse city.
Please attach your resume or proof of qualification and/or licenses.	Quinn.D.Resume.pdf.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature



Link to signature

Administrative Professional

Quinn Davenport

2310 Anhinga.
Kissimmee, Florida, 34743

(689) 272 - 4371
QADavenport@Gmail.com

Summary

Reliable & adaptable administrative professional with 4+ years of experience in customer-facing and team-oriented environments. Known for strong attention to detail, multitasking under pressure, and delivering a smooth experience for both clients and team members. Eager to contribute to a fast-moving office or operations team.

Skills

- Scheduling & calendar management
- Client communication & appointment handling
- Data entry & accurate record keeping
- Time management & task prioritization
- Team collaboration & internal coordination
- Microsoft Office & Google Workspace familiarity
- Fast learner with adaptability across roles

Experience

Hanger Inc/ Orthotics Fabrication Technician
2025 - Current, Orlando

Supporting the community by fabricating and assembling custom orthotic devices for diverse patient populations, working with clinicians and team members to translate individual needs. Demonstrating strong attention to detail in a production environment focused on improving quality of life for the public, as well as maintaining equipment and machinery to strict safety standards.

Veterinary Hospitals/ Veterinary Technician & Receptionist
2021 - 2025, Celebration, Hunters Creek

Handled client communications, appointments, and data entry. Provided support in administrative settings & clinical procedures, while maintaining records and protocols.

Miller's Ale House/ QA, Server, Cook, Host, To-Go
2023 - 2024, St. Cloud

Executed multiple restaurant duties with speed and accuracy. Managed customer service interactions, food quality assurance, and teamwork in a fast-paced environment. Demonstrated flexibility by learning multiple roles and stepping in where needed.

Extras

Brand Ambassador/ DJ / Event Host & Banquet Cook
2017 - Present, Orlando, Kissimmee, other cities throughout the state
Represented brands at events, managed promotional setups, and coordinated entertainment.
Adapted to a variety of environments with professionalism and public interaction experience.

Education

Celebration High School / High School Diploma
2017 - 2021, Celebration
Speech & Debate, 4 years.

References:

- Prof. Teddy Duncan – (407) 541 - 7139
- Dr. William Roberts – (850) 218 - 6527
- Seth Garcia – (407) 655 - 8242
- Devin Fry – (386) 848 - 3151