MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 7, 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 Swearing in of Four New Kissimmee Police Department Officers
   - 3.B Swearing in of Two New Kissimmee Police Department Chaplains
   - 3.C Proclamation - Arbor Day Proclamation
   - 3.D Proclamation - Fair Housing Month
   - 3.E Proclamation - Water Conservation Month
   - 3.F Proclamation - Human Trafficking Awareness Day
   - 3.G Employee of the Month for April
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - First Reading - Proposed Ordinance # 26-10 - Land Development Code Text Amendment (Section 14-5-3: Special Requirements Plan and Section 14-5-6: Site Standards)

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - First Reading - Proposed Ordinance # 26-11 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.C Public Hearing — First Reading — Proposed Ordinance # 26-12 - Criteria for Commercial Vehicles in Residential Districts

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR

COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

4.D Public Hearing – First Reading – Proposed Ordinance # 26-13 – Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

5.A Public Hearing - Annual Fire Service Assessment Resolution

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 March 17, 2026 Meeting

7.B Resolution and Approval of a Memorandum of Agreement between the City of Kissimmee and Florida Department of Transportation

7.C Kissimmee Utility Authority Utility Easement at Kissimmee Gateway Airport

7.D Second Amendment for Engineering and Design services for Lancaster Ranch Park

7.E Purchase of Non-Capital Equipment for Heavy Rescue

7.F Approval of a Lien Appeal and Negotiation Agreement for 810 Person Street

7.G Local Agency Program Agreement and Resolution with FDOT for Shingle Creek Trail Phase South 2B

7.H Approval of a Permanent Right of Way Easement between United Cerebral Palsy of Central Florida, Inc. and the City of Kissimmee

7.I Approval to Apply for Grant Funding Opportunities for Vertiport and Air Taxi Infrastructure at Kissimmee Gateway Airport

7.J Subordination Agreement for the Pinnacle at the Wesleyan Apartments

7.K Traffic Control Jurisdiction Agreement — Residences at Tapestry Neighborhood HOA

7.L FY 2025 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

7.M Declaration of Restrictive Covenants for the Mosaic Development for the Florida Department of Environmental Protection

7.N Resolution Establishing the Qualifying Period for the City's General Election

8. DISCUSSION ITEMS

8.A Request of Travel Funding

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
Swearing in of Four New Kissimmee Police Department Officers

Request

Swearing in of four new Kissimmee Police Department Officers

Explanation

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

The new Police Officers to be sworn in are:

Taylor Espinosa
Annelisse Melendez Mercado
William Lewis
Antonio Miranda

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) Oath for 4 new officers

OATH OF OFFICE

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

_____ __/__ /___
Signature of Employee

_____ __/__ /___
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by Taylor Espinosa who is (X) personally known ( ) or produced _____ as identification.

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

OATH OF OFFICE

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

_____ __/__ /__
Signature of Employee

_____ __/__ /__
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by Annelisse Melendez Mercado who is (X) personally known ( ) or produced _____ as identification.

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

OATH OF OFFICE

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

_____ __/__ /__
Signature of Employee

_____ __/__ /__
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by William Lewis who is (X) personally known ( ) or produced _____ as identification.

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

OATH OF OFFICE

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

_____ __/__ /__
Signature of Employee

_____ __/__ /__
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by Antonio Miranda who is (X) personally known ( ) or produced _____ as identification.

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

ITEM 3.B
Swearing in of Two New Kissimmee Police Department Chaplains

Request

Swearing in of Two New Kissimmee Police Department Chaplains

Explanation

Two new Chaplains have volunteered with the City of Kissimmee Police Department. Having the Chaplains sworn in at City Commission meetings serves as a formal introduction to the Mayor, City Commissioners, the citizens, and the community. The swearing-in ceremony for new chaplains instills formality and professionalism at the start of their duties with the City of Kissimmee.

The new Police Chaplains to be sworn in are:
Pastor Louis Rivera
Pastor John Mejia

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) Oath for 2 new police chaplains

OATH OF OFFICE

I, **Pastor Louis Rivera,** having been appointed to serve as Police Chaplain, do hereby solemnly swear and affirm, that I will faithfully perform the duties of Police Chaplain for the Kissimmee Police Department. I will strive to set an exemplary standard of ethical and moral conduct, and will not use my position to proselytize, or to gain personal advantage. I will provide comfort and spiritual support to all members of the department, and to the citizens of the community to the best of my ability, so help me God.

_____ __/__ /__
Signature of Pastor

_____ __/__ /__
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by Louis Rivera who is (X) personally known ( ) or produced _____ as identification.

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

OATH OF OFFICE

I, **Pastor John Mejia,** having been appointed to serve as Police Chaplain, do hereby solemnly swear and affirm, that I will faithfully perform the duties of Police Chaplain for the Kissimmee Police Department. I will strive to set an exemplary standard of ethical and moral conduct, and will not use my position to proselytize, or to gain personal advantage. I will provide comfort and spiritual support to all members of the department, and to the citizens of the community to the best of my ability, so help me God.

_____ __/__ /___
Signature of Pastor

_____ __/__ /___
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 7th day of April 2026 by John Mejia who is (X) personally known ( ) or produced _____ as identification.

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

ITEM 3.C
Proclamation - Arbor Day Proclamation

Request

Arbor Day Proclamation presentation to Robert Carter, the City's Parks & Public Lands Manager in honor of his leadership and contributions to the City's urban forestry efforts.

Explanation

N/A

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. Proclamation - Arbor Day

Proclamation

City of Kissimmee
Florida

ARBOR DAY

WHEREAS, in 1872 the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, a day of recognition now known as Arbor Day and observed throughout our nation and the world; and

WHEREAS, trees reduce stormwater runoff and flooding, cool neighborhoods, improve air quality, store carbon, conserve energy, enhance property values, provide wildlife habitat, and make our streets, parks, and public spaces more inviting, thereby improving the health, safety, and quality of life for all residents; and

WHEREAS, Kissimmee's tree canopy coverage is not distributed equally, and data from heat vulnerability and tree equity metrics show that neighborhoods with lower canopy cover face higher urban heat, greater public health risks, and fewer opportunities to enjoy the benefits of nature; and

WHEREAS, it is the goal of the City of Kissimmee to increase and maintain a healthy, safe, and resilient tree canopy that is fairly and equitably distributed across entire City, ensuring that every resident—regardless of background or location—has access to the life-enhancing value of trees; and

WHEREAS, trees—wherever they are planted—are a source of joy and renewal, strengthen neighborhood identity, support local businesses and tourism, and contribute to the long-term value and viability of Kissimmee as a thriving, welcoming, and beautiful city for current and future generations; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim Friday, April 24, 2026 to be **"Arbor Day"** and encourage all residents, community groups, schools, and business to participate in Arbor Day activities; to plant and properly care for trees; to support efforts that expand tree canopy equitably; and to join the City in stewarding healthy urban forest that improves quality of life, advances environmental health and strengthens the prosperity and resilience of our community.

IN WITNESS, THEREOF, this is signed this 7th day of April, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.D
Proclamation - Fair Housing Month

Request

Fair Housing Month Proclamation presentation to Osceola Realtors 2026 President Teresa Reilly O'Doherty.

Explanation

N/A

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. Proclamation - Fair Housing Month

Proclamation

City of Kissimmee Florida

FAIR HOUSING MONTH

WHEREAS, the right to safe, decent, and affordable housing is fundamental to the health, stability, and prosperity of individuals, families, and communities; and

WHEREAS, April marks the anniversary of the passage of the federal Fair Housing Act of 1968, landmark legislation that prohibits discrimination in the sale, rental, and financing of housing based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing protections promote equal opportunity, expand access to housing, and help ensure that all residents can live in communities free from discrimination and barriers to opportunity; and

WHEREAS, diverse and inclusive neighborhoods strengthen our local economy, enhance educational and employment opportunities, and contribute to the overall quality of life for all residents; and

WHEREAS, local governments, housing providers, lenders, nonprofit organizations, and Osceola REALTORS® play a vital role in advancing fair housing education, outreach, and enforcement within our community; and

WHEREAS, Osceola REALTORS® are committed to upholding the principles of the Fair Housing Act through professional standards, advocacy, and ongoing education that promotes equal housing opportunities for all; and

WHEREAS, continued collaboration and awareness are essential to eliminate housing discrimination and to promote policies and practices that foster equitable access to housing for everyone; and

WHEREAS, Fair Housing Month provides an opportunity to reaffirm our commitment to equal housing opportunity and to encourage all residents to learn about their rights and responsibilities under fair housing laws; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim April as **"Fair Housing Month"** and encourage all residents, businesses, and community organizations to promote fair housing practices, celebrate diversity, and work together to ensure equal housing opportunities for all.

IN WITNESS, THEREOF, this is signed this 7th day of April, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.E
Proclamation - Water Conservation Month

Request

Water Conservation Month Proclamation presentation to Rodney Tilley, Supervisor from Toho Water Authority.

Explanation

N/A

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. Proclamation - Water Conservation Month

Proclamation

City of Kissimmee
Florida

WATER CONSERVATION MONTH

WHEREAS, water is one of our most valuable natural resources that is an essential need of every living creature; and

WHEREAS, clean, safe, and sustainable water resources and supplies are vital to the City of Kissimmee's economy, environment, and residents; and

WHEREAS, the State of Florida, Toho Water Authority, and the City of Kissimmee are working together to increase awareness about the importance of water conservation; and

WHEREAS, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources; and

WHEREAS, the City of Kissimmee and the State of Florida have designated April as Water Conservation Month, to educate citizens about how they can help save precious water resources; and

WHEREAS, the City of Kissimmee is committed to setting a good example for its citizens regarding water conservation; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of April as **"Water Conservation Month"** in the City of Kissimmee and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

.

IN WITNESS, THEREOF, this is signed this 7st day of April, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.F
Proclamation - Human Trafficking Awareness Day

Request

Human Trafficking Awareness Day Proclamation presentation to the Central Florida HT Task Force and Paving the Way Foundation.

Explanation

N/A

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. Proclamation - Human Trafficking Awareness Day

Proclamation

City of Kissimmee Florida

HUMAN TRAFFICKING AWARENESS DAY

WHEREAS, human trafficking is a pervasive and tragic violation of human rights that affects individuals of all ages, backgrounds, and communities, including here in Osceola County and the City of Kissimmee; and

WHEREAS, combating human trafficking requires a coordinated community response involving law enforcement, service providers, nonprofit organizations, healthcare professionals, educators, and engaged community members working together to prevent exploitation and support survivors; and

WHEREAS, organizations such as the Central Florida Human Trafficking Task Force, Empowerment Access Foundation, United Abolitionists, My Name My Voice, FLITE Center, One More Child, Haba Law Firm, Paving the Way Foundation, Veterans Affairs, and numerous community partners demonstrate a strong regional commitment to preventing trafficking, raising awareness, and providing services to survivors; and

WHEREAS, the City of Kissimmee, in partnership with Osceola County, local law enforcement agencies, and community-based organizations, plays a vital role in supporting collaborative strategies to identify victims, hold traffickers accountable, and ensure survivors have access to trauma-informed services and long-term support; and

WHEREAS, the City of Kissimmee remains committed to strengthening cross-agency collaboration, increasing public awareness, and supporting survivor-centered services as essential steps toward preventing exploitation and protecting vulnerable individuals in our community; and

WHEREAS, together, we can combat human trafficking and its cruel consequences by creating a freer, and more just world for everyone, ensuring our community is safe and that every child and family has the protection, dignity, and opportunity to live free from exploitation; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim April 7th as "**Human Trafficking Awareness Day**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 7th day of April, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.G
Employee of the Month for April

Request

Staff Requests that the City Commission join the City Manager in recognizing Lorendy Martinez of the Public Works Department as the Employee of the Month for April.

Explanation

The City is proud to announce that Lorendy Martinez, Administrative Assistant, with our Public Works Department, has been selected as the Employee of the Month for April 2026.

Lorendy plays a pivotal role in ensuring the seamless execution of our operations across the city. During challenging times, she has stepped up without hesitation, delivering outstanding performance day in and day out. Her ability to manage complex tasks while maintaining a high standard of professionalism, efficiency and grace is truly remarkable. Beyond her technical skills and dedication, what truly makes Lorendy deserving of this recognition is her positive attitude and commitment to excellence.

We want to thank Lorendy and recognize her for her exceptional contribution.

Department: Human Resources & Risk Management
Presenter: Desiree Matthews

Attachment(s):
None

ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance # 26-10 - Land Development Code Text Amendment (Section 14-5-3: Special Requirements Plan and Section 14-5-6: Site Standards)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Amendments to allow Finance, Insurance, and Real Estate offices on the first floor fronting Broadway and side streets.

Explanation

This is a request to amend the Special Requirements Plan (Section 14-5-3) to allow Finance, Real Estate, and Insurance offices on the first floor of Broadway and connected side streets.

In 1998, a stakeholder committee initiated by the City Commission and whose members had investments in downtown met to review and make recommendations to the City Commission on potential improvements to the B-1 (Downtown Commercial) zoning district. A map of that area is included in the backup of this agenda item, for reference. This committee reviewed the B-1 standards against Commission, City, and Community Redevelopment Area (CRA) directives and determined that the broad variety of uses allowed within the district were interfering with an active, pedestrian scaled downtown. The goal was to promote storefronts via active retail/restaurant spaces. Following recommendations of the stakeholder committee, the B-1 zoning district was amended in 1999 to prohibit offices on first floor units fronting Broadway. That standard has remained in place since, though the adoption of the Form-Based Code in 2020 expanded it to include some side streets connected to Broadway. This restriction on offices fronting the street was expanded due to the City's continued efforts to establish an active, pedestrian-scaled downtown through projects like Connect Kissimmee and the Form-Based Code.

On December 16, 2025, the City Commission directed staff to revise the standards to remove the restriction on Finance, Real Estate, and Insurance offices, opening the standards to permit these uses and allow greater variety within downtown. This amendment also includes an update to 14-5-6, Figure 5-25, in which a portion of the map was erroneously omitted from the previous draft of the Code.

Recommendation

Staff recommends approval.

The Planning Advisory Board (PAB) reviewed and denied this item by a vote of 2–3 on April 1, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 26-10 - strikethrough
2. Proposed Ordinance 26-10 - clean
3. Advertisement
4. B-1 Zoning District Map
5. Letter from DKC
6. Business Impact Estimate

PROPOSED ORDINANCE #26-10
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that a variety of uses are necessary to Downtown Kissimmee; and

WHEREAS, the City reviewed the current standards and added provisions to permit Finance, Insurance, and Real Estate offices on the ground floor of units facing Broadway and other side streets in Downtown Kissimmee; and

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

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

SECTION 2. Chapter 14-5-3 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. Chapter 14-5-6, Table 5-1 and Figure 5-25 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit B."

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

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 21st day of April, 2026.

_____
Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Exhibit A
Chapter 14-5-3

14-5-3. Special requirements plan.

The regulating plan (Figure 5-1) works hand in hand with the special requirements plan (see Figure 5-2). These two documents depict areas subject to the following requirements:

A. *Required frontage (depicted in the special requirements plan).* A ground floor retail, restaurant, finance, insurance office, real estate, or personal service establishment shopfront with marquee, awning, canopy, gallery, or arcade is required along the lot frontages shown on the map (Broadway and nearby streets). See requirements for shopfronts in section 14-5-7.D.1 (Shopfront). No other uses or type of offices shall be allowed on the ground floor along this frontage.



Shopfront

B. *Required awning, canopy, marquee, gallery or arcade (depicted in the special requirements plan)* A marquee, awning, canopy, gallery or arcade is required along this lot frontage. See requirements for these elements in section 14-5-7.D (Building Frontage Design).



Awnings, canopies and marquees

C. *Historic district (depicted in both).* The provisions of this chapter shall apply to properties within the South Beaumont Historic Overlay District unless they are in conflict with the overlay district design standards. In such cases, the overlay standards shall apply.



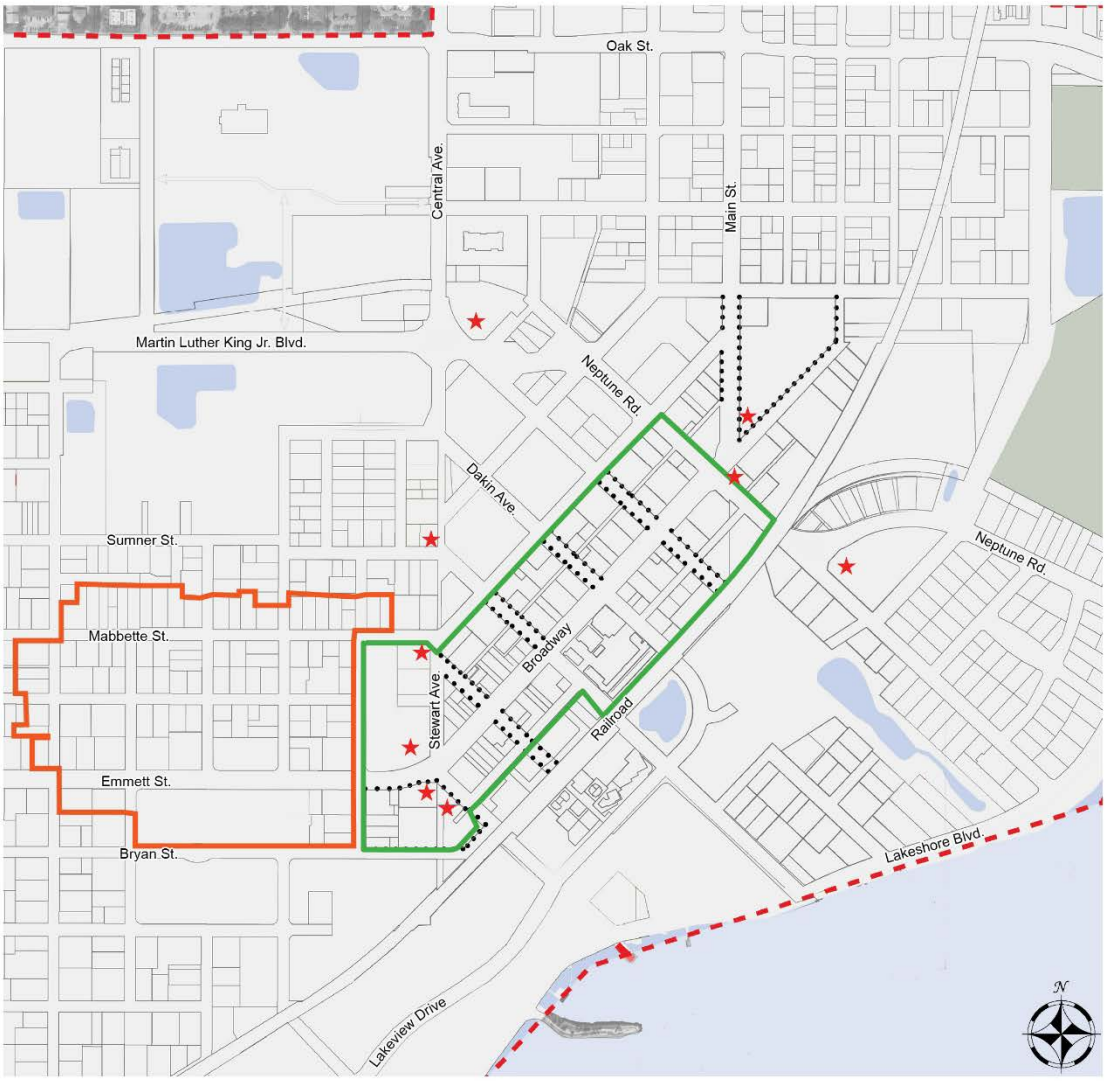
Historic Property

D. *Parking exemption area (depicted in the special requirements plan).* Off-street parking space requirements (minimum number of spaces) shall not apply to this area.

E. *Terminated vista (depicted in the special requirements plan).* Buildings on sites marked as a terminated vista on the special requirements plan may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices. See cupola/tower requirements in section 14-5-7.B.1.a.

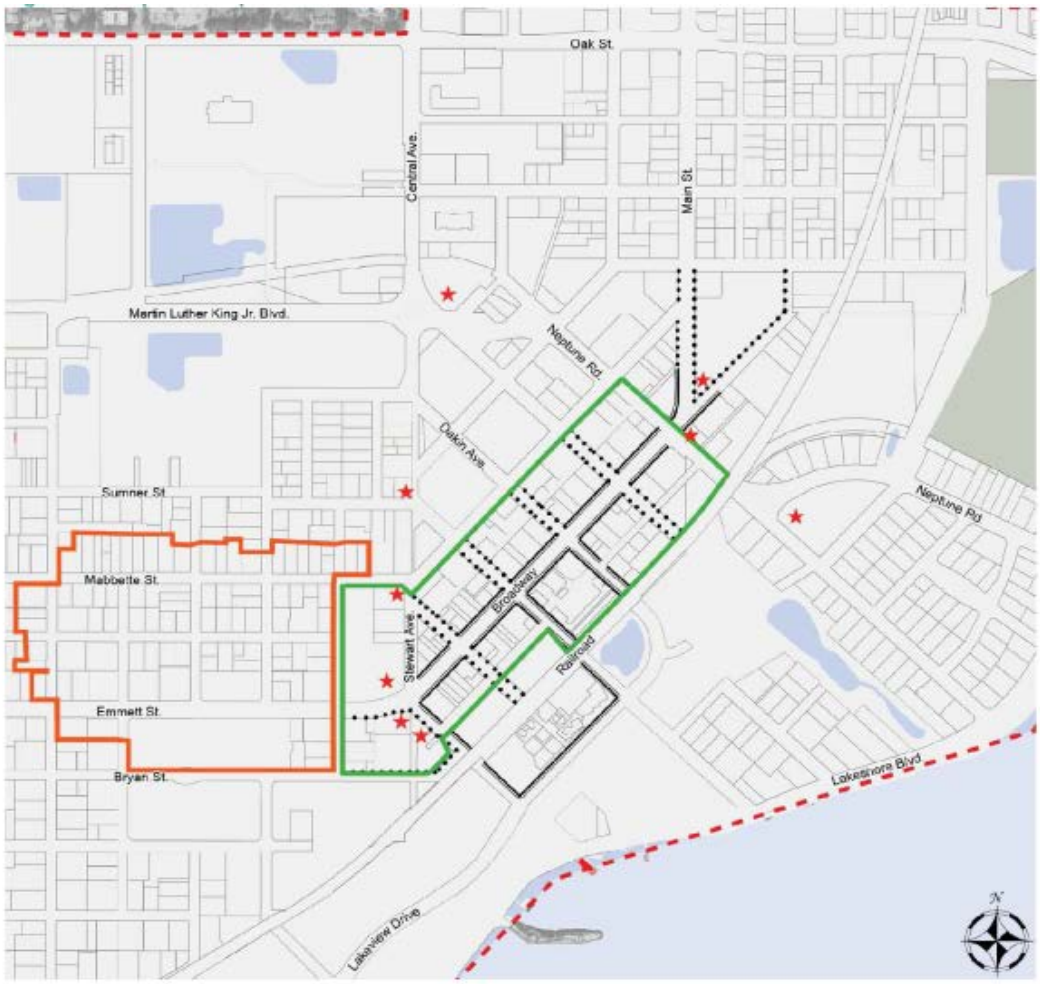
Figure 5-2: Special Requirements Plan

Figure 5 - 2: Downtown Kissimmee Special Requirements Plan



LEGEND

- Required Awning, Marquee, Gallery or Arcade
- Terminated Vista
- Downtown Form-Based Code Boundary
- South Beaumont Historic District
- Parking Exemption Area



~~(Ord. No. 3034, § 1(14-5-3), 8-4-2020)~~

Exhibit B
Chapter 14-5-6
Table 5-1 and Figure 5-25

14-5-6. Site Standards.

A. *Permitted uses.*

Table 5-1 lists the various types of uses allowed in the form-based code area and identifies whether a use is permitted (P), conditional (C), or not permitted (N) within the noted transect zone. uses not listed in Table 5-1 are prohibited. Refer to section 14-5-3, Special Requirements Plan, for use restrictions in certain areas.

Mixed-use developments are allowed in all zones, provided that the individual uses are all allowed in the zone. If one of the uses requires conditional use, the entire development shall undergo conditional use review.

All developments, regardless of the use classification, shall comply with the standards of this chapter and all other applicable chapters of the Land Development Code.

Table 5-1: Permitted Uses									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
COMMERCIAL/RETAIL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Drive through facilities with an allowed use	14-6-40 14-5-8.B	N	N	N	N	N	C	C	N
Micro-brewery	Ch. 5-3	N	N	N	N	P	P	P	N
Pawn shop	5-7	N	N	N	N	N	C	N	N
Restaurants	14-6-9	N	N	N	C	P	P	P	C
Retail sales establishments		N	N	N	C	P	P	P	C
CIVIC/INSTITUTIONAL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Churches		N	N	N	N	P[1]	P	N	N
Civic, social clubs		N	N	N	N	N	C	N	N
Colleges and universities		N	N	N	N	C	C	C	P
Community centers		N	N	N	N	C	C	C	N
Educational service establishments		N	N	N	N	C	C	C	C
Hospitals		N	N	N	N	N	N	N	P
Institutional care facilities		N	N	N	N	C	C	C	C
Libraries and museums		N	N	N	N	P	P	P	P
Public uses		N	N	N	N	P	P	P	P
Schools, elementary and middle*		N	N	N	N	C	C	C	P
Schools, high*		N	N	N	N	N	N	N	P
LODGING									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bed and breakfast establishments	14-6-36	N	N	N	C	C	N	N	N

Hotels and motels		N	N	N	N	C	P	P	N
MISCELLANEOUS USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Heliports, medical and law enforcement	14-6-6	N	N	N	N	N	N	N	C
RECREATION USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Recreation areas, passive		P	P	P	P	P	P	P	P
Recreation, indoor (private)		N	N	N	C	P	P	P	P
Recreation, active/outdoor (private)		N	N	N	N	N	C	N	N
RESIDENTIAL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Accessory dwelling units	14-6-2	N	P	P	P	N	N	N	N
Community residential homes	14-6-39	N	N	P	P	N	N	N	N
Duplex dwellings	14-6-43	N	P	P	P	N	N	N	N
Multiple family residential	14-6-43	N	N	C	C	P	P	P	P
Single family dwellings (detached)	14-6-43	N	P	P	P	N	N	N	N
Townhome	14-6-43	N	N	C	C	P	P	P	P
Triplex	14-6-43	N	N	C	C	P	P	P	N
SERVICE USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Car wash	14-5-8.G	N	N	N	N	N	P	N	N
Child care facilities	14-6-37	N	N	N	C	C	C	N	N
Equipment sales and leasing, light		N	N	N	N	N	P	N	N
Financial institutions		N	N	N	N	P	P	P	N
Gasoline service stations	14-5-8.A	N	N	N	N	N	C	N	N
Motor vehicle repair, light	14-5-8.C	N	N	N	N	N	C	N	N
Occult science establishment	Ch. 5-6	N	N	N	N	N	C	N	N
Office establishments		N	N	N	C	P[2]~~P~~	P	P	N
Parking garages, principal use		N	N	N	N	C	C	C	N
Rental, sale and leasing of mopeds, scooters, and/or neighborhood electric vehicles	14-5-8.C	N	N	N	N	N	C	N	N
Repair service establishments, light		N	N	N	N	C	P	C	N
Research & development establishments		N	N	N	N	P	P	P	C

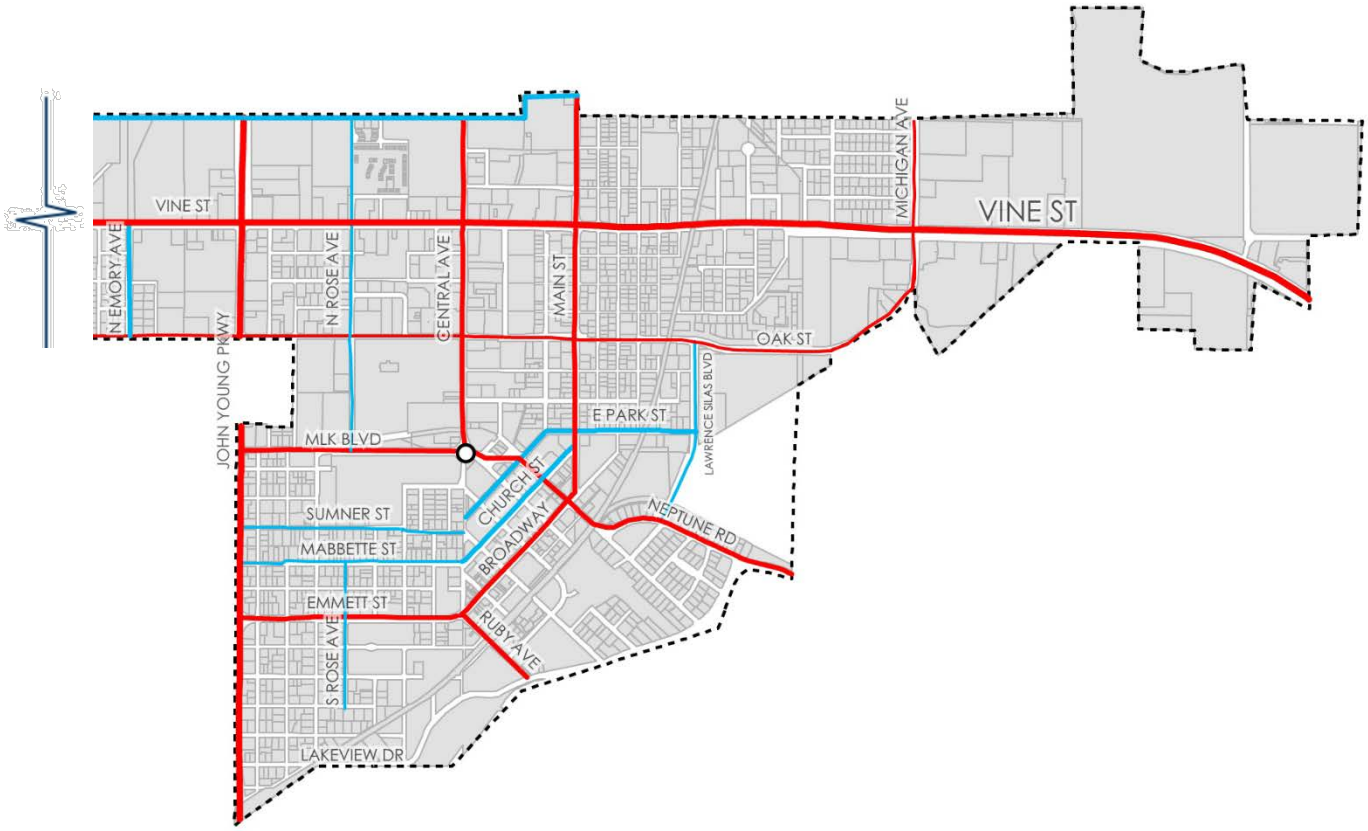
Sales, rental and leasing (vehicles other than heavy commercial vehicles)	14-6-10 14-5-8.C	N	N	N	N	N	C	N	N
Service establishment, business		N	N	N	C	P	P	P	N
Service establishment, personal		N	N	N	C	P	P	P	N
Storage facilities, self-service	14-5-8.G	N	N	N	N	N	C	N	N
Veterinary clinics		N	N	N	N	P	P	N	N
UTILITY USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Communication towers and facilities	14-6-38	N	N	N	N	N	C	N	N
Utility Facilities, Minor	14-6-46	N	N	N	C	C	C	C	C
TRANSPORTATION USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bus depots		N	N	N	N	N	C	N	N
Rail, bus and taxi stations with no onsite vehicle storage and/or repair		N	N	N	N	C	C	C	N
Rail stations		N	N	N	N	N	N	P	N

**Public and private schools shall not be permitted within the Vine Street CRA unless there are 2,000 residential dwelling units that have received a certificate of occupancy to support a student population creating the demand for new facilities. This provision shall be evaluated with each review of the CRA districts as required by the comprehensive plan.*

(1)Only if existing prior to the August 31, 2020.

(2) See Special Requirements Map, Figure 5-2 in Section 14-5-3 for Office Establishments in the Downtown CRA.

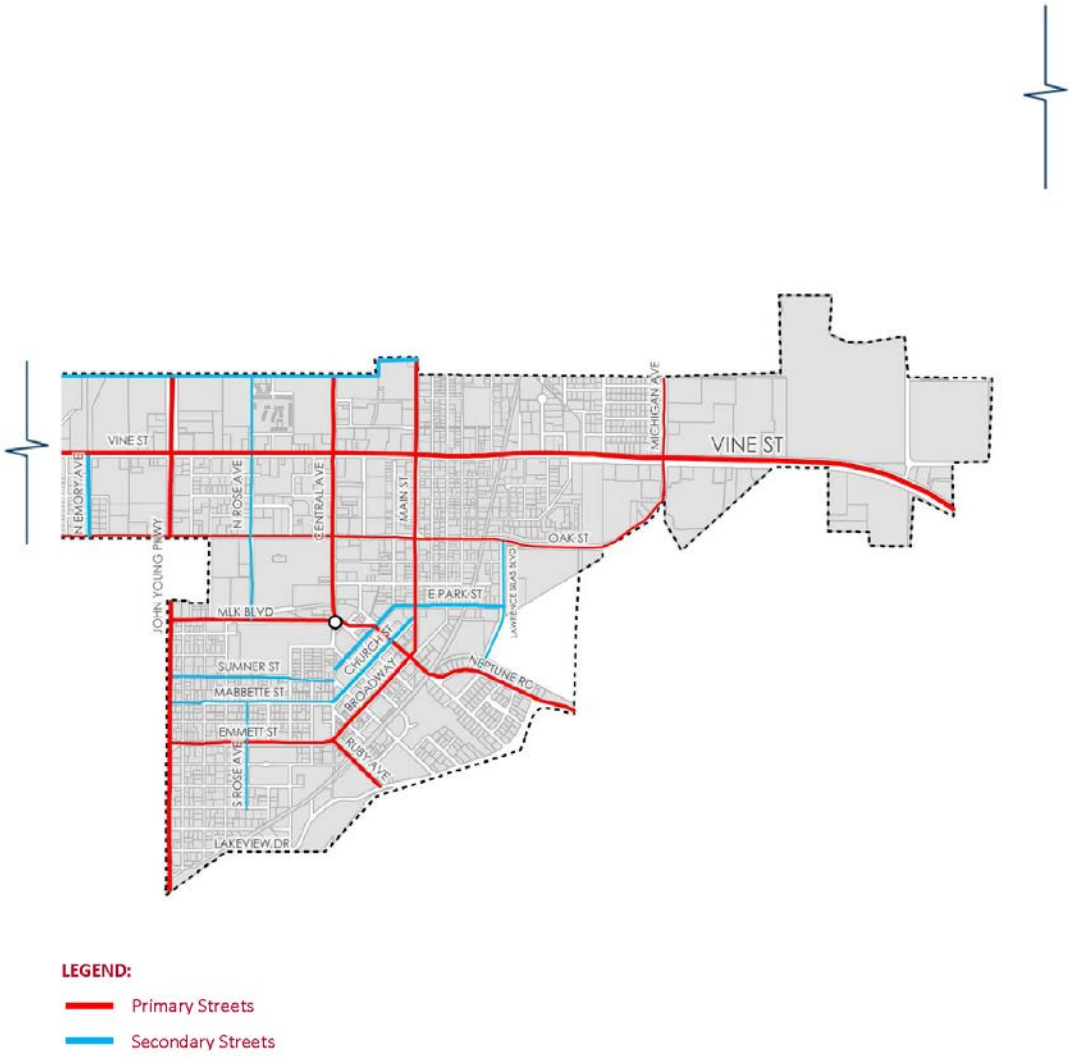
Figure 5-25: Street Hierarchy



LEGEND:

Primary Streets

Secondary Streets



(Code 1995, §§ 14-2-16—14-2-42; Ord. No. 3034, § 1(14-5-6), 8-4-2020; Ord. No. 3067, § 1(Exh. A), 11-15-2022; Ord. No. 3068, § 1, 11-15-2022)

PROPOSED ORDINANCE #26-10
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that a variety of uses are necessary to Downtown Kissimmee; and

WHEREAS, the City reviewed the current standards and added provisions to permit Finance, Insurance, and Real Estate offices on the ground floor of units facing Broadway and other side streets in Downtown Kissimmee; and

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

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

SECTION 2. Chapter 14-5-3 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. Chapter 14-5-6, Table 5-1 and Figure 5-25 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit B."

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

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 21st day of April, 2026.

_____
Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Exhibit A
Chapter 14-5-3

14-5-3. Special requirements plan.

The regulating plan (Figure 5-1) works hand in hand with the special requirements plan (see Figure 5-2). These two documents depict areas subject to the following requirements:

A. *Required frontage (depicted in the special requirements plan).* A ground floor retail, restaurant, finance, insurance office, real estate, or personal service establishment shopfront with marquee, awning, canopy, gallery, or arcade is required along the lot frontages shown on the map (Broadway and nearby streets). See requirements for shopfronts in section 14-5-7.D.1 (Shopfront). No other uses or type of offices shall be allowed on the ground floor along this frontage.



Shopfront

B. *Required awning, canopy, marquee, gallery or arcade (depicted in the special requirements plan)* A marquee, awning, canopy, gallery or arcade is required along this lot frontage. See requirements for these elements in section 14-5-7.D (Building Frontage Design).



Awnings, canopies and marquees

C. *Historic district (depicted in both).* The provisions of this chapter shall apply to properties within the South Beaumont Historic Overlay District unless they are in conflict with the overlay district design standards. In such cases, the overlay standards shall apply.



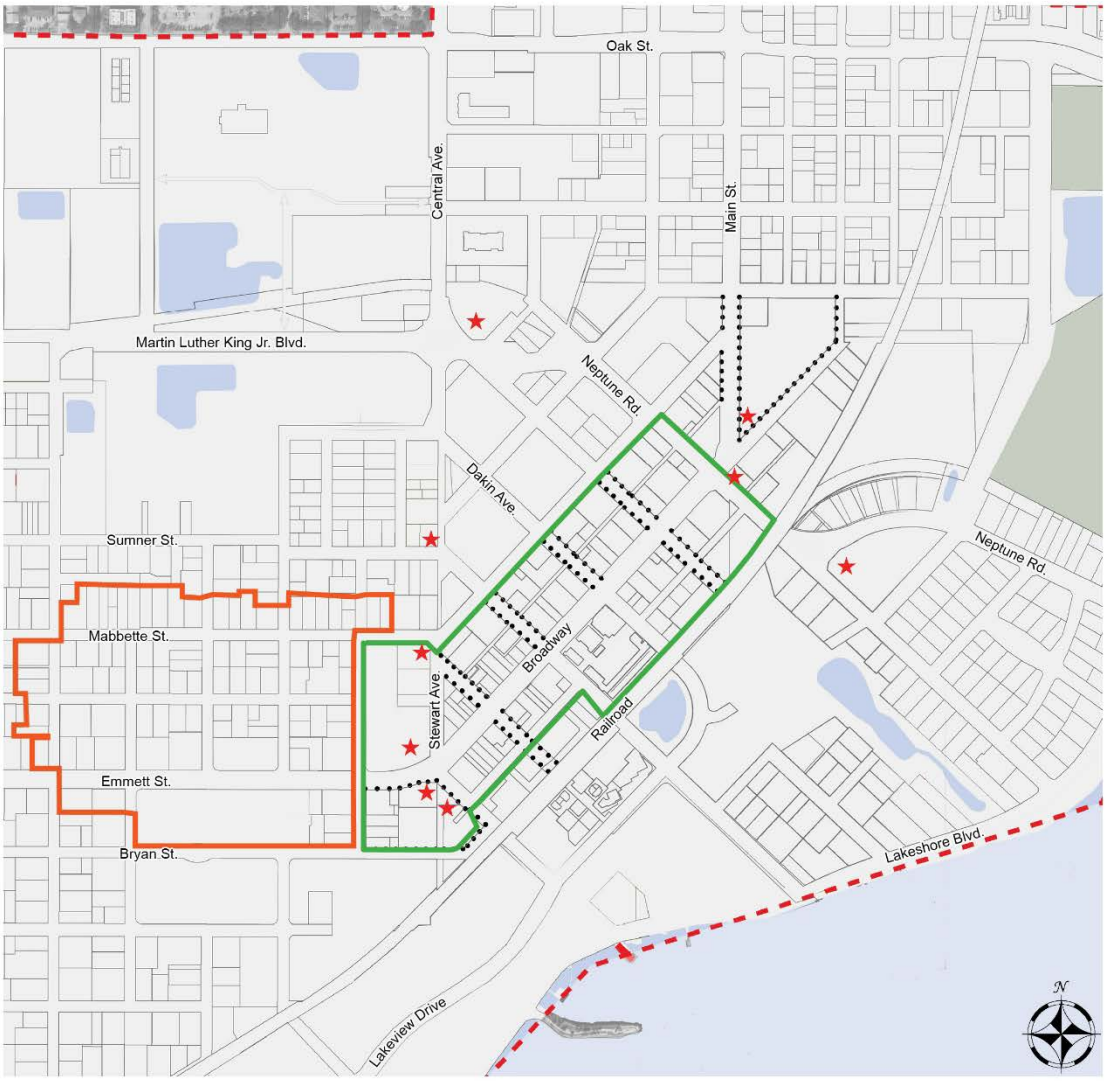
Historic Property

D. *Parking exemption area (depicted in the special requirements plan).* Off-street parking space requirements (minimum number of spaces) shall not apply to this area.

E. *Terminated vista (depicted in the special requirements plan).* Buildings on sites marked as a terminated vista on the special requirements plan may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices. See cupola/tower requirements in section 14-5-7.B.1.a.

Figure 5-2: Special Requirements Plan

Figure 5 - 2: Downtown Kissimmee Special Requirements Plan



LEGEND

- Required Awning, Marquee, Gallery or Arcade
- Terminated Vista
- Downtown Form-Based Code Boundary
- South Beaumont Historic District
- Parking Exemption Area

Exhibit B
Chapter 14-5-6
Table 5-1 and Figure 5-25

14-5-6. Site Standards.

A. *Permitted uses.*

Table 5-1 lists the various types of uses allowed in the form-based code area and identifies whether a use is permitted (P), conditional (C), or not permitted (N) within the noted transect zone. uses not listed in Table 5-1 are prohibited. Refer to section 14-5-3, Special Requirements Plan, for use restrictions in certain areas.

Mixed-use developments are allowed in all zones, provided that the individual uses are all allowed in the zone. If one of the uses requires conditional use, the entire development shall undergo conditional use review.

All developments, regardless of the use classification, shall comply with the standards of this chapter and all other applicable chapters of the Land Development Code.

Table 5-1: Permitted Uses									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
COMMERCIAL/RETAIL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Drive through facilities with an allowed use	14-6-40 14-5-8.B	N	N	N	N	N	C	C	N
Micro-brewery	Ch. 5-3	N	N	N	N	P	P	P	N
Pawn shop	5-7	N	N	N	N	N	C	N	N
Restaurants	14-6-9	N	N	N	C	P	P	P	C
Retail sales establishments		N	N	N	C	P	P	P	C
CIVIC/INSTITUTIONAL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Churches		N	N	N	N	P[1]	P	N	N
Civic, social clubs		N	N	N	N	N	C	N	N
Colleges and universities		N	N	N	N	C	C	C	P
Community centers		N	N	N	N	C	C	C	N
Educational service establishments		N	N	N	N	C	C	C	C
Hospitals		N	N	N	N	N	N	N	P
Institutional care facilities		N	N	N	N	C	C	C	C
Libraries and museums		N	N	N	N	P	P	P	P
Public uses		N	N	N	N	P	P	P	P
Schools, elementary and middle*		N	N	N	N	C	C	C	P
Schools, high*		N	N	N	N	N	N	N	P
LODGING									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bed and breakfast establishments	14-6-36	N	N	N	C	C	N	N	N

Hotels and motels		N	N	N	N	C	P	P	N
MISCELLANEOUS USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Heliports, medical and law enforcement	14-6-6	N	N	N	N	N	N	N	C
RECREATION USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Recreation areas, passive		P	P	P	P	P	P	P	P
Recreation, indoor (private)		N	N	N	C	P	P	P	P
Recreation, active/outdoor (private)		N	N	N	N	N	C	N	N
RESIDENTIAL USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Accessory dwelling units	14-6-2	N	P	P	P	N	N	N	N
Community residential homes	14-6-39	N	N	P	P	N	N	N	N
Duplex dwellings	14-6-43	N	P	P	P	N	N	N	N
Multiple family residential	14-6-43	N	N	C	C	P	P	P	P
Single family dwellings (detached)	14-6-43	N	P	P	P	N	N	N	N
Townhome	14-6-43	N	N	C	C	P	P	P	P
Triplex	14-6-43	N	N	C	C	P	P	P	N
SERVICE USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Car wash	14-5-8.G	N	N	N	N	N	P	N	N
Child care facilities	14-6-37	N	N	N	C	C	C	N	N
Equipment sales and leasing, light		N	N	N	N	N	P	N	N
Financial institutions		N	N	N	N	P	P	P	N
Gasoline service stations	14-5-8.A	N	N	N	N	N	C	N	N
Motor vehicle repair, light	14-5-8.C	N	N	N	N	N	C	N	N
Occult science establishment	Ch. 5-6	N	N	N	N	N	C	N	N
Office establishments		N	N	N	C	P[2]	P	P	N
Parking garages, principal use		N	N	N	N	C	C	C	N
Rental, sale and leasing of mopeds, scooters, and/or neighborhood electric vehicles	14-5-8.C	N	N	N	N	N	C	N	N
Repair service establishments, light		N	N	N	N	C	P	C	N
Research & development establishments		N	N	N	N	P	P	P	C

Sales, rental and leasing (vehicles other than heavy commercial vehicles)	14-6-10 14-5-8.C	N	N	N	N	N	C	N	N
Service establishment, business		N	N	N	C	P	P	P	N
Service establishment, personal		N	N	N	C	P	P	P	N
Storage facilities, self-service	14-5-8.G	N	N	N	N	N	C	N	N
Veterinary clinics		N	N	N	N	P	P	N	N
UTILITY USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Communication towers and facilities	14-6-38	N	N	N	N	N	C	N	N
Utility Facilities, Minor	14-6-46	N	N	N	C	C	C	C	C
TRANSPORTATION USES									
	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bus depots		N	N	N	N	N	C	N	N
Rail, bus and taxi stations with no onsite vehicle storage and/or repair		N	N	N	N	C	C	C	N
Rail stations		N	N	N	N	N	N	P	N

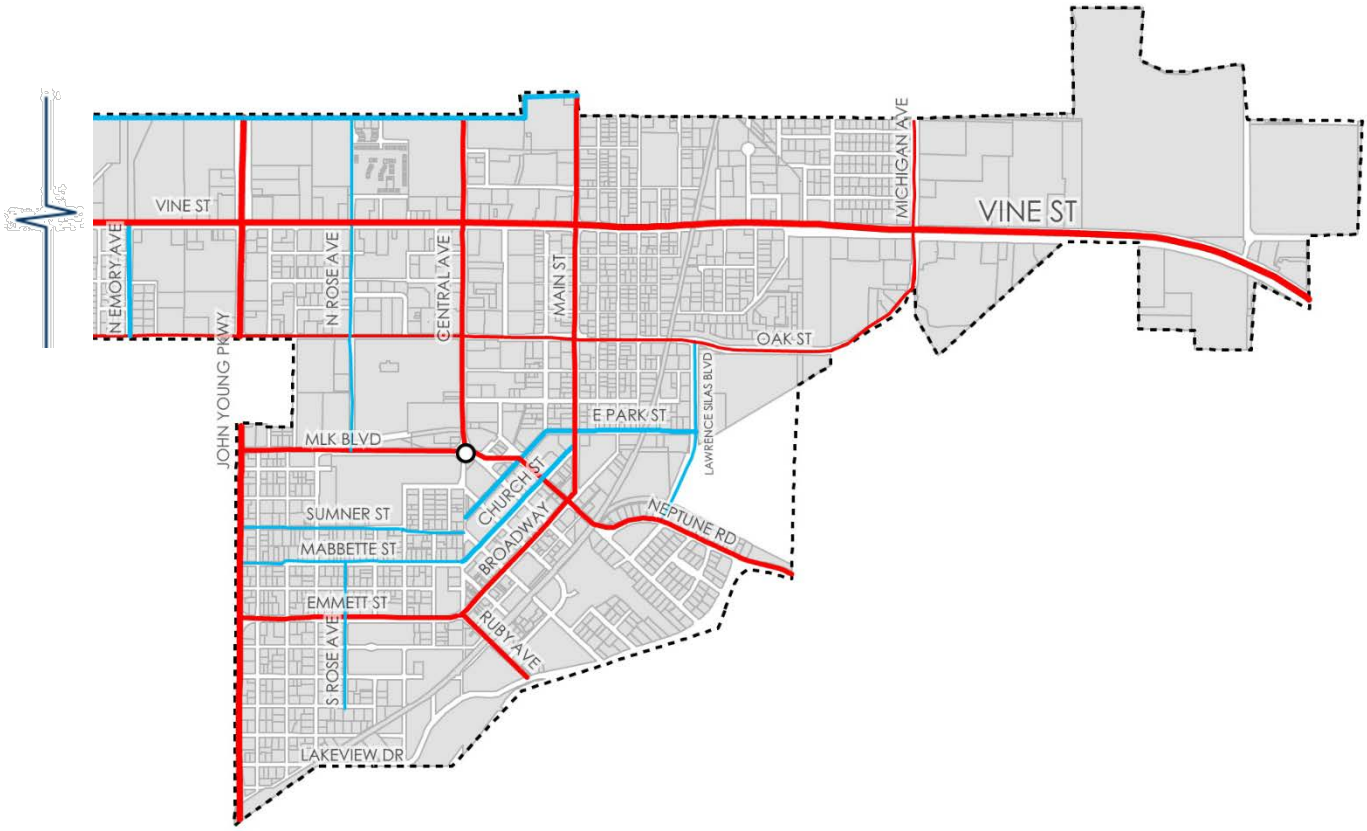
**Public and private schools shall not be permitted within the Vine Street CRA unless there are 2,000 residential dwelling units that have received a certificate of occupancy to support a student population creating the demand for new facilities. This provision shall be evaluated with each review of the CRA districts as required by the comprehensive plan.*

[1]Only if existing prior to the August 31, 2020.

[2] See Special Requirements Map, Figure 5-2 in Section 14-5-3 for Office Establishments in the Downtown CRA.

Figure 5-25: Street Hierarchy





LEGEND:

Primary Streets

Secondary Streets

(Code 1995, §§ 14-2-16—14-2-42; Ord. No. 3034, § 1(14-5-6), 8-4-2020; Ord. No. 3067, § 1(Exh. A), 11-15-2022; Ord. No. 3068, § 1, 11-15-2022)

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

Sold To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

Bill To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

State Of Florida
County Of Orange

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

The matter of LAND DEVELOPMENT CODE TEXT AMENDMENT Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 17 Mar 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 17 Mar 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

43609

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
LAND DEVELOPMENT CODE TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Section 14-5-3, Special Requirements Plan and 14-5-6, Site Standards to include provisions allowing Finance, Insurance, and Real Estate offices on the ground floor of units facing Broadway and other side streets downtown, amending those sections of the Land Development Code as described below. A public hearing on this proposal will be held by the City of Kissimmee Planning Advisory Board (PAB) to consider the proposed ordinance on Wednesday, April 1, 2026 at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the First Reading on Tuesday, April 7, 2026 and the Second and Final Reading on Tuesday, April 21, 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.

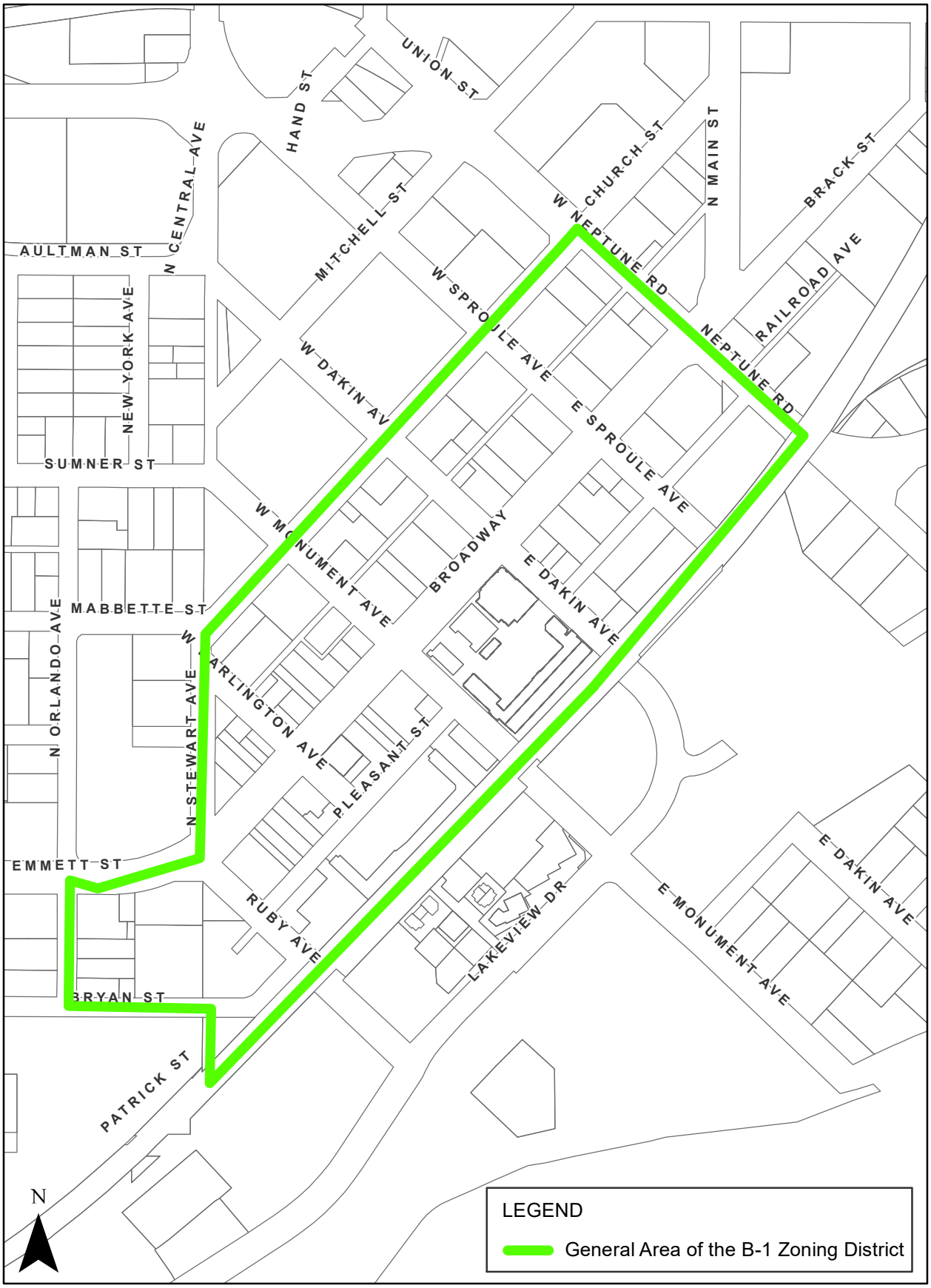
AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND 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)

43609

B-1 Zoning District



Map created 03.12.2026
*this map includes most of the properties within the B-1 Zoning District.

DOWNTOWN KISSIMMEE COUNCIL
THE OSCEOLA CHAMBER

February 3, 2026

Mayor Jackie Espinosa
Kissimmee City Hall
101 Church St.
Kissimmee, FL 34741

RE: The Downtown Kissimmee Council's Downtown Beautification & Innovation Award

Dear Mayor Espinosa,

This letter expresses the concern of the Board of Directors of the Downtown Kissimmee Council (DKC) of The Osceola Chamber relating to an impending ordinance allowing for f nance, insurance, and real estate off ces in ground floor shopfronts on Broadway. We wish to highlight our desire to be a valued partner with the City of Kissimmee along with our interest in being engaged prior to any action taken by the Commission.

The DKC Board of Directors discussed the proposed change at our January 15, 2026, meeting and several issues were identif ed. We join the City Commission in recognizing the need to promote foot traff c in the downtown area and we want to help be part of a solution. The Commission's vision for a walkable downtown with thriving places to shop, including a plan to widen the sidewalks and bring the road from four to two lanes, should encourage time consumers spend in downtown businesses.

One area of concern relates to the potential broad scope of the proposed change. There are various types of storefronts along Broadway, including many with windows that are more advantageous for retail businesses to display their items. Others, like 418 Broadway and the Morgan and Morgan building, do not have windows and are ideal for offices. Might it be counterproductive to the Commission's vision for walkability to allow a business that allows for remote work to occupy valuable space without attracting additional foot traffic to patronize downtown businesses?

One solution from the Downtown Kissimmee Council discussion is to only allow offices in buildings fronting Broadway that do not have any type of retail-oriented window or storefront. Again, we look forward to collaboration on any proposed changes that will or can impact the business community and the members of the Chamber of Commerce.

Thank you for your consideration of our perspective. We continue to strongly advocate that any effort on the issue of downtown Kissimmee be done right with stakeholders at the table. Please do not hesitate to reach out to me or John Newstreet on this matter.

Respectfully,
Candice Shields

Candice Shields
Chair, Downtown Kissimmee Council
The Osceola Chamber

CC: The Honorable Carlos Alvarez, Commissioner, City of Kissimmee
The Honorable Angela Eady, Commissioner, City of Kissimmee
The Honorable Janette Martinez, Commissioner, City of Kissimmee
The Honorable Noel Ortiz, Commissioner, City of Kissimmee
Mike Steigerwald, City Manager, City of Kissimmee
John Newstreet, President/CEO, The Osceola Chamber
Rebekah Hurd, Board Chair, The Osceola Chamber
Spencer Pylant, Government Advisory Chair, The Osceola Chamber Kylee Anzueto, Government Advisory Co-Chair, The Osceola Chamber

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-10**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING SECTION 14-5-3 AND 14-5-6, TABLE 5-1 TO INCLUDE PROVISIONS FOR FINANCE, INSURANCE, AND REAL ESTATE OFFICES; ADDING A MAP SECTION TO 14-5-6, FIGURE 5-25; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Proposed Ordinance 26-10 adds standards for Finance, Insurance, and Real Estate offices on first floor units fronting Broadway and some side streets connected to Broadway. This will open up the use list to include additional variety within the district.

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

The City does not anticipate that this ordinance will impose a new fee or cost for private for-profit businesses within the City.

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

The City does not anticipate that this ordinance will financially impact any businesses.

4. Additional information the governing body deems useful (if any):

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 26-11 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

This Ordinance will be revised and readvertised for a future Commission agenda.

Explanation

This is a request to amend the Conditional Use regulations in the Land Development Code, specifically sections 14-3-29: Conditional Uses and 14-3-16: Level of Review Required. The proposed changes were a directive from the City Commission, who felt these edits would benefit the process and would better achieve the goals of the City. The proposed amendments are as follows:

- Site plan waivers: A waiver for site plans is proposed to provide an easier route for applicants when a conceptual plan is sufficient for the submittal.
- Review procedures: The City Commission is proposed to have final approval on conditional use approvals after recommendation from the Development Review Committee (DRC) and the Planning Advisory Board (PAB).
- Conditions of approval: Provisions added to allow timeframes as a condition of approval for conditional uses. This allows a re-review of the approval to ensure the use meets all conditions of approval and that no modifications or additional conditions are needed.
- Minor language updated throughout 14-3-29: Conditional Uses to make the standards clearer.

Recommendation

This Ordinance will be revised and readvertised for a future Commission agenda.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 26-11 - Strikethrough
2. Proposed Ordinance 26-11 - Clean
3. Business Impact Estimate
4. Advertisement

PROPOSED ORDINANCE #26-11
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that Conditional Use approvals have an impact on the community and that an additional review of these requests is imperative to maintaining the long-term goals of the City; and

WHEREAS, the City reviewed the current standards and added provisions for site plan waivers to assist with application submittals; and

WHEREAS, the City recognizes the value of an evolving community where some uses may not be beneficial to the long-term development goals of the City and added time fames to Conditional Uses to ensure development regulations do not permanently allow a use; and

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

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

SECTION 2. Chapter 14-3-16 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. Chapter 14-3-29 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit B."

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

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 21st day of April, 2026.

_____
Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Exhibit A
Chapter 14-3-16

14-3-16. Level of review required.

Table 3-1 lists most of the development permits required by this chapter together with the review and approval authority. Some references are provided to other sections for details.

Table 3-1: Development Order Review Authorities								
APPLICATION TYPE	See Section	Approval Type	Pre-Application Meeting[2]	DRC	Board of Adjustment	Planning Advisory Board	Historic Preservation	City Commission
Comprehensive plan/LDC/zoning map amendments:								
Comprehensive plan/future land use map amendments (area-wide)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/future land use map amendments (site-specific)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/text amendment	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
LDC text amendments	14-3-27	L	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (area-wide)	14-3-27	L[1]	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (site specific, PUD/conceptual plan)	14-3-27 14-3-28	Q	Yes	Yes	No	Yes	No	**Yes**
Site plans:								
Site plan	14-3-31	A	Yes	**Yes**	No	No	No	No
Construction drawings	14-3-32	A	No	**Yes**	No	No	No	No
Subdivisions:								
Preliminary plat	14-3-41	A	Yes	Yes	No	No	No	No
Final plat	14-3-42	Q	No	Yes	No	No	No	**Yes**
Vacation of streets and easements	14-3-47	L	Yes	Yes	No	No	No	**Yes**
Other activities:								
Certificate of appropriateness (major)	14-3-37	Q	Yes	No[4]	No	No	**Yes**	No
Certificate of appropriateness (minor)	14-3-37	A	Yes	No	No	No	No	No
Conditional use	14-3-29	Q	Yes	Yes	No	Yes	No	~~**No**~~ **Yes**
Development agreement	14-3-30	L[3]	Yes	Yes	No	Yes	No	**Yes**
DRI development order	14-3-30	Q	Yes	Yes	No	Yes	No	**Yes**

Historic district designation	14-3-35	L[1]	Yes	No	No	Yes	Yes	**Yes**
Historic landmark designation	14-3-36	Q	Yes	No	No	Yes	Yes	**Yes**
Modification of standards (<10 percent)	14-3-50	A	No	No	No	No	No	No
Modification of standards (10 to 30 percent)	14-3-50	A	No	**Yes**	No	No	No	No
Variance[5]	14-3-51	Q	Yes	Yes	**Yes**	No	No	No
Variance (subdivisions)	14-3-52	Q	Yes	Yes	No	No	No	**Yes**

Legend: A = Administrative; L = Legislative; Q = Quasi-judicial; E = Encouraged, not required; HPB = Historic preservation board; Bold = Indicates final approving authority.

[1] Deemed to be legislative if they are city initiated and include a large number of properties which would be similarly affected by the proposed change. Otherwise, the application is deemed quasi-judicial.

[2] Yes = Encouraged.

[3] Development agreements will generally be treated as legislative except when required to be treated as quasi-judicial pursuant to applicable law.

[4] DRC review required if the COA involves new construction.

[5] See section 14-9-1 for floodplain variances.

(Ord. No. 3034, § 1(14-3-16), 8-4-2020; Ord. No. 3067, § 1(Exh. A), 11-15-2022)

Exhibit B
Chapter 14-3-29

14-3-29. Conditional uses.

A. *Purpose.* The purpose of this section is to establish the procedures for the review of those uses which may be essential or desirable for the orderly development of the city and for the public convenience or welfare, but which, because of their particular characteristics or area requirements, should be given individual consideration relative to adjacent property. Conditional uses are specified by district in sections 14-4-5 and 14-5-4. Conditional use approvals are issued ~~for~~to the property and not to~~for~~ a particular individual or entity.

B. *When required.*

1. *New uses.* No new use listed as a conditional use in the applicable zoning district or transect zone shall be allowed unless the requirements of this section have been fulfilled.

2. *Existing uses.*

a. Lawfully established uses which existed immediately prior to the~~ir~~ uses' present classification as a conditional use in the applicable zoning district or transect zone shall not have to comply with the requirements of this section unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in the~~ir~~ district or zone, but shall without further action be considered a conforming use in this instance.

b. Lawfully established uses which received conditional use approval in accordance with conditional use regulations which are different than those currently in this section shall not have to comply with the requirements of subsections C through G below unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in this district or zone, but shall without further action be considered a conforming use in this instance.

3. *Changes to uses.* Conditional uses established in accordance with subsections 1 and 2 above must receive additional conditional use approval when any one of the following conditions is met:

a. It is required by the original conditions of approval.

b. The gross floor area of the buildings or area originally approved is increased by ~~greater than 49.9 50 percent~~ 50% or more, or ~~due to previous or proposed expansions or more than~~ 1,500 square feet, whichever is greater.

c. The parking area is increased by six or more parking spaces.

d. The use is a communication tower, which is being rebuilt or increased in height.

e. The square footage of any outdoor area devoted to the conditional use is increased above the original approval - excluding areas devoted solely to outdoor business activities which do not require conditional use approval.

C. *Submittal requirements for conditional use applications.*

1. *Site plan.* The applicant shall submit a site plan showing all the items listed in section 14-3-31.C (Site Plan Submittal Requirements).

2. *Site plan waiver.* The director may waive the requirement for site plan submittal if:

a. Construction on the subject site is limited to the interior of an existing building; and

b. The existing parking, loading, lighting and other site characteristics are not impacted by the conditional use; and

c. No special buffers are required; and~~.~~

d. In some cases, an applicant may want to obtain conditional use approval before investing in a site plan. The requirement for a site plan may be waived if the Director determines that a concept plan is sufficient for the submittal.

If it is determined that a site plan is required, additional conditions can be placed on the site plan approval. Should a site plan be required after the conditional use approval, the site plan shall be reviewed under separate application and fee following the standards in Section 14-3-31.

~~The director determines a concept plan is sufficient for the submittal, as long as the conditions of approval include the stipulation that staff may add additional conditions when the site plan is reviewed by DRC as a separate action.~~

3. *Alternative submittal.* If a site plan waiver is granted, the following shall be submitted with the application:

a. A sketch or concept plan depicting the location of buildings on the site, the location of the proposed conditional use, any existing uses to remain; the internal traffic circulation system, ingress and egress from major roadways, parking areas, and the existing and proposed landscaping of the project;

b. Elevation drawings or photographs of the existing buildings and building heights, when requested by the department;

c. A description of the conditional use to be located on-site;

d. Hours of operation;

e. Other items requested by the City which are necessary to demonstrate compliance with the review criteria; and

f. An applicant provided set of findings or reasons why the conditional use should be approved.

D. *Review procedures.*

1. The Development Review Committee (DRC) shall review the application and submit a recommendation to the Planning Advisory Board (PAB).

2. Staff shall present the application at a public hearing before the ~~p~~Planning ~~a~~Advisory ~~b~~Board. The board shall review the application and vote to recommend approve, approve with conditions, or deny the application to the City Commission. ~~The board may also continue the hearing in order to obtain additional information.~~ Reasons for the PAB's recommendation of approval or denial shall be stated, based upon the review criteria.

3. Staff shall present the application at a public hearing before the City Commission with DRC and the PAB's recommendations. The Commission shall review the application and the accompanying recommendations and vote to approve, approve with conditions, or deny the application. The Commission may also continue the hearing in order to obtain additional information. The city commission shall use the review criteria and state reasons or findings for their decision. ~~Notification shall be provided as stated in section 14-3-20 (Public Hearings).~~

~~3. The planning advisory board's decision shall become final after ten calendar days unless either appealed or the application has been submitted by a PAB member, city commissioner or a city employee. In these cases, the application shall be transmitted to the city commission for final action.~~

4. Public notice for each public hearing shall be provided as stated in section 14-3-20 (Public Hearings).

~~The city commission shall use the review criteria and state reasons for their decision. Notification shall be provided as stated in section 14-3-20 (Public Hearings).~~

E. *Repeat application.* Once a conditional use has been denied, an application cannot be submitted for one calendar year from the denial date for the same use. Upon good cause of proof that circumstances have

changed, the ~~planning advisory board~~ City Commission, in its discretion, may waive this provision. This section does not apply to an application withdrawn prior to or during a public hearing. However, there may be no more than one withdrawal and resubmittal of an application for the same use during the same calendar year.

F. *Review criteria.* The criteria to be reviewed when considering an application for a conditional use are as follows:

1. *Adequate space.* The site has an adequate amount of space for the yards, buffers, buildings, drives, parking, loading and unloading areas, utilities, and other facilities associated with the conditional use.

2. *Suitable layout.* The placement of buildings, transportation facilities, utilities, landscaping, and other site features shall be appropriate for the conditional use and other on-site activities.

3. *Compatibility with surrounding area.* The conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts.

4. *Impact on historical and archaeological resources.* Development of the proposed use shall not have a substantial adverse effect on a known historical or archaeological resource located on or off the parcel proposed for development.

5. *Public services and facility impacts.* The conditional use shall not place an excessive burden on public transportation, utility, drainage, solid waste, ~~and~~ recreation facilities, and public safety departments. The project shall meet the concurrency level of service standards for these services and facilities as specified in Part VIII of this chapter (Concurrency Management). Special consideration shall be given to the impact of the volume and type of vehicular traffic associated with the conditional use on any residentially oriented streets in the area.

6. *Comprehensive P~~p~~lan/Land Development Code consistency.* The proposed conditional use shall be consistent with the goals, objectives and policies of the ~~c~~City's ~~c~~Comprehensive ~~p~~Plan and with other applicable requirements of this title.

G. *Conditions of approval.* When the city approves a conditional use, it may impose such conditions of approval in conformity with the intent and provisions of this title as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum site design standards for the district. Conditions may include, but are not limited to, conditions which:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place.

2. ~~and r~~Restraints to minimize such environmental effects as noise, vibration, and odors.

3.~~2.~~ Establish special yards, other open spaces and additional lot area requirements.

4.~~3.~~ Limit the height, size, and location of buildings and other structures.

5~~4~~. Designate the size, number, location, and nature of vehicular and pedestrian access points (including the sharing of access with other lots).

6~~5~~. Increase the amount of public right-of-way, roadway width, and improvements required within the street right-of-way.

7~~6~~. Designate the size, location, screening, drainage, surfacing, and other characteristics of a parking or loading area (including the sharing of parking areas with other lots).

8~~7~~. Limit or otherwise designate the number, size, location, height, and lighting of signs within the bounds of Chapter 14-11.

9~~8~~. Require the use of shielding and other site planning techniques to limit the spillover of light into adjacent properties.

10~~9~~. Require berms~~ing~~, screening, landscaping, and other buffering to protect nearby property and designate standards for installation or maintenance of the facility.

11~~10~~. Designate the size, height, location, and materials for a fence or wall.

12~~11~~. Require development techniques which protect existing trees, vegetation, water resources, and other significant natural resources.

13~~12~~. Take into account the size, style, history, and appearance of a structure.

14~~13~~. Specify other conditions to permit development in conformity with the intent and purpose of this ~~T~~title chapter and the ~~c~~City's ~~c~~Comprehensive ~~p~~Plan, including limits on the effective period of the conditional use.

15. ~~A review date~~ A time limit may be placed on the approval, after which the ~~ed conditional use, at which time a review by~~ DRC, ~~the~~ PAB, and ~~the~~ City Commission ~~-~~shall re-review the conditional use and determine if additional conditions of approval or an extension of the time frame is needed.~~will occur following section D (Review Procedures) to determine if all code requirements and conditions of approval are being met by the owner of the property where the conditional use is located.~~

a. The review may be shortened to ~~just the~~ one or more of the review bodies listed above as part of the approval conditions.

16. An expiration date may be placed on the approved conditional use permit, all activities, structures and improvements to the property associated with the conditional use shall be removed.

H. *Effective period of conditional use approval.*

a. A conditional use, as provided herein, shall be effective for a period of 12 months from the date of final approval unless a building permit or business tax receipt (BTR) for the project is issued on or before the last day of the 12th month following the date of approval. If no building permit or BTR has been issued within this time frame, the conditional use shall expire. Approval shall remain effective while an active building permit is in effect for the project. Upon application to the ~~city manager~~Development Services Director ~~(or designee thereof)~~ prior to the expiration date, the effective period may be extended for up to an additional three months for good cause. An additional extension of up to nine months may be granted by the ~~city~~ City ~~commission~~ Commission for good cause. ~~The effective period of a conditional use may also be limited in accordance with subsection G (Conditions of Approval) and section 14-6-38 (Communication Towers [and Facilities]).~~

b. A conditional use that has not been in operation for a period of 12 months shall be considered discontinued and would need to receive a new approval.

I. *Communication towers and facilities.* If a communication tower or facility requires a conditional use, all standards of section 14-6-38 must be followed.

J~~I~~. *Violations of conditions of approval, the City Code of Ordinances, State and Federal laws.* Any failure to adhere to the terms and conditions of the approval, the City Code of Ordinances, and State and Federal laws shall be considered violations of this title and shall be subject to the immediate revocation of the conditional use permit by the City Manager.~~penalties prescribed by this title.~~

(Code 1995, § 14-2-206; (Ord. No. 2038, 12-20-1994; Ord. No. 2122, 8-20-1996; Ord. No. 2139, 11-26-1996; Ord. No. 2157, 2-4-1997; Ord. No. 2158, 2-4-1997; Ord. No. 2210, 3-3-1998; Ord. No. 2237, 6-23-1998; Ord. No. 2264, 3-

16-1999; Ord. No. 2678, 5-13-2008; Ord. No. 2690, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-29), 8-4-2020)

PROPOSED ORDINANCE #26-11
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that Conditional Use approvals have an impact on the community and that an additional review of these requests is imperative to maintaining the long-term goals of the City; and

WHEREAS, the City reviewed the current standards and added provisions for site plan waivers to assist with application submittals; and

WHEREAS, the City recognizes the value of an evolving community where some uses may not be beneficial to the long-term development goals of the City and added time fames to Conditional Uses to ensure development regulations do not permanently allow a use; and

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

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

SECTION 2. Chapter 14-3-16 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. Chapter 14-3-29 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit B."

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 21st day of April, 2026.

_____
Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Exhibit A
Chapter 14-3-16

14-3-16. Level of review required.

Table 3-1 lists most of the development permits required by this chapter together with the review and approval authority. Some references are provided to other sections for details.

Table 3-1: Development Order Review Authorities								
APPLICATION TYPE	See Section	Approval Type	Pre-Application Meeting[2]	DRC	Board of Adjustment	Planning Advisory Board	Historic Preservation	City Commission
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Comprehensive plan/future land use map amendments (area-wide)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/future land use map amendments (site-specific)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/text amendment	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
LDC text amendments	14-3-27	L	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (area-wide)	14-3-27	L[1]	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (site specific, PUD/conceptual plan)	14-3-27 14-3-28	Q	Yes	Yes	No	Yes	No	**Yes**
Site plans:								
Site plan	14-3-31	A	Yes	**Yes**	No	No	No	No
Construction drawings	14-3-32	A	No	**Yes**	No	No	No	No
Subdivisions:								
Preliminary plat	14-3-41	A	Yes	Yes	No	No	No	No
Final plat	14-3-42	Q	No	Yes	No	No	No	**Yes**
Vacation of streets and easements	14-3-47	L	Yes	Yes	No	No	No	**Yes**
Other activities:								
Certificate of appropriateness (major)	14-3-37	Q	Yes	No[4]	No	No	**Yes**	No
Certificate of appropriateness (minor)	14-3-37	A	Yes	No	No	No	No	No
Conditional use	14-3-29	Q	Yes	Yes	No	Yes	No	**Yes**
Development agreement	14-3-30	L[3]	Yes	Yes	No	Yes	No	**Yes**
DRI development order	14-3-30	Q	Yes	Yes	No	Yes	No	**Yes**
Historic district designation	14-3-35	L[1]	Yes	No	No	Yes	Yes	**Yes**

Historic landmark designation	14-3-36	Q	Yes	No	No	Yes	Yes	**Yes**
Modification of standards (<10 percent)	14-3-50	A	No	No	No	No	No	No
Modification of standards (10 to 30 percent)	14-3-50	A	No	**Yes**	No	No	No	No
Variance[5]	14-3-51	Q	Yes	Yes	**Yes**	No	No	No
Variance (subdivisions)	14-3-52	Q	Yes	Yes	No	No	No	**Yes**

Legend: A = Administrative; L = Legislative; Q = Quasi-judicial; E = Encouraged, not required; HPB = Historic preservation board; Bold = Indicates final approving authority.

[1] Deemed to be legislative if they are city initiated and include a large number of properties which would be similarly affected by the proposed change. Otherwise, the application is deemed quasi-judicial.

[2] Yes = Encouraged.

[3] Development agreements will generally be treated as legislative except when required to be treated as quasi-judicial pursuant to applicable law.

[4] DRC review required if the COA involves new construction.

[5] See section 14-9-1 for floodplain variances.

(Ord. No. 3034, § 1(14-3-16), 8-4-2020; Ord. No. 3067, § 1(Exh. A), 11-15-2022)

Exhibit B
Chapter 14-3-29

14-3-29. Conditional uses.

A. *Purpose.* The purpose of this section is to establish the procedures for the review of those uses which may be essential or desirable for the orderly development of the city and for the public convenience or welfare, but which, because of their particular characteristics or area requirements, should be given individual consideration relative to adjacent property. Conditional uses are specified by district in sections 14-4-5 and 14-5-4. Conditional use approvals are issued to the property and not to a particular individual or entity.

B. *When required.*

1. *New uses.* No new use listed as a conditional use in the applicable zoning district or transect zone shall be allowed unless the requirements of this section have been fulfilled.

2. *Existing uses.*

a. Lawfully established uses which existed immediately prior to the uses' present classification as a conditional use in the applicable zoning district or transect zone shall not have to comply with the requirements of this section unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in the district or zone, but shall without further action be considered a conforming use in this instance.

b. Lawfully established uses which received conditional use approval in accordance with conditional use regulations which are different than those currently in this section shall not have to comply with the requirements of subsections C through G below unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in this district or zone, but shall without further action be considered a conforming use in this instance.

3. *Changes to uses.* Conditional uses established in accordance with subsections 1 and 2 above must receive additional conditional use approval when any one of the following conditions is met:

a. It is required by the original conditions of approval.

b. The gross floor area of the buildings or area originally approved is increased by 50% or more, or 1,500 square feet, whichever is greater.

c. The parking area is increased by six or more parking spaces.

d. The use is a communication tower, which is being rebuilt or increased in height.

e. The square footage of any outdoor area devoted to the conditional use is increased above the original approval - excluding areas devoted solely to outdoor business activities which do not require conditional use approval.

C. *Submittal requirements for conditional use applications.*

1. *Site plan.* The applicant shall submit a site plan showing all the items listed in section 14-3-31.C (Site Plan Submittal Requirements).

2. *Site plan waiver.* The director may waive the requirement for site plan submittal if:

a. Construction on the subject site is limited to the interior of an existing building; and

b. The existing parking, loading, lighting and other site characteristics are not impacted by the conditional use; and

c. No special buffers are required; and

d. In some cases, an applicant may want to obtain conditional use approval before investing in a site plan. The requirement for a site plan may be waived if the Director determines that a concept plan is sufficient for the submittal.

If it is determined that a site plan is required, additional conditions can be placed on the site plan approval. Should a site plan be required after the conditional use approval, the site plan shall be reviewed under separate application and fee following the standards in Section 14-3-31.

3. *Alternative submittal.* If a site plan waiver is granted, the following shall be submitted with the application:

a. A sketch or concept plan depicting the location of buildings on the site, the location of the proposed conditional use, any existing uses to remain; the internal traffic circulation system, ingress and egress from major roadways, parking areas, and the existing and proposed landscaping of the project;

b. Elevation drawings or photographs of the existing buildings and building heights, when requested by the department;

c. A description of the conditional use to be located on-site;

d. Hours of operation;

e. Other items requested by the City which are necessary to demonstrate compliance with the review criteria; and

f. An applicant provided set of findings or reasons why the conditional use should be approved.

D. *Review procedures.*

1. The Development Review Committee (DRC) shall review the application and submit a recommendation to the Planning Advisory Board (PAB).

2. Staff shall present the application at a public hearing before the Planning Advisory Board. The board shall review the application and vote to recommend approve, approve with conditions, or deny the application to the City Commission. Reasons for the PAB's recommendation of approval or denial shall be stated, based upon the review criteria.

3. Staff shall present the application at a public hearing before the City Commission with DRC and the PAB's recommendations. The Commission shall review the application and the accompanying recommendations and vote to approve, approve with conditions, or deny the application. The Commission may also continue the hearing in order to obtain additional information. The city commission shall use the review criteria and state reasons or findings for their decision.

4. Public notice for each public hearing shall be provided as stated in section 14-3-20 (Public Hearings).

E. *Repeat application.* Once a conditional use has been denied, an application cannot be submitted for one calendar year from the denial date for the same use. Upon good cause of proof that circumstances have changed, the City Commission, in its discretion, may waive this provision. This section does not apply to an application withdrawn prior to or during a public hearing. However, there may be no more than one withdrawal and resubmittal of an application for the same use during the same calendar year.

F. *Review criteria.* The criteria to be reviewed when considering an application for a conditional use are as follows:

1. *Adequate space.* The site has an adequate amount of space for the yards, buffers, buildings, drives, parking, loading and unloading areas, utilities, and other facilities associated with the conditional use.

2. *Suitable layout.* The placement of buildings, transportation facilities, utilities, landscaping, and other site features shall be appropriate for the conditional use and other on-site activities.

3. *Compatibility with surrounding area.* The conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts.

4. *Impact on historical and archaeological resources.* Development of the proposed use shall not have a substantial adverse effect on a known historical or archaeological resource located on or off the parcel proposed for development.

5. *Public services and facility impacts.* The conditional use shall not place an excessive burden on public transportation, utility, drainage, solid waste, recreation facilities, and public safety departments. The project shall meet the concurrency level of service standards for these services and facilities as specified in Part VIII of this chapter (Concurrency Management). Special consideration shall be given to the impact of the volume and type of vehicular traffic associated with the conditional use on any residentially oriented streets in the area.

6. *Comprehensive Plan/Land Development Code consistency.* The proposed conditional use shall be consistent with the goals, objectives and policies of the City's Comprehensive Plan and with other applicable requirements of this title.

G. *Conditions of approval.* When the city approves a conditional use, it may impose such conditions of approval in conformity with the intent and provisions of this title as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum site design standards for the district. Conditions may include, but are not limited to, conditions which:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place.

2. Restraints to minimize such environmental effects as noise, vibration, and odors.

3. Establish special yards, other open spaces and additional lot area requirements.

4. Limit the height, size, and location of buildings and other structures.

5 Designate the size, number, location, and nature of vehicular and pedestrian access points (including the sharing of access with other lots).

6. Increase the amount of public right-of-way, roadway width, and improvements required within the street right-of-way.

7. Designate the size, location, screening, drainage, surfacing, and other characteristics of a parking or loading area (including the sharing of parking areas with other lots).

8. Limit or otherwise designate the number, size, location, height, and lighting of signs within the bounds of Chapter 14-11.

9. Require the use of shielding and other site planning techniques to limit the spillover of light into adjacent properties.

10. Require berms, screening, landscaping, and other buffering to protect nearby property and designate standards for installation or maintenance of the facility.

11. Designate the size, height, location, and materials for a fence or wall.

12. Require development techniques which protect existing trees, vegetation, water resources, and other significant natural resources.

13. Take into account the size, style, history, and appearance of a structure.

14. Specify other conditions to permit development in conformity with the intent and purpose of this chapter and the City's Comprehensive Plan, including limits on the effective period of the conditional use.

15. A time limit may be placed on the approval, after which the DRC, PAB, and City Commission shall re-review the conditional use and determine if additional conditions of approval or an extension of the time frame is needed.

    a. The review may be shortened to one or more of the review bodies listed above as part of the approval conditions.

16. An expiration date may be placed on the approved conditional use permit, all activities, structures and improvements to the property associated with the conditional use shall be removed.

H. *Effective period of conditional use approval.*

    a. A conditional use, as provided herein, shall be effective for a period of 12 months from the date of final approval unless a building permit or business tax receipt (BTR) for the project is issued on or before the last day of the 12th month following the date of approval. If no building permit or BTR has been issued within this time frame, the conditional use shall expire. Approval shall remain effective while an active building permit is in effect for the project. Upon application to the Development Services Director prior to the expiration date, the effective period may be extended for up to an additional three months for good cause. An additional extension of up to nine months may be granted by the City Commission for good cause.

    b. A conditional use that has not been in operation for a period of 12 months shall be considered discontinued and would need to receive a new approval.

I. *Communication towers and facilities.* If a communication tower or facility requires a conditional use, all standards of section 14-6-38 must be followed.

J. *Violations of conditions of approval, the City Code of Ordinances, State and Federal laws.* Any failure to adhere to the terms and conditions of the approval, the City Code of Ordinances, and State and Federal laws shall be considered violations of this title and shall be subject to the immediate revocation of the conditional use permit by the City Manager.

(Code 1995, § 14-2-206; (Ord. No. 2038, 12-20-1994; Ord. No. 2122, 8-20-1996; Ord. No. 2139, 11-26-1996; Ord. No. 2157, 2-4-1997; Ord. No. 2158, 2-4-1997; Ord. No. 2210, 3-3-1998; Ord. No. 2237, 6-23-1998; Ord. No. 2264, 3-16-1999; Ord. No. 2678, 5-13-2008; Ord. No. 2690, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-29), 8-4-2020)

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-11**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Proposed Ordinance 26-11 amends the review procedure for Conditional Uses to add the City Commission as the final reviewing body, adds standards for site plan revisions, and adds provisions for timeframes on conditional use approvals. This is to ensure approvals are meeting the goals of the City of Kissimmee and to add waivers that assist qualifying applicants.

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

The City does not anticipate that this ordinance will impose a new fee or cost for private for-profit businesses within the City.

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

The City does not anticipate that this ordinance will financially impact any businesses.

4. Additional information the governing body deems useful (if any):

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

Sold To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

Bill To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

State Of Florida
County Of Orange

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

The matter of PUBBLIC HEARING Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 17 Mar 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 17 Mar 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

43622

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
LAND DEVELOPMENT CODE TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would amend the standards for conditional uses, including (but not limited to): site plan waivers, timeframes for approval, and adding the City Commission as the final reviewing authority, amending those sections of the Land Development Code as described below. A public hearing on this proposal will be held by the City of Kissimmee Planning Advisory Board (PAB) to consider the proposed ordinance on Wednesday, April 1, 2026 at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the First Reading on Tuesday, April 7, 2026 and the Second and Final Reading on Tuesday, April 21, 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. 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.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-29 AND 14-3-16, TABLE 3-1 TO ADD THE CITY COMMISSION AS THE FINAL REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD STANDARDS FOR SITE PLAN WAIVERS AND PROVISIONS FOR TIME FRAMES ON CONDITIONAL USE APPROVALS; 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)
43622 3/17/2026

43622

ITEM 4.C

Public Hearing — First Reading — Proposed Ordinance # 26-12 - Criteria for Commercial Vehicles in Residential Districts

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approve proposed changes to Chapters 42-67, 42-68 and 42-69 of the City Code of Ordinances regarding commercial vehicles in residential districts.

Explanation

Proposed ordinance 2026-12 Gross Vehicle Weight to Gross Vehicle Weight Rating, providing a more accurate method of the size of a commercial vehicle and whether said vehicle would be allowed in a residential zoned neighborhood.

Gross Vehicle Weight Rating is defined as, the weight of a vehicle including the weight of the vehicle, passengers, cargo, fuel and additional equipment. The rating is a range and can be obtained from the manufacturer easily by the owner or a Code Enforcement Officer.

This change will make it easier for vehicle owners, property owners and Code Officers to determine if the vehicle is allowed in the residential area of the City.

Recommendation

Approve proposed changes to Chapters 42-67, 42-68 and 42-69 of the City Code of Ordinances regarding commercial vehicles in residential districts.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services
Presenter: Craig Holland

Attachment(s):

1. Proposed Ordinance 2026 12 Commercial Vehicles in Residential Districts
2. Proposed Ordinance 2026 12 Commercial Vehicles in Residential Districts strike through and underline version.
3. Ad for Prop Ord #26-12
4. business-impact-estimate for proposed ordinance 26-12

PROPOSED ORDINANCE #26 - _12___
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that parking large and heavy commercial vehicles in residential districts creates an undesirable impact on all the residents of those districts; and

WHEREAS, the City recognizes that large and heavy vehicles parked in residential districts may create unsafe or adverse conditions, including but not limited to: threats to traffic and parking safety, potential storage of hazardous and/or noxious materials, and diminution in property values;; and

WHEREAS, the City has reviewed its Code of Ordinances and now seeks to further clarify the definitions and standards for commercial vehicles in residential districts to ensure compliance and enforcement.

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

SECTION 2. Chapters 42-67, 42-68 and 42-69 of the City of Kissimmee Code of Ordinances are hereby amended as follows:

Sec. 42-67. Parking or storing restrictions of commercial and heavy commercial vehicles in residential districts.

Commercial and heavy vehicles (as defined in chapter 14-2 of the Land Development Code) shall not be parked or stored on any lot or street in any residential district except as set forth in this article.

Sec. 42-68. Ungaraged.

One commercial vehicle of 8,000 pounds Gross Vehicular Weight Rating ("GVWR") or less permitted where the vehicle is used by a resident of the premises. GVWR is defined as the maximum safe operating weight for a vehicle as established by the manufacturer. GVWR includes the weight of the vehicle, passengers, cargo, fuel and additional equipment.

Sec. 42-69. Garaged.

One commercial vehicle of 10,000 pounds Gross Vehicular Weight Rating ("GVWR") or less may be parked in any enclosed garage on a residential lot where the vehicle is used by a resident of the premises. GVWR is defined as the maximum safe operating weight for a vehicle as established by the manufacturer. GVWR includes the weight of the vehicle, passengers, cargo, fuel and additional equipment.

SECTION 3. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____

Kalanit Oded, Interim City Attorney

PROPOSED ORDINANCE #26 - _12___
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES INS RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMEMRCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that the parking of large and heavy commercial vehicles in residential districts creates an undesirable impact on all the residents of that districtose districts.; and

WHEREAS, the City Commission and City staff recognizes that large and heavy vehicles parked in residential districts may create unsafe or adverse conditions, including but not limited to: threats to traffic and parking safety, and the possiblepotential storage of hazardous and/or noxious materials, and diminution in property values;s.; and

WHEREAS, The the City has reviewed its Code of Ordinances and now seeks to further clarify the definitions and standards for commercial vehicles in residential districts to ensure compliance and enforcement. should establish clear definitions and standards for commercial vehicles in residential districts.

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

SECTION 2. Chapters 42-67, 42-68 and 42-69 of the City of Kissimmee Code of Ordinances are hereby amended as follows. :

Sec. 42-67. Parking or storing restrictions of commercial and heavy commercial vehicles in residential districts.

Commercial and heavy vehicles (as defined in chapter 14-2 of the Land Development Code) shall not be parked or stored on any lot or street in any residential district except as set forth in this article.

Sec. 42-68. Ungaraged.

One commercial vehicle of 8,000 pounds Ggross Vvehicular Wweight Rrating ("GVWR") or less permitted where the vehicle is used by a resident of the premises. Gross Vehicle Weight Rating GVWR is defined as: Tthe maximum safe operating weight for a vehicle, as set established by the manufacturer. GVWR includes the weight of the vehicle, passengers, cargo, fuel and additional equipment., including the vehicle itself, passengers, cargo, fuel, and accessories.

Sec. 42-69. Garaged.

One commercial vehicle of 10,000 pounds Ggross Vvehicular Wweight Rrating ("GVWR") or less may be parked in any enclosed garage on a residential lot where the vehicle is used by a resident of the premises. GVWR is defined asthe maximum safe operating weight for a vehicle as established by the manufacturer. GVWR includes the weight of the vehicle, passengers, cargo, fuel and additional equipment.~~Gross Vehicle Weight Rating is defined as: The maximum safe operating weight for a vehicle, set by the manufacturer, including the vehicle itself, passengers, cargo, fuel, and accessories.~~

SECTION 3. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____

Tameara Crespo, City Clerk

Approved as to form and legality:

_____

~~Olga Sanchez de Fuentes~~Kalanit Oded, Interim City Attorney

Orlando Sentinel MEDIA GROUP

Campaign No.	43643
Today's Date	13 Mar 2026
P.O. Number	
Sales Rep	Haynes-Evans,Leah

bill-to

City of Kissimmee Planning Services
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Kissimmee, FL 34741
Tel: 407 518-2104
Account No: 140534

advertiser

City of Kissimmee Planning Services
101 Church St
Ste 110
Kissimmee, FL 34741
Tel: 407 518-2104
Account No: 140534

Campaign Summary

Description	CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING TEXT AMENDMENT
Start Date	3/27/2026
End Date	3/27/2026
Currency	

Cost Summary

Gross Amount	$1,571.35
Agency Commission	$0.00
Net Amount	$1,571.35
Estimated Tax	$0.00
Total	**$1,571.35**

Package Details

Preview - Content may appear in color online but may be printed in black and white.

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Chapter 42-67, Parking, display or storing of vehicles on up-aved portions of right-of-way; Chapter 42-68 Ungaraged; and Chapter 42-69 Garaged; as described below. A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the First Reading on Tuesday April 7, 2026 and the Second and Final Reading on Tuesday, April 21, 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.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IS RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMEMRCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; 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 in-

cludes 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)
43643 3/27/2028

This Insertion Order Form forms part of the Agreement by and between Customer and Tribune Publishing Company ("**Company**"), and is governed by the terms and conditions set forth in Company's Business Terms of Service (available at https://www.tribpub.com/central-terms-of-service/) (the "**Business Terms**") and the Data Processing Addendum (the "**DPA**") The Business Terms, DPA, and this Insertion Order are collectively referred to as the "**Agreement**." The Business Terms and DPA constitute integral parts of this Insertion Order and are hereby incorporated into this Insertion Order by this reference. Capitalized Terms not otherwise defined in this Insertion Order have the same meanings as that ascribed to them in Business Terms. In the event of any ambiguity, conflict, or inconsistency between any of the Business Terms, this Insertion Order, and the DPA, the following order of precedence shall govern for purposes of resolving any such ambiguity, conflict, or inconsistency: (1) this Insertion Order, (2) the DPA, if applicable, and (3) the Business Terms.

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Chapter 42-67, Parking, display or storing of vehicles on upaved portions of right-of-way; Chapter 42-68 Ungaraged; and Chapter 42-69 Garaged; as described below. A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the **First Reading on Tuesday April 7, 2026** and the **Second and Final Reading on Tuesday, April 21, 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.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IS RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMEMRCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; 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)

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-12**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

This ordinance better defines the city's regulations for parking commercial vehicles within residential businesses.

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

The City does not anticipate that this ordinance will have any direct economic impact on private for-profit businesses in the City.

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

The City does not anticipate that this ordinance will impact any businesses.

4. Additional information the governing body deems useful (if any):

ITEM 4.D

Public Hearing – First Reading – Proposed Ordinance # 26-13 – Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance # 26-13 amending the Firefighters Retirement Plan.

Explanation

The proposed ordinance #26-13 and the no impact statement from the Plan's Actuary are attached for approval. The Pension Attorney prepared the proposed ordinance and the Actuary indicated that this will not have an actuarial impact on the cost of the Firefighters Retirement Plan. This was also reviewed by the City Attorney, Curtis McGee, who provided the attached Business Impact Estimate.

This proposed ordinance includes updated language that is listed within the approved Collective Bargaining Agreement with the International Association of Firefighters dated 8/7/2025. The Collective Bargaining Agreement effective date is October 1, 2024, to September 30, 2027.

Pension Plan — Members may enter the DROP at any time after they qualify for normal retirement benefits under the plan.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

1. KISS F.Ord for DROP.draft.02-03-26 - 4922-2732-8652.2
2. Proof of Advertisement
3. 2026.03.25,LetterOfNoImpact-KissimmeeFire
4. Business Impact Estimate for KFD Drop Entry Expansion (003)

PROPOSED ORDINANCE NO. 26-13
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA;

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-167, Deferred Retirement Option Plan, subsection (b)(3), *Period of Participation*, to read as follows:

* * * * *

(3) *Period of participation*. A member who elects to participate in the DROP under subsection (b)(2) of this section, shall participate in the DROP for a period not to exceed 96 months beginning at the time his election to participate in the DROP first becomes effective. A member may participate only once. ~~In no event, however, may a member participate in the DROP beyond the date which is eight years from the date on which the member first becomes eligible for normal retirement or age 58, whichever is later. Notwithstanding the previous sentence, any member who had first reached eligibility for normal retirement prior to April 11, 2000, shall be permitted to participate in the DROP for a period ending not later than April 11, 2008.~~ An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in this subsection. An election to participate in the DROP shall not constitute a change in the participant's right to continued employment. Any retiree, who has retired under normal retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein. The amendments provided for in this subsection shall apply to all current and future DROP participants.

~~Current DROP participants may continue to receive returns on their DROP account without the application of the changes provided for in the ordinance adopting this subsection; however, those who elect to continue in the DROP for up to three additional years as provided herein, shall, at least 90 days prior to the end of their original five year DROP participation period, elect to receive either the plan net investment return or no return (positive or negative) on their DROP account for the additional three years of DROP participation.~~

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Kissimmee.

SECTION 3: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: That this Ordinance shall become effective upon its adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 2026.

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

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

Notice ID: 2NUslb7TwNikIcA6CxZ3 | **Proof Updated: Mar. 26, 2026 at 10:07pm EDT**
Notice Name: COK PROPOSED ORDINANCE 26-13

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

04/02/2026: Legal and Public Notice	59.89

Subtotal	$59.89
Tax %	0
Processing Fee	$5.99
Total	**$65.88**

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, April 7, 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, April 21, 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 #26-13

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; 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).
April 2, 2026

March 25, 2026

VIA EMAIL

Board of Trustees
City of Kissimmee Firefighters' Retirement Plan

Re: Letter of No Impact
City of Kissimmee Firefighters' Retirement Plan

Dear Board:

We have reviewed the proposed Ordinance, identified on page 2 as "KISS F.ORD draft.02-03-26", providing for a change to DROP maximum period of participation to 96 months (previously 96 months, limited to age 58 or 8 years subsequent to first normal retirement eligibility). We have determined that the adoption of the proposed change will have no impact on the assumptions used in determining the funding requirements of the program.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Sean Sendra, Plan Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-**

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

This ordinance implements Article 15 section (2)(a) of the Collective Barganing Agreement between the City and the International Association of Firefighters, Local 4208.

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

The City does not anticipate that private,for-profit businesses will incur any direct economic impact as a result of this proposed ordinance.

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

None, see above.

4. Additional information the governing body deems useful (if any):

None

ITEM 5.A
Public Hearing - Annual Fire Service Assessment Resolution

Request

Request adoption of this Annual Assessment Resolution, which sets the rates, fees and changes recently published and which were also by statute the subject of an individually mailed notice to all affected property owners in the City before the first year of imposition.

Explanation

This is the result of consideration and adoption of Resolution No. 34-2024 in December 2024, a subsequent successful RFP to seek learned and experienced multi-disciplined advice concerning stand-up and annual implementation of a Fire Service Assessment, a fire staffing study workshop on April 1, 2025, direction accordingly from the City Commission on April 15, which resulted in extraordinary notice and a public hearing associated with the establishment and use of revenue from a Fire Service Assessment in 2025. This action will materially assist in carrying out direction from the Legislature in s.633.508, F.S., and proportionately shares only a percentage of the costs of fire service readiness among all assessed parcels for the upcoming Fiscal Year 2026-27.

Kindly consider and accept the evidentiary executive summary prepared by Dr. Owen Beitsch of GAI, using City budgetary information, and data obtained from the County Property Appraiser and the FDOR. An interactive preliminary assessment roll has been available on the City website since before March 17, 2026.

The Annual Assessment Resolution sets properly noticed rates to be charged to each property on a proportional basis (1) based upon the amount of improvements to each Tax Parcel (not land), and (2) an equal or flat charge per Tax Parcel, which together will fund approximately $6.3 million dollars or less than 25% of the upcoming annual Fire Department budget. The Clerk will append proof of timely publication to the resolution.

Recommendation

Approve the revised summary as sufficient substantial evidence in every aspect, and adopt this year's Annual Fire Service Assessment Resolution.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance
Presenter: Desiree Matthews

Attachment(s):
1. (S) Fire Annual Assessment Resolution FY 2026-27
2. Affidavit Notice of Hearing
3. Fire Second Annual Evidentiary Report

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, RELATING TO THE AVAILABILITY AND FUNDING OF FIRE PROTECTION AND RELATED ESSENTIAL SERVICES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS WITHIN THE CITY TO FUND, IN PART, THE SERVICES, FACILITIES AND PROGRAMS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION; IDENTIFYING BENEFITS, BURDENS AND COSTS TO BE ASSESSED; ESTABLISHING THE METHOD OF APPORTIONING BENEFITS, BURDENS AND COSTS AMONG SPECIALLY BENEFITED PROPERTY; ADOPTING AN ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; PROVIDING FOR ASSOCIATED POLICY DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of The City of Kissimmee, Florida (the "City") is adopted pursuant to Ordinance No. 25-04 (the "Assessment Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance, unless the context hereof otherwise requires.

SECTION 1.03. INTERPRETATION AND DETERMINATION.

(A) Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

(B) The City Commission has strived to educate itself and consider a multitude of facts, evidence and alternatives, in the context of governing law and reasoned public administration and governance.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The constant and continued preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the value, use and enjoyment of real property by: (1) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering or stabilizing the cost of casualty or liability insurance by the presence of a professional municipal fire protection and associated rescue program within the City; (4) providing protection for

uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.

(B) The sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each Tax Parcel in the City as compared to the value of improvements for all Tax Parcels in the City could conceivably serve alone as a fair and reasonable means to apportion entirely the Fire Service Assessed Cost. Such approach substantially removes the underlying land values from consideration and reasonably focuses upon the built, improved, or husbanded environment on the land protected by fire services, facilities and programs. This is a direct and logically related means to share benefits, burdens and costs of fire protection services, facilities and programs.

(C) It is also clear that the relative improvement value of improvements to land may be utilized as one factor among others considered in a given formula or calculus since the resulting Assessments are formed from a reasoned or logical base against which the special benefits, burdens and costs may be multiplied or determined.

(D) Apportionment on the basis of relative improvement value (as determined periodically by data derived from the Tax Roll prepared by the Property Appraiser) recognizes and fairly shares the relatively higher benefit accruing to properties which

face greater financial loss in the event of fire incident.

(E) Besides the advantage of relying upon data prepared by the Property Appraiser in the normal conduct of such person's responsibilities, an approach based in whole or in part upon relative improvement value is also advantageous because it is self-correcting. Relative value of improvements may change from year to year in accordance with market conditions and other factors and such variation will be adjusted automatically each subsequent year in accordance with the updated improvement value determined by the Property Appraiser. If the improvements on a given Tax Parcel were to increase or decrease in value with the passage of time relative to the updated improvement value City-wide, that Tax Parcel's relative percentage to the total amount assessed for that Tax Parcel and all Tax Parcels would also increase or decrease proportionately.

(F) The mere availability of fire protection services and facilities benefits each Tax Parcel of real property in the City in a substantially uniform fashion by relieving the common burden placed upon City services and facilities collectively created by individual Tax Parcels whether a fire event occurs or not. Fundamentally, the presence of each Tax Parcel within the City creates a comparable and similar requirement to stand ready to serve and continually maintain a preparedness to provide fire protection and associated services and facilities for all Tax Parcels.

(G) The City's core preparedness costs are generally those necessary to maintain the readiness of fire personnel, equipment and facilities to respond in the event of random emergency calls and to assure an effective network of coverage, a metric used by insurance ratings organizations for calculation of basic insurance ratings. Such preparedness is continual and predominantly lies in wait for the emergency of a fire incident.

(H) The City Commission has carefully considered reports and analysis prepared by GAI Consultants, Inc. describing a special assessment apportionment methodology designed to fund all or some portion of the City's annual budget expenditures corresponding to fixed (as opposed to more variable) costs incurred in maintaining common or similar continual readiness to provide fire protection to all parcels.

(I) These core preparedness costs of lying in wait are largely recurring, almost fixed over the course of a budgetary period, because they are strongly associated with wages, salaries, administration, and overhead which support the constant availability of fire protection related services and facilities. Such core costs must be absorbed even when firefighting capabilities remain exclusively in standby mode.

(J) Fixed costs can generally be described as those costs incurred in providing services, facilities or programs required for readiness to provide fire protection which do not necessarily vary from parcel to parcel based upon property classification, parcel-

specific physical characteristics (improvements) or actual demand in the event of deployment. Variable costs are those dependent upon or which more closely bear a direct relationship to property classification and/or parcel-specific physical characteristics such as value of improvements, and therefore are more likely to vary from parcel to parcel.

(K) The constant potential for the outbreak of a fire represents the predominant requirement for service. When and where a fire incident occurs is essentially an unknown and difficult variable to accurately predict. The scale of this potential defines the basic underlying cost of being prepared to limit fire loss and to protect property values. From a policy and public purpose standpoint, preparedness is the predominant activity of the City's fire services and facilities. The City, in this state of readiness, must consider the committable personnel, necessary equipment and facilities, and the time likely required to extinguish a fire (planning or preparing for the potential incident or event) prior to the emergency allocation of direct resources enabling a fire to be extinguished as quickly as possible (deploying to or intervening in the incident or event itself). The amount of resources for fire protection service, facilities and programs made available in such a continual preparedness exercise each year is a public administration and policy decision which necessarily focuses in the aggregate on all property within the City.

(L) In developing a recurring revenue source to fund a portion of the core fixed cost component of the City's annual budget associated with a continued readiness to provide fire protection services, facilities and programs, it is not necessary to solely focus on the size, value, physical character or characteristics, use, or composition of individual Tax Parcels for fire protection. Instead, in this context, each individual Tax Parcel contributes similarly to the required state of readiness, and similarly and substantially shares the same benefits from such core fixed cost component; and, therefore it is fair and reasonable to ask the owner of each Tax Parcel to contribute equally toward funding all or a portion of the core fixed costs associated with such continual readiness to provide fire protection services and facilities.

(M) The findings contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Commission. A combination of the foregoing yields a reasoned apportionment methodology premised upon two distinct tiers or classes of apportionment allocation: Tier 1 – a sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each Tax Parcel in the City as compared to the value of improvements for all Tax Parcels in the City; and, Tier 2 – a sharing of benefits, burdens and costs for fire protection services and facilities on a per Tax Parcel allocation premised upon maintaining a continual state of preparedness and readiness to serve whether or not a

request for actual assistance is ever received. Although either of these two tiers might be used singularly to address a significant portion of the budget for special assessment apportionment purposes, together they provide a simplified and powerful equity tool for the City to fairly and reasonably share assessable benefits, burdens and costs among all assessable Tax Parcels in the City.

(N) Allocating a portion of the fixed costs attributable to the City's continual readiness to provide fire protection services and facilities on a Tax Parcel basis reasonably avoids cost inefficiencies and unnecessary administration, and is a fair, efficient and reasonable mechanism to allocate such costs among all Tax Parcels.

(O) The use of data derived from the Tax Roll (both in form and content), which is a statutorily required and uniformly maintained database of all Tax Parcels employed by the Property Appraiser and Tax Collector, represents a reasonably accurate, fair and efficient means to allocate or distribute Fire Service Assessed Cost associated with standing ready to provide fire protection and associated services and facilities.

(P) It is fair, reasonable, effective, and efficient for all Tax Parcels, including statutorily defined parcels such as individual condominium, cooperative or multiple parcel building units with extraordinary alienability, to share equally in the core fixed costs represented by the special assessments to be imposed hereby, particularly since

such costs are not necessarily dependent upon or determined by physical characteristics or demand in the event of deployment.

(Q) It is also fair and reasonable that some portion of fixed costs and variable costs be shared and distributed among Tax Parcels, including statutorily defined parcels such as individual condominium, cooperative or multiple parcel building units with extraordinary alienability, using apportionment methods which are weighted more heavily on the Fire Assessment Roll (using data from the Tax Roll) toward physical characteristics, such as those represented by the relative value of improvements.

(R) City staff and consultants reviewed current and prior year budget information related to the provision of fire protection services, and interplay with advanced life support services ("ALS"). The budgetary review and analysis considered by the City Commission conservatively excluded even the appearance of funding any advanced life support services by eliminating costs associated with ALS training, certifications or special pay from the Fire Service Assessed Cost. The exemplary budget conservatively excludes any cross-over costs of ALS services. Accordingly, the City's exemplary budget used to determine the Fire Service Assessed Cost, on its face, avoids any question that the Fire Service Assessed Cost improperly includes emergency medical services other than first response medical services routinely delivered by fire fighters. This factually serves to isolate such advanced life support medical services

from fire service related responses and avoids debate as to case law validity of the resulting Fire Service Assessment.

(S) City staff and consultants reviewed current and prior year budget information related to the provision of fire protection services and facilities and shared a reasoned analysis of fixed and variable cost budget components, resulting in the determination that all Tax Parcels benefit in a substantially uniform and proportionate manner from services, facilities and programs characterized as fixed and otherwise necessary to provide a continual readiness to provide fire protection. In light of how the community (i) handles ALS and emergency medical services, (ii) the exclusion of cross-over costs from the exemplary budget, (iii) the recognition that future fire stations may or may not be funded with impact fees, and (iv) the business and policy directive to supplement and keep the impact of the Fire Service Assessment relatively modest by only funding approximately 25% of the fire department budget with such non-ad valorem assessments, with the result being the prospect of over or under funding one tier or the other is not material. Accordingly, the amount of the Fire Service Assessment for each tier, the aggregate of both tiers, and all costs associated with extension and collection are well within the allocation of rates, fees and charges the City Commission anticipates imposing. The annual Fire Service Assessment will remain modest due to annual indexing of rates at a maximum of 2% (as explained in the published and mailed notices) unless the City Commission provides future individually mailed notice to all

property owners in the future. In any event, the remainder of the exemplary budget for fire services alternatively can be provided through other legally available funds.

(T) It is fair and reasonable to fund all or a portion of the Fire Service Assessed Cost on the basis of the relative value of improvements associated with each Tax Parcel compared to the total value of all improvements in the City in order to recognize the proportional benefit accruing to properties which face greater financial loss in the event of fire incident.

(U) It is fair and reasonable to multiply the estimated budget for fire protection services, facilities and programs by an identified proportion of the core fixed costs associated with the continual readiness to provide fire protection, in order to determine a proportional amount of the estimated budget allocable to such core fixed costs; and, then divide such amount by a reasonable estimate of the total number of Tax Parcels within the City in order to determine the proposed annual rate of assessment per Tax Parcel in a rational and logical manner to uniformly and proportionally fund such core fixed costs.

(V) The City is not required to fully fund any given essential service or capital cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may alternatively determine to fund all or some discrete portion of an essential service or capital cost, such as fire protection services, facilities and programs, with general fund or other legally available revenues.

The determination as to whether to contribute other legally available revenues, and how much to contribute, lies solely in the discretion of the City Commission.

(W) There is no requirement that the City impose an assessment for the maximum amount of the budget that can be funded by special assessments. Stated in the alternative, the City Commission may annually determine as a tax equity tool to impose special assessments at a rate less than necessary to fund all or any specific portion of the costs which might otherwise be funded by special assessments associated with fire protection services and facilities. Costs incurred in providing fire protection services, facilities and programs not otherwise funded through Fire Service Assessments in any given year may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of each apportionment approach used for the remaining portion of the budget attributed to the Fire Service Assessed Cost. This flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Commission. However, in no event shall any annual rate of

special assessment exceed that previously noticed to the affected property owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The City Commission is cognizant that any system, metric or analytical view of appraising benefits or assessing costs will be open to some criticism or suggestion of alternative methods or approaches, and has labored to educate itself as to the facts, analysis, law and policy latitudes available to it in determining the Fire Service Assessed Cost and the rate of the Fire Service Assessment in the process of approving the Fire Service Assessment Roll. The City Commission has, among other things, provided extraordinary notice and opportunities to be heard, listened to public comment, and also may draw upon the knowledge of each Commissioner; and, by adoption of this Resolution, has determined the data and information presented by its Fire Chief, City management, and experts engaged to assist and inform the City Commission, including particularly the executive summary or Letter Report dated May 14, 2025, and the relevant subsequent update, which are hereby accepted by the City Commission, form a higher standard of evidence which is competent and substantial.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs represented by the assessment rates and Fire Service Assessments hereby adopted (using the concept and method sometimes called “Simplified Fire”), are reasonably characterized as necessary for providing the continual readiness to provide fire protection, notwithstanding

whether fire incidents or fire calls materialize or not; and, is hereby determined to be a fair and reasonable means to annually allocate and share such benefits, burdens and costs.

(Z) The benefits derived or burdens relieved from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subjected to the Fire Service Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits (or corresponding relief of burdens) that such Tax Parcel will receive (or cause) compared to any other Tax Parcel so assessed within the City.

(AA) The City Commission hereby finds and determines that the Fire Service Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefited property.

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ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

(A) The estimated Fire Service Assessed Cost to be recovered through Fire Service Assessments for the fiscal year commencing October 1, 2026, is $6,329,142; consisting of $3,713,546 for Tier 1 – relative value of improvement for each Tax Parcel for variable cost; and, $2,615,596 for Tier 2 – per Tax Parcel for fixed, readiness to serve cost.

(B) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and the City Commission in the preparation of the Fire Service Assessment Roll for the fiscal year commencing October 1, 2026.

(C) The rate of Fire Service Assessment is (1) $0.57 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) $107.10 per Tax Parcel (Tier 2).

SECTION 2.02. FIRE SERVICE ASSESSMENT ROLL

(A) The Assessment Coordinator has prepared a preliminary Fire Service Assessment Roll that contains the following information:

(1) a summary description of each Tax Parcel (conforming to the description contained on the Tax Roll maintained by the Property Appraiser for the purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;

(2) the name of the owner of record of each Tax Parcel, as shown on the Tax Roll; and

(3) the proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year commencing October 1, 2026, exclusive of anticipated costs of collection and administration.

(B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

(C) Copies of the Assessment Ordinance, this Resolution and the preliminary Fire Service Assessment Roll have been made available in the City Clerk's office located at City Hall, 101 Church Street, Kissimmee, Florida, 34741, or have been open to public inspection in a manner consistent with the Assessment Ordinance. In the event the Assessment Coordinator makes any corrections, exemptions, administrative hardship deferrals or other modifications to the Assessment Roll authorized by the Assessment

Ordinance, this Resolution or otherwise, all funding for such changes to the Assessment Roll shall be budgeted and funded by legally available funds other than direct proceeds of the Assessments. Such changes shall not require any recalculation or change in the rate or rates of assessment otherwise considered or adopted pursuant to the Assessment Ordinance or any Annual Assessment Resolution.

SECTION 2.03. NOTICE BY PUBLICATION AND MAIL.

(A) The Assessment Coordinator has directed and caused the notice of a public hearing in the manner and time provided in the Assessment Ordinance. Proof of timely and compliant publication of notice is attached hereto as Appendix A.

(B) In the initial year of imposition of the Fire Service Assessment, the Assessment Coordinator directed and caused both publication and individual notice by U. S. Mail of a public hearing in the manner and time provided by law and in the Assessment Ordinance, which included notice of future maximum rates and minimal annual indexing of rates from year to year not to exceed 2%.

(C) Accordingly, the proposed approach and amount of Assessment for each Tax Parcel for the Fiscal Year beginning October 1, 2026 has been noticed since on or before March 18, 2026 at or through the City's website and accessible through the internet at www.kissimmee.gov and at the City Clerk's office located at City Hall, 101 Church Street, Kissimmee, Florida, 34741.

SECTION 2.04. PUBLIC HEARING. A public hearing was held on April 7, 2026 commencing at or about 6:00 p.m. in the City Commission Meeting Room located in City Hall, 101 Church Street, Kissimmee, Florida, 34741, at which time the City Commission received and considered information and comments on the Fire Service Assessments from City officials, staff, experts and advisors, as well as the public and affected property owners, and considered imposing annual Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

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ARTICLE III

ASSESSMENTS

SECTION 3.01. IMPOSITION THROUGHOUT CITY.

Upon adoption hereof, Fire Service Assessments are to be levied and imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Resolution and shall include all administration and collection costs, fees and adjustments provided for in Section 2.01(B) of the Ordinance. When imposed, the Fire Service Assessment for each fiscal year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

SECTION 3.03. APPORTIONMENT APPROACH.

(A) As provided for herein, the Fire Service Assessed Cost shall be apportioned among all Tax Parcels within the City, not otherwise exempted hereunder, and including any statutorily defined parcels such as individual condominium, cooperative or multiple parcel building units with extraordinary alienability. The

estimated Fire Service Assessed Cost and rate of Fire Service Assessment shall be that described in Section 2.01 hereof.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method of paying for, recovering and apportioning the Fire Service Assessed Cost among Tax Parcels of Assessed Property located within the City.

(C) The Fire Service Assessment Roll is hereby approved.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS.

Proceeds derived by the City from the Fire Service Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve. In the event there is any fund balance remaining at the end of the fiscal year, such balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS; COVENANT TO ADOPT ANNUAL RESOLUTION.

(A) Unless otherwise determined by the City Commission, collection of the Fire Service Assessments shall take place pursuant to the uniform method of collection described in Article III of the Assessment Ordinance.

(B) The amount of the Assessment imposed, levied, and billed to each owner of Assessed Property may additionally include a charge for a pro rata share of the City's costs and expenses associated with development, implementation, notice, collection and administration of the Assessments, but not to exceed seven dollars and fifty cents ($7.50) per Tax Parcel to defray such City costs.

(C) Capital equipment and facilities are fundamental components to the preparedness necessary to continually stand ready to provide fire protection services, facilities and programs. Following the adoption of the initial Annual Assessment Resolution, counsel for the City was directed and authorized to institute proceedings pursuant to Chapter 75, Florida Statutes, for validation of any Obligations to be secured by proceeds of the Assessments. Such action is reaffirmed. Unless directed otherwise by resolution of the City Commission, funding using such Obligations shall be contingent upon such validation and the appeal period having expired without any appeal having been taken and/or any appeal having been resolved in favor of the City.

(D) Any Obligations issued by the City shall contain a covenant by the City to adopt an Annual Assessment Resolution imposing Assessments for each fiscal year until any Obligations which include Assessments as pledged revenues have been paid in full.

SECTION 3.06. DIRECTION CONCERNING ANY EXEMPTION.

(A) Tax Parcels which are statutorily exempted from the payment of ad valorem taxes are in most circumstances subject to the Fire Service Assessments contemplated hereunder. Imposition of Fire Service Assessments upon Tax Parcels owned by private property owners otherwise exempted by general law from ad valorem property taxes is fair and reasonable in as much as annual Fire Service Assessments only cover a fraction or portion of the full cost thereof, borne by other property owners who are not otherwise exempt from property taxes. For instance, Tax Parcels classified or described by the Property Appraiser as institutionally tax exempt benefit substantially from the constant availability of fire protection services, facilities and programs provided by the City and are reasonably and fairly subject to the Fire Service Assessments contemplated hereunder.

(B) As necessary, if not already accomplished, the City Manager is directed and authorized to set up and propose a deferral program as provided for in Section 2.14 of the Ordinance. In the Ordinance the City Commission has intentionally provided for a means to allow certain less fortunate property owners to seek a deferral. The

implementation process can occur by resolution and should involve completing a factual intake application, verification, and likely an individual meeting and interview with staff in a trustworthy manner and setting. This is to be a careful and respectful process. It will be limited to individuals and homestead circumstances. The City will post this opportunity on its website; and, at that time also expects to reach out otherwise to share the availability of this opportunity with community safety-net partners (e.g. faith-based and other organizations likely to know of difficult individual circumstances so those community stewards can learn and know the criteria involved and can possibly help identify and alert those who might be in need who fit the limited circumstances envisioned, then possibly assist in informing of and encouraging when and how to come forward), to reach out to likely eligible property owners.

(C) Tax parcels comprising Government Property are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as government-owned, including the following: (1) military, (2) forest, parks, recreational, (3) public county schools, (4) public colleges, (5) public hospitals, (6) other county-owned property, (7) other state-owned property, (8) other federal-owned property, and (9) other municipal-owned property. Provided, however, each such Government Property owner may be approached by the City Manager, or such person's designee, and asked to pay as a fee or service availability charge an amount comparable to the Assessment for each such Government Property.

Said amount may be invoiced annually, quarterly or monthly in accord with Section 3.04 of the Assessment Ordinance.

(D) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax Parcels and are not subject to the Fire Service Assessments contemplated hereunder: (1) common element, (2) header record, and (3) notes parcel.

(E) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Service Assessments contemplated hereunder: (1) right-of-way (including water front access), (2) rivers, lakes & submerged land, (3) sewage disposal & waste lands, and (4) outdoor recreation or parkland.

(F) Tax Parcels associated with the following classifications used by the Property Appraiser in fact receive a special benefit from the provision of fire protection services and facilities and are subject to the Fire Service Assessments contemplated hereunder: (1) cropland, (2) timberland, (3) grazing land, (4) orchards and groves, (5) apiary, aquaculture, fowl, horse, and other animals, and (6) nursery, floriculture, sod production, and hydroponics. As the assessments contemplated hereunder are not imposed pursuant to chapter 170, Florida Statutes, the otherwise unfunded exemption from assessment for certain agricultural lands described therein does not apply. In the

event a court of competent jurisdiction or the Legislature by general law determines that such agricultural lands are not subject to the Fire Service Assessments, the imposition of the Fire Service Assessments on such properties or portions of properties not subject to the Fire Service Assessments shall be severed from this Resolution and an amount equivalent to that which would have been raised by such levy shall be paid or underwritten from other legally available funds.

(G) The classifications of properties in this Section which are or may be exempted, in whole or in part, are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, do not merit the expenditure of public funds to impose or collect the Fire Service Assessments, are exempt and/or otherwise generally serve in some respect to promote the public health, safety, morals, general welfare, security, prosperity and contentment of the inhabitants or residents of the City. The Assessment Coordinator, or such person's designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Service Assessment Roll is collected. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(H) Based upon the foregoing, there are relatively few exempt properties within the City. Using legally available funds other than the proceeds of the Fire

Service Assessments, the City shall otherwise underwrite, contribute or fund in any manner an amount equal to the Fire Service Assessments that would have been otherwise derived, in whole or in part, from such exempt properties.

(I) Provided, however, the City Commission reserves the right and ability in the future to impose Fire Service Assessments against Tax Parcels determined to be exempt, in whole or in part, hereunder to the extent permitted by law, for any reason including lack of reasonable cooperation or willingness to pay for a share of the Fire Service Assessment Cost, or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07. EFFECT OF ANNUAL ASSESSMENT RESOLUTION.

The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the legal sufficiency of the Ordinance and this Resolution, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, the levy and lien of the Assessments, and method of collection and enforcement), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the City Commission's adoption of this Annual Assessment Resolution.

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ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. AUTHORIZATIONS. The Mayor and any member of the City Commission, the City Manager, the City Attorney, the Clerk, the Fire Chief and such other officials, employees or agents of the City as may be designated by the City Commission are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the imposition and collection of the Fire Service Assessments contemplated hereunder, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 4.02. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. Provided, however, such repealer shall not interfere with or dimmish any other outstanding financial obligations of the City in any manner, including any covenant to budget and appropriate for repayment of otherwise duly authorized debt obligations.

SECTION 4.03. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.04. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption by the City Commission.

PASSED and ADOPTED by the City Commission of the City of Kissimmee, Florida, this 7th day of April, 2026.

THE CITY OF KISSIMMEE, FLORIDA

(Seal)

By: _____
Jackie Espinosa, Mayor

ATTEST:

_____
Tameara Crespo, City Clerk

APPROVED AS TO FORM:

By: _____
Kalanit Oded, Deputy City Attorney

APPENDIX A
PROOF OF PUBLICATION

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

Sold To:
City of Kissimmee - 106259
101 Church St Fl 4
Kissimmee, FL 34741-5054

Bill To:
City of Kissimmee - 106259
101 Church St Fl 4
Kissimmee, FL 34741-5054

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/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of COLLECTION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 14 Mar 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 14 Mar 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

42138

NOTICE OF HEARING
TO CONSIDER IMPOSING AND PROVIDING FOR COLLECTION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE PURPOSE OF FUNDING A PORTION OF THE CONTINUAL READINESS AND AVAILABILITY OF ESSENTIAL SERVICES AND CAPITAL FACILITIES AND EQUIPMENT ASSOCIATED WITH FIRE PROTECTION WITHIN THE ENTIRITY OF THE CITY OF KISSIMMEE, FLORIDA FOR FISCAL YEAR 2026-27



All properties proposed to be assessed lie within the City of Kissimmee, Florida.

This notice concerns the process the City Commission of the City of Kissimmee, Florida (the "City"), is authorized by law to use to better and more fairly address the constant challenge of funding the City's fire department, and is doing so in the context of the City's preparation for next year's overall budget. This proposed non-ad valorem assessment is for the purpose of funding, certainly not all but a significant portion of, the annual cost of continual readiness and availability of essential services and capital facilities and equipment associated with fire protection.

Self-help for our City. The City's budget and level of service face the ever-important challenge of attracting a qualified and dedicated labor pool to be available to serve 24/7 every day of the year; and making sure those professionals are properly equipped and placed strategically throughout our community. The City Commission has carefully considered and directed the development of a fair, proportionate and productive self-help fiscal alternative to implement use of a supplemental and annually repeating non-ad valorem fire service assessment on all privately-owned parcels in our City. The amount of annual fire service assessments will not cover the entire fire department budget and will vary proportionately based on the relative amount of improvements on each assessed parcel and also charges an equal base amount for all assessable tax parcels (even unimproved parcels). This fiscal approach allows the City to ask ALL assessable property owners to help proportionately fund less than 25% of our annual fire department budget and allows for, among other things, our general fund to better serve, and continue the City's excellent ISO (Insurance Services Office, a subsidiary of Verisk) rating, now and in the future. The City's superior ISO rating can be a major factor in annually keeping property insurance rates lower.

Maximum Rates and Indexing. By law, the City can use this notice to inform of maximum rates used for this non-ad valorem assessment. During initial imposition of the fire assessment the City also considered maximum rates for ensuing years. The City explained and shared how the maximum rates inform of the base and a cap for annual indexing to account for growth, inflation, the change in purchasing value of money, or similar purchasing or cost increase variables, and further informed that the maximum rates could be increased from year to year in an amount not to exceed the lesser of the average annual growth rate in Florida personal income over the previous 5 years, or similar successor index, or 2%, whichever is less. Annual Fire Service Assessment rate increases within the foregoing limits are deemed to be within the maximum rates authorized by law at the time of initial imposition of the non-ad valorem Fire Service Assessment. No additional mailed notice is required so long as the City does not annually increase these rates from year to year beyond that of this capped indexing feature. Any increases in rates beyond such indexed percentage authorization will require additional individual mailed notice to all affected property owners. This is the same general law index feature used by independent fire control districts in this State, but is even more limited, and has been similarly also validated before other circuit courts in Florida for use and reliance for funding future financings with the proceeds of the Fire Service Assessments as pledged revenues for capital equipment or improvements.

Accordingly, the rates of Fire Service Assessment for subsequent Fiscal Years beginning October 1, 2027, will be considered in the context of not exceeding lesser of (i) a 2% increase, or (ii) *the average annual growth rate in Florida personal income over the previous 5 years*, as determined using information from the Bureau of Economic Analysis, affiliated with the United States Department of Commerce, whichever of (i) or (ii) is less. This published notice is timely provided in the manner provided for by law.

Fire Service Assessment rates for FY 2026-27, and, how to learn more. Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. The resulting rate of assessment for each tax parcel is accordingly adjusted by a modest 2% and proposed to be the sum of (i) $0.57 per $1,000 of the value of improvements attributed to the tax parcel by the County property appraiser (Tier 1), plus (2) $107.10 per tax parcel (Tier 2). Added to the subtotal of these two tiers for each parcel will be (i) a charge ($7.50) to defray City notice, administrative and implementation costs associated with the annual assessment, (ii) statutory charges imposed by the tax collector/property appraiser (estimated as not to exceed approximately 2% each); plus (iii) adjustment (4%) to account for early-payment statutory discounts involved with the uniform method of collection on the same bill as for taxes. The total revenue the City expects to collect by the assessment, exclusive of the nominal amounts and adjustments described in (i), (ii) and (iii) above, is estimated to be $6,329,142.

The varying and proportional dollar amounts per tax parcel and other information concerning the proposed non-ad valorem assessment roll, individually attributable to each of thousands of tax parcels in the City, is also transparently and conveniently available online using your own computer or smart phone by going to www.kissimmee.gov or via a computer terminal upon inquiry at the offices of the City Clerk, at City Hall. This is an interactive search engine allowing inquiry by owner name, parcel location, or tax parcel identification number. Give it a try; and, please don't forget to learn more at the City's www.kissimmee.gov website.

Public Hearing. The City Commission will hold a public hearing to listen to comment from all property owners and any interested persons concerning the Fire Service Assessment. This published notice informs and shares when, where and how affected persons can easily become more informed and conveniently be heard in this essential funding and governance process for our City.

The City Commission has scheduled a public hearing at 6:00 p.m. on April 7, 2026, in City Hall, 101 Church Street, Kissimmee, Florida, 34741, to receive public comment on this notice and this proposed annual non-ad valorem assessment.

You have the right to appear at the hearing and may file written objections or comments with the City Commission within 20 days of this notice. You may send your written objections or comments by email to fireassessment@kissimmee.gov. All written comments and objections will be reviewed, given equal weight to those made at the hearing, and included in the record. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The purpose of an annual Fire Service Assessment is to more diversely fund certainly not all, but a significant portion of the annual City costs of availability for the constant level of service for fire protection, associated programs, support services, equipment, facilities, and capital. A fully funded fire department enables the City to maintain the best possible ISO rating which has a positive impact on insurance ratings for all properties in our community. The authority to undertake, impose, levy, and collect this funding rests in the City charter, general law, the Florida Constitution, and other applicable law and the City's approach has been determined valid and legally sufficient by Florida courts.

Use of a fair and reasoned method of sharing fire protection availability costs. The special assessment rates for each parcel of property is based on a sturdy benefits or burdens analysis associated with the constant readiness of fire protection made available all day every day to all tax parcels. The City uses the well-vetted 'simplified fire' two-tier rate structure method, which has obtained judicial approval in several counties statewide. The method looks at each parcel in two ways. Tier 1 is based on the relative improvements value associated with each tax parcel (no land value is generally used in this calculation) focused on variable and possibly some fixed costs. Tier 2 is a fixed equal rate per tax parcel focused more on fixed costs.

Uniform Collection Method. The assessments contemplated in this notice will be imposed by the City Commission, not Osceola County, and neither the local property appraiser nor the local tax collector. Any activity of the County property appraiser or tax collector associated with the statutory method of collection chosen by the City by law is to be construed solely as ministerial. Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2026. This statutory tax bill collection method is also sometimes is called the uniform method of collection. As a courtesy, please be reminded that until paid, the Fire Service Assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay your upcoming taxes and assessments will cause a tax certificate to be issued against the property which may result in loss of title. Thank you for your review of this notice.

Need Assistance? Any person requiring a special accommodation at this meeting due to disability or physical impairment and needs for an interpreter to participate in this proceeding should contact the City Clerk at 407-518-2309 at least 48 hours prior to the meeting. If hearing impaired, Florida Relay Service numbers for assistance are (800) 955-8771 (tdd) or (800) 955-8770 (voice).

PUBLISHED AT THE DIRECTION OF THE CITY COMMISSION,
CITY OF KISSIMMEE, FLORIDA.
Publish on or before March 18, 2026.

42138

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

Sold To:
City of Kissimmee - 106259
101 Church St Fl 4
Kissimmee, FL 34741-5054

Bill To:
City of Kissimmee - 106259
101 Church St Fl 4
Kissimmee, FL 34741-5054

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/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of COLLECTION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 14 Mar 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 14 Mar 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

42138

NOTICE OF HEARING
TO CONSIDER IMPOSING AND PROVIDING FOR COLLECTION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE PURPOSE OF FUNDING A PORTION OF THE CONTINUAL READINESS AND AVAILABILITY OF ESSENTIAL SERVICES AND CAPITAL FACILITIES AND EQUIPMENT ASSOCIATED WITH FIRE PROTECTION WITHIN THE ENTIRITY OF THE CITY OF KISSIMMEE, FLORIDA FOR FISCAL YEAR 2026-27



All properties proposed to be assessed lie within the City of Kissimmee, Florida.

This notice concerns the process the City Commission of the City of Kissimmee, Florida (the "City"), is authorized by law to use to better and more fairly address the constant challenge of funding the City's fire department, and is doing so in the context of the City's preparation for next year's overall budget. This proposed non-ad valorem assessment is for the purpose of funding, certainly not all but a significant portion of, the annual cost of continual readiness and availability of essential services and capital facilities and equipment associated with fire protection.

Self-help for our City. The City's budget and level of service face the ever-important challenge of attracting a qualified and dedicated labor pool to be available to serve 24/7 every day of the year; and making sure those professionals are properly equipped and placed strategically throughout our community. The City Commission has carefully considered and directed the development of a fair, proportionate and productive self-help fiscal alternative to implement use of a supplemental and annually repeating non-ad valorem fire service assessment on all privately-owned parcels in our City. The amount of annual fire service assessments will not cover the entire fire department budget and will vary proportionately based on the relative amount of improvements on each assessed parcel and also charges an equal base amount for all assessable tax parcels (even unimproved parcels). This fiscal approach allows the City to ask ALL assessable property owners to help proportionately fund less than 25% of our annual fire department budget and allows for, among other things, our general fund to better serve, and continue the City's excellent ISO (Insurance Services Office, a subsidiary of Verisk) rating, now and in the future. The City's superior ISO rating can be a major factor in annually keeping property insurance rates lower.

Maximum Rates and Indexing. By law, the City can use this notice to inform of maximum rates used for this non-ad valorem assessment. During initial imposition of the fire assessment the City also considered maximum rates for ensuing years. The City explained and shared how the maximum rates inform of the base and a cap for annual indexing to account for growth, inflation, the change in purchasing value of money, or similar purchasing or cost increase variables, and further informed that the maximum rates could be increased from year to year in an amount not to exceed the lesser of the average annual growth rate in Florida personal income over the previous 5 years, or similar successor index, or 2%, whichever is less. Annual Fire Service Assessment rate increases within the foregoing limits are deemed to be within the maximum rates authorized by law at the time of initial imposition of the non-ad valorem Fire Service Assessment. No additional mailed notice is required so long as the City does not annually increase these rates from year to year beyond that of this capped indexing feature. Any increases in rates beyond such indexed percentage authorization will require additional individual mailed notice to all affected property owners. This is the same general law index feature used by independent fire control districts in this State, but is even more limited, and has been similarly also validated before other circuit courts in Florida for use and reliance for funding future financings with the proceeds of the Fire Service Assessments as pledged revenues for capital equipment or improvements.

Accordingly, the rates of Fire Service Assessment for subsequent Fiscal Years beginning October 1, 2027, will be considered in the context of not exceeding lesser of (i) a 2% increase, or (ii) *the average annual growth rate in Florida personal income over the previous 5 years*, as determined using information from the Bureau of Economic Analysis, affiliated with the United States Department of Commerce, whichever of (i) or (ii) is less. This published notice is timely provided in the manner provided for by law.

Fire Service Assessment rates for FY 2026-27, and, how to learn more. Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. The resulting rate of assessment for each tax parcel is accordingly adjusted by a modest 2% and proposed to be the sum of (i) $0.57 per $1,000 of the value of improvements attributed to the tax parcel by the County property appraiser (Tier 1), plus (2) $107.10 per tax parcel (Tier 2). Added to the subtotal of these two tiers for each parcel will be (i) a charge ($7.50) to defray City notice, administrative and implementation costs associated with the annual assessment, (ii) statutory charges imposed by the tax collector/property appraiser (estimated as not to exceed approximately 2% each); plus (iii) adjustment (4%) to account for early-payment statutory discounts involved with the uniform method of collection on the same bill as for taxes. The total revenue the City expects to collect by the assessment, exclusive of the nominal amounts and adjustments described in (i), (ii) and (iii) above, is estimated to be $6,329,142.

The varying and proportional dollar amounts per tax parcel and other information concerning the proposed non-ad valorem assessment roll, individually attributable to each of thousands of tax parcels in the City, is also transparently and conveniently available online using your own computer or smart phone by going to www.kissimmee.gov or via a computer terminal upon inquiry at the offices of the City Clerk, at City Hall. This is an interactive search engine allowing inquiry by owner name, parcel location, or tax parcel identification number. Give it a try; and, please don't forget to learn more at the City's www.kissimmee.gov website.

Public Hearing. The City Commission will hold a public hearing to listen to comment from all property owners and any interested persons concerning the Fire Service Assessment. This published notice informs and shares when, where and how affected persons can easily become more informed and conveniently be heard in this essential funding and governance process for our City.

The City Commission has scheduled a public hearing at 6:00 p.m. on April 7, 2026, in City Hall, 101 Church Street, Kissimmee, Florida, 34741, to receive public comment on this notice and this proposed annual non-ad valorem assessment.

You have the right to appear at the hearing and may file written objections or comments with the City Commission within 20 days of this notice. You may send your written objections or comments by email to fireassessment@kissimmee.gov. All written comments and objections will be reviewed, given equal weight to those made at the hearing, and included in the record. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The purpose of an annual Fire Service Assessment is to more diversely fund certainly not all, but a significant portion of the annual City costs of availability for the constant level of service for fire protection, associated programs, support services, equipment, facilities, and capital. A fully funded fire department enables the City to maintain the best possible ISO rating which has a positive impact on insurance ratings for all properties in our community. The authority to undertake, impose, levy, and collect this funding rests in the City charter, general law, the Florida Constitution, and other applicable law and the City's approach has been determined valid and legally sufficient by Florida courts.

Use of a fair and reasoned method of sharing fire protection availability costs. The special assessment rates for each parcel of property is based on a sturdy benefits or burdens analysis associated with the constant readiness of fire protection made available all day every day to all tax parcels. The City uses the well-vetted 'simplified fire' two-tier rate structure method, which has obtained judicial approval in several counties statewide. The method looks at each parcel in two ways. Tier 1 is based on the relative improvements value associated with each tax parcel (no land value is generally used in this calculation) focused on variable and possibly some fixed costs. Tier 2 is a fixed equal rate per tax parcel focused more on fixed costs.

Uniform Collection Method. The assessments contemplated in this notice will be imposed by the City Commission, not Osceola County, and neither the local property appraiser nor the local tax collector. Any activity of the County property appraiser or tax collector associated with the statutory method of collection chosen by the City by law is to be construed solely as ministerial. Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2026. This statutory tax bill collection method is also sometimes is called the uniform method of collection. As a courtesy, please be reminded that until paid, the Fire Service Assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay your upcoming taxes and assessments will cause a tax certificate to be issued against the property which may result in loss of title. Thank you for your review of this notice.

Need Assistance? Any person requiring a special accommodation at this meeting due to disability or physical impairment and needs for an interpreter to participate in this proceeding should contact the City Clerk at 407-518-2309 at least 48 hours prior to the meeting. If hearing impaired, Florida Relay Service numbers for assistance are (800) 955-8771 (tdd) or (800) 955-8770 (voice).

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Project R250026.00

Honorable Mayor Jackie Espinosa and
City Commission, City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

DRAFT FOR REVIEW
Fire Service Assessment Update
Fiscal Year 2026-2027
City of Kissimmee, Florida

Dear Mayor, City Commission, and others:

As you are aware, the City of Kissimmee ("City") adopted a special assessment in early June 2025 to defray a significant portion of the annual operating and capital costs associated with the activities and operations of the Kissimmee Fire Department ("KFD"). This brief letter updates and reviews certain budgetary and operational items of the original analysis to assure the assessment regime remains consistent with the program and financial parameters established by the terms of that analysis and any adopted procedures, resolutions, or ordinances.

Introduction and Purpose

When the assessment program was adopted, it was understood the reasoning and the use of the simplified funding strategy and apportionment methodology (sometimes called "Simplified Fire") underlying the program would remain *unaltered* or *evergreen*. Likewise, it was also understood the amount of the actual assessment *might change* as City policies or practices, the annual budget, number of tax parcels created, altered, or may be available for development, and relative value attributed to each tax parcel might also change from year to year.

In brief, the methodology for calculating the assessment in Kissimmee stems from a series of considerations associated with the relative value of all improvements in the City, the number of tax parcels in the City subject to the assessment, and an allocation of the fire department budget reflecting two defined tiers of costs.

As described in the evidentiary letter report drafted by GAI Consultants dated May 14, 2025 the costs allocated to Tier 1 are those which are largely, but not exclusively, variable and indeterminate. The costs allocated to Tier 2 are largely recurring based on an expected staffing level necessary to maintain a certain standard of departmental readiness or preparedness. These latter costs are primarily labor costs and largely, but not altogether, fixed. The combination of both tiers in the adopted assessment program has logical and identified relationships to the benefits, burdens and costs of the affected tax parcels, creating a strong, rational, and proportionate funding vehicle corresponding with rational criteria which can be further linked to, or supplemented by, other legally available resources.

This annual update comments on relevant legislation or case law associated with assessments generally, summarizes findings associated with a review of the preliminary fire department budget for FY 2026-27, explores changes therein, and provides parameters associated with the upcoming assessment, assuring the methodology and procedures outlined in the original Simplified Fire analysis and previously implemented by the City are maintained.

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Special Assessments in General, Florida Law

Special assessments are a dedicated revenue source available to general purpose local governments to fund capital improvements or essential services. While discussion of the law governing special assessments included herein should not be construed as a legal opinion, there are legal guidelines to draw upon in laying out an assessment methodology which conforms to accepted principles and practices necessary to achieve legal validity. As established by Florida case law, two requirements exist for the imposition of a valid special assessment.

- The property assessed must derive a *special benefit* from the improvement or service provided; and
- The assessment must be *fairly and reasonably apportioned* among the properties receiving the special benefit.

Under both Florida's case law and certain statutory components, it is well settled that the benefit required for a valid special assessment may be measured or benchmarked against something other than simply an increase in real property market value. The concept of benefit also includes the relief of a burden or demand created by property as well as added use and enjoyment of the real property. The benefits then can be conceptual but they must be capable of being evaluated by some metric and being apportioned in some reasonable manner. It is not necessary that the benefits be direct or immediate, but they must be substantial, certain, and capable of being realized within a reasonable time.

The benefits must be distinguishable or different from those of non-assessed properties but they may coincidentally extend to non-assessed properties. Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which benefit to or relief of burden created by real property is identified and determined and the subsequent manner by which an assessment itself is *calculated* or *apportioned*. Though Florida law requires special assessments intended to fund improvements or services must be fairly and reasonably apportioned, the State's Supreme Court has held the method of apportionment is immaterial and may vary provided the amount of the assessment for each property *does not exceed the proportional benefits it receives compared to other properties.*

Overview of Simplified Fire Apportionment Method

That local governments are afforded great latitude under Florida law with respect to legislative determinations concerning special benefit and reasonable apportionment is well settled law. No single apportionment methodology has emerged as preferable in the governing case law for a given service or improvement. As long as the apportionment is reasonable and not arbitrary, the assessment is generally capable of withstanding legal challenge.

The failure to perform a factual and reasoned analysis specific to a set of circumstances in each community can expose another community to legal and political challenges based upon factual differences and/or well-intentioned, but unnecessary use of raw public data. Florida's local governments vary in their needs, composition, and policies. The well settled implication is local governments are free to select an apportionment methodology which provides competent and substantial means to share the benefits, burdens, and costs of the fire protection budget and represents the best fit in terms of cost, ease of implementation, and political acceptance not only with respect to affected landowners, *but also* in consideration of the staff required and resources involved with maintenance of the assessment program from year to year.

The parcel identification and classification system required by law to be maintained by the local property appraiser and tax collector will likely be sustained and updated over the years as properties within the City of Kissimmee develop and change. The use of such classification and statutorily required end product of each community's mass appraisal system and description of tax parcels is publicly prepared, stable, readily accessible, reasonably consistent and accurate, maintained without cost to the City and capable of being used from year to year without extraordinary consumption of resources better expended

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to address other fire protection related issues. Accordingly, the assessment approach employed by the City initially for the Fiscal Year beginning October 1, 2026 and contemplated herein relies upon such system as a stable, reasoned and standardized resource. Attempts by other methods to focus on demand characteristics, call data, or working data used by the Property Appraiser can serve to overlook or "miss the standard" of proportionality and create complexities and inequities that Simplified Fire simply avoids.

Factually, the key to these efforts is that the Simplified Fire or Simplified Approach is a lawful revenue exaction designed to be a special assessment and capable of being collected as a non-ad valorem assessment on the same annual bill as for property taxes in the context of Florida law, and has been structured to be *neither* an *invalid tax* nor a *utility rate charge* nor *fee.*

Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which benefit to, or relief of burden created by, real property is identified and determined and the subsequent manner by which an assessment itself is calculated or apportioned. To emphasize, Florida law requires that special assessments used to fund improvements or services must be fairly and reasonably apportioned. Again, the state's Supreme Court has held the method of apportionment is immaterial and *may vary provided the amount of the assessment for each property does not exceed the proportional benefits it receives compared to other properties.*

In Florida law, the lack of such proportionality may expose a special assessment to be nullified as an invalid tax. Should the specific *means* by which the costs or charges to be assessed are deemed arbitrary, then by extension *any* sharing of those assessed costs would undermine proportionality because the underlying premise itself is materially flawed. In this context, an arbitrary charge is one *not reasonably tied to* the cost of a specific essential service or incurred expense. Since 2015, Florida case law and circumstances have changed. These changes mitigate confusing a fee with a special assessment. The frequently used allocations of demand for random emergency calls, sometimes known as the demand-based method, illustrates such a problem. This problem is compounded where the imposition takes on the characteristics of a *fee.*[1] [2]

Stated somewhat differently, for informational purposes only, after three decades of cases and the evolving use of "utility fee" constructs including, or often applied to, "demand based" fire assessments, we see vulnerability and arbitrariness in such approaches [1] where one size fits all such that "dwelling units or rooftops" casually share budgets stemming from preparedness to deliver services but are instead tied to random emergency calls, [2] where utility rate making approaches or fees for services are used to apportion substantial segments of the annual budgets for overall readiness based ostensibly upon statistical analysis of random emergency calls of a prior period, and [3] the disparity which occurs, as between non-residential assessments and residential assessments, that would appear to shift to

[1] Fees for fire service are not authorized by the Legislature to be collected using Florida's uniform method of collection; and municipalities have learned fees for fire service extended by inclusion on a utility bill are highly questionable. Here is information presenting a recent example of a local government disaster that might have been avoided, or consequences substantially mitigated, with a better informed or a proactive alternative approach. See Murthy, Jennifer Hunt. "Ocala's fire fee strategies were flawed from inception to $80 million judgment: Eight years of closed-door deliberations between Ocala City Council members and their attorneys on this controversial episode are revealed." Ocala Gazette, Dec. 10, 2022, https://www.ocalagazette.com/ocalas-fire-fee-strategies-were-flawed-from-inception-to-80-million-judgment/ Accessed February 5, 2026. This is an example of a result of litigation where local government risk might have been avoided.

[2] Recently the City of Tallahassee's use of (1) utility bills for collection of its fire service "assessment" and "fees", and (2) the allocation of fire department costs by dwelling unit for all residential properties has been challenged in Leon County Circuit Court. The Complaint filed in November 2025, reasons that use of dwelling units as a means to apportion costs is disproportionate. Although use of "dwelling units" has been approved in *Desiderio Corporation, et al, v. City of Boynton Beach,* 39 So. 3d 487 (Fla. 4th DCA 2010) where a fire assessment was at issue. However, the opinion in *Desiderio* predated the public policy disaster in Ocala, and clarification that "fire fees" are disfavored. The use of dwelling units is typically employed by utility rate consultants (where the criteria under case law in Florida for a valid "fee" versus a valid "special assessment" are not identical) and may reveal Tallahassee's approach as "arbitrary" (e.g. why a $75,000 dwelling unit pays the *same* as a $750,000 dwelling unit) or disproportionate, or both. *See underlined text on page 2 of this letter.* It is too early to tell whether the complainants have the skill to identify and present the kind of evidence - "strong, direct, clear and positive proof"- required to establish that the apportionment methodology used by Tallahassee is arbitrary" *Desiderio,* at 499.

commercial property owners an unjust and disproportionate burden of underwriting the preparedness cost typical of fire departments in Florida.

A demand-based approach posits that incident calls are a proxy to allocate *all fire service services and expense* incurred, then *allocating all or part of a budget to a very selected set* of structures or properties. The allocation is not consistent with the call data itself since incident or call data ignore a large portion of the fire budget which focuses on readiness and availability. In economic and practical terms, incident calls are only a marginal cost beyond the normal budget in total. Further, the demand-based approach is also a look backwards, often unrelated to future budgetary planning. The various components of a demand based method rely upon a series of suspect relationships and calculations. These relationships then yield an allocation system which (even though special assessments currently still enjoy a lower "fairly debatable" deferential to government evidentiary standard under case law in Florida) are more akin to a utility rate making exercise, where "fees" are a different kind of exaction to be distinguished specifically from "special assessments" and therefore are becoming scrutinized as fundamentally less defensible. *See also* footnote 5 *infra*.[3]

To the particulars of this letter, the Simplified Fire approach is premised on "forward looking" criteria to be reflected in the upcoming annual budget. As well, concomitantly the Simplified Fire approach necessarily addresses all of the "forward looking" criteria used by the Insurance Services Office, Inc. ("ISO"), now VERISK, to rate fire departments within this state because it focuses on the *entirety* of the annual budget necessary to support constant availability and all other fire department costs.[4]

Finally, the City's use of its Simplified Fire strategy and method should not create friction with the local Property Appraiser because it only uses data for tax parcel identification and valuation purposes in a context that is not foreign to that for which it was prepared.

Budget Review

The budget contemplated for purposes of the planned assessment is *illustrative* based largely on the City's budget information for FY 2026-2027, available as of March 10, 2026, as well as budgetary data for FY 2025-2026.

It is rational to base an assessment upon this illustrative sum because the figures represent continuing budgetary experience and knowledge. However, these sums are being estimated early in calendar year 2026. It is a practical and administrative reality that the actual budget adopted and expended during the course of FY 2026-2027 will likely vary from the illustrative sum, just as it has from time to time in the past, as circumstances and legislative needs dictate.

[3] Four (4) recent circuit court cases reveal challenges to what appears to be a call or demand-based method with special assessment apportionment based upon historical emergency call information (possibly being copied, modified or replicated from elsewhere) and used by a local government for the first time for the fiscal year beginning October 1, 2024. All four cases were filed as the limitation to object to the special assessment was about to expire on August 22, 2024. These are not summary proceedings, but rather challenges in civil court that could go on for several years with appeal to the applicable District Court of Appeal and then to the Florida Supreme Court. See Case Nos. CA 20240404, CA 2024-405, CA 2024-406 and CA 2024-407, Fla. 5th Cir. Ct. (Sumter County). For example, if the antagonists were to effectively make a logical argument that using historical call response data to assign what are random emergency fire department calls to various types of property uses (commercial, industrial, residential, etc.) to determine and set annual special assessment rates (much like utility fees are set) to apportion a forward looking fire department budget – which is hardly (if at all) based substantially on the cost of the calls alone, but instead – on the entirety of the local government's annual fire department preparedness budget, the result could be exposure to the a court recognizing such a disparity *per se*. Accordingly, recognition of such a disparity presents the extraordinarily inconvenient prospect of a determination the entire fiscal year 2024-25 special assessment in Sumter County is facially arbitrary, and thus a legally invalid special assessment. Notwithstanding recent court system requirements for expediting civil cases, these cases apparently suffer from several judges recusing themselves.

[4] The national means to rate fire departments for insurance purposes also uses forward looking criteria, focusing on capacity and capability. The following website authoritatively confirms the predominant function of fire and rescue departments is to be prepared and ready, to have the resources in place to respond, and actively function to avoid emergency calls by demonstrating community education and other prevention-related readiness. It does nominally call for participation in record keeping but does not use record keeping to evaluate capacity or capability. See https://www.isomitigation.com/ppc/fsrs/items-considered-in-the-fsrs/ Accessed February 5, 2026.

In FY 2025-26 the total budget was almost $31,000,000 including all capital and transfers in or out. For planning purposes, the illustrative FY 2026-27 fire department budget reflects a similar allocation of cost and expenses totaling about $32,000,000. Total salaries and wages of almost $15,000,000, comprise about 46% of total overall expenditures in the illustrative budget. They represented about 45% of total expenditures in 2026. Overall, it is reasonable to conclude, especially given the emphasis on salary and wages in the total expenditures, that the composition of budgets for purposes of calculating the assessments are appropriately compared to the prior year.

The KFD does provide "transport" for affected parties. However, the major concern for assessment purposes is the provision of advanced life support ("ALS") during that transport activity and the distinction between ALS and basic life support ("BLS") where applied or experienced. In most instances, only *first response medical aid routinely delivered by firefighters* can be funded through special assessments. Indeed, some staff are certified to provide ALS and are compensated beyond the averages of the department. The various sums related to those above average wages are expected to increase modestly over the prior year.

In the interest of maintaining a highly conservative position, we have adjusted the illustrative budget, eliminating some compensation and related costs for those staff with additional certifications as well as some expenses associated with training which might otherwise be eligible for assessment. This brings the assessable budget to about $29.7 million which is a modest adjustment to the total budget.

The foregoing analysis comports with *City of North Lauderdale v. SMM Properties, Inc*, 825 So.2d 343 (Fla. 2002). However, since 2013, the Florida legislature has expressly recognized in general law that emergency medical services and emergency medical transport benefit real property. *See* s. 191.009(2)(b)2., Florida Statutes. Regardless, the parsing of ALS and BLS in determining eligible costs to be assessed is done to avoid debate on the substantive consideration of the larger analysis, anticipating such related costs would be absorbed by legally available funds other than from special assessments [5]

Guidelines For Current Assessments

It is well-settled in Florida case law that local governments, should they impose an assessment, are not required to fully fund that service or improvement through the special assessment itself. The local government may determine, entirely in its own discretion, to fund some portion of the overall cost with general funds or other legally available revenues.

An example of other revenues would be impact fees charged to some new developments that may require the fire department to expend additional resources. To be clear, a local government may not impose an assessment for the same portion of capital items purchased with impact fees. These requirements have been discussed with City staff with a full understanding that assessments *cannot* be commingled with impact fees nor be used to pay for those items that would otherwise be paid for or pledged to capital items targeted by impact fees. The expenses and revenue that may be associated with impact fees are assumed not to affect this illustrative budget and to be accounted for appropriately in any case by the City as described.

[5] *See* 163.31801, Florida statutes, known as the Florida Impact Fee Act, which was modified in 2009 to eliminate the "deferential [evidentiary] standard for benefit of government." Concerning fire service and stormwater special assessments, Simplified Fire or the Simplified Approach was developed to satisfy not only the lesser "fairly debatable" standard applied to special assessments, but also the higher "preponderance of the evidence" standard requiring competent, substantial evidence. Given likely increasing reliance on special assessments in place of property tax revenues, heightened scrutiny from the Legislature should similarly be expected. In Florida, roughly 175 communities imposed annual fire service non ad-valorem assessments last Summer, many using demand based methodologies like that previously repealed by the City of Kissimmee. The weakness in the logic of miming a water or electric utility rate or fee regime as the means of apportioning *special assessments* requires more attention to avoid being *arbitrary, disproportionate,* or *precluded* by general law *from collection using the uniform method of collection.* The Simplified Approach avoids these issues and aligns with higher evidentiary expectations and insurance driven rating criteria used by Florida community fire service evaluators such as ISO.

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Based on the *adjusted* illustrative budget estimated at $29.7 million of assessable costs or expenditures, the tables below summarize the percentage allocation between the two tiers that will generally be sustained by the City concerning the actual sum of the assessment anticipated to be adopted for the coming fiscal year.

Table 1

Approximate Assessable Fire Department Budget Funding Source [6,7]

	Assessment	General Fund	Total
Distribution	21.2%	78.7%	100%
Dollar	$6,329,142	23,464,090	$29,793,232 [8]

Table 2

Approximate Tier Allocation

	Tier 1	Tier 2	Total
Distribution	58.7%	41.3%	100%
Dollar	$3,713,546	$2,615,596	$6,329,142

It is recognized, in the course of the actual budget process, the indicated illustrative sums may change or be modified. Insubstantial modifications to the budget used will not materially affect this analysis. Because of statutory notice requirements involved with the imposition of non-ad valorem assessments, a substantial increase in the budget used will also not have a material effect on this analysis because any increases must be funded with other legally available funds.

As the City's annual budget is determined, adjusted, adopted, or as subsequently amended, the assessed cost associated with the fire non-ad valorem assessment is anticipated to be funded or paid for with assessment revenue as collections occur. In the event all such revenue collected is not expended, it should be segregated, carried forward and budgeted to fund the purposes of the assessment in a subsequent year. Finally, the nominal amount to be funded by the assessment leaves a substantial margin to rebut claims that any inappropriate budgetary items were improperly included.

[6] Any costs that might be associated with advanced life support-related emergency medical services (ALS) should and are expected to be paid for from the general fund.

[7] Subject to final City budget adoption.

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Connection with Prior Work

This current memorandum and the appended information incorporate by reference GAI's and Ennead's prior Executive Summary work accepted and placed in the record before the City Commission at its public hearings on June 3, 2025.

Consistent with that record, the content of this memorandum provides a reasoned review and analysis of information, facts and circumstances associated only with the City of Kissimmee. This information presents intellectual property made available for the exclusive use of the City, is copyrighted, and reproduction or use for any other purpose is prohibited.

Sincerely,

GAI Consultants, Inc.



Owen M Beitsch, PhD, FAICP, CRE

Senior Director

OMB/jh

cc: Mike Steigerwald, City Manager; Jim Walls, Fire Chief; Tavia Ritchie, Finance Director; Kalanit Oded, Deputy City Attorney; Mark G. Lawson P.A., Special Counsel; Ennead LLC, and DTA as approved consultants

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APPENDIX A

Table A 1: Tier Allocation Reflecting FY 2027 Budget [8]

Example: FY 2026-2027 rates generating gross revenue of $6,509,585 and net assessment revenue of $6,329,142.		
Net amount recovered via Tier 1 of the assessment (relative value of improvements):	$	3,713,546
Net amount recovered via Tier 2 of the assessment (readiness to serve per parcel):	$	2,615,596
Total amount recovered from Tier 1 & Tier 2 & Admin/Collection Cost:	**$**	**6,329,142**
Proposed Rates:		
$0.57 per $1,000 in Relative Value of Improvements		
$107.10 per Parcel		
"Vacant (Unimproved)" with Improvement value = $0		
Tier 1 assessment (relative value of improvements) =	$	0
Tier 2 assessment (per parcel) =	$	107.10
Base annual assessment =	**$**	**107.10**
"Average" SFR improvement value = $246,678		
Tier 1 assessment (relative value of improvements) =	$	140.61
Tier 2 assessment (per parcel) =	$	107.10
Base annual assessment =	**$**	**247.71**
Improvement value = $500,000		
Tier 1 assessment (relative value of improvements) =	$	285.00
Tier 2 assessment (per parcel)=	$	107.10
Base annual assessment =	**$**	**392.10**
Typical Fast-food Restaurant with Improvement value = $1,403,800		
Tier 1 assessment (relative value of improvements) =	$	800.17
Tier 2 assessment (per parcel)=	$	107.10
Base annual assessment =	**$**	**907.27**
Major Retail Chain with Improvement value = $6,975,200		
Tier 1 assessment (relative value of improvements) =	$	3,975.86
Tier 2 assessment (per parcel)=	$	107.10
Base annual assessment =	**$**	**4,082.96**
Improvement value (All Governmentally coded) = $258,694,900		
Tier 1 assessment (relative value of improvements) =	$	147,456.09
Tier 2 assessment (308 parcels) =	$	32,986.80
Base annual assessment =	**$**	**180,442.89**
Improvement value (All Institutionally coded) = $116,978,400		
Tier 1 assessment (relative value of improvements) =	$	66,677.69
Tier 2 assessment (132 parcels) =	$	14,137.20
Base annual assessment =	**$**	**80,814.89**

Data prepared by Ennead LLC

[8]Governmentally-owned property cannot be subject to special assessments. The "cost" of exempting governmentally-coded parcels at the proposed rates shown is approximately $180,443. Institutionally-coded parcels may be exempted by policy. The "cost" of exempting such parcels at the proposed rates shown is approximately $80,815. Net revenue, exempting only governmentally owned parcels, is approximately $6,329,142.

DRAFT

APPENDIX B

Table B1: Illustrative Budget Reflecting FY 2026 - FY 2027 Expenditures

Illustrative Budget Notes(s)
City of Kissimmee Fire Department
Potentially Assessable costs for FY 2026-FY 2027

	Full Fiscal Year 2027 Budget	Assessable in Fiscal Year 2027 Budget	Percentage(s) or Shares of KFD Operations and Capital Assignable or Assessable to Tier 1	Budgeted or Estimated Requirements	Percentage(s) or Shares of KFD Operations and Capital Assignable or Assessable to Tier 2	Budgeted or Estimated Requirements
Labor and Personnel						
Regular Salaries	$ 14,720,413	$ 13,848,913	0.0%	$ -	100.0%	$ 13,848,913
Overtime	$ 1,812,368	$ 1,812,368	100.0%	$ 1,812,368	0.0%	$ -
Special pay	$ 1,585,852	$ 1,585,852	100.0%	$ 1,585,852	0.0%	$ -
Payroll [FICA] Taxes	$ 1,214,317	$ 1,142,672	25.0%	$ 285,668	75.0%	$ 857,004
Retirement Contributions	$ 4,486,171	$ 4,221,487	25.0%	$ 1,055,372	75.0%	$ 3,166,115
Life and Heath Insurance	$ 2,400,719	$ 2,259,077	25.0%	$ 564,769	75.0%	$ 1,694,307
workers Compensation	$ 463,408	$ 436,067	25.0%	$ 109,017	75.0%	$ 327,050
Subtotal	**$ 26,683,248**	**$ 25,306,436**		**$ 5,413,046**		**$ 19,893,390**
Operations and Support						
Professional Services	$ 296,130	$ 296,130	0.0%	$ -	100.0%	$ 296,130
Other Contract Services	$ 1,084,359	$ -	0.0%	$ -	100.0%	$ -
Travel And Per Diem	$ 3,014	$ 3,014	100.0%	$ 3,014	0.0%	$ -
Liability Claims	$ -	$ -	100.0%	$ -	0.0%	$ -
Communication Services	$ 30,177	$ 30,177	100.0%	$ 30,177	0.0%	$ -
Postage	$ 3,045	$ 3,045	100.0%	$ 3,045	0.0%	$ -
General Insurance	$ 578,896	$ 578,896	0.0%	$ -	100.0%	$ 578,896
Building & Grounds	$ -	$ -	100.0%	$ -	0.0%	$ -
Other Equipment Maintenance	$ 159,968	$ 159,968	100.0%	$ 159,968	0.0%	$ -
Vehicle Maintenance	$ 520,706	$ 520,706	100.0%	$ 520,706	0.0%	$ -
Printing	$ 15,750	$ 15,750	100.0%	$ 15,750	0.0%	$ -
Recruitment	$ -	$ -	100.0%	$ -	0.0%	$ -
Office Supplies	$ 15,225	$ 15,225	100.0%	$ 15,225	0.0%	$ -
Operating Supplies	$ 437,850	$ 437,850	100.0%	$ 437,850	0.0%	$ -
Cleaning Supplies	$ 23,494	$ 23,494	100.0%	$ 23,494	0.0%	$ -
Chemical Supplies	$ 37,590	$ 37,590	100.0%	$ 37,590	0.0%	$ -
Tools, Equipment & Furniture	$ 275,000	$ 275,000	100.0%	$ 275,000	0.0%	$ -
Technology Equipment	$ 106,260	$ 106,260	100.0%	$ 106,260	0.0%	$ -
Uniforms	$ 600,000	$ 600,000	100.0%	$ 600,000	0.0%	$ -
Fuel	$ 194,250	$ 194,250	100.0%	$ 194,250	0.0%	$ -
Special Function	$ 14,726	$ 14,726	100.0%	$ 14,726	0.0%	$ -
Books & Publications	$ 12,600	$ 12,600	100.0%	$ 12,600	0.0%	$ -
Dues, Subscript, Memberships	$ 19,869	$ 19,869	100.0%	$ 19,869	0.0%	$ -
Subscription-Based Software	$ 197,078	$ 197,078	100.0%	$ 197,078	**0.0%**	$ -
Training	$ 185,750	$ 104,020	50.0%	$ 52,010	50.0%	$ 52,010
Subtotal	**$ 4,811,736**	**3,645,646**		**$ 2,718,610**		**$927,036**
Labor and Operations	**31,494,983**	28,952,082		**$ 8,131,656**	3.0%	$ 20,820,426
Capital outlays						
Infrastructure	57,800	57,800	100.0%	$ 57,800	0.0%	$ -
Equipment	673,350	673,350	100.0%	$ 673,350	0.0%	**$** -
Vehsicles	110,000	110,000	100.0%	$ 110,000	0.0%	**$** -
Subtotal	**841,150**	**841,150**		**$ 841,150**		**$** -
TOTAL	**32,336,133**	**29,793,232**	30.1%	$ 8,972,806	69.9%	**$ 20,820,426**

These are gross expenditures only and do not considerresrevs, carry overs, potential receipts, grants, transfers, or other revenue that may become available.

ITEM 7.A
Approval of City Commission Minutes from the March 17, 2026 Meeting

Request

Approval of the March 17, 2026, commission meeting minutes.

Explanation

Minutes of the commission meeting held on March 17, 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 MAR 17 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 17, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Janette Martinez
Staff Present: City Manager Mike Steigerwald, Interim City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Members Absent: Commissioner Carlos Alvarez

Mayor Espinosa called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation — Irish American Heritage Month

Presentation of the Irish American Heritage Month Proclamation to Greg Sean Canning, National Deputy Secretary and Florida State Secretary of the Florida Ancient Order of Hibernians.

City Manager Steigerwald read a proclamation honoring Irish American Heritage Month, as the Mayor and Commissioners presented it. Recipient Greg Sean Canning read a script on Irish heritage and history and thanked the City for its support.

3.B Proclamation — 50th Anniversary of Lighthouse Central Florida

Proclamation presentation to Kaleb Stunkard, President of Lighthouse of Central Florida, in recognition of their 50th Anniversary.

City Manager Steigerwald read a proclamation in honor of the Lighthouse of Central Florida's 50th anniversary as the Mayor and Commissioners presented the proclamation. Recipient Kaleb Stunkard thanked the City for its support.

3.C Proclamation — Women's History Month

Presentation of the Women's History Month Proclamation to the artists of the art exhibit at City Hall.

City Manager Steigerwald read a proclamation honoring Women's History Month as the Mayor and Commissioners presented it. Artists from the City Hall art exhibit; Yeny Rojas, Madison Wilkins, Jesenia Alvarez, Grace Kline, Joan Robinson, and Amalia Monroe thanked the City for their support.

3.D Proclamation — Vietnam Veterans Day Proclamation

Proclamation presentation to Bill Johnson, American Legion Post 10, recognizing National Vietnam War Veterans Day.

City Manager Steigerwald read a proclamation in honor of Vietnam War Veterans Day, as the Mayor and Commissioners presented it. Recipient Bill Johnson thanked the City for its support.

3.E Service Awards for January, February, and March 2026

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

City Manager Steigerwald acknowledged employees who've reached service milestones of five, ten, fifteen, twenty, twenty-five, and thirty years, and presented awards to those who were in attendance.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

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

Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit A") were submitted, and residents provided their comments. Speakers discussed social services for adults over 18 with a focus on mental health, motorcycle safety and helmet requirements. Concerns were raised about division within the commission and the need for unity, along with allegations of retaliation and social media harassment.

Kissimmee resident, Alex Alemi, presented a sworn official complaint against the mayor, alleging ethics violations under Chapter 30, Article II of the City's Code (Exhibit "B"), while another speaker addressed concerns regarding abuse of power and grant funding (Exhibit "C"). Speaker Jeremy Fetzer called for the impeachment and censure of Commissioner Martinez, citing conflicts of interest, failure to disclose financial interests, and procedural issues related to a conditional use permit. The final speaker opposed current food truck regulations, stating they are less restrictive than those for brick-and-mortar establishments.

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

Mayor Espinosa requested item 7.L. be removed and heard at a future date pending contract review. Commissioner Eady made a motion to approve the Consent Agenda minus item 7.L. Mayor Espinosa seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the March 3, 2026 Meeting

Approval of the March 3, 2026, commission meeting minutes.

7.B Memorandum of Understanding between City of Kissimmee and the International Association of Firefighters, Local 4208

Request approval of the Memorandum of Understanding between the City of Kissimmee and the International Association of Firefighters (IAFF), Local 4208 (Contract #20240422).

7.C Agreement with Lyle Sumek and Associates for Strategic Planning Services

Approval of an Agreement with Lyle Sumek and Associates to continue providing support and implementation services related to the City's strategic planning process (Contract # 20260174).

7.D Interlocal Agreement with the School District of Osceola County, FL for the Acceptance of Real Property and Granting of a Non-Exclusive Perpetual Access Easement Related to Mark E. Durbin Community Center & Park and Fire Station #5

Approval of an Interlocal Agreement for the transfer of Real Property to the City that will support infrastructure needs to construct the Mark E. Durbin Community Center and Fire

Station #5 in exchange for granting the District a non-exclusive perpetual access easement (Contract #20260175).

7.E Urban and Community Forestry Natural Disaster and Recovery Supplement Grant Application

Request approval to apply for the Urban and Community Forestry Natural Disaster and Recovery Supplement Grant in the amount of $75,000 (Grant #UCFNDR), and for the City Manager to sign any documents related to the application and award process.

7.F Accept Sponsorship from Pineapple Healthcare

Request approval to accept a $10,000 sponsorship from Pineapple Healthcare for the PrideFest Kissimmee event and to execute the agreement (Contract #20260173).

7.G Amendment to CDBG-MIT Agreement for Woodside Drainage Improvements

Request approval to execute Amendment No. 2 to the Community Development Block Grant – Mitigation (CDBG-MIT) Subrecipient Agreement IR030 (Grant #CDBGMIT) between the Florida Department of Commerce and the City for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project.

7.H Amendment to Purchase Agreement for 1021 W. Oak Street

Approval of an updated offer of $1,200,000 for the sale of 1021 W. Oak Street to Alemer Group.

7.I Civil Design Amendment for Lakeside Fire Station and Durbin Park Community Center

Request approval for a Consultant Service Authorization (CSA) (Contract # 20260176) with Franklin Design, KPM-KMF Joint Venture (Franklin Design), for additional civil engineering and design services to support the Lakeside Fire Station and Durbin Park Community Center Project, totaling $75,580, along with authorization for the City Manager or designee to execute any necessary documents or change orders related to this contract.

7.J Disposal of City Assets

Request approval to dispose of the asset items detailed in the attached report.

7.K Contract Extensions for Roofing Installation and Repair Contractor Services

Request approval to execute the second and final renewal of the continuing services contracts for Roofing Installation and Repair Contractor Services with the following contractors: Advanced Roofing, Inc. (Contract #20230046) and Atlas Apex Roof LLC (Contract #20230168), extending the contracts for an additional one-year term beginning March 1, 2026.

7.L City Attorney Employment Contract

Approval of the employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

Item was removed from consent and will be heard at a future meeting.

8. DISCUSSION ITEMS

8.A Resolution Amending the Candidate Qualification Procedures for City Elections

Approval of a resolution outlining the candidate qualification procedures and amending proof of residency documentation to be accepted for city elections.

City Clerk Crespo reviewed the resolution and explained the updates that would strengthen the city qualification process for elections. Mayor Espinosa opened the floor for public comment. A comment card ("Exhibit D") was submitted, and that individual spoke in support of the item.

Commissioner Martinez made a motion to adopt Resolution # 06-2026. Commissioner

Eady seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Cowtown Festival; the City's 143rd Birthday. Notice was provided to the Commissioners that he would be out of office Thursday and Friday.

9.B CITY ATTORNEY

Interim City Attorney Oded informed the commission she is actively reviewing legislative bills that could potentially impact local governments.

9.C CITY COMMISSION

Before proceeding with City Commission updates, Mayor Espinosa invited State Representative and former Kissimmee Mayor, Jose Alvarez to speak. Representative Alvarez requested the city consider renaming Ruby Plaza in honor of Guillermo “Bill” Hansen, highlighting his contributions to the city and community, and suggested planting a tree in his honor. Deputy City Manager Blake noted that renaming the facility would require a public hearing and, if pursued, would return to the commission for formal consideration and approval.

Mayor Espinosa made a motion to move forward with the renaming of Ruby Plaza in honor of Guillermo Bill Hansen. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

Commissioner Martinez and Ortiz offered congratulations to women for Women’s History Month. Commissioner Martinez additionally referenced evidence she had collected detailing false claims, addressed trips and expenses, and discussed recent complaints that had been filed against her. Commissioner Eady inquired about the Lancaster Ranch project process; it was explained that proposals could proceed through an unsolicited proposal process or an RFP. If approved, the RFP will return for commission review and approval.

Commissioner Eady made a motion to pursue the Request for Proposal process for the Lancaster Ranch Field House Project. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

Mayor Espinosa expressed optimism regarding the unveiling of the sign for the future Azure Hotel and Convention Center, the start of demolition at the K-Mart site, and updates on the Mayor’s Table initiative.

10. ADJOURNMENT

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

Motion carried 4 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:16 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "A"

DATE: 3 17 26

AGENDA ITEM #: Hear the Audience

NON-AGENDA ITEM: _____

NAME: Richard Herr

ADDRESS: 1000 Mann ST **CITY:** Kiss **STATE:** FL **ZIP:** 3474

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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

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

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 3.17.26

Hear the Audience

AGENDA ITEM #: _____

NON-AGENDA ITEM: Accident

NAME: Jaelis Alma

ADDRESS: 110 Hollyhock **CITY:** Kissim **STATE:** FL **ZIP:** 3476

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Hear the Audience

DATE: 3/17/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: Accidents

NAME: Scott Miranda

ADDRESS: 123 Pennsylvania Ave CITY: Winter Garden STATE: FL ZIP: 34787

CHECK ALL THAT APPLY:

- [x] 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: 3/17/26

AGENDA ITEM #: N/A - Hear the audi

NON-AGENDA ITEM: Food TRUCKS

NAME: Stella Siracusa

ADDRESS: 596 E. Osceola CITY: Kiss STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 03/17/26

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

Hear the audience.

NAME: Jordan Rivera

ADDRESS: 1912 E West St CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] 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: 3/17/2026

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 300 CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] 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: 03-17-26

AGENDA ITEM #: 6 Hear Audience

NON-AGENDA ITEM: _____

NAME: Alex Alemi

ADDRESS: 424 Lakeshore Blvd **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] 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: 3/17/26

Hear the Audience

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: Sunny St. **CITY:** Kissimmee **STATE:** FL. **ZIP:** 3474/

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Hear the Audience

DATE: 3/17/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Nina Hill

ADDRESS: 2980 Johnson St CITY: Kiss STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
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- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
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THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Hear the Audience

DATE: 3/17/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 3474(

CHECK ALL THAT APPLY:

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
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SUMMARY

Sworn Ethics Complaint Against Mayor Jackie Espinosa
Filed Under the Code of Ethics, Chapter 30, Article II of the Code of Ordinances

What this is. A sworn written ethics complaint under Section 30-25 of the Kissimmee Code of Ordinances, filed with the City Clerk and presented to the City Manager, Acting City Attorney and City Commission.

What is alleged. The complaint (28-page complaint, 109 pages with exhibits) documents the following violations of Chapter 30, Article II (Code of Ethics) of the Kissimmee Code of Ordinances:

- **Section 30-20(a)** (p. 13): Selective enforcement of decorum rules. At the January 6, 2026 meeting, a speaker critical of the Mayor was silenced for mentioning the Mayor by name; a speaker praising the Mayor addressed her directly and was not interrupted. This is viewpoint discrimination.
- **Section 30-21(c)** (p. 15): Exceeding authority and breaching the law. The Mayor individually directed city employees outside public meetings in violation of Charter Section 9 (a misdemeanor and grounds for removal). The Mayor also denied the public any opportunity to comment on the City Attorney's termination, in violation of F.S. 286.0114.
- **Section 30-21(d)** (p. 16): Retaliatory termination. The City Attorney warned the Mayor on December 5, 2025 that BOOST 2.0 grants to her family businesses constituted a prohibited conflict of interest. Sixty days later, the City Attorney was terminated in an unagended motion. The complaint documents the timeline, the reversal in the Mayor's public statements, the pretextual justification assembled after the decision, and the procedural maneuvers to avoid public scrutiny.
- **Section 30-22(c)** (p. 20): Special treatment for self and associates. Code enforcement suppressed at the Mayor's property by directive, personal business permits processed through direct contact with the regulating department head, grant advocacy on behalf of an associate, and repeated intervention on behalf of political associates.
- **Section 30-23(a)** (p. 21): Conflict of interest. The Mayor spearheaded, funded, expanded, and loosened oversight on the BOOST 2.0 grant program. Then, her family applied for and received $50,000 in grants. Her tenants received additional grants from the same program. The complaint identifies direct financial interest (Mayor's own businesses), indirect financial interest (grants to tenants who pay her rent), and personal interest (grants to campaign donors and political associates).
- **Section 30-23(b)(5)(b)** (p. 25): Failure to disclose financial interest before voting on BOOST 2.0 funding across multiple commission meetings.
- **Section 30-24** (p. 25): Failure to follow the City Attorney's advisory opinion warning of a prohibited conflict, as required by the Code.

What happens next. Section 30-25(2) requires the remaining commissioners to request the chief circuit judge of the Ninth Judicial Circuit to appoint a special prosecutor. "Shall" is mandatory. The special prosecutor shall investigate within 30 days of appointment. They shall either file articles of impeachment or a nolle prosequi (a formal decision not to prosecute). If they file articles of impeachment, the remaining commissioners shall preside over the trial.

Digital copy. Available at `https://media.kissimmee.fyi/espinosa-ethics-2026.pdf`

SWORN COMPLAINT

AGAINST MAYOR JACKIE ESPINOSA

Alleging Violations of Chapter 30, Article II — Code of Ethics

Filed with the Office of the City Clerk
City of Kissimmee, Florida

I – Introduction and Purpose

Public office is a trust. The people of Kissimmee elect commissioners to serve the city, not themselves: to make decisions openly, to steward public resources honestly, and to submit to the same laws they ask their neighbors to follow. When that trust is honored, democratic government works. When it is broken, the damage extends beyond any single transaction: it erodes the confidence that makes self-government possible.

The City of Kissimmee Code of Ethics begins with a declaration of what democratic government requires: that officials be "independent, impartial, and responsible to the people," that decisions be made "in the proper channels of the governmental structure," and that "public office not be used for personal gain." These are not abstract aspirations. They are the standards every person who holds public office in this city has agreed to uphold.

A sworn ethics complaint against a sitting mayor is a serious act. But Section 30-25 exists for moments when the conduct of a public official has departed so far from the standards of the office that ordinary political accountability is not enough, and the formal mechanisms of the code must be used. I believe that the evidence presented here demonstrates that we are in such a moment.

I, Alexander Alemi, a resident of the City of Kissimmee, Florida, hereby file this sworn written complaint under Section 30-25 of the Kissimmee Code of Ordinances against Mayor Jackie Espinosa (Eva Jacquelyn Espinosa), alleging violations of the Code of Ethics established by Chapter 30, Article II of the Kissimmee Code of Ordinances. Specifically, I allege she violated: Sections 30-20(a) by failing to carry out the First Amendment impartially, 30-21(c) by exceeding her authority and breaching the law, 30-21(d) by engaging in retaliation, 30-22(c) by granting herself and associates special treatment, 30-23(a) by self-dealing and acting in her official duties despite having prohibited direct and indirect financial and personal interests, 30-23(b)(5)(b) by failing to disclose those interests, and 30-24 by disregarding legal guidance from the City Attorney. Any one of these would be grounds to file a complaint on its own.

This complaint is filed pursuant to Section 30-25(1), which provides that a complaint against a city commissioner "must be in writing under oath filed with the city clerk and presented to the entire city commission for their action." Upon proper filing, Section 30-25(2) requires that the remaining commissioners "shall request the chief circuit judge of the Ninth Judicial Circuit to appoint a special prosecutor." The appointment of a special prosecutor is not discretionary.

Factual statements in this complaint are based on documentary evidence obtained through public records requests, publicly available government filings, commission meeting recordings and transcripts, and published news reporting that I have personally reviewed.

II – Statement of Facts

The City of Kissimmee Code of Ethics (Chapter 30, Article II of the Code of Ordinances) governs the conduct of city officials (Exhibit A). The provisions at issue are:

- **Section 30-20(a)**: Officials are bound to carry out the laws impartially.
- **Section 30-21(c)**: Officials shall not exceed their authority or breach the law.
- **Section 30-21(d)**: No public official shall take retaliatory action against any person who discloses improper use of governmental funds or abuse of duty.
- **Section 30-22(c)**: No official shall grant special consideration beyond that available to every other citizen.
- **Section 30-23**: No commissioner shall have a financial interest incompatible with official duties, and must disclose financial interests in legislation.
- **Section 30-24**: A commissioner with doubt about an ethics provision shall seek and be guided by the City Attorney's advisory opinion.

Also at issue is City Charter, Article II, Chapter 3, Section 9 (Exhibit A.2), which prohibits individual commissioners from directing city employees or interfering with the City Manager's authority. Violation is a misdemeanor and grounds for removal.

The conduct alleged also implicates the Florida Code of Ethics (F.S. §112.311–326), including prohibitions on conflicting contractual relationships (§112.313(7)(a)) and misuse of public position (§112.313(6)). The City Attorney's December 5, 2025 ethics warning cited three advisory opinions of the Florida Commission on Ethics (Exhibit B) applying these provisions to the Mayor's conduct. F.S. §286.0114 (Exhibit A.4) requires that the public be given a reasonable opportunity to be heard on propositions before a board or commission.

A. The BOOST 2.0 Grant Program and the Mayor's Family

According to the minutes of the December 3, 2024 commission meeting, the City of Kissimmee received an allocation of $18,069,843 in Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA). The remaining balance of $4,366,730.46 was required to be expended by December 31, 2026. City staff proposed allocating the remaining funds to stormwater infrastructure and the Lakeside Community Center.

Over the ensuing nine months, at the Mayor's initiative, the commission redirected $1,000,000 from the Lakeside Community Center to a new BOOST 2.0 small business grant program. The program awards grants of $5,000 to $20,000 to qualifying businesses, requiring applicants to demonstrate economic hardship between March 2020 and December 2024, to have been established before March 11, 2021, and to hold an active Kissimmee Business Tax Receipt. The commission acted on this program across five meetings:

1) **December 3, 2024 (Item 7.H):** The Mayor's second meeting. The City Manager introduced the item by noting that "a question was raised about whether we could consider" redirecting ARPA funds from stormwater to "a similar type of a business, small business grant program." Staff presented their own recommendation allocating the funds primarily to stormwater and the Lakeside Community Center, with $200,000 for business grants. The Mayor stated: "I'd like to see the business boost program increase a little bit more." Commissioner Martinez moved to approve the staff-proposed projects. The motion died for lack of a second. The item was tabled.
2) **December 17, 2024 (Item 8.F):** The Mayor made the motion to reallocate $1,000,000 from the Lakeside Community Center to BOOST 2.0, an $800,000 increase over what staff had proposed. The City Manager introduced the item as "a result of the request from the Mayor." The discussion lasted approximately three minutes with no public comment and Commissioner Martinez absent. Second by Alvarez. Motion carried.
3) **April 15, 2025 (Item 8.A):** The commission approved the BOOST 2.0 framework: $500,000 for grants, $325,000 for UPSKILL workforce training, $50,000 for business development, and $125,000 for marketing. The meeting recording contains no discussion of conflict-of-interest safeguards. Approximately three minutes of deliberation.
4) **July 1, 2025 (Item 7.J):** Program areas and partners approved on consent. The entire ten-item consent agenda was dispatched in approximately sixteen seconds.
5) **September 3, 2025 (Item 7.B):** The Mayor pulled the item from consent and moved to reallocate $375,000 to the grant pool, eliminating $325,000

from UPSKILL and $50,000 from GrowthWheel, increasing the grant pool from $500,000 to $875,000. The $125,000 marketing allocation was retained. Commissioner Alvarez was absent. No formal vote was taken; the reallocation was approved by informal "consensus" (head nods). At this meeting, the Mayor stated on the record: "I was a recipient of funds from my businesses back when the COVID initially started." She also stated: "I have about 17 tenants personally" and described conducting "personal outreach to local business owners" about the program. The application portal opened fourteen days later.

Total commission deliberation on a $1,000,000 program across five meetings: approximately nine minutes. By December 17, 2025, total BOOST 2.0 allocations had reached $918,000.

On September 10, 2025, the Mayor approved a press release (Exhibit I.20) promoting the program and was quoted: "Through Business Boost 2.0, we are giving local business owners the resources they need to remain viable, retain jobs, and continue serving our community."

120 Broadway Avenue is owned personally by Jorge E. and Eva J. Espinosa per Osceola County Property Appraiser records (Exhibit G, Parcel 22-25-29-2170-0019-0010, Tax District 200).

On September 17, 2025, three grant applications (Exhibit D) were submitted for businesses owned by the Espinosa family. All three were submitted through the portal using a single account, info@kissimmeediner.com:

1) **Adanse LLC:** $20,000 grant (Case 31059). Located at 17-19 Broadway, an Espinosa Family Trust property. Eva Jacquelyn Espinosa is listed as 100% owner. The application lists info@jackieespinosa.com, the Mayor's personal email, as the applicant contact. SunBiz filing L20000074454 confirms Eva as Manager.
2) **Kissimmee Diner Inc. dba Matador Tacos & Tapas:** $15,000 grant (Case 31054). Located at Suite 103, 120 Broadway. Jorge Espinosa is listed as 100% owner. The Mayor disclosed this entity on her 2024 Form 1 financial disclosure (Exhibit F), listing herself as Vice President with more than 5% ownership.
3) **The Real Estate Gallery LLC:** $15,000 grant (Case 31081). Located at Suite 201, 120 Broadway. Jorge Espinosa is the manager per SunBiz (L13000145620). This entity was **not disclosed** on the Mayor's 2024 Form 1 financial disclosure.

All three applications were notarized by Cecilia Gonzalez on October 27, 2025. All three were approved on November 4, 2025. The three grants total $50,000, representing 19.6% of the $255,000 in first-batch awards.

Adanse LLC operates from 17-19 Broadway, which is owned by the Espinosa Family Trust (Exhibit G). The trustees of the Trust are Jorge and Eva Espinosa. The tenant on the lease is listed as "Adanse LLC AND Jailene Espinosa AND Eva Jacquelyn Espinosa." The lease provides for rent of $3,000 per month with a $0.00 security deposit. The $20,000 grant was paid to Adanse LLC, which pays rent to the Espinosa Family Trust, which is controlled by the Mayor and her husband.

Adanse Production Corp (P17000017058) and Adanse LLC (L20000074454) are distinct business entities with separate SunBiz filings (Exhibit E). Adanse Production Corp was administratively dissolved by the state in September 2018. Adanse LLC was not filed until March 6, 2020. The application's sworn affidavit claims a formation date of "02/2017" and reports 2019 revenue of $63,812, but the entity did not legally exist until 2020.

No conflict-of-interest screening was built into the BOOST program. On January 7, 2026, the City Attorney confirmed (Exhibit I.7): "we were not asked to look at the template for the applications, nor the applications themselves, and we did not draft an agreement for the grant recipients." No conflict-of-interest form was required of applicants, and the Finance department had no mechanism to identify whether applicants were related to public officials. A single decision-maker (the Economic Development Director) administered approvals with no conflict check. Thirty-three applications were denied primarily for being outside city limits.

At least four additional grant recipients operated from buildings owned by the Espinosa family or have documented relationships to the Mayor:

1) **Mai Solutions LLC:** $10,000 grant (Case 31109). Operated from 120 Broadway Suite 304. Mai Solutions was originally registered in St. Cloud, not Kissimmee, and relocated to 120 Broadway by the time of application. The city confirmed that the program "does not require a specific length of time of operations within city limits." The Espinosa campaign paid Mai Solutions $500 as a "campaign consultant" in December 2023 (Exhibit H). Mai Solutions is operated by Cortnie Fetzer, the wife of Jeremy Fetzer, who also identifies 120 Broadway Suite 304 as his personal address when speaking at commission meetings (Exhibit C.3). Jeremy Fetzer received the forwarded City Attorney ethics email from the Mayor on December 5, 2025 (Exhibit I.3).
2) **WR The Embroidery and Printshop Outlet:** $10,000 grant (Case 31082). Operated from 17 Broadway Suite B, an Espinosa Family Trust property. Owner Wanda Roman is a multi-cycle campaign donor and paid vendor for the Mayor (Exhibit H), and is currently running for City Commission Seat 2 in the 2026 election.

3) **Empire Business & Tax Advisors LLC:** $10,000 grant (Case 31168). Operated from 120 Broadway Suite 306.

4) **All Family Resource Ctr., LLC:** $10,000 grant (Case 31171). Debra Rosado, the owner, was a tenant at 120 Broadway from 2018 through 2023. Eva Espinosa served as Secretary of Rosado's predecessor nonprofit (Exhibit E.5). The Mayor emailed city staff regarding this application (see Section C below).

On December 2, 2025, Jeremy Fetzer submitted a $67,500 unsolicited marketing proposal (Exhibit I.11) for the BOOST 2.0 program to the City Manager and the Mayor. The City Manager responded that Economic Development had already selected a firm. Later in the email thread, the Mayor intervened: "Mike, Let's review the opportunities here for the marketing portion of our project. Jeremy, Give me the opportunity to discuss this further with Mike."

B. The City Attorney's Ethics Warning

On December 5, 2025, City Attorney Olga Sanchez de Fuentes sent an email (Exhibit I.1) to both Mayor Espinosa and City Manager Mike Steigerwald, with the subject line "CEO grant is a prohibited contractual relationship," citing three advisory opinions from the Florida Commission on Ethics (Exhibit B):

1) **CEO 12-14 (2012):** A City Commissioner who also served on a Community Redevelopment Agency asked whether she could apply for CRA-administered redevelopment grants. The Commission held this constituted a prohibited contractual relationship under F.S. §112.313(7)(a), and that staff-level administration does not cure the conflict.

2) **CEO 90-76 (1990):** A board chairman sought recycling grants from his own authority's grant fund. The Commission held that receiving a grant constitutes "doing business with" the agency, and that recusal is insufficient. The officer must resign from the conflicting position entirely.

3) **CEO 77-65 (1977):** A commission member would benefit indirectly from commission grants through his university salary. The Commission held that even indirect financial benefit through a related entity is prohibited under F.S. §112.313(7)(a).

The Mayor responded eleven minutes later: "Ok, let's set up a meeting to break this down." Her reply was sent only to the City Attorney; she dropped Steigerwald from the thread. The same day, the Mayor forwarded the City Attorney's entire email chain, including the three CEO opinions, to Jeremy Fetzer at prioritystrategies@gmail.com (Exhibit I.3). Fetzer is a political consultant with no city role. No recusal, return of the $50,000 in grants, or resignation from the conflicting position followed. The full timeline from the ethics warning to the termination of the City Attorney is set forth in Section E below.

C. The Mayor's Direct Intervention in Grant Administration

On December 4, 2025, the day before the ethics warning, the Mayor emailed David Rodriguez (Exhibit D.10), the Economic Development Director who administers the BOOST program:

> *Hey David, is there anything I can do to help out Deborah Rosado, owner of All Family Resources, LLC?*

Debra Rosado's business was located at 120 Broadway, the Mayor's commercial property, from 2018 through 2023. The following day, December 5, the Mayor emailed Rosado directly: "we are working diligently to see this grant get approved and funded soon."

Two days earlier, on December 3, 2025, the Mayor completed a strategic planning questionnaire (Exhibit I.12) in which she wrote: "My first meeting we approved the Business Boost 2.0 grant program." She described conducting "personal outreach to local business owners" about the program and listed "get the marketing portion of the Business Boost 2.0 plan moving forward" as a 2026 priority.

D. Personal Use of City Staff, Code Enforcement Suppression

On June 9, 2025, the Mayor emailed Craig Holland (Exhibit D.9), the Development Services Director, from her city email address (Jackie.Espinosa@kissimmee.gov):

> *Hello Craig, Just following up on my own BTR [Business Tax Receipt] and how to proceed with the Vault's BTR. I know everyone is busy but want to make sure I am ahead of my to do list.*

Holland responded with application instructions and referenced a prior email about "serving alcohol at the Vault." Holland is the Development Services Director who regulates business tax receipts.

On April 29, 2025, the Mayor emailed CRA Manager Samia Singleton (Exhibit I.8): "I would like to set up an appointment with this property owner and you to discuss future development probabilities for his lot. Let me know your availability please."

120 Broadway Avenue is the Mayor's commercial property. Fourteen or more Espinosa family business entities operate from this address. Code enforcement records document two cases at her property during the Mayor's tenure that were closed without Notices of Violation. The closures are recorded in contemporaneous officer notes:

Case CE-25-03449 (Exhibit J.1) — Non-Permitted Special Event (October 17, 2025). Officers documented a non-permitted event involving musicians, speakers, vendors, a tent, and a grill. Jorge Espinosa, the Mayor's husband, showed the code enforcement officer a text message he believed to be from the City Manager to Craig Holland about this case. The officer's notes record:

> *Per City manager NOV [Notice of Violation] held back case will be closed no further action taken.*

The case was closed the same day. No Notice of Violation was issued.

Case CE-24-03334 (Exhibit J.2) — Non-Permitted Special Event (December 6, 2024). Officers documented vendors, tents, and a DJ, all without permits. When the officer informed the Mayor that a Notice of Violation was being issued, the officer recorded:

> *The Mayor asked who was my director after I stated that I was advised to issue a NOV regarding the event...I stated Craig.*

The case was closed the same day without an NOV.

The city has confirmed in writing that "we have no record of special event permits for 120 Broadway between 2021 and 2026."

E. Termination of the City Attorney

The City Attorney, Olga Sanchez de Fuentes, who issued the December 5, 2025 ethics warning, was terminated approximately sixty days later on February 3, 2026, during an unagended motion brought by the Mayor without formal roll call. The relevant timeline is constructed from public records:

- **September 16, 2025:** The Mayor made the motion to adopt the city's $310 million budget, which passed 5–0. The budget included the City Attorney's office figures. There was no discussion of legal department spending.
- **September 17, 2025:** The Mayor's family submitted three BOOST 2.0 grant applications totaling $50,000 (see Section A).
- **October 7, 2025:** At the commission meeting (Exhibit C.2), twenty days after her family's applications were submitted, the Mayor praised the BOOST program on the record: "David Rodriguez and his team have been absolutely amazing with the Business Boost 2.0." She urged commissioners and the public to "spread the word" about available funding.
- **November 4, 2025:** First batch of BOOST 2.0 grants approved: 21 businesses totaling $255,000, including all three Espinosa family grants ($50,000).

- **November 18, 2025:** At the commission meeting (Exhibit C.3), during "Hear City Officials," the Mayor praised the City Attorney on the record: "People don't even know how great it is to work with Olga. She's a straight shooter. I love that. All attorneys should be like her." The commission unanimously approved the revised budget 5–0. Jeremy Fetzer was appointed to the Toho Water Authority Board at this meeting; the Mayor personally nominated him and Commissioner Ortiz immediately seconded. The vote was 4–1.
- **November 24, 2025:** City published press release announcing the grant awards.
- **December 2, 2025:** Jeremy Fetzer submitted a $67,500 marketing proposal (Exhibit I.11) for BOOST 2.0 to the Mayor and City Manager. Separately, Fetzer emailed the Mayor and City Manager (Exhibit I.10) that a grant notification email had listed all recipients in the "To" field, making the names of all awardees visible to one another. The Mayor forwarded Fetzer's email to the City Manager, adding: "He was not happy about 'everyone' knowing. I heard about it also. Thanks for the heads up." The City Manager responded to both the Mayor and Fetzer: "Thanks for the heads up guys."
- **December 4, 2025:** Mayor emailed the Economic Development Director (Exhibit D.10): "is there anything I can do to help out Deborah Rosado, owner of All Family Resources, LLC?" Rosado was the Mayor's tenant at 120 Broadway from 2018 through 2023.
- **December 5, 2025:** City Attorney sent ethics warning (Exhibit I.1) to the Mayor and City Manager Steigerwald (CC: Marisela Roura), subject line "CEO grant is a prohibited contractual relationship," citing three Commission on Ethics advisory opinions. Mayor responded eleven minutes later to the City Attorney only, dropping Steigerwald from the reply (Exhibit I.2): "Ok, let's set up a meeting to break this down." Sixteen minutes after that, the Mayor emailed Rosado: "we are working diligently to see this grant get approved and funded soon." The Mayor forwarded the City Attorney's entire email chain, including the three CEO opinions, to Jeremy Fetzer at prioritystrategies@gmail.com the same day (Exhibit I.3).
- **December 8, 2025:** City Attorney emailed the Economic Development Director (Exhibit I.4): "I didn't know until last week that the Mayor got a grant through the business boost program. Commission on Ethics opinions state that a prohibited conflict of interest would be created when a City Commissioner receives grant money from the City, which is a violation of F.S. 112.313(7)(a), conflicting employment or contractual relationship." She reports that the Mayor "disagrees and will fight any ethics complaint."

- **December 14, 2025:** City Attorney emailed the Economic Development Director (Exhibit I.5): "Please provide me all the documents related to the Mayor's receipt of business boost grants."
- **December 15, 2025:** The Economic Development Director responded (Exhibit I.6), identifying three grants "associated with the Mayor": Adanse LLC, Kissimmee Diner dba Matador, and The Real Estate Gallery LLC.

  The same day, the City Manager texted the Mayor (Exhibit I.13): "I was able to confirm that her contract requires a 5-day written notice from a Commissioner before a meeting to vote on her termination can be scheduled."

  The same day, WESH 2 received a tip (Exhibit I.14): "WESH 2 received a news tip from someone saying that during Tuesday's City Commission meeting, Mayor Jackie Espinosa is going to ask for the resignation of the city manager and city attorney." This was seven weeks before the termination vote.
- **December 16, 2025:** At the commission meeting (Exhibit C.4), Lillian Evans spoke publicly about the BOOST grants for the first time, alleging the Mayor "personally received approximately $55,000" and naming Fetzer's wife as a recipient. Jeremy Fetzer responded from 120 Broadway Suite 304, arguing the grants are "pass-through federal funds" with "no deliverables from the grantee to the grantor which would establish a business relationship," and threatened Evans with defamation liability. The Mayor responded: "As an echo of Mr. Fetzer's comments," she stated "my husband is not an elected official" and "I will defend what's mine. I will defend my family."
- **December 23, 2025:** City Attorney began forwarding emails to her personal email account, including the ethics warning and the WESH media inquiry.
- **January 6, 2026:** At the commission meeting (Exhibit C.5), the Mayor read the city's decorum policy. Lillian Evans rose to speak about the BOOST grants, addressing the commission as a body. In the course of her remarks she mentioned the Mayor by name: "I am being targeted and retaliated against after questioning regarding the use of 2.0, a $50,000 in grant funds in connection to Jackie." The Mayor stopped her, warning: "You do that again and I am going to have to have you sit down. You do that a third time and I'm going to have to have you removed." Commissioner Martinez raised concerns about the application of the rules of decorum (Exhibit C.5.c). Later in the same public comment period, Wanda Roman directly addressed the Mayor personally: "Miss Mayor Jackie Espinoza, thank you so much for all that you're doing and keep up the great job." Roman was allowed to proceed without interruption.

  Later in the same meeting, the Mayor asked the City Manager about "people renting out rooms" and "RVs" "published all over social media." (Exhibit C.5.d) Ten days later, Craig Holland filed code enforcement case CE-26-00197 against

Evans's property for "Dwelling in a R/V Trailer." The inspector found no evidence of the alleged violation and closed the case the same day as invalid.

- **January 7, 2026:** Commissioner Martinez emailed the City Attorney (Exhibit I.15) expressing "serious concerns regarding the manner in which public comment was handled during yesterday's commission meeting," noting the "inconsistency in how decorum was enforced" and asking whether the City Charter permits "selective enforcement of decorum."
- **January 12, 2026:** The City Attorney emailed Commissioner Martinez (Exhibit I.16) that "several courts have ruled that restricting public speech when it was critical and allowing speech by those who were complimentary was unconstitutional," citing the Brevard County Public Schools case ($567,000 in fees). The City Attorney sought to have outside counsel present to the commission on the proper scope of decorum rules.
- **January 13, 2026:** Mayor issued formal termination notice (Exhibit I.17) for City Attorney Olga Sanchez de Fuentes. The notice stated that the matter would be placed on the agenda for the January 20, 2026 commission meeting.
- **January 14, 2026:** The Mayor ordered a comprehensive ten-year financial audit of the City Attorney's Office (Exhibit D.12). Separately, when WFTV reporter Shannon Butler asked the city for the reasons behind the termination notice, Deputy City Manager Austin Blake responded (Exhibit I.18): "Other than the written notice below, the Mayor has not discussed with staff the reasons for issuing this notice."
- **January 15, 2026:** The Florida Agency for Fiscal Oversight (FAFO), acting under CFO Blaise Ingoglia's constitutional authority, sent the city a formal request for information (Exhibit I.19) regarding post-COVID business assistance and grant programs, requesting all documents related to approval and disbursement of funds, blank application forms, and evaluation and approval records. The response deadline was January 23, 2026.
- **January 20, 2026:** Despite the Mayor's formal termination notice, the City Attorney's termination did not appear on the agenda nor was it discussed at the commission meeting (Exhibit C.6). During public comment, Lillian Evans stated: "After raising questions about matters of public records and the use of public funds, I have faced retaliation." Jose Barreto described "a pattern of conduct by this board. Silence when retaliation occurs. Complicity when residents are target." Olga Cariño connected the Mayor's January 6 comments to the code enforcement action against Evans: "I heard comments made regarding Lillian Evans, especially about rooms, trailers and RVs on her property. Shortly after those comments, code enforcement begin targeting her home. That is not a coincidence. That is retaliation."

- **January 23, 2026:** The Mayor directed Austin Blake, City Manager Steigerwald, and Deputy City Manager Desiree Matthews to compile General Fund financials, full-time equivalent reports, litigation data, and public records request data (Exhibit K).
- **January 28, 2026:** Staff confirmed to the Mayor that the General Fund financials, full-time equivalent reports, litigation data, and FAFO documents were complete, but reported that the Project Ledger was "still outstanding, Finance is working on it." The same day, the Mayor sent a letter to City Manager Steigerwald (Exhibit D.13, subject: "Document- City Manager - concerns with regard to city attorney") detailing her complaints about the City Attorney and the $6.2 million budget "overage" claim she would present as "Exhibit B" at the February 3 meeting. The letter cites performance grievances, outside counsel spending, and alleges "unauthorized distribution of City documents to members of the media." The letter does not mention the December 5 ethics warning, the three CEO opinions, the BOOST grants, or the prohibited contractual relationship. Also on January 28, the Mayor filed public records requests (Exhibit K) with the City Clerk naming Lillian Evans, Claudia Zucco, City Attorney Olga Sanchez de Fuentes, WFTV reporter Shannon Butler, and Spectrum News 13.
- **January 30, 2026:** The Mayor emailed the City Clerk (Exhibit K) to expand her records requests: "If anything was provided to the email mentioned in this thread, 'thetruthinkissimmee@yahoo.com'. I would also like to include it in my records request."
- **February 2, 2026:** The Mayor emailed City Clerk Tameara Crespo (Exhibit K) regarding her pending records requests: "Please let me know a time frame so that I may get ready for the project I am working on."
- **February 3, 2026 (Exhibit C.7):** City Attorney was terminated during an unagended motion during "Hear City Commission," after the public comment period had closed. Commissioner Ortiz, immediately seconded. No formal roll call vote was conducted. During the discussion, the City Attorney stated: "However, under Whistleblower and retaliation I would be entitled to more if I sue the city."

  The Mayor stated at the meeting that she had engaged in "more than a year of thoughtful consideration" and had been "tempted to do this during the holidays."

  The Mayor's stated justification for the termination was a $6.2 million budget "overage" in the legal department over ten years. Olga Sanchez de Fuentes was not City Attorney for the entire 10-year period cited by the Mayor. The same commission, including the Mayor, unanimously approved the City Attorney's budget three times in the months immediately preceding the termination: on

September 3, 2025 (tentative budget, 4–0), September 16, 2025 (final budget, 5–0, with the Mayor making the motion), and November 18, 2025 (revised budget, 5–0). On September 16, 2025 the budget included an increase in the legal department budget from $901,000 to $1,908,000.

- **March 10, 2026 (Exhibit C.8):** At the commission's strategic planning retreat, the commission discussed the constitutionality of its public comment and decorum rules. The Mayor asked whether restricting speakers from naming commissioners was "just violation of the First Amendment." Interim City Attorney Kalanit Oded, appointed after the termination of Sanchez de Fuentes, stated: "You cannot limit what a speaker says. You can't." She concluded that the city's code provision "should not be how it is worded."

III – Violations of the Code of Ethics

Based on the foregoing facts, I allege that Mayor Espinosa violated Sections 30-20, 30-21, 30-22, 30-23, and 30-24 of Chapter 30, Article II (Code of Ethics) of the Kissimmee Code of Ordinances.

A. Violation of Sec. 30-20: Responsibilities of Public Office

(a) Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the constitution of the state and to carry out impartially the laws of the nation, state and city, and thus so foster respect for all government.

Mayor Espinosa failed to carry out the First Amendment impartially. At the January 6, 2026 commission meeting (Exhibit C.5), the Mayor read the city's decorum policy. The city's decorum rules (Sec. 2-122(c), Exhibit A.3) provide that "all remarks and questions shall be addressed to the city commission as a whole and not to any individual member thereof."

When Lillian Evans rose to speak during public comment about the BOOST grants, she addressed the commission as a body. In the course of her remarks she mentioned the Mayor by name: "I am being targeted and retaliated against after questioning regarding the use of 2.0, a $50,000 in grant funds in connection to Jackie." Evans was following the actual decorum rules. The Mayor stopped her, saying: "I said you could not address me by name," and warning "You do that again and I am going to have to have you sit down. You do that a third time and I'm going to have to have you removed." The interruption consumed part of Evans's allocated three minutes. The rules do not prohibit mentioning a commissioner

by name. The Mayor's stated rule, that using a commissioner's name was itself a violation, was her own invention and not supported by the text of the ordinance.

Later in the same meeting, Wanda Roman directly addressed the Mayor personally: "Miss Mayor Jackie Espinoza, thank you so much for all that you're doing and keep up the great job." This was not a statement to the commission as a body. It was a direct personal address to the Mayor, which is what the decorum rules actually restrict. It was also a direct mention of the Mayor's name. Roman was allowed to proceed without interruption or threat of removal.

The speaker who followed the decorum rules was silenced, and the speaker who actually violated them was not. Even under the Mayor's own incorrect interpretation, the rule was enforced only against the speaker whose comments were critical.

Commissioner Martinez raised concerns during that commission meeting (Exhibit C.5.c) and emailed City Attorney Sanchez de Fuentes the following day (Exhibit I.15), expressing concern that she felt "extremely uncomfortable with the restrictions placed on the constituent" and that "the individual was not permitted to properly address the Commission nor allowed to reference individuals from the public, which appeared inconsistent and, frankly, unfair." The City Attorney responded on January 12, 2026 (Exhibit I.16), advising that "several courts have ruled that restricting public speech when it was critical and allowing speech by those who were complimentary was unconstitutional," citing the Brevard County Public Schools case ($567,000 in fees). The City Attorney sought to have outside counsel present to the commission on the proper scope of decorum rules. One day later, the Mayor issued the formal termination notice to the City Attorney.

The First Amendment does not permit a presiding officer to silence criticism while allowing praise. That is viewpoint discrimination, and courts have consistently held it unconstitutional in the context of public comment at government meetings. At the March 10, 2026 strategic planning retreat (Exhibit C.8), the interim City Attorney independently confirmed: "You cannot limit what a speaker says. You can't." The Mayor, present at the same retreat, acknowledged receiving Olga's constitutional warning and asked: "Is that a decision we make, or is that just violation of the First Amendment?" Yet she continued to advocate for limiting public comment. The Mayor did not carry out constitutional law impartially. She applied the rules to protect herself from criticism, thereby violating Section 30-20(a) of the City Code.

B. Violation of Sec. 30-21: Dedicated Service

1. Section 30-21(c): Exceeding Authority and Breaching the Law

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

Mayor Espinosa breached the law in two respects.

First, the Mayor violated City Charter, Article II, Chapter 3, Section 9 (Exhibit A.2):

In matters within his authority, as fixed by this Charter, the city manager shall be subject to the control of the city commission acting as a board in meeting assembled, but no commissioner shall otherwise attempt to dictate to or to interfere with the city manager or give orders to any officials or employees or undertake in any manner to direct the city's affairs, and, if he shall do so, he shall be guilty of a misdemeanor and, in addition, shall be subject to removal by the city commission.

The following emails, among others documented in this complaint, demonstrate a pattern of individually directing city employees outside public commission meetings:

1) On June 9, 2025, the Mayor emailed Development Services Director Craig Holland (Exhibit D.9): "Just following up on my own BTR and how to proceed with the Vault's BTR." She was processing her own personal business licenses through the department head who regulates those licenses.
2) On April 29, 2025, the Mayor emailed CRA Manager Samia Singleton (Exhibit I.8): "I would like to set up an appointment with this property owner and you to discuss future development probabilities for his lot." She gave orders to a city employee and undertook to direct the city's development affairs personally.
3) On December 4, 2025, the Mayor emailed Economic Development Director David Rodriguez (Exhibit D.10): "is there anything I can do to help out Deborah Rosado, owner of All Family Resources, LLC?" The phrasing is not a neutral inquiry. The Mayor identified the applicant by name, identified the business, and asked what she could do to help. This is the Mayor of the city contacting the single decision-maker who approves grants on behalf of a specific applicant who was her former commercial tenant and business associate (Exhibit E.5).

4) On December 2, 2025, the City Manager informed Jeremy Fetzer that Economic Development had already selected a marketing firm for the BOOST program and that the contract was "well under my approval authority" (Exhibit I.11). The Mayor intervened: "Mike, Let's review the opportunities here for the marketing portion of our project." The City Manager had explicitly stated the decision was within his authority under the Charter. The Mayor overrode that determination to reopen the process for a political associate.

5) On January 14, 2026, one day after issuing the formal termination notice for the City Attorney, the Mayor ordered a comprehensive ten-year financial audit of the City Attorney's Office through the City Manager, directing staff to compile over 1,000 documents of financial and litigation data (Exhibit D.12).

These emails show the Mayor giving direct instructions to Craig Holland, David Rodriguez, Samia Singleton, the City Manager, and other staff, and overriding the City Manager's own stated authority. Violation of Charter Section 9 is a misdemeanor and grounds for removal, and constitutes a breach of the law within the meaning of Section 30-21(c).

Second, the Mayor breached F.S. §286.0114 (Exhibit A.4), which requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission. The Mayor's January 13, 2026 termination notice (Exhibit I.17) stated the matter would be placed on the agenda for the January 20 commission meeting. The item never appeared on that agenda. Instead, on February 3, 2026, the Mayor raised the termination during "Hear City Commission" (Agenda Item 9.C, Exhibit C.7), after the public comment period (Agenda Item 6) had already closed, with Commissioner Martinez absent. No public comment was invited on the motion. Commissioner Ortiz immediately seconded. No formal roll call vote was conducted.

The statute's exceptions do not apply. The Mayor's own statements at the meeting, that she had been considering this action "for more than a year" and was "tempted to do this during the holidays," negate any claim of emergency. The termination of a senior city officer is not a ministerial act, an exempt meeting, or a quasi-judicial proceeding.

In both of these instances, the Mayor exceeded her authority or breached the law, thereby violating Section 30-21(c) of the City Code.

2. Section 30-21(d): Retaliation

Neither the city manager nor any department head shall dismiss, discipline or take any adverse personnel action against any city employee for disclosing information of violations of the law on the part of a public employee that creates

a substantial and specific danger to the health, safety and welfare of the public. Neither the city manager nor any other public official shall take retaliatory action against any person who discloses information to the city manager alleging improper use of governmental funds or any other abuse or neglect of duty on the part of any city agency, public officer, or employee.

On December 5, 2025, City Attorney Sanchez de Fuentes sent an email to both Mayor Espinosa and City Manager Steigerwald (Exhibit I.1) with the subject line "CEO grant is a prohibited contractual relationship," citing three Commission on Ethics advisory opinions (CEOs) establishing that the Mayor's receipt of BOOST grants constituted a probable violation of Florida ethics law. The form of this communication (legal advice from the City Attorney to her clients) does not diminish its protected character. The substance, that the Mayor's receipt of grant funds constituted a prohibited contractual relationship, is an allegation of "improper use of governmental funds" and "abuse or neglect of duty" within the meaning of Section 30-21(d). The disclosure was made directly to the City Manager, satisfying the statute's requirement.

Sixty days later, on February 3, 2026, the Mayor made a motion to terminate the City Attorney and voted to approve it. The retaliatory nature of the termination is established by:

1) The temporal proximity of the ethics disclosure and termination. There were sixty days between the ethics disclosure and official termination. Thirty-nine days between the disclosure and the formal notice of termination. On December 15, 2025, ten days after the ethics warning and seven weeks before the termination vote, the City Manager texted the Mayor (Exhibit I.13): "I was able to confirm that her contract requires a 5-day written notice from a Commissioner before a meeting to vote on her termination can be scheduled." The Mayor was already researching the procedural requirements for removal. The same day, WESH 2 received a media tip (Exhibit I.14) that the Mayor would ask for the resignation of the City Manager and City Attorney at the next commission meeting. The Mayor's statement that she was "tempted to do this during the holidays" places her decision-making possibly weeks after the ethics disclosure.
2) The stark reversal in attitude toward the City Attorney. The Mayor claimed at the February 3 meeting that she had engaged in "more than a year of thoughtful consideration." On November 18, 2025 (Exhibit C.3), seventeen days before the ethics warning, she praised the City Attorney on the record: "People don't even know how great it is to work with Olga. She's a straight shooter. I love that. All attorneys should be like her." By January 28, she was writing to the City Manager (Exhibit D.13) of "serious and ongoing concerns

regarding the City Attorney's capability, judgment, responsiveness, and overall quality of work." When WFTV asked about the termination notice on January 14, Deputy City Manager Austin Blake responded (Exhibit I.18): "the Mayor has not discussed with staff the reasons for issuing this notice." A year of serious concerns, and staff had not been told. The simplest explanation for the stark change in attitude is the December 5 ethics warning. The Mayor went from publicly praising the City Attorney to privately asking the City Manager about termination procedures, all within four weeks. The obvious catalyst for this change is that the City Attorney notified the Mayor that she had violated Florida ethics law in the interim.

3) The pretextual justification assembled after the termination decision was made. The Mayor issued the termination notice on January 13 (Exhibit I.17), ordered the ten-year financial audit on January 14 (Exhibit D.12), directed staff to compile over 1,000 documents on January 23 (Exhibit K), received the compiled data on January 28, and sent her complaint letter to the City Manager (Exhibit D.13) that same day. The decision came first; the evidence to support it was gathered afterward.

4) The departure from normal procedures to eliminate public scrutiny and a commissioner's vote. The Mayor's January 13 notice stated the matter would be on the January 20 agenda. It did not appear on that agenda and instead the termination was raised on February 3, 2026 as an unagended motion during "Hear City Commission" (Exhibit C.7), after public comment had closed and while Commissioner Martinez was absent. Martinez was the commissioner who had raised concerns about the Mayor's selective decorum enforcement (Exhibit I.15). Commissioner Ortiz, who had loaned the Mayor's campaign $500 (Exhibit H), immediately seconded.

5) The City Attorney's own evidence preservation behavior beginning December 23, 2025, when she began systematically forwarding emails to her personal account. At the February 3 meeting (Exhibit C.7), the City Attorney stated directly: "However, under Whistleblower and retaliation I would be entitled to more if I sue the city."

6) The counter-surveillance campaign targeting critics and whistleblowers (Exhibit K). Between January 28 and January 30, 2026, the Mayor filed public records requests targeting Lillian Evans, Claudia Zucco, City Attorney Sanchez de Fuentes, WFTV reporter Shannon Butler, and Spectrum News 13. Every one of these individuals had investigated, reported on, or raised concerns about the BOOST grants. On January 30, the Mayor attempted to identify an anonymous public records requestor behind "thetruthinkissimmee@yahoo.com." On February 2, the Mayor emailed the City Clerk about her pending records requests: "Please let me know a time frame so that I may get

ready for the project I am working on," confirming the counter-surveillance was assembled in advance of the February 3 vote.

7) The Mayor's stated justification (budget overages) being contradicted by the commission's own unanimous budget approvals. The Mayor personally made the motion to adopt the $310 million budget on September 16, 2025, which passed 5–0 and included an increase in the legal department budget from $901,000 to $1,908,000. The commission unanimously approved the revised budget again on November 18, 2025.

8) The Mayor's January 28 complaint letter (Exhibit D.13), which constructs a justification based on performance grievances and alleged media leaks but does not mention the December 5 ethics warning, the three CEO opinions, the BOOST grants, or the prohibited contractual relationship. The failure to include any mention of perhaps the most consequential interaction between the Mayor and City Attorney (the ethics warning) in her complaint letter suggests the omission was deliberate.

9) The Mayor excluded the City Manager from her reply to the ethics warning (responding only to the City Attorney) but forwarded the entire email chain, including the three CEO opinions, to political consultant Jeremy Fetzer the same day (Exhibit I.3). This suggests the Mayor saw the ethics warning less as a legitimate concern about her behavior that needed to be remedied and more as a political problem for her to suppress.

The retaliation extended beyond the City Attorney. Lillian Evans, a citizen who filed public records requests investigating code enforcement suppression at the Mayor's property and who presented evidence against the Mayor at commission meetings, was targeted through multiple channels: a baseless code enforcement complaint filed by Development Services Director Craig Holland (CE-26-00197, Exhibit J.4, found invalid and closed the same day), counter-surveillance records requests directed by the Mayor (Exhibit K), and the selective suppression of her speech at the January 6 commission meeting described in the preceding section. At the January 20 commission meeting (Exhibit C.6), Jose Barreto told the commission: "What is happening is not about one incident or one person. It's about a pattern of conduct by this board. Silence when retaliation occurs. Complicity when residents are target." Olga Cariño connected the Mayor's January 6 comments directly to the code enforcement action: "I heard comments made regarding Lillian Evans, especially about rooms, trailers and RVs on her property. Shortly after those comments, code enforcement begin targeting her home. That is not a coincidence. That is retaliation."

C. Violation of Sec. 30-22: Fair and Equal Treatment

(c) No official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

Mayor Espinosa granted special consideration, treatment, and advantage to herself and her associates beyond what is available to every other citizen.

First, code enforcement was suppressed on the Mayor's commercial property at 120 Broadway by directive. Two cases during the Mayor's tenure (CE-25-03449, Exhibit J.1; CE-24-03334, Exhibit J.2) were closed without Notices of Violation, with the suppression directives recorded in contemporaneous officer notes. The city has confirmed in writing that zero special event permits for 120 Broadway exist on file between 2021 and 2026. Every other property owner in Kissimmee is subject to code enforcement; the Mayor is not. The disparity is underscored by the fact that the same code enforcement apparatus was directed against Lillian Evans, a citizen who had investigated the Mayor's property, through a baseless complaint (CE-26-00197, Exhibit J.4) which was found invalid and closed the same day.

Second, the Mayor directly emailed Development Services Director Craig Holland (Exhibit D.9) to process her own personal business permits, bypassing the normal public application process. CEO 89-44 (1989) held that a city commissioner "may not in any way use your position to aid interactions with City personnel" regarding personal business matters, and that "any efforts to speak with City employees on his behalf...may be violative of Section 112.313(6)." The Mayor's June 9, 2025 email, "Just following up on my own BTR," is precisely the conduct that opinion prohibits. No other citizen's business license application is processed through direct correspondence with the department head who regulates those licenses.

Third, the Mayor personally intervened with the Economic Development Director (Exhibit D.10) to assist a BOOST grant applicant who was also the Mayor's former commercial tenant at 120 Broadway. CEO 89-44 applies equally: the Mayor used her official position to speak with a city employee on behalf of an associate seeking city benefits.

Fourth, Jeremy Fetzer received treatment outside that "available to every other citizen" on multiple occasions. The Mayor's same-day forwarding of the City Attorney's ethics warning to Fetzer (Exhibit I.3), the Espinosa campaign's payments to Fetzer's wife's company (Mai Solutions, Exhibit H), and Fetzer's repeated public statements echoing and defending the Mayor at commission meetings establish the close political association. When Fetzer submitted an unsolicited

$67,500 marketing proposal for the BOOST program (Exhibit I.11), the City Manager informed him that a firm had already been selected. The Mayor later intervened: "Mike, Let's review the opportunities here for the marketing portion of our project. Jeremy, Give me the opportunity to discuss this further with Mike." Jeremy Fetzer was appointed to the Toho Water Authority Board at the Mayor's personal nomination (Exhibit C.3).

In each instance, the Mayor granted herself or her associates consideration, treatment, and advantage beyond what is available to every other citizen, thus violating Section 30-22(c) of the City Code.

D. Violation of Sec. 30-23: Conflict of Interest

1. Prohibited Financial Interest

> *(a) No city commissioner or other official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or would tend to impair his independence of judgment or action in the performance of his official duties.*

The Section 30-23(a) prohibition is broad: it covers direct and indirect financial interests as well as personal interests arising from family, business, or political relationships (Section 30-23(b)). An official who holds such an interest in a city program may not vote on it, advocate for it, shape its design, or use her office to promote it.

The Mayor drove the BOOST 2.0 program at her second commission meeting. She made the motion to reallocate $1,000,000 to fund it. On September 3, 2025, she pulled the BOOST item from the consent agenda and advocated for redirecting $375,000 from workforce training to the direct grant pool, telling commissioners she wanted to "streamline the process" and "remove these unnecessary burdens" from the application (Exhibit C.1). At the same meeting she described conducting personal outreach: "I have about 17 tenants personally. And every last one of them I've asked, do you feel education would help you?" She stated on the record: "I was a recipient of funds from my businesses back when the COVID initially started." Fourteen days later, on September 17, her family submitted three applications totaling $50,000.

The Mayor's interests in the BOOST 2.0 program fall into every category Section 30-23(a) prohibits: direct financial, indirect financial, and personal.

First, the Mayor has a direct financial interest. On the BOOST 2.0 grant application (Exhibit D), Eva Jacquelyn Espinosa is listed as 100% owner of Adanse

LLC, which received a $20,000 grant (Case 31059). Her 2024 Form 1 financial disclosure (Exhibit F) identifies her as Vice President with more than 5% ownership of Kissimmee Diner Inc., which received a $15,000 grant (Case 31054). These are the Mayor's businesses. The same entities contributed over $6,100 to her mayoral campaign (Exhibit H). By applying for and receiving city grant funds, the Mayor engaged in a business transaction with her own city in which she holds a direct financial interest. The Mayor has publicly claimed that her daughter runs Adanse (Exhibit L). But the BOOST application lists the Mayor as 100% owner, the SunBiz filing (Exhibit E) lists the Mayor and her husband as managers, and the Adanse lease lists "Eva Jacquelyn Espinosa" as a named tenant. Even accepting the Mayor's claim, Section 30-23(b) defines personal interests to include those arising from "blood relationship." A daughter's business operating from her building would move the interest from direct financial to indirect financial and personal, not eliminate it.

Second, the Mayor has an indirect financial interest in every BOOST grant awarded to a tenant of her buildings. The Mayor owns 120 Broadway Avenue personally and controls 17-19 Broadway through the Espinosa Family Trust, of which she and her husband are the sole trustees (Exhibit G). Multiple grant recipients operate from these buildings: Mai Solutions LLC ($10,000, 120 Broadway Suite 304), Empire Business & Tax Advisors LLC ($10,000, 120 Broadway Suite 306), WR The Embroidery and Printshop Outlet ($10,000, 17 Broadway Suite B), and The Real Estate Gallery LLC ($15,000, 120 Broadway Suite 201). The $20,000 Adanse LLC grant itself illustrates the circuit: Adanse pays $3,000 per month in rent to the Espinosa Family Trust (Exhibit D). Grant money paid by the city to the Mayor's business returns to the Mayor through her trust.

The Mayor was aware of this connection and described it publicly. In a March 2026 interview, she stated: "I would go to my tenants and I'd say, 'You guys should apply for this.' My tenants had a hard time paying rent" (Exhibit L). The Mayor encouraged her tenants to apply for city grants so they could continue paying rent to her. An official who owns the buildings from which grant recipients operate, and who encouraged those tenants to apply because they were struggling to pay her rent, has an indirect financial interest in those grants that is incompatible with the impartial discharge of her duties.

Third, the Mayor has direct personal interests arising from close business and political association. From Section 30-23(b):

> *"Personal" as distinguished from "financial" interests includes an interest arising from blood or marriage relationship or close business or political association.*

Wanda Roman, owner of WR The Embroidery ($10,000 grant), contributed over $1,100 to the Mayor's campaign and received over $1,200 in campaign expenditures for printing and merchandise (Exhibit H). She operates from an Espinosa Family Trust property and is currently running for City Commission Seat 2. Cortnie Fetzer, owner of Mai Solutions ($10,000 grant), is the wife of Jeremy Fetzer, the Mayor's political consultant, who also identifies 120 Broadway Suite 304 as his personal address (Exhibit C.4). Debra Rosado, owner of All Family Resource Ctr. ($10,000 grant), was the Mayor's tenant at 120 Broadway from 2018 through 2023, and the Mayor served as Secretary of Rosado's predecessor nonprofit (Exhibit E.5). The Mayor personally emailed the Economic Development Director on Rosado's behalf (Exhibit D.10). The depth of the political network is further illustrated by La Voz Florida Inc., a nonprofit registered at 120 Broadway Suite 201 (Exhibit H). The Mayor served as its President from its founding in 2022 through 2024. While she was President, the entity donated $1,000 to her mayoral campaign. Its current officers are the Mayor's daughter Jailene Espinosa (Secretary) and Wanda Roman (Pastor). These are interests arising from close business and political association, and each independently falls within the scope of Section 30-23(a).

Section 30-23(a) is a local provision and stands on its own. It does not require proof of a "contractual relationship" or a "doing business with" analysis. It requires only that the official had a financial or personal interest in a business or transaction that is incompatible with the discharge of her duties or that would tend to impair her independence. The Mayor's interests satisfy that standard on every level.

The advisory opinions of the Florida Commission on Ethics confirm that even under the narrower state Code of Ethics, F.S. §112.313(7)(a), which requires a "contractual relationship" with an entity "doing business with" the official's agency, this conduct is prohibited. The Commission has held consistently that receiving a grant constitutes "doing business with" the agency (CEO 77-65, CEO 90-76), that staff-level administration does not cure the conflict (CEO 12-14, CEO 00-12), that a commissioner who helped create an ARPA-funded program and then applied for it had a prohibited conflict (CEO 23-1), and that even indirect financial benefit through a related entity is prohibited (CEO 77-65). These opinions are not binding on the interpretation of the local code, but they are persuasive authority, and they demonstrate that the Mayor's conduct violates not only the broader local standard but the narrower state standard as well. A violation of F.S. §112.313(7)(a) is also independently a "breach of the law" within the meaning of Section 30-21(c).

Several anticipated defenses are foreclosed. The Mayor cannot argue that the Commission does not approve individual grants. CEO 12-14, CEO 00-12, and

CEO 23-1 each address and reject this defense; the governing body's oversight of the administering department creates the conflict, regardless of whether the commission votes on individual applications. Under the local code, the point is simpler still: the commission authorized the program and appropriated the funds, and the Mayor voted on each of those actions. The Mayor cannot argue that the funds are federal pass-through dollars. CEO 23-1 addressed ARPA-funded programs specifically and found the conflict existed regardless. The Mayor cannot argue that recusal would cure the conflict. CEO 90-76 held that the officer must resign from the conflicting position entirely. And to the extent that any grant went to an entity managed by the Mayor's husband rather than to the Mayor directly, the spouse exception recognized under the state code (F.S. §112.313(7)(a)) does not exist under the local code. Section 30-23(b) defines personal interests to include those arising from "blood or marriage relationship." Under local law, marriage is a covered interest, not an exception.

No conflict-of-interest screening was built into the BOOST program. On December 8, 2025, the City Attorney emailed the Economic Development Director (Exhibit I.4): "I didn't know until last week that the Mayor got a grant through the business boost program." On January 7, 2026, the City Attorney confirmed (Exhibit I.7): "we were not asked to look at the template for the applications, nor the applications themselves, and we did not draft an agreement for the grant recipients." No conflict-of-interest form was required of applicants, and the Finance department had no mechanism to identify whether applicants were related to public officials. A single decision-maker administered approvals with no conflict check. The program the Mayor created had no safeguard against the conflict the Mayor had.

CEO 00-12 provides the governing principle: allowing an officer to benefit from her own agency's programs "would provide the opportunity and strongly suggest to the public that a public officer is permitted to benefit privately because of his public position, which is antithetical to the principles underlying the Code of Ethics." The Mayor spearheaded this program, funded it, expanded it, loosened its requirements, encouraged her tenants to apply for it so they could pay her rent, applied to it herself, and received $50,000 from it. Section 30-23(a) exists to prevent precisely this.

2. Failure to Disclose Interest in Legislation

Section violated: 30-23(b)(5)(b)

> *A city commissioner who has a financial or other private interest in any legislation shall disclose on the records of the city commission or other appropriate authority the nature and extent of such interest.*

The BOOST 2.0 program was established and funded through commission action. The Mayor voted on each of those actions, including the September 3, 2025 reallocation of $375,000 to the grant pool (Exhibit C.1). She did not disclose that her family's businesses would apply for and receive $50,000 from the program she was voting to fund.

On September 3, she stated on the record (Exhibit C.1) that "I was a recipient of funds from my businesses back when the COVID initially started" and described personal outreach to business owners, yet said nothing about her family's interest in BOOST 2.0. On October 7 (Exhibit C.2), twenty days after her family's applications were submitted and while they were pending, the Mayor praised the program on the record and urged commissioners and the public to "spread the word" about available funding, again without disclosure. The obligation attached at every point where the commission took action on BOOST 2.0 funding. It was never met.

E. Violation of Sec. 30-24: Applicability

Section violated: 30-24

> *When a city commissioner or other official or employee has doubt as to the applicability of a provision of this article to a particular situation, he shall apply to the official who has appointive authority over his particular position and in the case of the city manager or city commissioners, he shall apply to the city attorney or to the city commission in official meeting assembled for an advisory opinion and be guided by that opinion when given.*

Whether or not the Mayor had doubt before December 5, the City Attorney's email (Exhibit I.1) created it. The email cited three advisory opinions from the Florida Commission on Ethics (Exhibit B), each directly addressing the Mayor's conduct and each concluding that a prohibited conflict existed. A reasonable official receiving this communication would recognize at minimum a serious question about the applicability of the ethics code to her situation. The Mayor's own response confirms she engaged with the question. She replied (Exhibit I.2) "Ok, let's set up a meeting to break this down," and then met with the City Attorney to discuss it. The City Attorney's position was unchanged following that meeting: the Mayor "disagrees and will fight any ethics complaint filed against her" (Exhibit I.4). The Mayor had the opportunity to present her interpretation, as the provision requires. She presented it. The advisory opinion stood.

Section 30-24 required the Mayor to "be guided by that opinion when given." She was not. She took no corrective action. Instead, she forwarded the City Attorney's advisory opinion to a political consultant with no city role (Exhibit I.3), and within

advisory opinion to a political consultant with no city role (Exhibit I.3), and within sixty days, terminated the attorney who gave the guidance (Exhibit C.7).

These violations share a common mechanism. Every instance of self-dealing in this complaint required the Mayor to individually direct city employees in violation of Charter Section 9: processing her own business licenses through Craig Holland (Exhibit D.9), intervening in grant administration through David Rodriguez (Exhibit D.10), suppressing code enforcement through the City Manager, assembling the pretextual justification for the City Attorney's termination through Austin Blake and Desiree Matthews (Exhibit D.12). None of this could have occurred within the proper channels of government. It required the Mayor to operate outside them. And when the city's own attorney told her that what she had done was wrong, the Mayor terminated the attorney who said it. The Code of Ethics exists to prevent precisely this: the conversion of public office into an instrument of private benefit, and the punishment of those who object.

IV – Relief Requested

Pursuant to Section 30-25 of the Kissimmee Code of Ordinances, I respectfully request:

1) That this sworn complaint be filed with the City Clerk and presented to the entire City Commission for action, as required by Section 30-25(1).
2) That the remaining commissioners not the subject of this complaint **shall request** the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a special prosecutor, as required by Section 30-25(2). The word "shall" is mandatory.
3) That the special prosecutor be authorized to investigate the allegations contained herein, with access to all relevant city records, and to either file articles of impeachment or enter a nolle prosequi within the time limits prescribed by Section 30-25(2) and (3).
4) That the City Commission take such further action as Section 30-26 authorizes, including but not limited to removal from office.

The Mayor should consider that Section 30-26 provides that violation of the Code of Ethics "should raise conscientious questions for the city commissioner... as to whether voluntary resignation or other action is indicated to promote the best interest of the city."

V – Verification

Under penalties of perjury under the laws of the State of Florida, pursuant to F.S. §92.525, I declare that I have read this complaint, that the factual statements contained herein are true and correct to the best of my knowledge and belief, and that they are based on documentary evidence consisting of public records.

I further state under oath that this complaint is filed in good faith and not for the purpose of harassment, political retaliation, or malicious intent, and that I have a reasonable basis to believe that the conduct described herein constitutes violations of the Code of Ethics established by Chapter 30, Article II of the Kissimmee Code of Ordinances.

I affirm that this complaint is not frivolous, filed in bad faith, or motivated by malice.

Alexander Alemi
Kissimmee Resident

2026-03-17
Date

1. Notarization

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to and subscribed before me this 17th day of March, 2026, by Alexander Alemi, who is personally known to me or who has produced A450 00187 0440 as identification.

Notary Public State of Florida
Maileny Valenzuela
My Commission HH 452261
Expires 10/8/2027

Notary Public, State of Florida

Commission Expiration Date

Filed with the Office of the City Clerk, City of Kissimmee, Florida

VI – Appendices

APPENDICES TO SWORN COMPLAINT

PURSUANT TO CODE OF ORDINANCES SECTION 30-25

AGAINST MAYOR JACKIE ESPINOSA

Filed by Alexander Alemi
City of Kissimmee, Office of the City Clerk

Every factual statement in this complaint is based on public records obtained through public records requests filed with the City of Kissimmee, publicly available filings with the Florida Division of Corporations, the Osceola County Property Appraiser, the Osceola County Supervisor of Elections, and the Florida Commission on Ethics, publicly available commission meeting recordings and transcripts, and published news reporting. The following appendices identify those sources and, where the records are not easily obtained by the reader, reproduce them here.

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EXHIBIT A

Legal Provisions Cited

Source: City Code of Ordinances, City Charter, Florida Statutes

The following legal provisions are cited in this complaint. The full provisions are available at the sources linked below.

A.1 Code of Ethics

Part II, Code of General Ordinances, Chapter 30 (Personnel), Article II (Code of Ethics).

Section	Subject	Link
30-19	Declaration of Policy	Municode link
30-20	Responsibilities of Public Office	Municode link
30-21	Dedicated Service	Municode link
30-22	Fair and Equal Treatment	Municode link
30-23	Conflict of Interest	Municode link
30-24	Applicability	Municode link
30-25	Procedure When Complaint Filed	Municode link
30-26	Sanctions	Municode link

A.2 City Charter

Part I, Charter, Article II (Administration), Chapter 3 (City Manager).

Section	Subject	Link
Section 9	Authority of Commission Over Manager	Municode link

A.3 City Ordinances

Part II, Code of General Ordinances, Chapter 2 (Administration), Article II (City Commission), Division 5 (Rules of Procedure).

Section	Subject	Link
2-122	Decorum	Municode link

A.4 Florida Statutes

Statute	Subject	Link
§286.0114	Public Meetings; Reasonable Opportunity to Be Heard	FL Senate link
§112	Code of Ethics for Public Officers and Employees	FL Senate link

EXHIBIT B

Commission on Ethics Advisory Opinions Cited

Source: Florida Commission on Ethics

B.1 CEO 12-14 (2012)

A City Commissioner who also served on a Community Redevelopment Agency asked whether she could apply for CRA-administered redevelopment grants. The Commission held this constituted a prohibited contractual relationship under F.S. §112.313(7)(a). Staff-level administration does not cure the conflict.

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/2012/ceo%2012-014.htm

B.2 CEO 90-76 (1990)

A governing board member may not apply for grants from their own agency. Recusal is insufficient; the officer must resign from the conflicting position. Grant receipt constitutes "doing business with" the agency.

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/1990/ceo%2090-076.htm

B.3 CEO 77-65 (1977)

Even indirect benefit through a related entity is prohibited. The extension of a grant to a related entity constitutes "doing business" with one's agency under F.S. §112.313(7)(a).

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/1977/ceo%2077-065.htm

B.4 CEO 22-3 (2022)

Even where Section 112.313(7)(a) does not reach a spouse's independent business activity, Section 112.313(6) prohibits an official from corruptly using her position to benefit a spouse. Absent an articulable public purpose for the official's actions, the corrupt-intent element is met.

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/2022/ceo%2022-003.htm

B.5 CEO 23-1 (2023)

A city commissioner who helped create an ARPA-funded property improvement program and then applied for it had a prohibited conflict of interest. The program's "finite funding" and the commissioner's "involvement in creating the program" established the conflict.

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/2023/ceo%2023-001.htm

B.6 CEO 00-12 (2000)

A county commissioner who applied for housing rehabilitation grants administered by a county department violated F.S. §112.313(7)(a), even though staff, not the commission, selected individual recipients.

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/2000/ceo%2000-012.htm

B.7 CEO 89-44 (1989)

A city commissioner "may not in any way use your position to aid interactions with City personnel" regarding personal business matters. "Any efforts to speak with City employees on his behalf...may be violative of Section 112.313(6)."

https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/1989/ceo%2089-044.htm

EXHIBIT C

Commission Meeting Records

Source: CivicClerk portal and City Clerk records

All City Commission meetings are publicly available on the CivicClerk portal at `https://kissimmeefl.portal.civicclerk.com`. The following meetings are referenced in this complaint. Recordings, agendas, and minutes (where available) can be accessed at the links provided.

Date	Event	Relevant Actions
Dec 3, 2024	2013	Item 7.H: ARPA funds discussion. Mayor proposes expanding BOOST. Motion tabled.
Dec 17, 2024	2002	Item 8.F: Mayor moves to reallocate $1M to BOOST 2.0. Martinez absent.
Apr 15, 2025	2225	Item 8.A: BOOST 2.0 framework approved. No conflict-of-interest discussion.
Jul 1, 2025	2216	Item 7.J: Program areas approved on consent (16 seconds).
Sep 3, 2025	2218	Item 7.B: Mayor reallocates $375K to grant pool by consensus. States prior grant receipt.
Sep 16, 2025	2230	Mayor moves to adopt $310M budget (5–0). Legal dept increased to $1.9M.
Oct 7, 2025	2219	Mayor praises BOOST program while family applications pending.
Nov 18, 2025	2232	Mayor praises City Attorney. Revised budget approved 5–0. Fetzer appointed to Toho.
Dec 16, 2025	2233	Evans raises BOOST ethics issue publicly. Fetzer and mayor respond.
Jan 6, 2026	2322	Selective decorum enforcement. Evans silenced; Roman allowed. CE-26-00197 follows.
Jan 20, 2026	2380	Termination item does not appear on agenda despite Jan 13 notice. Citizens allege retaliation.
Feb 3, 2026	2369	City Attorney terminated on unagended motion (3–1). Martinez absent. Official minutes attached.

C.1 September 3, 2025: Mayor Redirects BOOST Funding and Describes Personal Outreach

At the first budget hearing, the Mayor pulled Item 7.B (Business Boost 2.0, UPSKILL Kissimmee) from the consent agenda. During discussion, she advocated for redirecting $375,000 from workforce training (UPSKILL and GrowthWheel) to the direct grant pool and for loosening application requirements. Selected transcript excerpts:

> **Mayor (00:30:59):** "I have about 17 tenants personally. And every last one of them I've asked, do you feel education would help you?"

> **Mayor (00:33:24):** "I was a recipient of funds from my businesses back when the COVID initially started."

> **Mayor (00:33:55):** "So I would like us to streamline the process for the application where we remove these unnecessary burdens. No DUNS numbers. If you were here during COVID, we know you're struggling. That's a no brainer."

> **Mayor (00:37:58):** "I've been on the portal several times and when I would hit the link to kind of forward it to the merchants..."

The reallocation was approved by informal consensus (head nods). No formal vote was taken. Commissioner Alvarez was absent. The application portal opened fourteen days later, on September 17, the same day the Mayor's family submitted three applications totaling $50,000.

C.2 October 7, 2025: Mayor Praises BOOST While Family Applications Pending

At approximately 02:00:20, during "Hear City Officials," the mayor stated:

> **Mayor (02:00:20):** "David Rodriguez and his team have been absolutely amazing with the Business Boost 2.0."

> **Mayor (02:00:51):** "Spread the word, people."

This was twenty days after her family submitted three grant applications totaling $50,000, and twenty-eight days before those grants were approved.

C.3 November 18, 2025: Mayor's Praise of City Attorney

At approximately 01:56:34, during "Hear City Officials," the mayor stated:

> "People don't even know how great it is to work with Olga. She's a straight shooter. I love that. All attorneys should be like her."

This was seventeen days before the termination notice and eleven days before the ethics warning. At the same meeting, Jeremy Fetzer was appointed to the Toho Water Authority Board (mayor nominated, Ortiz immediately seconded, 4–1).

C.4 December 16, 2025: BOOST Ethics Issue Raised Publicly

Three speakers addressed the BOOST grant ethics issue during "Hear the Audience" (00:29:24 to 00:44:50):

C.4.a Lillian Evans (00:37:01)

> "Public records show that the mayor personally received approximately $55,000 from this program."
> "In addition, businesses connected to the mayor's immediate family including her husband, her daughter. Also the funding was also [awarded to] Jeremy Fetzer and his wife who operates business connected to the same commercial plaza."
> "Florida law is clear that an elected official may not use their position to secure special financial benefit for themselves or their immediate family."

C.4.b Jeremy Fetzer (00:40:42, address: 120 Broadway Suite 304)

> "These are COVID funds which are federal funds which were passed through the Kissimmee government, and the government board here did not shape anything. They just passed the funding distribution and staff approved them."
> "If you look at state statute, you'd have to have a business relationship established for an ethical conflict. Which this was a pass-through, there was no deliverables from the grantee to the grantor which would establish a business relationship."
> "I would say that was defamatory statements which could be held liable in the court of law."

C.4.c Mayor Espinosa (00:42:55)

"As an echo of Mr. Fetzer's comments, I am gonna say that I'm more than happy to meet with you or anyone that has questions about those specific funds that were issued during COVID, not during my tenure as the mayor." "I will defend what's mine. I will defend my family in spite of the criticisms that are absolutely unfounded."

C.5 January 6, 2026: Selective Decorum Enforcement

Prior to public comment, Mayor Espinosa read the decorum policy and stated: "You will address us as a body, not as an individual." The actual decorum rules (Sec. 2-122(c), Exhibit A.3) provide that "all remarks and questions shall be addressed to the city commission as a whole and not to any individual member thereof." The ordinance does not prohibit mentioning a commissioner by name.

C.5.a Lillian Evans (Public Comment, 00:25:55)

Evans addressed the commission as a body. In the course of her remarks she mentioned the mayor by name:

Evans (00:25:55): "I am being targeted and retaliated against after questioning regarding the use of 2.0, a $50,000 in grant funds in connection to Jackie."

The mayor interrupted:

Mayor Espinosa (00:26:10): "Excuse me, I said you are not allowed to address us by name." [...] "You do that again and I am going to have to have you sit down. You do that a third time and I'm going to have to have you removed."

C.5.b Wanda Roman (Public Comment, 00:33:36)

Roman directly addressed the mayor personally:

Wanda Roman (00:33:36): "Miss Mayor Jackie Espinoza, thank you so much for all that you're doing and keep up the great job."

Roman was allowed to proceed without interruption.

C.5.c Commissioner Martinez (Hear City Commission, ~00:46:05)

Commissioner Martinez (00:46:28): "I felt very uncomfortable to see today that a person couldn't speak. [...] This is the city, this is the people's building, this is where they come and they bring concerns. [...] If we're doing it for one, I hope that this board maintains the same through the whole year."

Mayor Espinosa (00:49:08): "I am asking you to please understand that I allowed the speaker to speak provided she followed decorum rules and not named specifically my person or anyone in the audience, which is not acceptable."

C.5.d Mayor Espinosa (Hear City Commission, 00:55:26)

Ten days before code enforcement case CE-26-00197 was filed against Lillian Evans's property for "Dwelling in a R/V Trailer," the Mayor raised the subject unprompted during "Hear City Commission":

Mayor Espinosa (00:55:26): "City Manager, I do have a question for you. When people are renting out rooms in their homes, does that require a permit or anything like that when they're advertising all over social media that they have rooms for rent and all?"

Mayor Espinosa (00:56:29): "So just for the record, just in case we see people that are renting rooms and it should be within the compliance, not mobile homes that are being rented or RVs that are being rented and published all over the city?"

C.6 January 20, 2026: Public Retaliation Allegations

At the January 20 commission meeting, multiple citizens spoke during public comment alleging a pattern of retaliation against residents who questioned the Mayor's conduct. The City Attorney's termination, which had been noticed for this meeting, did not appear on the agenda.

C.6.a Lillian Evans (Public Comment)

Lillian Evans: "After raising questions about matters of public records and the use of public funds, I have faced retaliation. I have been bullied on social

media, publicly targeted and now I had the city code enforcement appear at my private property."

C.6.b Jose Barreto (Public Comment, 00:22:42)

Jose Barreto (00:22:42): "I am here today with the story retaliation and I believe that being enabled is not our right to encourage by this board."

Jose Barreto (00:22:51): "My wife, my family and I have personal experiences. We are not observers. We are victims of what happened when residents refused to follow the line."

Jose Barreto (00:23:07): "What is happening is not about one incident or one person. It's about a pattern of conduct by this board. Silence when retaliation occurs. Complicity when residents are target."

Jose Barreto (00:24:12): "I know why no residents come over here because of fear. Fears of retaliation, fears of being targeted... And that fear exists because all the board allow it to exist."

C.6.c Olga Cariño (Public Comment, 00:25:47)

Olga Cariño (00:26:06): "I attended the last meeting and I was a witness was deeply troubling. I saw the way this board treat a constituent... I heard comments made regarding Lillian Evans, especially about rooms, trailers and RVs on her property. Shortly after those comments, code enforcement begin targeting her home. That is not a coincidence. That is retaliation."

Olga Cariño (00:26:47): "This is an abuse of power and authority. Government should never be weaponized against the people it serves, especially against simply asking questions or demanding transparency."

Olga Cariño (00:27:13): "His repeated presence at these meetings appear less about public input and more about monitoring residents who speak out

and attempting to discredit or intimidate them. That pattern is not lost on the public."

C.7 February 3, 2026: Termination of City Attorney

The official signed minutes (available on CivicClerk, Event 2369) document that the termination motion was raised under Item 9.C ("Hear City Commission"), after the public comment period (Item 6) had closed, with Commissioner Martinez absent. The motion was recorded as carried 3–1 (Alvarez, Espinosa, Ortiz aye; Eady nay). The termination of the City Attorney did not appear on the published agenda.

Mayor Espinosa (00:59:17): "I've requested for the city attorney to resign or we have decisions to make."

Mayor Espinosa (00:59:40): "I come to you today after more than a year of thoughtful consideration, observations and review."

Mayor Espinosa (01:00:48): "So we have an overage in the budget of 6.2 million."

Mayor Espinosa (01:08:53): "I'd like to call a motion for the termination of the attorney and I'd like to know if I have a second or if I have support from you all."

Commissioner Ortiz (01:09:01): "I second the motion." *(immediate)*

Mayor Espinosa (01:21:52): "I was tempted to do this during the holidays, and I didn't."

City Attorney Sanchez de Fuentes (01:06:51): "However, under whistle-blower and retaliation, I would be entitled to more if I sue the city."

Mayor Espinosa (01:24:57): "I'm going to call a motion for the termination of the city attorney of Kissimmee. Do I have a second?"

Commissioner Ortiz (01:25:01): "I second the motion." *(interrupting)*

Commissioner Alvarez (01:25:10): "I second that termination based on what's going on here."

Mayor Espinosa (01:25:25): "Vice Mayor I need your answer, is it yea or nay?"
Vice Mayor Eady: "Nay."
Mayor Espinosa: "Nay. Thank you. We have three to one. Thank you. I appreciate it, we'll move on to my next item."

Public comment period: 00:29:12.

Consent agenda (public comment closed): 00:38:50.

No formal vote was conducted. Under Robert's Rules of Order (RONR 12th ed., §4:11), a second "merely implies that the seconder agrees that the motion should *come before the meeting*, and not that he necessarily favors the motion." A second is not a vote. After receiving seconds from Commissioners Ortiz and Alvarez, the Mayor did not call for discussion, did not call for a vote, and did not conduct a roll call. She asked Vice Mayor Eady for "yea or nay," treated the two seconds as affirmative votes, announced "three to one," and moved on. The motion to terminate the City Attorney was never properly voted on.

Vote Recorded on Official Minutes: Aye: Mayor Espinosa, Commissioner Ortiz, Commissioner Alvarez (3). Nay: Vice Mayor Eady (1). Absent: Commissioner Martinez.

C.8 March 10, 2026: Commission Strategic Planning Retreat Continuation

On March 10, 2026, the commission held a continuation of its annual strategic planning retreat. During the retreat, the commission discussed public comment procedures, decorum, and the constitutionality of their existing rules. The following excerpts are from Part 2 of the retreat recording.

Source: strategic-planning-retreat-part2.m4a, PRR2026-307.

C.8.a Mayor Acknowledges City Attorney's Constitutional Warning (00:10:34)

Giving background:

> **City Manager Mike Steigerwald (00:10:34):** "... one of them is to address individuals as opposed to the body and then they got an email from Olga that said, that's not constitutional."

The City Manager is referring to the January 12, 2026 email from City Attorney Sanchez de Fuentes (Exhibit I.16), in which the City Attorney advised that restricting critical speech while allowing complimentary speech was unconstitutional. The Mayor received and understood this advice before she terminated the City Attorney on February 3.

C.8.b Mayor Asks for Clarification (00:11:25)

The Mayor sparked a conversation about the constitutionality of the city's Decorum rules.

> **Mayor Espinosa (00:11:25):** "Is that the decision we make, or is that just violation of the First Amendment? [...] I would like clarity on it."

C.8.c Interim City Attorney Confirms the Code is Unconstitutional (00:15:41)

> **Interim City Attorney Kalanit Oded (00:15:17):** "Here's the thing, anybody can get to the podium and say whatever they want for three minutes. Period. What it says in our code, is really not consistent with first *[garbled]*. Sorry, I don't wanna be, you know, I haven't researched it but that struck me as something that's in our code that should not be how it is worded. You cannot limit what a speaker says. You can't."

The interim City Attorney, appointed after the termination of Sanchez de Fuentes, independently reached the same conclusion as her predecessor: the city's decorum rules, as written and as enforced, are unconstitutional.

EXHIBIT D

BOOST 2.0 Grant Applications — Espinosa Family Businesses

Source: PRR2025-1610 (42 PDFs)

D.1 The Three Espinosa Family Grants

Case	Business	Owner	Grant	2019 Rev.
31054	Kissimmee Diner dba Matador Tacos & Tapas	Jorge E. Espinosa (100%)	$15,000	$453,753
31059	Adanse LLC (dba Chandeliers Ball-room)	Eva Espinosa (100%)	$20,000	$63,812
31081	The Real Estate Gallery LLC	Jorge E. Espinosa (100%)	$15,000	$69,556
		Total	**$50,000**	

$50,000 of $255,000 first-batch awards = **19.6%** — the largest concentration to any single family.

D.2 Coordinated Filing

- **All three applications submitted:** September 17, 2025, through a single portal account (info@kissimmeediner.com, labeled "Jorge Kissimmee Diner" in the system)
- **All three notarized by:** Cecilia Gonzalez (Commission HH 505235), October 27, 2025
- **All three electronic funds transfer (EFT) forms dated:** October 25, 2025
- **All three approved:** November 4, 2025
- **Bank for all three:** SouthState Bank

D.3 Mayor Directly Identified on Applications

Document	Name Used	Field
Adanse vendor request form	Eva Jacquelyn Espinosa	Contact person
Adanse contact information	info@jackieespinosa.com	Email address
Adanse lease (tenant)	Eva Jacquelyn Espinosa	Named tenant

Adanse affidavit	Eva J Espinosa	Affiant/owner

D.4 Adanse Lease Structure (Self-Dealing)

- **Landlord:** Espinosa Family Trust (trustees: Jorge and Eva Espinosa)
- **Tenant:** Adanse LLC AND Jailene Espinosa AND Eva Jacquelyn Espinosa
- **Rent:** $3,000/month
- **Security deposit:** $0.00

D.5 False Sworn Statement

The Adanse LLC affidavit (sworn 10/27/2025) claims formation date "02/2017." SunBiz records show Adanse LLC (L20000074454) was not filed until **March 6, 2020**. The application also reports 2019 revenue of $63,812 for an entity that did not legally exist until 2020.

D.6 Case 31054: Kissimmee Diner (Matador Tacos & Tapas)

A. Contact Information

Completed by info@kissimmeediner.com on 9/17/2025 11:24 AM

Case Id: 31054
Name: Kissimmee Diner dba Matador Taco & Tapas -
Address: 120 Broadway Ave, Suite 103, Kissimmee , FL

A. Contact Information

Please provide the following information.

PRIMARY OWNER INFORMATION

A.1. First Name
Jorge

A.2. Middle Name
E

A.3. Last Name
Espinosa

A.4. Home Address
120 Broadway Suite 201 Kissimmee, FL 34741

A.5. Phone
[redacted]

A.6. Email
info@kissimmeediner.com

A.7. Percent of Ownership
100.00%

CO-OWNER INFORMATION

A.8. First Name

A.9. Middle Name

A.10. Last Name

A.11. Home Address

A.12. Phone

A.13. Email

A.14. Percent of Ownership
100.00%

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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.	1

B. Business Information

Completed by info@kissimmeediner.com on 9/17/2025 11:36 AM

Case Id: 31054
Name: Kissimmee Diner dba Matador Taco & Tapas -
Address: 120 Broadway Ave, Suite 103, Kissimmee , FL

B. Business Information

Please provide the following information.

B.1. Legal Name of Business
Kissimmee Diner

B.2. Fictitious Business Name (Doing Business As)
Matadors Tacos & Tapas

B.3. Federal Employer Identification Number (FEIN)
Tax Information Federal

B.4. Business Entity/Type
S-Corp

B.5. Business Address
120 Broadway Ave Suite 103 Kissimmee , FL 34741

B.6. Business Phone Number
(407) 777-9767

B.7. Square footage
3909

B.8. Date started operations
09/06/2017

B.9. Is this a Home-Based Business?
No

B.10. Business Revenues in 2019
$453,753.00

B.11. Number of Employees as of date of application
6

B.12. Does your business have more than one location in City of Kissimmee?
No

B.13. Main Location
120 Broadway Suite 102-103, Kissimmee, Fl 34741

B.14. Square footage of main location
3909

B.15. Addresses of additional business locations, if applicable
114 Broadway is now the event area for Matador. 1,825 additional square foot area.

B.16. Describe Primary Industry or Business Type and Function
restaurant

B.17. Number of employees as of March 1st, 2020
12

B.18. Number of employees as of December 30, 2024
6

B.19 The following is voluntary, and will be used for statistical purposes only.
Is the applicant classified in any of the following categories? (Select all that apply)

- [x] **Veteran-Owned**
- [ ] **Woman-Owned**
- [ ] **White-Owned**
- [x] **Hispanic or Latino-Owned**
- [ ] **Black or African American-Owned**
- [ ] **Middle Eastern or North African-Owned**
- [ ] **Indigenous or Native American-Owned**
- [ ] **Asian-Owned**

If Other, please specify:

- [ ] **Prefer not to answer**

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Tax Information / Federal	F.S.S. 192.105(1) - Unlawful disclosure of federal tax information; penalty. It is unlawful for any person to divulge or make known federal tax information obtained pursuant to 26 U.S.C. s. 6103, except in accordance with a proper judicial order or as otherwise provided by law for use in the administration of the tax laws of this state, and such information is confidential and exempt from the provisions of s. 119.07(1).	1

D.7 Case 31059: Adanse LLC (Chandeliers Ballroom)

A. Contact Information

Completed by info@kissimmeediner.com on 9/17/2025 12:28 PM

Case Id: 31059
Name: Adanse, llc - 2025
Address: 17-19 Broadway Avenue, Kissimmee, FL 34741

A. Contact Information

Please provide the following information.

PRIMARY OWNER INFORMATION

A.1. First Name
Eva

A.2. Middle Name

A.3. Last Name
Espinosa

A.4. Home Address
120 Broadway Ave KISSIMMEE, FL 34741

A.5. Phone
[redacted]

A.6. Email
info@jackieespinosa.com

A.7. Percent of Ownership
100.00%

CO-OWNER INFORMATION

A.8. First Name

A.9. Middle Name

A.10. Last Name

A.11. Home Address

A.12. Phone

A.13. Email

A.14. Percent of Ownership
0.00%

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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.	1

B. Business Information

Completed by info@kissimmeediner.com on 9/17/2025 12:36 PM

Case Id: 31059
Name: Adanse, llc - 2025
Address: 17-19 Broadway Avenue, Kissimmee, FL 34741

B. Business Information

Please provide the following information.

B.1. Legal Name of Business
Adanse, LLC

B.2. Fictitious Business Name (Doing Business As)
n/a

B.3. Federal Employer Identification Number (FEIN)
[redacted]

B.4. Business Entity/Type
LLC

B.5. Business Address
17-19 Broadway Avenue Kissimmee, FL 34741

B.6. Business Phone Number
(407) 963-7710

B.7. Square footage
6628

B.8. Date started operations
02/21/2017

B.9. Is this a Home-Based Business?
No

B.10. Business Revenues in 2019
$63,812.00

B.11. Number of Employees as of date of application
12

B.12. Does your business have more than one location in City of Kissimmee?
No

B.13. Main Location
17-19 Broadway Avenue, Kissimmee, Fl. 34741

B.14. Square footage of main location
6628

B.15. Addresses of additional business locations, if applicable

B.16. Describe Primary Industry or Business Type and Function
entertainment and venue

B.17. Number of employees as of March 1st, 2020
12

B.18. Number of employees as of December 30, 2024
6

B.19 The following is voluntary, and will be used for statistical purposes only.
Is the applicant classified in any of the following categories? (Select all that apply)

- ☐ **Veteran-Owned**
- ☐ **Woman-Owned**
- ☐ **White-Owned**
- ☑ **Hispanic or Latino-Owned**
- ☐ **Black or African American-Owned**
- ☐ **Middle Eastern or North African-Owned**
- ☐ **Indigenous or Native American-Owned**
- ☐ **Asian-Owned**

If Other, please specify:

☐ **Prefer not to answer**

D.8 Case 31081: The Real Estate Gallery LLC

A. Contact Information

Completed by info@kissimmeediner.com on 9/17/2025 11:20 PM

Case Id: 31081
Name: The Real Estate Gallery LLC - 2025
Address: 120 Broadway , Suite 201 , Kissimmee , FL 34741

A. Contact Information

Please provide the following information.

PRIMARY OWNER INFORMATION

A.1. First Name
Jorge

A.2. Middle Name
E

A.3. Last Name
Espinosa

A.4. Home Address
120 Broadway Suite 201 Kissimmee, FL 34741

A.5. Phone
Current Commissioner's Partial Home Address / Telephone Numbers

A.6. Email
info@realestate-gallery.com

A.7. Percent of Ownership
100.00%

CO-OWNER INFORMATION

A.8. First Name

A.9. Middle Name

A.10. Last Name

A.11. Home Address

A.12. Phone

A.13. Email

A.14. Percent of Ownership
0.00%

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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.	1

B. Business Information

Completed by info@kissimmeediner.com on 9/17/2025 11:36 PM

Case Id: 31081
Name: The Real Estate Gallery LLC - 2025
Address: 120 Broadway , Suite 201 , Kissimmee , FL 34741

B. Business Information

Please provide the following information.

B.1. Legal Name of Business
The Real Estate Gallery, LLC

B.2. Fictitious Business Name (Doing Business As)
The Real Estate Gallery, LLC

B.3. Federal Employer Identification Number (FEIN)
[redacted]

B.4. Business Entity/Type
LLC

B.5. Business Address
120 Broadway Suite 201 Kissimmee , FL 34741

B.6. Business Phone Number
(407) 963-8816

B.7. Square footage
2750

B.8. Date started operations
01/01/2014

B.9. Is this a Home-Based Business?
No

B.10. Business Revenues in 2019
$69,556.00

B.11. Number of Employees as of date of application
6

B.12. Does your business have more than one location in City of Kissimmee?
No

B.13. Main Location
120 Broadway, 201-204 Kissimmee, Fl. 34741

B.14. Square footage of main location
2750

B.15. Addresses of additional business locations, if applicable

B.16. Describe Primary Industry or Business Type and Function
Real Estate Brokerage

B.17. Number of employees as of March 1st, 2020
25

B.18. Number of employees as of December 30, 2024
6

B.19 The following is voluntary, and will be used for statistical purposes only.
Is the applicant classified in any of the following categories? (Select all that apply)

- ☐ **Veteran-Owned**
- ☐ **Woman-Owned**
- ☐ **White-Owned**
- ☑ **Hispanic or Latino-Owned**
- ☐ **Black or African American-Owned**
- ☐ **Middle Eastern or North African-Owned**
- ☐ **Indigenous or Native American-Owned**
- ☐ **Asian-Owned**

If Other, please specify:

☐ **Prefer not to answer**

D.9 Business Tax Receipt (BTR) Self-Dealing (June 9, 2025)

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: Craig Holland <CRAIG.HOLLAND\@kissimmee.gov>
Date: June 9, 2025, 3:37 PM

Subject: Follow up

Hello Craig,

Just following up on my own BTR and how to proceed with the Vault's BTR. I know everyone is busy but want to make sure I am ahead of my to do list.

Thanks a bunch.

Jackie

Sent from my iPad

Source: PRR2026-188

From: Craig Holland <CRAIG.HOLLAND\@kissimmee.gov>
To: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: June 9, 2025, 2:40 PM

Subject: Re: Follow up

You can go ahead and apply for the BTR online or in person.

Refer to my email last week about serving alcohol at the Vault.

Let me know if you have any more questions.

Have a great night.

Craig Holland, AICP
Development Services Director

Source: PRR2026-188 (quoted in mayor's reply)

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: Craig Holland <CRAIG.HOLLAND\@kissimmee.gov>
Date: June 9, 2025, 7:51 PM

Subject: Re: Follow up

Thanks Craig and my apologies as I only received the one for the contractor. I did have my tablet there at IT cause for almost two days I was having email issues.

Can you please resend the one for the Vault? Thanks again

Jackie

Get Outlook for iOS

Source: PRR2026-188

Craig Holland is the Development Services Director who regulates business tax receipts. The Mayor directly emailed a department head to process her own personal business licenses, and then followed up the same evening requesting he resend information about alcohol licensing for the Vault. This is a Charter Section 9 concern.

D.10 Grant Advocacy for Personal Tenant (December 4, 2025)

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: David Rodriguez <David.Rodriguez\@kissimmee.gov>
Date: December 4, 2025, 11:39 AM

Subject: Re: All Family Resources

Hey David, is there anything I can do to help out Deborah Rosado, owner of All Family Resources, LLC?

Source: PRR2026-188

Rosado's business was located at 120 Broadway, the mayor's commercial property, from 2018 through 2023. This email was sent the day before the City Attorney's ethics warning.

D.11 Continued Advocacy After Ethics Warning (December 5, 2025, 12:54 PM)

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: Debra R <debrar891\@gmail.com>
Date: December 5, 2025, 12:54 PM

Ms. Rosado, please know we are working diligently to see this grant get approved and funded soon.

Source: PRR2026-188

This email was sent five minutes after the mayor acknowledged the City Attorney's ethics warning (12:49 PM). The mayor continued the very conduct the City Attorney had just flagged.

D.12 Financial Audit of City Attorney's Office (January 14, 2026)

One day after issuing the formal termination notice (January 13, 2026), the mayor ordered a comprehensive ten-year financial audit of the City Attorney's Office through the City Manager. Finance produced a 24-page report.

Source: PRR2026-188. The financial audit directive initiated the compilation of over 1,000 documents into "Document Request (JE) 2026.01.23."

D.13 Mayor's Complaint Letter to City Manager (January 28, 2026)

Mike Steigerwald

From:	Jackie Espinosa
Sent:	Wednesday, January 28, 2026 5:03 PM
To:	Mike Steigerwald
Subject:	Document- City Manager - concerns with regard to city attorney .docx
Attachments:	Document- City Manager - concerns with regard to city attorney .docx

City Manager,

Please acknowledge receipt of my letter indicating my concerns with regard to city attorney referencing a thorough year of observations and concerns,

Please note you can share this with whomever you deem necessary.

Respectfully,

Jackie Espinosa
Mayor, City of Kissimmee

1

City Manager,

After more than a year of careful consideration, observation, and review, I have developed serious and ongoing concerns regarding the City Attorney's capability, judgment, responsiveness, and overall quality of work.

I believe it is important to provide a clear account of the sequence of events that led to these concerns.

My first significant concern arose during the 2024 election qualification process, when the City Attorney advised that a sitting Commissioner could participate in a vote certifying a candidate who was that Commissioner's paid client. The candidate had submitted payment on an invoice within thirty days of the vote. In my view, this constituted an active business relationship and presented a clear conflict-of-interest concern.

Additionally, the same candidate failed to establish residency as required under the City Charter and Code, as no utility documentation or comparable proof was provided. Despite these deficiencies, clear and sound legal guidance was not provided to the Commission. This resulted in an ethics complaint and unnecessarily exposed the City to legal and reputational risk.

Regrettably, this incident was not isolated.

Over the past ten years, the City of Kissimmee has expended millions of taxpayer dollars on outside legal counsel despite employing three full-time City Attorneys and the City Attorney holding a special designation in municipal government law. Even after prior Commissions approved additional staffing within the Legal Department, expenditure on outside council continued to increase rather than decrease. This raises serious concerns regarding departmental efficiency, internal capacity, oversight, and fiscal stewardship.

Furthermore, the City Attorney issued an opinion allowing a sitting Commissioner to receive a one-of-a-kind annual special events permit to close a city street for the purpose of generating personal business profit, concluding that no conflict of interest existed. This determination raised significant governance and ethical concerns and undermined public confidence in the integrity of the City's decision-making process.

Beyond these matters, the city has received numerous internal and external complaints regarding unresponsiveness, prolonged delays, and repeated failures to meet established timelines. These delays have directly resulted in financial losses, project setbacks, and increased legal costs borne by our development partners and taxpayers.

These concerns include, but are not limited to, the following:

- Repeated complaints from the Kissimmee Gateway Airport Hotel development partner regarding ongoing delays and a lack of timely legal coordination, which negatively impacted project progress and planning.

- Failures involving the Kissimmee Police Department, including the Fraternal Order of Police labor agreement not being transmitted by the City Attorney's Office to the Finance Department. This omission resulted in delayed salary increases for sworn officers, occurring just prior to the Christmas holiday and causing significant hardship and frustration among personnel.
- Significant delays in the Live Local Act development with Alliance Companies at Lakeside Estates, which not only disrupted the developer's project timeline but also forced the City to incur additional outside legal expenses as a direct result of internal inaction.
- Additionally, during the December 16, 2025, City Commission meeting, under Agenda Item 7D concerning the Lakeside Fire Station and Durbin Park Community Center contract, I requested legal guidance. The response provided was, "This is your meeting." That statement reflected a failure to fulfill the professional and contractual obligations owed to the Commission and to the residents of this City, particularly at a time when legal counsel was both necessary and appropriate. While technically true, this response falls short of the professional support and procedural guidance that should be provided by the board's legal and parliamentary advisor.
- Further concerns include the City Attorney's failure to notify the Commission of scheduled absences, vacations, or any delegation of authority. This lack of communication has created gaps in legal oversight and compromised the continuity of operations, exposing the City to unnecessary risk.
- More recently, matters involving the Kissimmee Police Department have escalated. The City Attorney failed to provide appropriate guidance and support to our newly appointed Police Chief during a critical period of transition. In addition, during our routine briefing prior to a commission meeting, the City Attorney made personal and disparaging remarks that I found to be unprofessional, inappropriate, and inconsistent with the standards of conduct expected of the City's chief legal officer. "You are going to take his side, a chief that just got here a few months ago over us, over me, that has been here 11 years?" ... This underscores the city attorney's inability to remain unbiased because of the brief tenure of our newly appointed chief. Amongst other comments made at that specific meeting.
- Additionally, the quality of communication and preparation from legal counsel has been consistently inadequate. Scripts that are meant to ensure orderly, precise, and procedurally sound meetings have been flawed on at least five separate occasions. These errors have included omitted agenda items, duplicated language from prior scripts, and inaccurate or incomplete procedural guidance. Such mistakes demonstrate a lack of attention to detail and professional diligence. They are not minor oversights; they directly undermine the integrity and flow of our meetings. As Chair, this places me in an unnecessarily difficult and embarrassing position, compromising my ability to lead meetings with the level of confidence,

order, and professionalism that our residents and fellow commissioners rightfully expect.

Compounding these issues was the failure to properly manage and advise the City on a federally governed statutory process, thereby placing the City at unnecessary and avoidable legal risk.

Most troubling is a recent credible allegation involving the unauthorized distribution of City documents to members of the media without approval, allegedly for personal benefit and in a manner that caused reputational harm to the City of Kissimmee. If substantiated, such conduct would constitute a serious violation of city policy, **professional ethical standards**, and the fundamental trust placed in the City's Chief Legal Officer.

Taken collectively, the repeated failures in legal judgment, ineffective departmental management, excessive reliance on outside counsel, breakdowns in responsiveness, significant governance and ethical concerns, and the alleged unauthorized release of confidential City records have led me to lose confidence in the City Attorney's ability to effectively, ethically, and competently fulfill the duties of her office.

These matters reflect not isolated errors, but a sustained pattern of conduct that exposes the City to legal, financial, and reputational risk and undermines the integrity of our governance process.

Additionally, I have documented several of the concerns outlined herein through my most recent Public Records request and the findings obtained as a result of that review. These records substantiate the issues I have raised. I am prepared to provide all supporting documentation upon request.

I do not make this statement lightly. Serving as Mayor requires making difficult decisions, especially when they involve senior leadership. However, my foremost responsibility is to protect the integrity of our government, preserve the trust of our residents, ensure the proper stewardship of taxpayer dollars, and uphold the professional operation of this organization.

For these reasons, I believe it is in the best interest of the City of Kissimmee to move in a new direction.

This communication is submitted for the confidential review of outside legal counsel retained to advise the City on an appropriate, lawful, and orderly exit strategy.

Respectfully,

Jackie Espinosa
Kissimmee Mayor

EXHIBIT E

SunBiz Corporate Records: Espinosa Family Entities

Source: Florida Division of Corporations (sunbiz.org)

All filings are publicly available at `https://search.sunbiz.org/Inquiry/CorporationSearch/ByDocumentNumber` using the document numbers below.

Entity	Document #	Filed	Status
Adanse LLC	L20000074454	03/06/2020	Active
Kissimmee Diner Inc.	P17000074426	09/07/2017	Active
The Real Estate Gallery LLC	L13000145620	10/16/2013	Active
FL Mortgage Professionals LLC	L16000038907	02/24/2016	Vol. dissolved 01/22/2025
Adanse Production Corp	P17000017058	02/21/2017	Admin dissolved 09/28/2018
All Family Resource Center Service Inc.	N21000007153	06/14/2021	Admin dissolved 09/22/2023

E.1 Adanse LLC (L20000074454)

Managers listed as Eva J Espinosa and Jorge E Espinosa. Principal address: 17–19 Broadway. Filed March 6, 2020 — nearly three years after the "02/2017" formation date sworn on the BOOST application affidavit.

E.2 Adanse Production Corp (P17000017058)

A separate, legally distinct entity. Filed February 21, 2017. Administratively dissolved September 28, 2018. Listed on the mayor's 2024 Form 1 as a current income source despite having been dissolved for over six years.

E.3 The Real Estate Gallery LLC (L13000145620)

Active since October 2013. Principal address: 120 Broadway Suite 201. Manager: Jorge E Espinosa. **Not disclosed on the mayor's 2024 Form 1** despite over a decade of operation from the mayor's building and receipt of a $15,000 BOOST grant.

E.4 FL Mortgage Professionals LLC (L16000038907)

Voluntarily dissolved January 22, 2025. Dissolution signed by Eva Jacquelyn Espinosa. Held the highest tangible personal property value ($12,998) in the 120 Broadway building. Not disclosed on the 2024 Form 1 despite being active throughout the disclosure period.

E.5 All Family Resource Center Service, Inc. (N21000007153)

Predecessor nonprofit to All Family Resource Ctr., LLC ($10,000 BOOST grant, Case 31171). Officers listed on the formation filing: Executive President Debra Rosado; **Secretary Eva J. Espinosa** (120 Broadway Ave Suite 204). Principal address is the mayor's commercial property. Administratively dissolved September 22, 2023.

EXHIBIT F

Mayor's 2024 Form 1 Financial Disclosure

Source: Florida Board of Ethics (disclosure.floridaethics.gov)

The mayor's 2024 Form 1 financial disclosure (filed June 30, 2025) contains the following relevant entries:

F.1 Disclosed Primary Income Sources

1) City of Kissimmee Mayor (101 Church Street)
2) Adanse Productions dba Chandeliers Ballroom & Event Center (19 Broadway)
3) Kissimmee Diner dba Matador Tacos and Tapas Bar (120 Broadway)
4) Plaza Espinosa dba 120 Broadway (120 Broadway) — Property Manager

F.2 Disclosed Business Interest

Kissimmee Diner aka Matador Tacos & Tapas — Vice President, more than 5% ownership

The complete Form 1 is publicly available at `https://disclosure.floridaethics.gov/PublicSearch/Filings` (search: Eva Jacquelyn Espinosa, 2024 filing, 5 pages).

EXHIBIT G

Property Appraiser Records
120 Broadway Avenue and 17 Broadway

Source: Osceola County Property Appraiser

120 Broadway Avenue	**17 Broadway**
Parcel: 22-25-29-2170-0019-0010	Parcel: 22-25-29-2170-0010-0070
Owner: Espinosa Jorge E & Espinosa Eva J	Owner: Espinosa Family Trust (Jorge E TR, Eva J TR)
Tax District: 200 (Kissimmee)	Tax District: 200 (Kissimmee)
Type: Multi-Story Office Building	Type: Retail Strip Center
Sq Ft: 12,502	Sq Ft: 7,591
Ownership: Personal	Ownership: Family Trust

120 Broadway and 17 Broadway are separate parcels. 120 Broadway is owned personally by the mayor and her husband. 17 Broadway (which includes 19 Broadway, the location of Adanse LLC / Chandeliers Ballroom) is held in the Espinosa Family Trust. Jorge E. Espinosa and Eva J. Espinosa are the trustees of the Espinosa Family Trust.

Property records are publicly available through the Osceola County Property Appraiser at `https://search.property-appraiser.org/Search/MainSearch` using the parcel numbers above.

G.1 Deed Records

The following deed documents were submitted as part of the BOOST 2.0 grant applications (PRR2025-1610).

Prepared by:
Tammy M. Bowers
Fidelity Land Title & Escrow
908 Mabbette Street
Kissimmee, Florida 34741

File Number: F04-1135

LARRY WHALEY 2P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004084968 OR 2498/2784
HLG Date 04/29/2004 Time 14:28:06

DOC STAMPS: 6,825.00

General Warranty Deed

Made this April 28, 2004 A.D. By Richard T. Pearce, a married man and George Y. Ganeko, Jr., a married man, 92-990 Puanihi St., Kapolei, HI 96707-1323, hereinafter called the grantor, to Jorge E. Espinoza and Eva J. Espinoza, husband and wife, whose post office address is:
14136 Vasconia Ct., Orlando, Florida 32837
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, viz:

See Attached Schedule A

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 12252921700019001O

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name: Rhonda Lipke

Witness Printed Name: Stephanie Durkin

Richard T. Pearce (Seal)
Richard T. Pearce
Address: 92-990 Puanihi St., Kapolei, HI 96707-1323

George Y. Ganeko, Jr. (Seal)
George Y. Ganeko, Jr.
Address: 2124 Kuhio Hwy Lot 1, Port Allen City, HI 96782

State of Hawaii
County of Honolulu

The foregoing instrument was acknowledged before me this April 28, 2004, by Richard T. Pearce, a married man and George Y. Ganeko, Jr., a married man, who is/are personally known to me or who has produced _____ as identification.

Notary Public
Print Name: Catherine D. K. Hockala
My Commission Expires: Commission Expires: 8-26-05

CATHERINE D.K. HOCKALA NOTARY PUBLIC STATE OF HAWAII

DEED Individual Warranty Deed with Non-Homestead Legal on Schedule A
Closers' Choice

Prepared by & Return To:
Jazmin Vazquez-Rolon
Simply Title, LLC
323 Pleasant Street
Kissimmee, FL 34741

AFFIDAVIT OF CERTIFICIATION OF TRUST

Florida Statute §736.1017

BEFORE ME, personally appeared, **Jorge E. Espinosa and Eva J. Espinosa, Husband and Wife, Individually and as Trustees, under Espinosa Family Trust dated March 25th, 2023,** and who, being duly sworn does, swear, and certify on this 10th day of May 2024 as follows:

1. Affiants are over 18 years of age and have personal knowledge of the facts stated herein this Affidavit of Certification of Trust.

2. Affiants hereby certify that Affiants have read the full facts of this Affidavit of Certification of Trust and fully understand its context.

Affiants are (the "Trustees") under that unrecorded Espinosa Family Trust dated March 25th, 2023 (the "Trust").

1. The Trust was executed on March 25th, 2023, and is valid, in good standing, and currently exists.

2. The Settlors of the Trust are Jorge E. Espinosa and Eva J. Espinosa as Trustees.

3. The current name(s) and address(es) of the current trustee(s) is/are Jorge E. Espinosa and Eva J. Espinosa who resides at [redacted] Kissimmee, FL 34741.

4. The Trustee is the owner of and has the power to sell, refinance, convey, purchase, encumber all real property owned by the Trust pursuant to the portions of the Trust attached here as and made a part hereof by reference.

BEGINNING AT THE NORTH CORNER OF LOT 7, BLOCK 10, OF THE SOUTH FLORIDA RAILROAD COMPANY'S PLOT OF THE TOWN OF KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST BOUNDARY OF SAID LOT TO BROADWAY STREET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID BROADWAY STREET 50 FEET; THENCE NORTH 47 DEGREES WEST TO STEWART AVENUE; THENCE NORTH ALONG STEWART AVENUE TO THE POINT OF BEGINNING. SAID LAND BEING THE MOST NORTHEASTERLY 50 FEET OF LOT 7, BLOCK 10 OF SOUTH FLORIDA RAILROAD COMPANY'S PLOT OF THE TOWN OF KISSIMMEE CITY.

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 08/05/2024 09:23:49 AM RECEIPT # 2940708
Rec Fees 18.50 EXTRA NAMES
CFN# 2024100825 BK 6644 PG 1265 PAGE 1 OF 2

5. The Trust has not been revoked in any manner that would cause the representations contained in this Affidavit of Certification of Trust to be incorrect.

6. That this Affidavit is made for the purpose of inducing Simply Title, LLC and WFG National Title Insurance Company to issue a title insurance policy in connection with the Property described herein.

7. Affiants are familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida aforesaid for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NOT.

Jorge E. Espinoza Individually and as Trustee, under Espinoza Family Trust dated March 25th, 2023.

Eva J. Espinoza Individually and as Trustee, under Espinoza Family Trust dated March 25th, 2023.

State of Florida
County of Osceola

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [ ] online notarization, this 10th day of May, 2024 by **Jorge E. Espinoza and Eva J. Espinoza, Husband and Wife, Individually and as Trustees, under Espinoza Family Trust dated March 25th, 2023,** who [ ] are personally known or [X] have produced driver licenses as identification.

{Seal}

Nathalie Pacheco
Notary Public
State of Florida
Comm# HH126998
Expires 5/28/2025

Notary Public

Print Name:_____

My Commission Expires:_____

CFN# 2024100825 OFFICIAL RECORDS O DOC_TYPE TRUST BK 6844 PG 1266 PAGE 2 OF 2

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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.	1

EXHIBIT H

Campaign Finance Records: Espinosa Political Network

Source: Osceola County Supervisor of Elections

The following records are from Mayor Espinosa's 2024 mayoral campaign filing, publicly available through the Osceola County Supervisor of Elections at `https://voteosceola.gov`. Campaign finance reports can be accessed through the VoterFocus system (candidate account ca=594).

H.1 Mai Solutions LLC

Date	Amount	Type	Description
Dec 26, 2023	$500	Expenditure	"Campaign consultant." Payee: Mai Solutions, 120 Broadway Suite 304. Mai Solutions is operated by Cortnie Fetzer, the wife of Jeremy Fetzer.

H.2 Wanda Roman

Date	Amount	Type	Description
May 2, 2023	$400	In-kind contribution	"Merchandise for campaign." Wanda Roman, 120 Viola Street, Kissimmee. Business owner.
Apr 30, 2024	$700	Contribution	Wanda and Rolando Ivette Roman Pizarro, 120 Viola Street, Kissimmee. Listed as "entrepreneur."

The Mayor's campaign also paid WR The Embroidery for campaign materials:

Date	Amount	Type	Description
Jun 26, 2024	$185.79	In-kind contribution	WR Embroidery, 17 B Broadway. "smallbusiness."
Sep 30, 2024	$330.00	Expenditure	WR Embroidery, 17B Broadway. "Print material and shirts."
Oct 21, 2024	$250.00	Expenditure	WR Embroidery, 17B Broadway. "Volunteer shirts."

Oct 28, 2024	$74.20	Expenditure	WR Embroidery, 17 Broadway Suite C. "shirts."
Nov 12, 2024	$200.00	Expenditure	WR Embroidery, 17B Broadway. "car magnets."
Nov 19, 2024	$250.00	Expenditure	WR Embroidery, 17B Broadway. "signs."
Dec 24, 2024	$100.00	Expenditure	WR Embroidery, 17B Broadway. "tshirts volunteers."

Wanda Roman owns WR The Embroidery and Printshop Outlet (17 Broadway Suite B, an Espinosa Family Trust property), which received a $10,000 BOOST grant (Case 31082). Roman is simultaneously a multi-cycle campaign donor, paid campaign vendor, BOOST grant recipient, and Espinosa tenant. She is currently running for City Commission Seat 2 in the 2026 election.

H.3 Commissioner Noel Ortiz

Date	Amount	Type	Description
Oct 28, 2024	$500	Loan	Noel Ortiz, 3000 Laurel Park Ln, Kissimmee. Listed as "Candidate."

Commissioner Ortiz loaned the Mayor's campaign $500 six days before the November 2024 election. On February 3, 2026, Ortiz immediately seconded the Mayor's unagended motion to terminate the City Attorney.

H.4 Mayor's Own Businesses

The Mayor's family businesses contributed over $6,100 to her mayoral campaign. These same entities later applied for and received $50,000 in BOOST 2.0 grants from the city she governs.

Date	Amount	Type	Description
Apr 19, 2023	$450	In-kind	The Vault by Adanse, 17 Broadway.
May 9, 2023	$200	Check	Adanse, 19 Broadway.
May 9, 2023	$500	Check	The Real Estate Gallery, 120 Broadway Suite 201.
May 9, 2023	$500	Check	Kissimmee Diner, 120 Broadway Suite 103.
May 9, 2023	$300	Check	Florida Mtg Professionals, 120 Broadway Suite 202.

Jun 21, 2023	$292.36	In-kind	Kissimmee Diner, 120 Broadway Suite 103. "restaurant."
Jun 27, 2024	$280	In-kind	The Mortgage Gallery, 120 Broadway.
Jul 26, 2024	$179.76	In-kind	Florida Mortgage Pros, 120 Broadway Suite 202.
Sep 20, 2024	$1,000	Check	Adanse LLC, 19 Broadway.
Sep 20, 2024	$1,000	Check	The Real Estate Gallery, 120 Broadway Suite 201.
Sep 20, 2024	$129.55	In-kind	Eva Jacquelyn Matador Restaurant, 120 Broadway Suite 103.

H.5 La Voz Florida Inc. (N22000013189)

La Voz Florida is a nonprofit corporation registered at 120 Broadway Suite 201. The Mayor served as President from its founding in November 2022 through 2024, signing the 2024 annual report as "Owner." In April 2025, the officers were restructured: the Mayor and her husband were removed and replaced with Edison Denizard-Velez (President) and Wanda Roman (Pastor), while the Mayor's daughter Jailene Espinosa remained as Secretary.

Date	Amount	Type	Description
Apr 25, 2023	$1,000	Check	La Voz Florida, 120 Broadway. Listed as "politicalcommittee." The Mayor was President of this entity at the time of this donation.
Mar 29, 2024	$50	Check	La Voz Florida, 27 Broadway. Listed as "smallbusinesspartner."

H.6 Jeremy Fetzer and Priority Strategies

Fetzer is a campaign consultant and head of a political committee called People Over Politics, which worked for Espinosa's campaign. (WESH 2, "Kissimmee mayor linked to alleged ghost candidate scheme".) Fetzer's listed address, 19a Broadway, is the Espinosa Family Trust property.

From Mayor Espinosa's 2022 county commission campaign filing (VoterFocus ca=481):

Date	Amount	Type	Description
Jul 27, 2022	$350	In-kind contribution	"Social media contribution." Jeremy Fetzer, 19a Broadway,

			Kissimmee. Listed as "retired vet."
Aug 11, 2022	$750	In-kind contribution	"Social media." Jeremy Fetzer, 19a Broadway, Kissimmee. Listed as "self employed."

EXHIBIT I

Email Evidence

Source: PRR2026-71 / PRR2026-183 / PRR2026-188 / PRR2025-1750

I.1 City Attorney to Mayor (12:38 PM)

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
To: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>; Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>
CC: Marisela Roura <Marisela.Roura@kissimmee.gov>
Date: December 5, 2025, 12:38 PM

Subject: CEO grant is a prohibited contractual relationship

Hello—

Here are a few ethics opinions regarding receipt of grant funding from one's own agency, which can create a prohibited, conflicting contractual relationship between the officer or employee.

Opinions::Commission on Ethics Opinions::2012::CEO 12-14
https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/2012/ceo%2012-014.htm

Opinions::Commission on Ethics Opinions::1990::CEO 90-76
https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/1990/ceo%2090-076.htm

Opinions::Commission on Ethics Opinions::1977::CEO 77-65
https://sb.flleg.gov/nxt/gateway.dll/Opinions/ceo/1977/ceo%2077-065.htm

Please let me know if you would like to set up a meeting to discuss.

Thank you,

Olga

I.2 Mayor's Response (12:49 PM, 11 minutes later, reply to City Attorney only)

From: Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>
To: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Date: December 5, 2025, 12:49 PM

Subject: Re: CEO grant is a prohibited contractual relationship

Ok, let's set up a meeting to break this down.

Jackie
Sent from my iPad

Note: The mayor's reply dropped Steigerwald and Roura from the thread, replying only to the City Attorney.

I.3 Mayor Forwards Ethics Warning to Jeremy Fetzer (December 5, 2025)

The same day she received the ethics warning, the mayor forwarded the entire email chain, including the three CEO opinions, to Jeremy Fetzer at prioritystrategies@gmail.com. Fetzer is a political consultant with no city role.

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: Jeremy Fetzer <prioritystrategies\@gmail.com>
Date: December 5, 2025

Subject: Fwd: CEO grant is a prohibited contractual relationship

Begin forwarded message:

From: Jackie Espinosa
Date: December 5, 2025 at 12:49:39 PM EST
To: Olga Sanchez de Fuentes
Subject: Re: CEO grant is a prohibited contractual relationship

Ok, let's set up a meeting to break this down.

Jackie

Sent from my iPad

Source: PRR2025-1750

I.4 City Attorney to Economic Development Director (December 8, 2025)

From: Olga Sanchez de Fuentes
To: David Rodriguez (Economic Development Director)
Date: December 8, 2025

Subject: RE: COVID Business Boost Grants

Please let me know if any elected officials or city employees apply for any grants. I didn't know until last week that the Mayor got a grant through the business boost program.

Commission on Ethics opinions state that a prohibited conflict of interest would be created when a City Commissioner receives grant money from the City, which is a violation of F.S. 112.313(7)(a), conflicting employment or contractual relationship.

This came to light after a citizen posted on Facebook, stating she had violated ethics laws.

I have discussed this with her, and she disagrees and will fight any ethics complaint filed against her. She had thought that Felix had received a grant when he was a City Commissioner, but it looks like he didn't. I do remember him wanting to get a facade grant and advising him that he could not apply as a City official.

Source: "COVID Business Boost Grants (4).msg" from PRR2026-71.

I.5 City Attorney Requests Mayor's Grant Files (December 14, 2025)

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
To: David Rodriguez <David.Rodriguez\@kissimmee.gov>
Date: December 14, 2025, 12:43 PM

Subject: Re: COVID Business Boost Grants

David,

Please provide me all the documents related to the Mayor's receipt of business boost grants.

Thank you! Olga

Source: PRR2026-71 (forwarded to personal email January 7, 2026)

I.6 Economic Development Director Identifies Mayor's Grants (December 15, 2025)

From: David Rodriguez <David.Rodriguez\@kissimmee.gov>
To: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
Date: December 15, 2025, 11:17 AM

Subject: RE: COVID Business Boost Grants

Good morning Olga,

These three grants are associated with the Mayor:

Adanse LLC (EIN 815422336)
Owner: Eva Espinosa (100%)

Kissimmee Diner dba Matador (EIN 822705582)
Owner: Jorge Espinosa (100%)

The Real Estate Gallery LLC (EIN 464903554)
Owner: Jorge Espinosa (100%)

Because of size, I will send the documents in separate emails.

Source: PRR2026-71 (forwarded to personal email January 7, 2026)

Source: "COVID Business Boost Grants (4).msg" from PRR2026-71, forwarded by the City Attorney to her personal email on January 7, 2026.

I.7 City Attorney Confirms No Legal Review of BOOST Program (January 7, 2026)

The following email chain documents the City Attorney's investigation into how the BOOST grants were administered. The City Attorney confirmed that her office was never consulted on the program's design, did not review the application template, did not review individual applications, and did not draft grant agreements.

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
To: Tavia Ritchie <Tavia.Ritchie\@kissimmee.gov>
CC: Kalanit Oded <KALANIT.ODED\@kissimmee.gov>
Date: January 7, 2026, 3:09 PM

Subject: RE: COVID Business Boost Grants

I don't know how these were paid. I know that we were not asked to look at the template for the applications, nor the applications themselves, and we did not draft an agreement for the grant recipients.

Seems that the grant recipients were required to sign anything to receive the funding. Not sure whether this complies with the Federal Rules governing ARPA funds.

Source: PRR2026-71

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
To: Tavia Ritchie <Tavia.Ritchie\@kissimmee.gov>
CC: Kalanit Oded <KALANIT.ODED\@kissimmee.gov>
Date: January 7, 2026, 3:31 PM

Subject: RE: COVID Business Boost Grants

Sorry – they were NOT required.

Source: PRR2026-71

The earlier portion of the thread establishes the context. On December 14, 2025, the City Attorney emailed Finance Director Tavia Ritchie:

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
To: Tavia Ritchie <Tavia.Ritchie\@kissimmee.gov>
Date: December 14, 2025, 11:20 AM

Subject: Re: COVID Business Boost Grants

Just wanted to bring this matter to your attention. I don't know what process finance uses to vet the grant payments.

In the future, any grant payouts to elected officials and/or employees should be flagged and reviewed to ensure they comply with ethics laws.

Source: PRR2026-71

Source: "COVID Business Boost Grants.msg" through "(3).msg" from PRR2026-71.

I.8 Speedy Tires: Mayor Directing Development Services

From: Jackie Espinosa
To: Samia Singleton <SAMIA.SINGLETON@kissimmee.gov>
Date: April 29, 2025, 8:31 PM

Subject: Speedy Tires 211 East Vine street

I would like to set up an appointment with this property owner and you to discuss future development probabilities for his lot.

Let me know your availability please.

Jackie

Get Outlook for iOS

Source: PRR2026-188

I.9 Code Enforcement Intervention

From: Jackie Espinosa
To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Date: February 5, 2025, 11:04 PM

Subject: Fwd: Notice of Violation Case \# CE-25-00429

Hello Craig,

Please check this out.

Thanks Jackie

Sent from my iPad

Source: PRR2026-188

I.10 Fetzer Grant Notification Tip and City Manager Response (December 2-3, 2025)

From: Jeremy Fetzer <prioritystrategies\@gmail.com>
To: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>; Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
Date: December 2, 2025, 8:54 PM

Subject: FYI

Good evening,

Hey I spoke with John Field's who was awarded the Business Boost 2.0 grant which is awesome. The one area of concern, in the notification email it was a blanket mass email to all applicants but instead of BCCing the recipients, the economic development team left the applicant names in the TO portion for everyone to see who was awarded.

I don't think this broke any statute as these grant awardee names would be subject to public records request, I would have hoped they would use more discretion in the future notifications.

Source: PRR2025-1750

The mayor forwarded Fetzer's email to the City Manager, adding: "He was not happy about 'everyone' knowing. I heard about it also. Thanks for the heads up."

From: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
To: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>; Jeremy Fetzer <prioritys-

trategies\@gmail.com>
Date: December 3, 2025, 9:16 AM

Subject: Re: FYI

Thanks for the heads up guys, I've spoken to David about making sure that his staff sends these out as blind copies in the future.

Source: PRR2025-1750

I.11 Fetzer Marketing Proposal and Mayor's Intervention (December 2, 2025)

On December 2, 2025, Jeremy Fetzer submitted an unsolicited marketing proposal to the City Manager and the mayor. The City Manager informed Fetzer that a firm had already been selected. Fetzer pushed back, and the mayor intervened.

From: Jeremy Fetzer <prioritystrategies\@gmail.com>
To: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
CC: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: December 2, 2025, 11:39 AM

Subject: Submission of Proposal for Business Boost 2.0 Marketing Services

Dear City Manager Steigerwald and Mayor Espinosa,

Happy Tuesday and I hope you are both doing well. I am reaching out to formally share our proposal for marketing services in support of the Commission-approved Business Boost 2.0 program. Priority Strategies has a strong background in helping local businesses enhance their visibility, improve customer engagement, and strengthen their digital presence. [...]

We are excited for the opportunity to partner with the City of Kissimmee to provide tailored marketing services.

Source: PRR2025-1750

From: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
To: Jeremy Fetzer <prioritystrategies\@gmail.com>
CC: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: December 2, 2025, 2:20 PM

Subject: Re: Submission of Proposal for Business Boost 2.0 Marketing Services

I believe that Economic Development already selected a firm to handle this work, but let me verify.

Source: PRR2025-1750

From: Jeremy Fetzer <prioritystrategies\@gmail.com>
To: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
CC: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: December 2, 2025, 2:26 PM

Subject: Re: Submission of Proposal for Business Boost 2.0 Marketing Services

Did that go out for RFP and to the Commission for approval? I don't remember that on an agenda.

Source: PRR2025-1750

From: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
To: Jeremy Fetzer <prioritystrategies\@gmail.com>
CC: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: December 2, 2025, 2:33 PM

Subject: Re: Submission of Proposal for Business Boost 2.0 Marketing Services

I believe the contract would be well under my approval authority so it wouldn't go to the commission.

Source: PRR2025-1750

From: Jeremy Fetzer <prioritystrategies\@gmail.com>
To: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
CC: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
Date: December 2, 2025, 2:40 PM

Subject: Re: Submission of Proposal for Business Boost 2.0 Marketing Services

wasn't it for $200k available?

Source: PRR2025-1750

From: Jackie Espinosa <Jackie.Espinosa\@kissimmee.gov>
To: Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>
CC: Jeremy Fetzer <prioritystrategies\@gmail.com>
Date: December 2, 2025

Subject: Re: Submission of Proposal for Business Boost 2.0 Marketing Services

Mike, Let's review the opportunities here for the marketing portion of our project.

Jeremy, Give me the opportunity to discuss this further with Mike.

Jackie

Sent from my iPad

Source: PRR2025-1750

I.12 Mayor's Strategic Planning Questionnaire (December 3, 2025)

The mayor emailed this completed "Background Questions for 2026" questionnaire (for the Lyle Sumek Associates strategic planning workshop) to sumekassoc@gmail.com and City Manager Steigerwald on December 3, 2025, from her personal email info@jackieespinosa.com. In it she described the BOOST 2.0 program as her personal accomplishment and described conducting personal outreach to business owners.

From: Jackie Espinosa <info@jackieespinosa.com>
Subject: MAYOR - Kissimmee 260103 Prep Questionnaire for MCC 11-29-25.docx.doc
To: Jackie Espinosa <jackie.espinosa@kissimmee.gov>
Sent: December 3, 2025 5:07 AM (UTC+00:00)
Attached: MAYOR - Kissimmee 260103 Prep Questionnaire for MCC 11-29-25.docx.doc

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

BACKGROUND QUESTIONS FOR 2026
Mayor and Commission
City of Kissimmee
January 2026

1. **What are major successes for the City of Kissimmee during 2025?**
   - Approval of (3) new hotels and convention center in the downtown CRA
   - Approval of new Vine Street CRA Redevelopment Plan – potential $5B in new commercial investment opportunities in the core of the city.
   - Sale of Kmart Site
   - Hiring of our amazing new Police Chief Charles Broadway
   - Approval of new 72/24 schedule for Kissimmee Fire Department which has boosted morale and for the first time in years we are fully staffed and getting fully trained applicants ready to hit the ground running.
   - Haven On Vine becoming operational.

2. **What did not get accomplished during 2025 that needs to carryover to 2026?**
   - New indoor/outdoor athletic sports complex at Lancaster Ranch Park
   - Plans for Library Complex located on Dakin Ave adjacent to the new Azure Hotel and Convention Center.
   - Christmas Festival of Lights – New Main Attraction – Consulting Contract secured but destination design will be for 2026 at full context.
   - Tourism Development Tax (TDT) direct partnership with county, meeting with county never materialized.

3. **What are you hearing from the community:**
   a. **Residents?** – Excited about community outreach and events. We did have some push back about the new fire fee when assessments went out which we as city need to do better at educating our residents about the positive impact their property taxes and fees provide for their family, homes and our overall community.

   b. **Businesses** – Business Boost 2.0 was a critical lifeline to so many businesses. I do see an area of opportunity for our staff to be more proactive in outreach about available grants and education opportunities to our business community. During my personal outreach to local business owners, a lot of our local small businesses were not aware of the Business Boost 2.0 grant opportunity.

4. **Today, what are your:**
   a. **Strengths** – Momentum, with the large commercial investments and our economic development push, we are seeing a lot of excitement from private investors and businesses wanting to come to Kissimmee.

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b. **Areas for Improvements** – speed and follow up from a staff perspective. My first meeting we approved the Business Boost 2.0 grant program, and it took almost 1 year for the program to roll out. As a government we do have statutory restrictions but, this type of program could have been rolled out within the first or second quarter of 2025.

c. **Threats to Your Future** – Governor and State Legislator's move to eliminate homesteaded property taxes. This would be a tentative loss of $3-7 million to our General Fund.

d. **Opportunities for Your Future** – using our economic development momentum to ensure our big projects (hotels, convention center, sports complex, Vine Street CRA redevelopment project and the Kissimmee Gateway Airport master plan) attract long term investments to bring our 2040 Vision to realization.

5. **Success for the City of Kissimmee in 2031 means:**
   a. **Community?** An increase in the family median income within our city rises by double the rate of inflation through our investments in our local economic and education opportunities that provide higher wage job opportunities.
   b. **County?** Besides the above sentiment, our critical roadway projects across the county currently under construction are completed.

6. **What do you want to get accomplished during the next five years?**
   - Attract major investments to start the beginning phases of the Vine Street CRA Redevelopment plan.
   - Completion of the (2) hotels and convention center in Historic Downtown CRA
   - Completion of sports complex at Lancaster Ranch Park.
   - Attract top tier private education high school to city that competes with Bishop Moore, First Academy, Windemere Prep, etc.
   - Completion of Broadway Streetscape.

7. **What are the major challenges for the next five years?**
   Property tax issue with the state legislature and continued attacks on Home Rule Charter. Plus, long term pension contributions not becoming an issue.

8. **What are new initiatives and opportunities for the next five years?**
   - Economic Development Advisory Committee - (Business leaders, bankers, and key partners to help our big plans like the Vine Street CRA Redevelopment process be a success. Our business leaders have networks and contacts to help the plans be successful and ensure our local economy flourishes for generations to come.

   - Municipal Golf Course Redevelopment Initiative (Airport Master Plan) – create a strategic plan for this location with site specific incentives, metrics and timelines for getting the project off the ground. This will take coordination with our key partners: FAA, KUA and Toho Water.

   - Creation of Local Tourism Council (Agency) – to comply with state statute to get direct Tourism Development Tax (TDT) awards from the Osceola TDC. This will help with the marketing for our new convention center, sports complex and hotels,

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9. **During 2026, what are issues, projects, topics that need to be addressed by the Mayor and Commission and the City?**
   - Hotels and convention center projects are proceeding in accordance with the approved timelines.
   - Creating Toho Master Plan with regards to the hotel/condo at the Toho Parking Garage plus the adjacent County property to development the residential/retail/commercial component in the heart of the historic downtown CRA.
   - Move forward with the sports complex at Lancaster Ranch Park.
   - Get the marketing portion of the Business Boost 2.0 plan moving forward.

10. **What are your top priorities for the next 12-18 months?**
   - Hotels, Kmart Site redevelopment, convention center, and sports complex are all under construction to meet a 2028 deadline for all components to come online.
   - Find suitable premier private education partner (high school)
   - Municipal Golf Course redevelopment master plan approval
   - Toho Square Master Plan creation and approval.

11. **What are topics that you would like to discuss during our upcoming Workshop?**
   - Strategic Economic Development Plan
   - Community Outreach and Communication Plan
   - Property Tax Issue

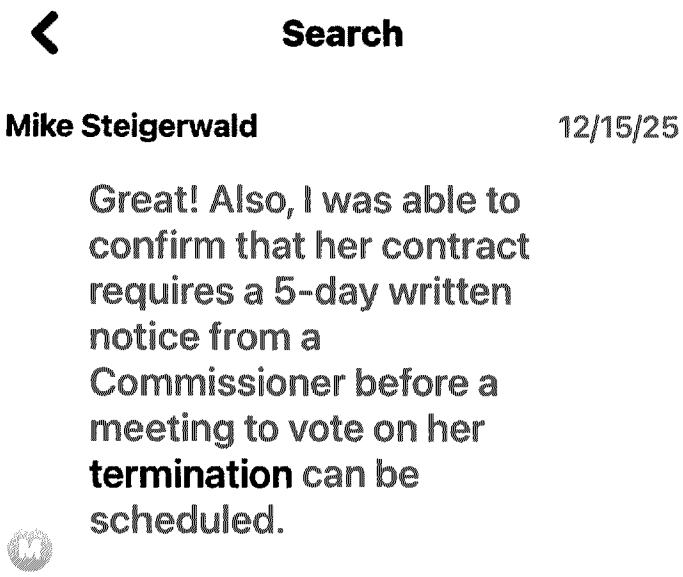
12. **What suggestions do you have to enhance the effectiveness of:**
   a. **Mayor and Commissioners** – Semi-Annual Strategic workshops to discuss and evaluate status of key initiatives. This will allow us to maintain proper oversight on established targeted timelines and outcomes as a commission.

   b. **City Manager and Management Team?** – Consistent follow up and follow thru across the board on tasks and initiatives. While there are statutory restraints, when possible, we must deliver for our residents and businesses in an effective and expedited manner. Additionally, we must work on our communications with our residents and business community. From the Menorah lighting ceremony last year to Small Business Saturday this year, we are not being consistent with our outreach about events and opportunities to our community.

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I.13 City Manager Text: Termination Procedures (December 15, 2025)

On December 15, 2025, ten days after the ethics warning, the City Manager texted the mayor confirming the procedural requirements for terminating the City Attorney. The mayor produced this text message in response to a public records request for her text messages (PRR filed with City Clerk Tameara Crespo, January 21, 2026).



The text reads: "Great! Also, I was able to confirm that her contract requires a 5-day written notice from a Commissioner before a meeting to vote on her termination can be scheduled."

I.14 WESH 2 Media Tip (December 15, 2025)

The following email was sent by WESH 2 to City Attorney Sanchez de Fuentes on December 15, 2025, ten days after the ethics warning. The City Attorney forwarded it to her personal email on December 23, 2025, as part of her evidence preservation.

From: WESH NEWS Desk <news\@wesh.com>
To: Olga Sanchez de Fuentes <olga.sanchezdefuentes\@kissimmee.gov>
Date: December 15, 2025, 12:07 PM

Subject: Media Inquiry | WESH

Good afternoon,

WESH 2 received a news tip from someone saying that during Tuesday's City Commission meeting, Mayor Jackie Espinosa is going to ask for the resignation of the city manager and city attorney.

Would you like to comment or respond to those allegations?

Thanks,

Mike Gramajo
Assignment Editor
WESH 2

Source: PRR2026-71 (forwarded to personal email December 23, 2025)

I.15 Commissioner Martinez: Decorum Concern (January 7, 2026)

From: Janette Martinez <Janette.Martinez\@kissimmee.gov>
To: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
Date: January 7, 2026, 8:22 AM

Subject: Urgent Concern Regarding Public Comment Decorum

Dear Ms. Sanchez de Fuentes,

I am writing to formally express serious concerns regarding the manner in which public comment was handled during yesterday's commission meeting.

I felt extremely uncomfortable with the restrictions placed on the constituent who approached the podium. The individual was not permitted to properly address the Commission nor allowed to reference individuals from the public, which appeared inconsistent and, frankly, unfair. The situation became awkward and embarrassing for the speaker, who seemed confused by the limitations imposed and was left struggling to communicate their point.

What is most troubling to me is the inconsistency in how decorum was enforced. While the constituent was restricted, once the meeting continued and quorum discussion resumed, commissioners themselves were allowed to speak at length about individuals, their homes, and their backgrounds. If we are setting a standard of decorum that limits what members of the public may say, I am deeply concerned about why that same standard does not apply equally to commissioners.

This raises several urgent questions for me: Does the City Charter allow for this type of selective enforcement of decorum? Are we, as a Commission, permitted to restrict public comment in this manner while allowing commissioners to engage in similar or more detailed commentary? Would the Commission on Ethics find this approach acceptable or compliant with ethical standards?

I take these concerns very seriously. Transparency, fairness, and equal application of rules are foundational to public trust, and I fear yesterday's handling of this situation undermined that trust.

Given the significance of these issues, I respectfully request prompt guidance and clarification on whether our actions were appropriate under the Charter and ethical standards, and what corrective measures, if any, should be taken moving forward.

Respectfully,
Commissioner Janette Martinez
City of Kissimmee

Source: PRR2026-71

I.16 City Attorney Response: Decorum is Unconstitutional (January 12, 2026)

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES\@kissimmee.gov>
To: Janette Martinez <Janette.Martinez\@kissimmee.gov>
Date: January 12, 2026

Subject: RE: Urgent Concern Regarding Public Comment Decorum

Dear Commissioner Martinez,

My apologies for the delayed response. I hope to provide guidance to the City Commission on decorum and on what the City Commission can and cannot restrict in public comment.

Since our code was adopted, several courts have ruled that restricting public speech when it was critical and allowing speech by those who were complimentary was unconstitutional.

Brevard Public Schools to Pay Over $567,000 in Fees after Losing Free Speech Case

Source: PRR2026-71

One day after this email, the mayor issued the formal termination notice.

I.17 Formal Termination Notice: 39 Days After Ethics Warning

From: Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>
To: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
CC: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>; Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>
Date: January 13, 2026, 2:56 PM

Subject: Written Notice Pursuant to Employment Contract

January 13, 2026
Ms. Olga Sanchez de Fuentes
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dear Ms. Sanchez de Fuentes,

This letter shall serve as formal written notice, pursuant to the requirements of your employment contract, providing notice from a member of the City Commission.

In accordance with the contractual provision requiring a minimum of five (5) days' notice prior to action, please be advised that I, Kissimmee Mayor Jackie Espinosa, intend to place an item on the agenda for the City Commission meeting scheduled for Tuesday, January 20, 2026, to consider a motion to terminate your contract as City Attorney, effective immediately.

After considerable reflection, this decision has not been made lightly. However, in evaluating the long-term vision, direction, and success of the City of Kissimmee, I believe the Commission must consider a change in direction with respect to the City Attorney position.

This notice is being provided in good faith and in compliance with the applicable contractual requirements. Should the Commission approve the motion, any contractual obligations owed to you will be addressed in accordance with the terms of your agreement.

I appreciate your service to the City and wish you nothing but success in your future professional endeavors.

Thank you for your attention to this matter.

Sincerely,
Jackie Espinosa
Mayor, City of Kissimmee

Source: PRR2026-71 / Written Notice Pursuant to Employment Contract.msg

I.18 WFTV Inquiry and Staff Response (January 14, 2026)

The day after the termination notice, WFTV reporter Shannon Butler inquired about the reasons. Deputy City Manager Austin Blake responded on behalf of staff:

From: Austin Blake <austin.blake\@kissimmee.gov>
To: Alibeth Suarez <Alibeth.Suarez\@kissimmee.gov>; Mike Steigerwald <MIKE.STEIGERWALD\@kissimmee.gov>; Olga Sanchez de Fuentes <olga.sanchezdefuentes\@kissimmee.gov>; Desiree Matthews

<DESIREE.MATTHEWS\@kissimmee.gov>
Date: January 14, 2026, 11:46 AM

Subject: Re: mayor letter

Ali–

Other than the written notice below, the Mayor has not discussed with staff the reasons for issuing this notice. As such, any questions regarding the Mayor's intent or rationale would need to be directed to the Mayor.

Source: PRR2026-71

This was in response to WFTV reporter Shannon Butler's inquiry: "Do you have any details on why the mayor would like her contract to end." The City Attorney forwarded this thread to her personal email as part of her evidence preservation.

I.19 Florida Agency for Fiscal Oversight Request (January 15, 2026)

From: Hermeling, Renee <Renee.Hermeling@myfloridacfo.com>
To: Florida FAFO <FloridaFAFO@myfloridacfo.com>
Date: January 15, 2026, 5:05 PM

Subject: Florida Agency for Fiscal Oversight (FAFO) Request for Information

Dear Sir or Madam:

As part of Chief Financial Officer Blaise Ingoglia's Florida Agency for Fiscal Oversight (FAFO) and his constitutional duty to evaluate government spending at all levels, the Agency, and the Department of Financial Services (DFS) are querying a variety of governments at all levels to evaluate spending and best practices. This inquiry is regarding post-COVID business assistance/grant programs.

Your government has been selected in this process to help the CFO, FAFO, and DFS better understand the workings of governments and the spending of taxpayer funds.

Therefore, DFS requests the following information from you:

1) Any documents, including but not limited to, spreadsheets or communications related to the approval and disbursement of federal, state, or local post-COVID funds for business assistance/support programs, or grants, or any similar program regardless of name, from January 1, 2020, through the present.
2) A blank application or copy of a system form that was used to apply for the funds; and
3) Any documents regarding the evaluation and approval of applicants or applications, to include but not limited to, memoranda, scoring rubrics, communications about applicants or applications.

Please respond to this message with an acknowledgment of receipt within 24 hours. All materials should be submitted no later than **Friday, January 23, 2026**.

Source: PRR2026-182

I.20 Mayor's BOOST 2.0 Press Release (September 10, 2025)

Press release CNR-25-041, prepared by Communications Director Alibeth Suarez and approved by the mayor on September 10, 2025, subject "City Launches Small Business Relief Grants." The mayor was quoted:

> "Through Business Boost 2.0, we are giving local business owners the resources they need to remain viable, retain jobs, and continue serving our community."

Source: PRR2026-188 / PRR2025-1750. The press release was distributed seven days before the Espinosa family submitted three grant applications on September 17, 2025.

EXHIBIT J

Code Enforcement Suppression — 120 Broadway Avenue

Source: PRR2026-39 (106 files)

120 Broadway Avenue is owned by Jorge E. and Eva J. Espinosa (the mayor and her husband). Fourteen or more Espinosa family business entities operate from this address. The following cases during the mayor's tenure document enforcement suppressed by directive, with the directives recorded in contemporaneous officer notes.

J.1 Case 1: CE-25-03449, Non-Permitted Special Event (October 17, 2025)

Violation: Musicians, speakers, loud music, vendors, tables, tent, grill, paintings at 120 Broadway without permits.
Key fact: Jorge Espinosa showed the officer a text message from the City Manager to Craig Holland about this case.
Officer's notes:

> *Per City manager NOV [Notice of Violation] held back case will be closed no further action taken.*

Result: Case opened and closed the same day (10/17/2025). No Notice of Violation issued.

CODE CASE DETAILED REPORT CE-25-03449
FOR CITY OF KISSIMMEE

Case Type:	Code Enforcement	**Project:**		**Opened Date:**	10/17/2025
Status:	Closed - C.E.	**District:**	Zone 1	**Closed Date:**	10/20/2025
Assigned To:	Peter Arroyo	**Description:**	Special Event		

Parcel: 22-25-29-2170-0019-0010 Main	**Address:** 120 Broadway Main Kissimmee, FL 34741	**Zone:** Zone 1 (Zone 1: CODE ENFORCEMENT DISTRICT) T5-M (T5-M: MIXED-USE CENTER) MMTD (MMTD: MULTI-MODAL TRANSPORTATION DISTRICT) CRAO (CRAO: COMMUNITY REDEVELOPMENT AREA OVERLAY)

Violator	**Owner**
Jorge E Espinosa/ Eva J Espinosa	Jorge E Espinosa/ Eva J Espinosa
120 Broadway Ave #201 Kissimmee, FL 34741	120 Broadway Ave #201 Kissimmee, FL 34741

Note	**Created By**	**Date and Time Created**
1. Observed at what appeared to be a special event on the property observed musicians, speakers, loud music, vendors, tables, a tent in the parking lot, a grill cooking out doors, paintings and portraits, contact made with Jorge Espinosa inquiring of the event he stated it was for Spanish heritage, I stated did he have any written approval adding Code is working nights looking for food trucks and non-permitted special events. He stated the City manager was going to email Code and Craig regarding conversations had with the Mayor and City manager I stated I do not see any permits on file or an email regarding the event. He showed me a text of from I believe the City manager to Craig I stated I will be taking photos and follow up with him, photos attached.	Peter Arroyo	10/17/2025 6:38 pm
2. Per City manager NOV held back case will be closed no further action taken.	Peter Arroyo	10/20/2025 10:30 am

CODE CASE DETAILED REPORT (CE-25-03449)

Violation Code: 14-6-28 (H) - SPECIAL EVENT/PERMIT REQUIREMENTS
Violation Status: In Violation
Citation Issue Date: 10/17/2025
Compliance Date: 11/20/2025
Resolved Date:

Code Description: H.A special event permit application shall be obtained from the development services - planning division in accordance with the DRC schedule and at least 30 days prior but no more than 180 days prior to the desired date of the event. All permit applications shall be submitted to the department in accordance with and accompanied by the following:1.An application fee in accordance with the applicable development review fee schedule; non-profit organizations or charitable institutions shall be exempt from payment of such fee, provided that documentation of tax-exempt status is provided.2.A completed special event application including a schedule of events, specific portions of requested right(s)-of-way to be closed, and all items associated with the requested event.3.A site sketch showing location of the proposed event, tents, temporary structures, location of barricades, life safety plan, emergency vehicle access, and signage proposed and the location of all existing site improvements, including parking lot striping, sidewalks, fire department connections, fire hydrants, and intersecting streets.4.Written authorization from the owner of the host site, allowing the special event and dates requested to occur and letters of authorization from all affected property owners adjacent to portions of streets to be closed.5.If street closures are proposed, proof of liability insurance in the amount of $1,000,000.00 shall be provided to cover the event. This liability insurance shall cover the entire portion of the right-of-way, including sidewalks, to be used in conjunction with the event.6.A cash deposit or bond to cover any clean up or repairs to the right(s)-of-way caused by the event shall be provided. The amount of deposit or bond will be determined by the city after evaluating the application and determining the size [of] the event and the right(s) -of-way impacted and must be submitted prior to permit issuance. Should necessary repairs or cleaning costs exceed this amount, no further event permits will be issued until the balance has been paid to the city.7.Any other documentation necessary to determine the appropriateness of the application as requested by the department.8.Permit issuance shall constitute approval to conduct the event and covers any temporary signage, balloon or tents requested as part of the application, subject to the standards contained herein, the information provided on the application and site sketch, any conditions set by the DRC, as well as any applicable codes or ordinances. The DRC's decision may be appealed to the city commission following recommendation of the planning advisory board.

J.2 Case 2: CE-24-03334, Non-Permitted Special Event (December 6, 2024)

Violation: Vendors, erected tents, a DJ, all without approval at 120 Broadway.
Key fact: The mayor personally confronted the code enforcement officer.
Officer's notes:

> *The Mayor asked who was my director after I stated that I was advised to issue a NOV regarding the event...I stated Craig.*

Result: Case opened 12/10/2024, closed 12/10/2024. No Notice of Violation issued.

CODE CASE DETAILED REPORT CE-24-03334
FOR CITY OF KISSIMMEE

Case Type:	Code Enforcement	**Project:**		**Opened Date:**	12/10/2024
Status:	Closed - C.E.	**District:**	Zone 1	**Closed Date:**	12/10/2024
Assigned To:	Peter Arroyo	**Description:**	Special Event		

Parcel: 22-25-29-2170-0019-0010 Main

Address: 120 Broadway Main
Kissimmee, FL 34741

Zone: Zone 1 (Zone 1: CODE ENFORCEMENT DISTRICT)

T5-M (T5-M: MIXED-USE CENTER)

MMTD (MMTD: MULTI-MODAL TRANSPORTATION DISTRICT)

CRAO (CRAO: COMMUNITY REDEVELOPMENT AREA OVERLAY)

Violator	**Owner**
Jorge E Espinosa/ Eva J Espinosa	Jorge E Espinosa/ Eva J Espinosa
120 Broadway Ave #201 Kissimmee, FL 34741	120 Broadway Ave #201 Kissimmee, FL 34741

Note	**Created By**	**Date and Time Created**
1. Violation observed on the Mayors property on Friday December 6, 2024 Code Enforcement observed a non-permitted special event to include vendors, erected tents, a DJ, all without approval with the City of Kissimmee. NOV will be issued to the Mayor requesting moving forward to pull a permit, photos attached. Email sent to property owners at j.espinosa40@icloud.com, info@jackieespinosa.com, info@floridamtgpros.com, requesting to meet this week.	Peter Arroyo	12/10/2024 9:34 am
2. NOV issued to the property owner Jorge Espinosa we agreed to meet at the business Matadors I explained this type of event is required a permit through the *planning department. I added looking* at the photos it appears to be a special event the property owner stated it is a religious nativity event that the do and conversations were held with City staff. I stated I understand however, there is nothing in writing for approval and records do not show a special event permit on file. The Mayor asked who was my director after I stated that I was advised to issue a NOV regarding the event that took place on Friday night I stated Craig, case will be closed, advising to obtain a special event permit or have something in writing for approval moving forward to avoid another infraction at this property.	Peter Arroyo	12/10/2024 3:08 pm

CODE CASE DETAILED REPORT (CE-24-03334)

Violation Code: 14-6-28 (H) - SPECIAL EVENT/PERMIT REQUIREMENTS **Violation Status:** In Violation

Citation Issue Date: 12/10/2024
Compliance Date: 12/10/2024
Resolved Date:

Code Description: H.A special event permit application shall be obtained from the development services - planning division in accordance with the DRC schedule and at least 30 days prior but no more than 180 days prior to the desired date of the event. All permit applications shall be submitted to the department in accordance with and accompanied by the following:1.An application fee in accordance with the applicable development review fee schedule; non-profit organizations or charitable institutions shall be exempt from payment of such fee, provided that documentation of tax-exempt status is provided.2.A completed special event application including a schedule of events, specific portions of requested right(s)-of-way to be closed, and all items associated with the requested event.3.A site sketch showing location of the proposed event, tents, temporary structures, location of barricades, life safety plan, emergency vehicle access, and signage proposed and the location of all existing site improvements, including parking lot striping, sidewalks, fire department connections, fire hydrants, and intersecting streets.4.Written authorization from the owner of the host site, allowing the special event and dates requested to occur and letters of authorization from all affected property owners adjacent to portions of streets to be closed.5.If street closures are proposed, proof of liability insurance in the amount of $1,000,000.00 shall be provided to cover the event. This liability insurance shall cover the entire portion of the right-of-way, including sidewalks, to be used in conjunction with the event.6.A cash deposit or bond to cover any clean up or repairs to the right(s)-of-way caused by the event shall be provided. The amount of deposit or bond will be determined by the city after evaluating the application and determining the size [of] the event and the right(s) -of-way impacted and must be submitted prior to permit issuance. Should necessary repairs or cleaning costs exceed this amount, no further event permits will be issued until the balance has been paid to the city.7.Any other documentation necessary to determine the appropriateness of the application as requested by the department.8.Permit issuance shall constitute approval to conduct the event and covers any temporary signage, balloon or tents requested as part of the application, subject to the standards contained herein, the information provided on the application and site sketch, any conditions set by the DRC, as well as any applicable codes or ordinances. The DRC's decision may be appealed to the city commission following recommendation of the planning advisory board.

Corrective Action: The above property inspected on Friday December 6, 2024 has been found in noncompliance in accordance with the City of Kissimmee Land Development Code and/or General Code of Ordinances. Code Enforcement observed a non-permitted special event to include vendors, erected tents, a DJ, all without approval with the City of Kissimmee. Moving forward please see that a special event permit is approved and issued by the City of Kissimmee to avoid further infractions on the property.

Inspection Number	*Inspection Type*	**Inspection Status**	**Inspection Date**
ICODE-025156-2024	Follow-Up CE Inspection	Scheduled	12/10/2024 9:34 am

Inspector: Peter Arroyo

Checklist Comments:

J.3 City Confirmation: Zero Special Event Permits

The city confirmed in writing (notes dated 1/12/2026 and 1/28/2026):

> *We have no record of special event permits for 120 Broadway between 2021 and 2026.*

J.4 Case 3: CE-26-00197, Retaliatory Complaint Against Lillian Evans (January 2026)

Violation alleged: "Dwelling in a R/V Trailer" at Evans's property.
Result: Inspector found no evidence of the alleged violation. Case closed the same day as invalid.

CODE CASE DETAILED REPORT CE-26-00197
FOR CITY OF KISSIMMEE

Case Type: Code Enforcement
Status: Closed - Invalid
Assigned To: Oscar Sosa
Project:
District: Zone 4
Description: Dwelling in a R/V Trailer
Opened Date: 01/16/2026
Closed Date: 01/16/2026

Parcel: 28-25-29-1800-0002-0130 Main

Address: 1715 Sunny St Main
Kissimmee, FL 34741

Zone: RA-3 (RA-3: SINGLE FAMILY RESIDENTIAL)
Zone 4 (Zone 4: CODE ENFORCEMENT DISTRICT)
MMTD (MMTD: MULTI-MODAL TRANSPORTATION DISTRICT)

Tenant
Re: Current Resident / Marie Lillian Evans
1715 Sunny St
Kissimmee, FL 34741

Violator
Lillian Marie Evans
2301 Granada Blvd
Kissimmee, FL 34746
Mobile: 3217462043

Violator
Re: Current Resident / Marie Lillian Evans
1715 Sunny St
Kissimmee, FL 34741

Owner
Lillian Marie Evans
2301 Granada Blvd
Kissimmee, FL 34746
Mobile: 3217462043

Note	Created By	Date and Time Created
1. A complaint was received from the Director of Development Services, Craig Holland, alleging that RV trailers located at 1715 Sunny St. were being used for dwelling purposes. An initial inspection was conducted at 10:03 a.m. Upon arrival, photographs were taken from the public right-of-way (ROW). Two RV trailers were observed parked at the rear of the property. Attempts were made to make contact by knocking on the front door; however, no response was received. A courtesy notice was left on the front door requesting contact regarding the two RV trailers located at the rear of the yard. The property owner, Ms. Evens, contacted me and stated that the two RV trailers are not being used for dwelling purposes. She requested a reinspection to verify compliance. A reinspection was conducted at 2:49 p.m., which included both the interior and exterior of the two RV trailers. No evidence of dwelling use was found in either trailer. Result: Complaint determined to be invalid.	Oscar Sosa	1/16/2026 3:28 pm

Violation Code: 14-6-14 (A) - RECREATIONAL VEHICLES & TRAILER
Violation Status: In Violation
Citation Issue Date: 01/16/2026
Compliance Date:
Resolved Date:

Code Description: A. Occupied recreational vehicles and trailers.
1. Recreational vehicles used for living, sleeping, or housekeeping purposes may only be parked in a duly licensed mobile home park or campground.
2. Recreational vehicles may not be used for living, sleeping or housekeeping purposes while a mobile home is located on the site.

Corrective Action: The above property inspected this date has been found in noncompliance in accordance with the City of Kissimmee Land Development Code and/or General Code of Ordinances and must be corrected within the time listed on this notice.

A complaint was received regarding an R/V being used as a dwelling at the rear of the property. An inspection confirmed two RV trailers parked at the rear.

EXHIBIT K

Mayor's Counter-Surveillance Records Requests

Source: PRR2026-181

PRR2026-181 documents the mayor's own public records requests filed between January 23 and January 30, 2026 — the period between the formal termination notice (January 13) and the termination vote (February 3).

K.1 Stream A: Financial Dossier (January 23–28, 2026)

The mayor directed Austin Blake, City Manager Mike Steigerwald, and Deputy City Manager Desiree Matthews to compile General Fund financials, full-time equivalent reports, litigation data, and public records request data. Staff compiled over 1,000 documents into a shared folder labeled "Document Request (JE) 2026.01.23." The compilation was confirmed complete on January 28 — the same day the mayor sent her complaint letter to the City Manager detailing the $6.2 million "overage" that became "Exhibit B" at the February 3 meeting.

K.2 Stream B: Counter-Surveillance (January 28–30, 2026)

On January 28, 2026, the mayor filed records requests through the City Clerk targeting:

Target	Significance
Lillian Evans	Citizen who publicly raised BOOST grant ethics issue on December 16, 2025
Claudia Zucco	Citizen who filed PRR2025-1610 requesting the Espinosa family grant applications
City Attorney Olga Sanchez de Fuentes	Issued the December 5, 2025 ethics warning
Shannon Butler (WFTV)	Reporter covering the BOOST grant story
Spectrum News 13	News outlet covering the termination

On January 30, 2026, the mayor emailed the City Clerk to expand her request: "If anything was provided to the email mentioned in this thread, 'thetruthinkissimmee@yahoo.com'. I would also like to include it in my records request." The mayor was attempting to identify an anonymous public records requestor.

The timing — six days before the termination vote — and the targets — every person who had investigated, reported on, or raised concerns about the BOOST grants — establish that the mayor was conducting counter-surveillance against critics and whistleblowers in the period immediately preceding the termination.

Source: PRR2026-181 (225 emails, 296 documents). The full archive is available for inspection.

EXHIBIT L

News Coverage: "Did Kissimmee Mayor Get a Boost from the City?"

Source: Around Osceola

Ken Jackson, "Did Kissimmee Mayor Get a Boost from the City?," *Around Osceola*, March 5, 2026. Available at https://www.aroundosceola.com/news/did-kissimmee-mayor-get-boost-city.

In this article, the Mayor made the following statements on the record:

On encouraging tenants to apply for BOOST grants:

> *I would go to my tenants and I'd say, "You guys should apply for this." My tenants had a hard time paying rent. Some people might just need the money to survive until they can sell their business.*

On who runs Adanse:

> *My daughter is the one certified to do this. We've been working with them for 20 years.*

EXHIBIT "C"

RECORD COPY

Incident Case Number: 26-002053

Reporting Agency: Kissimmee Police

Print Date/Time: 03/12/2026 10:28:18

Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.

Espinosa invoked her Marsy`s Rights

On 03/11/2026, at approximately 1158 hours, I, Cpl. M. Diaz # 597, responded to 101 Church Street (Kissimmee City Hall) in reference to a suspicious incident.

Upon arrival, I made contact with Eva Jacqulyn Espinosa, the person reporting. Espinosa is the Mayor of the City of Kissimmee. Her Florida DL identified Espinosa. Espinosa provided me with a sworn written statement to the following: Espinosa stated that a female by the name of Lillian Evans, who resides at 1715 Sunny Street, has been continuously harassing her by cyber bullying, showing up at events that are private and city events. Evans has been posting photos from events of city officials. Espinosa believes Evans has been posting hate messages to incite hatred and is recruiting citizens to join her mission to be disruptive. Espinosa stated that Evans has shown up at appointed board members private residences and she has shown up to question Toho Water appointed board member. Espinosa stated Evans takes pictures as she watches events, and post them on social media. Espinosa believes Evans has collaborated with other individuals Wade Choate and Claudia Zuco to spread hate. Espinosa stated all the individuals to include Evans have criminal history and one of the charges is stalking. Espinosa stated Evans has a prior charge for stalking an elected official. Espinosa wrote that Evans is a threat as it is now a repetitive pattern of conduct. Zuco has joined Evans by contacting Espinosa via Facebook and emails. Espinosa blocked Zuco to avoid any issues with the individuals. Choate has also joined Evans` disruptive conduct and threats. Espinosa wanted this documented to take the information to the State Attorney`s Office. Evans constantly sends subjects to Espinosa`s family owned restaurant, she loiters around multiple properties that belong to Espinosa, taking pictures and posting them online. Evans also make racial comments. Espinosa stated she would document all the post and harassment with photos. Evans also calls another subject named Richard to be disruptive but he attempts to calm her down and ask her not to curse. Espinosa stated she appreciates community involvement but believes this is becoming dangerous in nature and needs to be documented. Espinosa understand people are not always going to be happy with her decisions as Mayor but believes this borders harassment, stalking and cyber bullying. Espinosa thinks this a danger to public safety.

I asked Espinosa if Evans had made any directs threats to her in person or by via electronic messages and she said no. I asked if Evans had battered her or any of her employees and she said no.

Espinosa stated that her husband`s vehicle was damaged last month and she thinks someone that knows Evans did it. Reference case number 26-002050.

I provided Espinosa an evidence.com link to upload any relevant messages or post to her incident that Evans or any of the above-mentioned subjects have posted.

I then responded to 1715 Sunny Street, which is Evans, listed address. I spoke with Evans via Ring Door bell camera since she was not at her residence. Evans did not want to speak in person because she does not like the Kissimmee Police Department. Evans stated she does not care for Espinosa but she does not have anything against her. Evans stated she just documents the truth and expresses her dislike for the city officials at meetings. Evans stated she shows up to public events and commission meeting because she can and wants to speak her mind about Espinosa stealing money. Evans stated she reported Espinosa to the Department of Government Efficiency for theft city funds and she believes this is retaliation for her report. I asked Evans if she showed up to a city official`s residence and she said no. I asked her how close she gets when taking pictures and she stated she stays more than 10 feet away from Espinosa because she does not want anyone taking picture that appears she is with Espinosa. Evans did say that she post her dislike for the city officials to include Espinosa and she post her opinion on social media. Evans eluded to the fact that she is suing Espinosa but would not go into details about the lawsuit. I offered Evans the opportunity to meet with me to get her written statement but she declined my invitation.

INCIDENT/INVESTIGATION REPORT

Agency Name: *Kissimmee Police Department*				Case#: *26-002053*	
ORI: *FL0490200*				Date / Time Reported: *03/11/2026 11:58 Wed*	
Location of Incident: *101 CHURCH ST, Kissimmee FL 34741*	Gang Relat: *NO*	Premise Type: *Government/public*	Beat/LawAgcy: *30*	Last Known Secure: *03/11/2026 11:57 Wed*	
				At Found: *03/11/2026 11:58 Wed*	

INCIDENT DATA

#1	Crime Incident(s): *Suspicious Incident SI* (Com)	Weapon / Tools			Activity
		Entry	Exit	Security	
#2	Crime Incident ( )	Weapon / Tools			Activity
		Entry	Exit	Security	
#3	Crime Incident ( )	Weapon / Tools			Activity
		Entry	Exit	Security	

MO

VICTIM

# of Victims: *0* Type: Injury: Domestic: N

V1	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status

Home Address	Email	Home Phone
Employer Name/Address	Business Phone	Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: INDIVIDUAL (NOT A LE OFFICER) Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	*ESPINOSA, EVA JACQULYN*		Marsy's Law Age *57*	*W*	*F*		*Resident*	

Home Address: Marsy's Law	Email	Home Phone: Marsy's Law
Employer Name/Address: *City Of Kissimmee, 101 CHURCH ST (MAYOR)*	Business Phone	

Type: INDIVIDUAL (NOT A LE OFFICER) Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	*EVANS, LILIAN MARIE*		*04/11/1964* Age *61*	*W*	*F*		*Resident*	

Home Address: *1715 SUNNY ST KISSIMMEE, FL 34741*	Email	Home Phone: *407-518-7103*
Employer Name/Address: *Self-employed, 1715 SUNNY ST (SELF-EMPLOYED)*	Business Phone	Mobile Phone: *321-746-2043*

PROPERTY

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID#: *DIAZ, M. D. (PATR, PLTA) (597)*

Invest ID#: *(0)* Supervisor: *CARDENAS, M. A. (PATR, PLTA) (506)*

Status: Complainant Signature | Case Status: *Inactive* *03/11/2026* | Case Disposition: | Page 2

Case_Name	Case_Statu	Case_DateCre	Funding_TotalAn	BusInfo_SqFtBus	
Adanse, llc	Approved	09/17/2025	$ 20,000.00	6628	
AJ's Refurbishing, LL	Approved	10/14/2025	$ 10,000.00	1500	
Alcoholadito Eco LLC	Approved	09/17/2025	$ 5,000.00	200	
Alpha Legal LLC	Approved	09/17/2025	$ 5,000.00	225	
ANGEL'S TOUCH DENTAL OFFICE, P.A..	Approved	09/21/2025	$ 15,000.00	3033	
Kissimmee Diner dba Matador Taco & Tapas	Approved	09/17/2025	$ 15,000.00	3909	
The Real Estate Gallery LLC	Approved	09/17/2025	$ 15,000.00	2750	
Utopia Health Career Center, LLC	Approved	10/15/2025	$ 10,000.00	1,500	
WR THE EMBROIDERY AND PRINTSHOP OUTLET	Approved	09/17/2025	$ 10,000.00	575	
Abracadabra Ice Cream Factory LLC	Approved	09/21/2025	$ 10,000.00	1200	
			$ 525,000.00		
AeroStar Training Services	Approved	09/17/2025	$ 20,000.00	9000	3954 Merlin Dr, Kiss
All Family Resource Ctr., LLC	Approved	10/15/2025	$ 10,000.00	1200	809 Mabbette St, Kis
AMERICAN JANITORIAL MAINTENANCE & SERVICES IN	Approved	09/17/2025	$ 10,000.00	1100	600 N Thacker ave
Art In Motion LLC	Approved	10/12/2025	$ 15,000.00	2650	14 W Neptune Rd
General Upholstery LLC	Approved	10/16/2025	$ 10,000.00	1200	3603 Commerce Blvd
LITOIPLAN4U ENTERPRISES INC	Approved	09/17/2025	$ 20,000.00	5975	18 W. Bass St.
LR Business Consulting & Investment Inc	Approved	09/17/2025	$ 10,000.00	1800	16 E. Dakin Ave.
Sacred Alchemy	Approved	09/22/2025	$ 10,000.00	1600SF	19 W. Monument Av
Saqui Academy	Approved	10/16/2025	$ 10,000.00	904	3831 W. Vine St.

$50,000

Jackie

This PDF file was generated with TextKeep on January 16, 2026 at 9:36 AM

Hello, I just saw I had a missed call from you. My ringer was off. Please feel free to call me if you need anything. Olga

Jan 15, 2026

I just want to take a minute to thank you for your prepared responses last night and for helping us through a very contentious evening.

Thank you. I appreciate your leadership through all of the hard issues we are facing and bringing exactly what the city has needed for some time. We will be greater because of it.

And it actually explains it in the article. People get it more than the merchants. lol

That one has over 13k views.

U need to show your mom

Can you imagine if this gets to Bad bunny! It has almost 15k likes but 500k views.

lol yes

Wait I just pulled a Craig. 475k.

lol

Amazing

Can u call me when u get a minute

Jul 21, 2025

This is the Chicago trip where they nominated Kissimmee at the city in the USA representing the Puerto Rican community.

Utuado - is the city representing the island.

They have paid my air fare as a city representative- can u make sure this is ok ??

I think it is a gift that you would have to disclose under ch. 112. Who paid for the airfare?

The organization. Let's report it to be safe please. I don't want any issues later down the road

They are also paying for commission Cordero from Orange County and all elected officials

I don't think It's not worth the trouble of reporting. I sent you an email

Ok

Sorry double negative. Jaja it's not worth it.

I think we need approval from you for the plaques We want to give tomorrow at the event. Just in case you have a minute to check that so that we can get the greenlight

It has to go to city commission for a new sister city



Aug 20, 2025

Can we do a phone meeting at 10 instead of in person ?

Sep 17, 2025

Sure

Sep 17, 2025

Thx

Sep 17, 2025

I will email you the documents. If you need to reschedule that's fine too.

Sep 17, 2025

Thx. I just have a headache. It might or might not be due to last nights meeting lol

Sep 17, 2025

Call me whenever you're ready.

Hey quick question. Did u post the pension board meeting yesterday ? Trying to be ahead of it.

Sep 17, 2025

Pension board? Do you mean Union?

Sorry. Yes

Union meeting from yesterday

I believe Marisela did. Is someone complaining?

Not yet

Just need to make sure these meetings are properly advertised

Yes of course

Also- fyi- We don't "publish" like the city commission agendas. We put the notice in the lobby of city hall and save a copy. I verified it was done

Ok cool

We don't advertise it in any paper ? Correct ?

I had an idea for a Halloween costume for you.. circus ring leader. You really do it the best and I appreciate you. No es facil

I just wanted to go off lol

I just shared an email I sent out about the complaint we received

Ok. I'm downstairs I'll read it shortly 👍

I had a dentist appointment this morning so I'm working from home, but if you need me feel free to call.

Sounds good

No. Personal. The issue is that she was asked to sign an agreement for her own house rehab and refused

Nov 20, 2025

I love it! 😂

Nov 21, 2025

Likewise

Nov 27, 2025

I did go
To his wedding and it was
quite beautiful

Dec 5, 2025

No we don't

Ok

I didn't see it anywhere. Can we make sure it is more visible like everywhere. Just for precaution please. 🙏

They may be coming to you because previously we put paper notices on the doors with tape. It was decided years ago that this is tacky and the practice changed. Legally we aren't obligated to put notices on all entrances / exits just the official board where official city notices go. Unlike the tacky fire watch signs which we legally have to put up on all doors. With fire we put notices on all fire stations. I will get with KPD to make sure they are putting the notices at the station. With the new administration I admit I didn't make sure this is being done.

Ok please. Just want to keep us on the positive note of transparency

Everyone is watching. FYI

Can I reply all?

Oct 8, 2025 12:30 PM

Jaja No, I'm trying my hardest to put the train back in the station.

That email was perfect

Can I give u a call

Dec 5, 2025

Sure

Dec 5, 2025

Good evening,

Point of clarity for tomorrow's meeting:

We are guided by The Standard Code of Parliamentary Procedures , correct ?

Jan 5, 2026

City code section 2-210 "authority to regulate", provides that absent another rule or regulation being adopted by the commission the procedure to govern this commission shall be Roberts rule of order latest edition.

Jan 5, 2026

Thank you

Jan 5, 2026

You're welcome

Jan 5, 2026

5

Osceola Se Defiende
13h ·

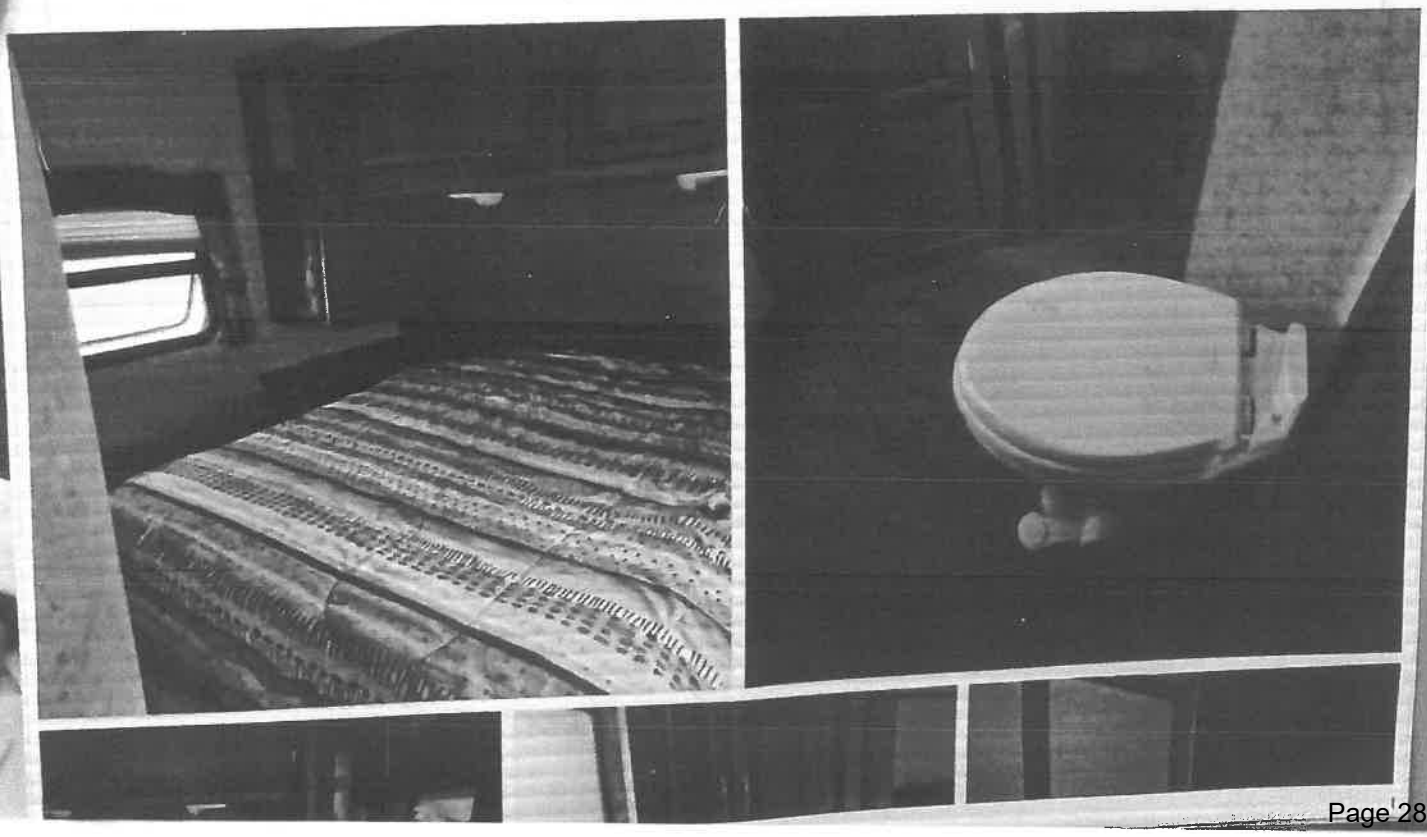
Mayor Jackie Espinosa
Here is your answer 🤡🤡🤡
The circus is back in town and recruiting more clowns !

This is Jose Olivio, I left you a voicemail on specific details
May I have your email to send you my findings ?

3d ·

Lillian Evans · Follow
6d ·

Trailer For Rent thousand dollars a month $600 deposit everything included an electric cable Wi-Fi TVs fully furnished



William J Rodriguez
The way you have handled all of this with class truly sets you apart from everyone else. It speaks volumes about your character, integrity, and professionalism. I genuinely respect how you've carried yourself through it all.

2w Like Reply 4

Mayor Jackie Espinosa
William J Rodriguez thank you. Often times we ALWAYS take the high road but when they touch our families or show up at our homes- then we have to dig deeper. We have discovered their trajectory and find detail and see clearly how their criminal minds work. We will always protect our families first and foremost.

I really appreciate your comment. We have ignored so much since 2024 but reality is that obsession borders danger. And that's what we're experiencing now.

2w Like Reply 1

William J Rodriguez
Mayor Jackie Espinosa there's lines that never should be crossed, and when those lines are crossed you are entitled to do what you need to do

2w Like Reply 2

Osceola Se Defiende
William J Rodriguez agreed mayor cause they have not learned to just move On

2w Like Reply

Dec 18, 2025 ·

9

Sami Haiman-Marrero

The line has to be drawn on the sand. People need to feel the consequences of their actions. It's the only way to demand respect.

2w Like Reply 3

Author

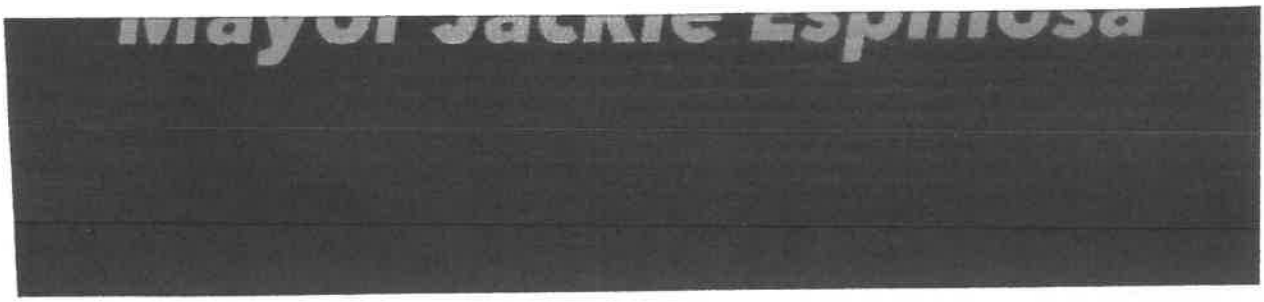
Kissimmee Mayor Jackie Espinosa

Sami Haiman-Marrero 100% correct. I don't expect for everyone to be a supporter cause this is a very different administration but disrespect is one thing I am never going to tolerate. It's always the same little group spreading venom and doing NOTHING to help our community. It's the same exact people that lost the elections, for
Evicted from their business for Not paying rent, ask for special treatment on items that do not benefit our overall vision and continue recruiting haters.

Common denominator - all have criminal records, arrests, stalkers, fraudsters, and the list goes on.

I have ignored them since we prevailed but enough is enough. Now they are going to our homes and cyberpunking and there are laws that protect us.

Dec 18, 2025 ·



32 15 1

Most relevant

Jorge Gil
Please put out there for the community to know who these individuals are that are harassing and intimidating yourself or others!! #transparency

2w Like Reply 4

Author
Kissimmee Mayor Jackie Espinosa
Jorge Gil these are very INTERESTING PEOPLE most don't understand the importance of moving forward or working for a better city.

They are sent to divide and create chaos.

We are ALL working towards a better and brighter tomorrow and these folks are bordering safety concerns.

Additionally showing up at an elected official's home is unacceptable.

We should never allow this type of behavior and we need to draw the line in the sand.

Ignorance is no excuse for this kind of conduct.

2

12:06

◀ Messages

Osceola Se Defiende commented on your post.



1 1

Osceola Se Defiende · 1m

He's a great guy. Your obsession is worrisome mi vida loca.

Reply

Write a comment...

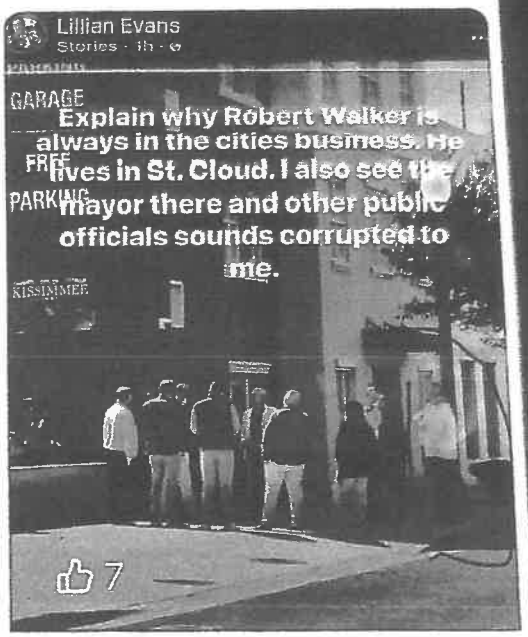
8:38

osceola se defiende

All People Reels Groups Pages

El Enemigo del Wade también conocido como el Estalker de Kissimmee's barrio. Y está recluta...



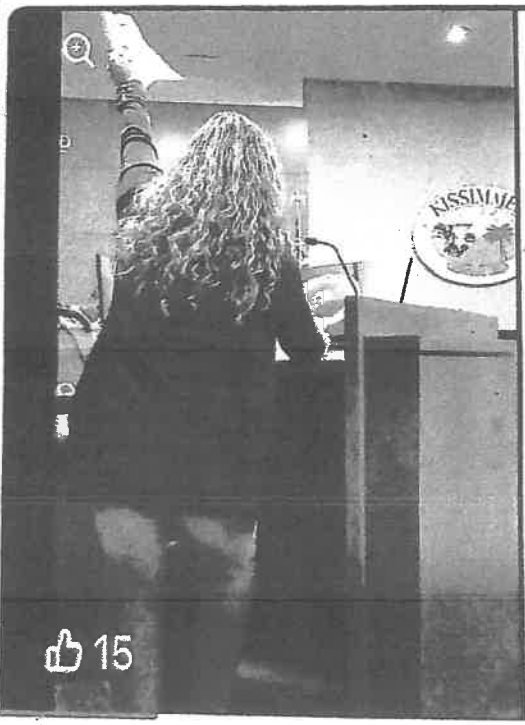


Pueblo Latino... 2d

Lillian ♥ Fetzer
Así comenzamos el...

Osceola Se Def... 1d

Espérate que está vieja stalker - peepi...





Home Friends Marketplace Dating Notifications Profile

CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "D"

DATE: 03-17-26

AGENDA ITEM #: D.A

NON-AGENDA ITEM: _____

NAME: Alexander Alemi

ADDRESS: 424 Lakeshore Blvd **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

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

ITEM 7.B

Resolution and Approval of a Memorandum of Agreement between the City of Kissimmee and Florida Department of Transportation

Request

Request approval of a Resolution to execute the Landscape Construction and Maintenance Memorandum of Agreement (MOA) (Contract #20250175) between the City of Kissimmee and the Florida Department of Transportation to install and maintain landscaping within the right of way on State Road 530 (Vine Street) for the United Cerebral Palsy (UCP) of Central Florida, Inc., Osceola Campus Charter School.

Explanation

Since the adoption of the Form Based Code (FBC)(Ord.3034) in the Land Development Code (LDC) at the August 4, 2020, City Commission, primary streets in the FBC area require wider sidewalks (12 feet) and green space (furnishing zone) areas (8 feet). The widening of the sidewalks may be between the road right-of-way and the property. Vine Street is a primary street that is maintained by the Florida Department of Transportation (FDOT).

The United Cerebral Palsy (UCP) of Central Florida, Inc., Osceola Campus Charter School (CU-24-0012) is building its new campus along Vine St., which requires wider sidewalks and green spaces. This Memorandum of Agreement between FDOT and the City acknowledges that the maintenance of the existing sidewalk and any newly constructed pedestrian facilities and landscaping in the right of way on Vine St. in front of the new UCP Osceola Campus Charter School will now be maintained by the City.

Recommendation

Approve the Resolution to execute the Landscape Construction and Maintenance Memorandum of Agreement between the City of Kissimmee and the Florida Department of Transportation for the UCP of Central Florida, Inc., Osceola Campus Charter School.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. (S)FDOT Landscape Resolution & Agreement_ UCP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, AUTHORIZING THE EXECUTION OF A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Transportation ("FDOT") and the City of Kissimmee, ("City") desires to enter into a Landscape Construction and Maintenance Memorandum of Agreement regarding ongoing maintenance of streetscape improvements within the City's Form Based Code area; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way and has requested the City to execute and deliver to FDOT the Landscape Construction and Maintenance Memorandum of Agreement (Exhibit A); and

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. The City Commission hereby authorizes the Mayor and City Manager to execute a Landscape Construction and Maintenance Memorandum of Agreement between the City of Kissimmee and FDOT.

SECTION 3. That the City Commission of the City of Kissimmee, Florida, hereby approves the Project consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2024).

SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS **7th** DAY OF **April**, 2026.

CITY OF KISSIMMEE

Jackie Espinosa, Mayor - Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney

REV. 9/18/2019

LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ___ day _____ of ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "DEPARTMENT" and the City of Kissimmee, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the "LOCAL GOVERNMENT."

W I T N E S S E T H

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road 530 (US 192) as part of the State Highway System; and

WHEREAS, the LOCAL GOVERNMENT seeks to install and maintain certain landscaping within the right of way of State Road 530 as part of the UCP School development; and

WHEREAS, the LOCAL GOVERNMENT, as part of said landscaping, seeks to remove or has removed sidewalk from a portion of said right of way and replace existing sidewalk or connect the remaining sidewalk to a LOCAL GOVERNMENT sidewalk located off of said right of way; and

WHEREAS, the DEPARTMENT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, has authorized its officers to execute this AGREEMENT on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The LOCAL GOVERNMENT hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plans included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The LOCAL GOVERNMENT shall not change or deviate from said plans without written approval of the DEPARTMENT.

2. The LOCAL GOVERNMENT agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Additionally, the LOCAL GOVERNMENT agrees to maintain existing sidewalk that remains in the right of way, if any, within the area between the boundary line on either side of the abutting

property extending forward to the back of the curb, or if no curb exists, then the edge of the travel lane, and within the area connecting with the sidewalk as shown in Exhibit "B", as well as any newly constructed pedestrian facilities depicted on Exhibit "B." Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The LOCAL GOVERNMENT's responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The LOCAL GOVERNMENT also agrees to maintain the LOCAL GOVERNMENT sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above-named functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.

3. All landscape installation and all maintenance activities undertaken by the LOCAL GOVERNMENT shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this AGREEMENT, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the DEPARTMENT may complete the installation, with DEPARTMENT or Contractor's personnel, and invoice the LOCAL GOVERNMENT for expenses incurred.

   (b) If installation has been properly completed or if the DEPARTMENT elects not to complete the installation under (a) above, and maintenance by the LOCAL GOVERNMENT is not in compliance with paragraphs 2 or 3, the DEPARTMENT may take action to maintain the landscaping or existing sidewalk or a part thereof, with DEPARTMENT or Contractor's personnel and invoice the LOCAL GOVERNMENT for expenses incurred, or

   (c) The DEPARTMENT may terminate the AGREEMENT, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the right-of-way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. The DEPARTMENT may,

in its discretion, remove, relocate or adjust the landscaping materials, with the LOCAL GOVERNMENT being responsible for the cost of any removal.

Upon DEPARTMENT action under one of the above options and upon direction of the DEPARTMENT, the LOCAL GOVERNMENT shall cease installation and maintenance activities under this AGREEMENT.

5. It is understood between the parties hereto that the landscaping covered by this AGREEMENT may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance which may impact the landscaping. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the DEPARTMENT may remove the same, with the LOCAL GOVERNMENT being responsible for the cost of removal.

6. The LOCAL GOVERNMENT may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the LOCAL GOVERNMENT remains responsible for proper performance under this AGREEMENT and shall take all steps necessary to ensure that its employees or third parties perform as required under this AGREEMENT.

7. The LOCAL GOVERNMENT agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

8. The term of this AGREEMENT commences upon execution. The LOCAL GOVERNMENT shall notify or cause the Department's Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the LOCAL GOVERNMENT may proceed with the project.
9. LEGAL REQUIREMENTS. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
    (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(b) The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

(c) The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the DEPARTMENT as a result of this Agreement.

(d) The LOCAL GOVERNMENT shall not cause any liens or encumbrancesto attach to any portion of the DEPARTMENT right-of-way.

(e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

(f) LOCAL GOVERNMENT:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are no other AGREEMENTS and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This AGREEMENT may not be assigned or transferred by the LOCAL GOVERNMENT in whole or part without the consent of the DEPARTMENT.

12. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the AGREEMENT and Florida law, the laws of Florida shall prevail.

13. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to apublic entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a

public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

ADOPTED THIS ____ DAY OF ____, 2026.

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor - Commissioner

ATTEST:

_____
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Ron J. Meade, P.E., District Maintenance Engineer

Attest: _____
Geneva Maynard, Maintenance Project Manager

Legal Approval_____

EXHIBIT B

CONSTRUCTION PLANS
FOR
UCP SCHOOL - KISSIMMEE
CITY OF KISSIMMEE, FLORIDA

LEGAL DESCRIPTION

PID 22-25-29-1360-000B-0010
LOTS 5 THRU 8 AND THE WEST 90 FEET OF LOTS 1 THRU 4, LESS THE NORTH 23 FEET OF LOT 5 AN THE NORTH 23 FEET OF THE WEST 90 FEET OF LOT 4, FOR ROAD RIGHT OF WAY, BLOCK B, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 13 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN UNNAMED ALLEY ABUTTING LOTS 5, 6, 7 AND 8 ON THE EAST AND LOTS 1, 2, 3, AND 4 ON THE WEST, ALSO THE NORTH 17.5 FEET OF VACATED CHERRY STREET ABUTTING LOT 8 AND THE WEST 90 FEET OF LOT 1.

LESS AND EXCEPT RIGHT OF WAY CONVEYED IN OFFICIAL RECORDS BOOK 95, PAGE 494, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PID 22-25-29-1360-000E-0010
LOTS 5 THRU 8 AND THE WEST 90 FEET OF LOTS 1 THRU 4, BLOCK E, AND VACATED ALLEY ABUTTING LOTS 5, 6, 7, AND 8 ON THE EAST AND ABUTTING THE WEST 90 FEET OF LOTS 1, 2, 3 AND 4, ON THE WEST AND THAT PORTION OF VACATED CHERRY STREET AND VACATED ORANGE AVENUE ABUTTING SAID BLOCK E, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 13 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PID 22-25-29-1360-000H-0010
LOTS 5 THRU 8 AND THE WEST 90 FEET OF LOTS 1 THRU 4, BLOCK H, AND VACATED ALLEY ABUTTING LOTS 5, 6, 7, AND 8 ON THE EAST AND ABUTTING LOTS 1, 2, 3 AND 4 ON THE WEST, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 11 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO THE SOUTH 15 FEET OF VACATED ORANG STREET AND THE NORTH 15 FEET OF VACATED MAGNOLIA STREET ABUTTING SAID LOTS.

PID 22-25-29-1360-000K-0010
LOTS 5 THRU 8 AND THE WEST 90 FEET OF LOTS 1 THRU 4, BLOCK K. ALSO VACATED ALLEY ABUTTING LOTS 5, 6, 7 AND 8 ON THE EAST ANG ABUTTING LOTS 1, 2, 3, AND 4 ON THE WEST, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 11 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO THE SOUTH 15 FEET OF VACATED MAGNOLIA STREET ABUTTING THE WEST 90 FEET OF LOTS 4 AND 5.

LESS AND EXCEPT THE SOUTH 28.5 FEET OF BLOCK "K", LESS THE EAST 110 FEET THEREOF, OF R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY.

ALSO DESCRIBED AS:
A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING LOTS 6-8 AND A PORTION OF 1-5, BLOCK B, TOGETHER WITH LOTS 5-8 AND A PORTION OF LOTS 1-4, BLOCK E, TOGETHER WITH LOTS 5-8 AND A PORTION OF LOTS 1-4, BLOCK H, TOGETHER WITH LOTS 5-7 AND A PORTION OF LOTS 1-4 AND LOT 8, BLOCK K, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 13, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, TOGETHER WITH THOSE PORTIONS OF VACATED ALLEY, VACATED CHERRY STREET, VACATED ORANGE STREET, AND VACATED MAGNOLIA STREET ABUTTING SAID LOTS, PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 235, PAGE 470, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:
BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 192 AND THE EAST RIGHT OF WAY LINE OF UNION STREET; THENCE RUN S88°42'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 310.65 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°15'52"W, A DISTANCE OF 1,211.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OAK STREET; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE: RUN S86°31'50"W, A DISTANCE OF 244.34 FEET; THENCE RUN N89°12'02"W, A DISTANCE OF 59.95 FEET; THENCE RUN N44°12'02"W, A DISTANCE OF 9.91 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY LINE OF UNION STREET; THENCE RUN N00°16'11"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1,225.67 FEET TO THE POINT OF BEGINNING.

UTILITY PROVIDERS

RECLAIMED / WATER / SEWER
TOHO WATER AUTHOTITY
PHONE: 407.944.5042
PETER S. BROWN

FIBER:
UNITI FIBER LLC
PHONE: 251.214.7059
CHARLIE CROFT

CABLE TV:
CHARTER COMMUNICATIONS
PHONE: 813.302.0800
GARY BLEVINS

POWER:
KISSIMMEE UTILITY AUTHORITY
PHONE: 407.933.7777
ENGINEERING DEPARTMENT

GAS:
TECO PEOPLE GAS ORLANDO
PHONE: 813.743.7164
CHEYENNE THOMPSON

FIBER / TELEPHONE:
CENTURY LINK
PHONE: 850.599.1444
BILL MCCLOUD

PROJECT TEAM

OWNER:
UCP OF CENTRAL FLORIDA
4780 DATA COURT
ORLANDO, FL 32817
PHONE: 407-852-3323
EMAIL: KJACOBS@UCPFL.ORG

ARCHITECT:
SCHENKEL SHULTZ
200 E. ROBINSON ST, SUITE 300
ORLANDO, FL 32801
PHONE: 407-872-3322
CONTACT: ESTELA MARTINEZ

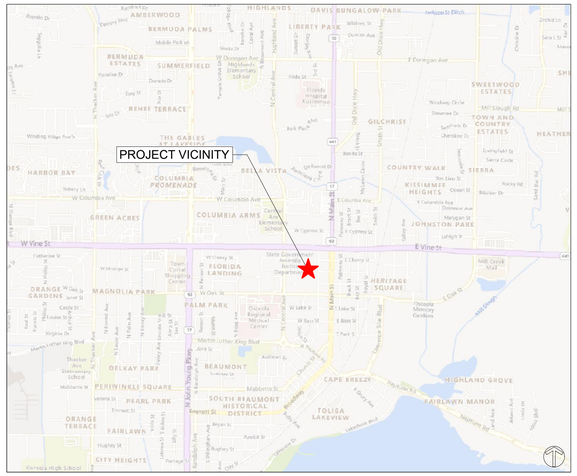
ENVIRONMENTAL:
MODICA & ASSOCIATES
302 MOHAWK ROAD
CLERMONT, FL. 34715
PHONE: 352-394-2000

CONTRACTOR:
RA ROGERS CONSTRUCTION COMPANY, LLC
234 NORTH WESTMONTE DRIVE, SUITE 2000
ALTAMONTE SPRINGS, FL 32714
PHONE: 407-339-4001
CONTACT: JASON WHITWORTH
EMAIL: JWHITWORTH@RAROGERS.COM

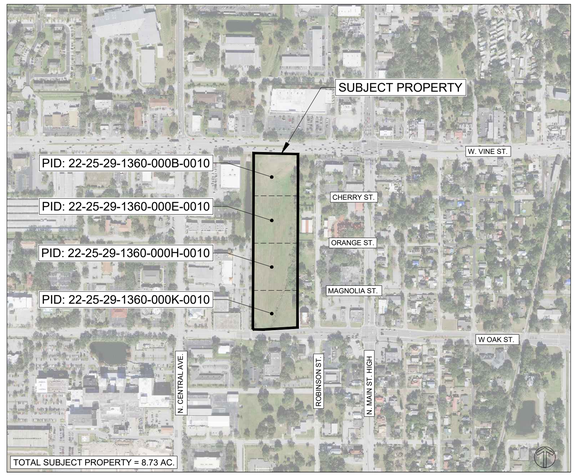
CIVIL ENGINEER:
KPM FRANKLIN, INC.
6300 HAZELTINE NATIONAL DR,STE. 118
ORLANDO, FL 32822
PHONE: 407-410-8624
CONTACT: DANIEL DOYLE, P.E.
EMAIL: DDOYLE@KPMFRANKLIN.COM

SURVEYOR:
JOHNSTON'S SURVEYING, INC
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FL 34744
PHONE: 407-847-2179
CONTACT: RICHARD D. BROWN

LANDSCAPE ARCHITECT:
KPM FRANKLIN, INC.
6300 HAZELTINE NATIONAL DR,STE. 118
ORLANDO, FL 32822
PHONE: 407-410-8624
CONTACT: JAMES BROWN, R.L.A.



LOCATION / VICINITY MAP
SCALE: 1" = 2000'



AERIAL MAP
SCALE: 1" = 500'



FLOOD MAP
NTS



SOILS MAP
NTS

PREPARED FOR:

UCP of Central Florida

PREPARED BY:

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR,
STE. 118 ORLANDO, FL 32822

SHEET INDEX

SHEET	TITLE	REV	DATE
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C1.0	OVERALL SITE PLAN		
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C1.2	ENLARGED SITE PLAN		
C2.0	GRADING & DRAINAGE PLAN		
C2.1	GRADING & DRAINAGE PLAN		
C2.2	CROSS SECTIONS		
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C2.5	CROSS SECTIONS		
C2.6	CONTROL STRUCTURES DETAILS		
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C5.2	GENERAL DETAILS		
C5.3	GENERAL DETAILS		
C5.4	GENERAL DETAILS		
C6.0	UTILITY DETAILS		
C6.1	UTILITY DETAILS		
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A201	EXTERIOR ELEVATIONS		
A202	EXTERIOR ELEVATIONS - COLOR		
A203	EXTERIOR ELEVATIONS - RENDERING		
E0.1	PHOTOMETRIC SITE PLAN		

TOHO UTILITY QUANTITIES

DESCRIPTION	QTY.
SANITARY MANHOLE	5 UNITS
12" PVC SDR35 SANITARY	1,100 LF.
6" PVC SDR35 SANITARY	32 LF.
FIRE HYDRANT ASSEMBLY	2 UNIT
4" FIRE DEPARTMENT CONNECTION	1 UNIT
8" PVC C900 DR18 WM	52 LF.
2 1/2" PVC SCH. 40 WM	451 LF.
2 1/2" REDUCED PRESSURE BACKFLOW PREVENTER	1 UNIT
2 1/2" COMMERCIAL WATER METER	1 UNIT
6" PVC DR14 FIRE	522 LF.
6" DDCV ASSEMBLY	1 UNIT
4" PVC DR14 FIRE	109 LF.

This item has been digitally signed and sealed by Daniel Doyle on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DRC #: CU-24-0012

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR, STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

REVISIONS	DATE	
8		
7		
6		
5		
4	04/18/25	TOHO, CITY AND SFWMD SUBMITTAL NO.3
3	02/24/25	TOHO, CITY AND SFWMD SUBMITTAL NO.2
2	12/20/24	TOHO & CITY PERMIT SUBMITTAL NO.1
1		STATUS: 100% DESIGN & PERMITTING

REVISIONS	DATE	
10		
9		
8		
7		
6		
5		
4		
3	04/18/25	REVISIONS TO ADDRESS CITY AND TOHO COMMENTS
2	02/21/25	REVISIONS TO ADDRESS CITY AND TOHO COMMENTS
1		

COVER SHEET

UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE LICENSE No. 92699 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANIEL DOYLE
FL REG. NO. 92699

JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C0.0
REV:	2

P:\24-0045.000 UCP GAMPIS - THE GROVES\DESIGN\PLANS\CONSTRUCTION\DS_COVER SHEET.DWG 4/10/2025

GENERAL CONSTRUCTION NOTES:

1. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) AS SHOWN ON EACH SHEET.

2. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.

3. THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES. IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, CALL "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT ONLY THOSE INCLUDED IN THE "SUNSHINE" PROGRAM.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES (ABOVE OR BELOW GROUND) THAT MAY OCCUR AS A RESULT OF THE WORK PREFORMED BY THE CONTRACTOR.

6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE GOVERNING MUNICIPALITY, THE UTILITY PROVIDER, FDOT, AND WATER MANAGEMENT DISTRICT AS APPLICABLE BY JURISDICTION.

9. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL CIVIL SITE WORK MATERIAL WHICH INCLUDES BUT IS NOT LIMITED TO: PRECAST STRUCTURES, UTILITY PIPING, UTILITY ASSEMBLIES, CONCRETE WORK, ASPHALT MIX, STRIPING, SIGNAGE, ETC. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.

10. AT LEAST FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTORS PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

11. WORK PREFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.

12. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.

13. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED, ARE TO BE SEEDED AND MULCHED TO DOT STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD, HAVE BEEN OBTAINED. ANY WASHOUT, REGRADING, RESEEDING AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY THE REGULATORY AGENCY AND ENGINEER OF RECORD.

14. THE CONTRACTOR SHALL LOCATE AND FLAG ALL PROPERTY CORNERS PRIOR TO FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE PROPERTY CORNERS, WHICH HAVE BEEN LOST DURING CONSTRUCTION, RE-ESTABLISHED BY A PROFESSIONAL LAND SURVEYOR.

15. THE CONTRACTOR IS TO REVIEW THE SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND COMMENCING CONSTRUCTION..

16. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.

17. ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.

18. THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE A MINIMUM OF 72 HOURS NOTICE PRIOR TO CONDUCTING FIELD TESTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NOTIFYING AND ARRANGING FOR INSPECTIONS.

19. THE CONTRACTOR SHALL MAINTAIN, AT THE JOBSITE, A RECORD COPY OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE 'AS-BUILT' DOCUMENTS ARE TO BE MADE AVAILABLE TO THE OWNER/ENGINEER DURING CONSTRUCTION AND SHALL BE DELIVERED TO THE OWNER'S REPRESENTATIVE UPON COMPLETION OF THE PROJECT.

20. THE CONTRACTOR IS ADVISED TO VERIFY AND LOCATE ALL HORIZONTAL AND VERTICAL CONTROL POINTS PRIOR TO CONSTRUCTION, BRING ANY LAYOUT DISCREPANCIES TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

21. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND RUBBLE FROM THE SITE.

23. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.

24. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER, REVIEW AND MAINTAIN A COPY OF ALL REQUIRED PERMITS FOR THE PROJECT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION ON THE CONSTRUCTION SITE.

25. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT No. 2115384 PREPARED BY UES PROFESSIONAL SOLUTIONS, LLC DATED OCTOBER 21, 2024. CONTRACTOR SHALL REVIEW & FAMILIARIZE HIMSELF WITH, AND ADHERE TO THE RECOMMENDATIONS INCLUDED THEREIN.

26. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON SITE. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION.

27. ALL WORK AND ALL MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.

28. THE SPECIFICATIONS, NOTES AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER ALL DETAILS OF DESIGN AND CONSTRUCTION. HOWEVER, THE CONTRACTOR SHALL FURNISH AND INSTALL THE WORKS IN ALL DETAILS AND READY FOR OPERATION.

29. ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURERS WRITTEN INSTRUCTIONS.

30. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

31. NO EXTRA PAYMENTS SHALL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATION AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE CONTRACTS DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.

32. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

DEMOLITION AND EROSION CONTROL NOTES:

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.

2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.

3. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION

4. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.

5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.

7. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY AND THE ENGINEER TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES, AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

8. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.

9. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS EXISTING AND NEWLY INSTALLED, AND SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.

10. ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.

11. WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS AND RE-SODDED IN ACCORDANCE TO THE PLANS.

12. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS AND EXISTING WETLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR THE COUNTY/CITY/STATE, EXCESSIVE QUANTITIES OF EARTH ARE TRANSFERRED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO CLEAN AND RESTORE THE AREA TO THE SATISFACTION OF THE ENGINEER AND/OR THE JURISDICTIONAL AGENCY.

13. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.

14. THE SURFACE AREA OF OPEN, RAW, ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS, SHALL NOT EXCEED TEN (10) ACRES WITHOUT WRITTEN AUTHORIZATION FROM THE COUNTY/CITY ENGINEER.

15. CONTRACTOR SHALL ASSURE THAT ALL APPROPRIATE AND REQUIRED PERMITS ARE IN HAND AND DISPLAYED ON THE SITE AS REQUIRED BY REGULATORY AGENCIES PRIOR TO PROCEEDING WITH DEMOLITION. CONTRACTOR SHALL ASSURE THAT THE OWNER HAS ISSUED A NOTICE TO PROCEED PRIOR TO COMMENCEMENT.

16. CONTRACTOR SHALL PROTECT THE EDGE OF ALL REMAINING PAVEMENT AND HARDSCAPE. DO NOT HAUL OVER UNPROTECTED PAVEMENT OR SAWCUT EDGES.

17. FILL AND COMPACT ALL DEPRESSIONS AND REMOVAL TRENCHES. COMPACT TO 95 % MODIFIED PROCTOR OUTSIDE PROPOSED BUILDINGS AND PAVEMENT. COMPACT TO 95% OF MAXIMUM DENSITY FOR ASTM D-1557.

18. CONTRACTOR SHALL LEAVE SITE FREE OF HOLES, HAZARDS, IMPOUNDMENTS AND DEBRIS UPON COMPLETION.

19. DISPOSAL OF ALL MATERIAL LEAVING THE SITE WILL BE ON HAUL ROUTES, BY METHODS AND TO DISPOSAL SITE AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

20. NOISE LEVELS AND HOURS OF DEMOLITION OPERATIONS RELATED THERETO SHALL BE AS DIRECTED BY OWNER.

21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE WORKING OF ALL EXISTING IRRIGATION COMPONENTS THROUGHOUT THE DURATION OF CONSTRUCTION. NO INTERRUPTION TO IRRIGATION SHALL EXTEND BEYOND ONE WORK DAY. ANY SYSTEMS NOT FUNCTIONING CORRECTLY SHALL BE REPAIRED PRIOR TO END OF EACH WORK DAY.

22. EXISTING PAVEMENT AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES.

PAVING, GRADING AND DRAINAGE NOTES:

1. THE CONTRACTOR SHALL REFER TO REPORT No. 215384 PREPARED BY UES PROFESSIONAL SOLUTIONS, LLC, PROJECT No. 0130.2400294.0000 FOR ALL SITE PREPARATIONS AND SHALL ADHERE TO THE REQUIREMENTS SET FORTH WITHIN.

2. ALL DELETERIOUS SUBSTANCE MATERIAL (E.G. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.

3. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTION, ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATIONS OR REMOVAL IS PROVIDED OR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.

4. THE CONTRACTOR MUST MAINTAIN DRAINAGE TO THE EXISTING STRUCTURES THROUGHOUT CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.

6. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO CO-ORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.

7. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.

8. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.

9. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.

10. BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

11. STANDARD PLANS REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".

12. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC WRAP PER FDOT STANDARD PLANS INDEX 430-001.

13. PVC STORM PIPE (12" AND SMALLER) SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS UNLESS OTHERWISE NOTED.

14. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES. PIPE LENGTH FOR MITERED END AND FLARED END SECTIONS ARE TO END OF PIPE.

15. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.

16. UNDERCUTTING AND/OR OVER EXCAVATING THE RETENTION/DETENTION AREAS WILL NOT BE ALLOWED.

17. ALL CURBS, INLET THROATS, INLET TOPS AND CURB TIE-INS SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF PAVEMENT BASE.

18. PIPE WITH LIFTING HOLES WILL NOT BE ALLOWED IN ROADWAYS AND IS NOT APPROVED FOR ROADWAY CONSTRUCTION.

19. ALL INLET GRATES AND MANHOLE COVERS SHALL BE STEEL OR CAST IRON PER FDOT STANDARD PLANS INDEX NO. 425-052, AND SHALL BARE LABELING AS REQUIRED BY THE CITY.

20. ALL MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE.

21. CONTRACTOR SHALL DETERMINE THE BOTTOM SIZE OF ALL DRAINAGE STRUCTURES SO AS TO FIT ALL REQUIRED PIPES.

22. DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT.

23. ALL PAVEMENT, PAVEMENT BASE, CURBING, STORM WATER SYSTEMS, WATER SYSTEMS AND SANITARY SEWER SYSTEMS THAT ARE TO BE DEMOLISHED AND REMOVED SHALL BE DISPOSED OF OFF-SITE BY THE SITE CONTRACTOR TO AN APPROVED LANDFILL, UNLESS OTHERWISE DIRECTED BY THE OWNER AND APPROVED BY THE PROJECT ENGINEER.

24. ALL MANHOLES SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 425-001 AND 425-010 UNLESS OTHERWISE NOTED.

25. TEMPORARY CONSTRUCTION DEWATERING MAY BE NECESSARY, PARTICULARLY IF CONSTRUCTION PROCEEDS DURING THE WET SEASON. TEMPORARY CONSTRUCTION DEWATERING SHOULD BE ABLE TO MAINTAIN THE WATER LEVEL AT LEAST 2 FEET BELOW ALL COMPACTION SURFACES. STARTING TEMPORARY CONSTRUCTION DEWATERING PRIOR TO CLEARING AND GRUBBING MAY TEND TO LESSEN OFF-HAUL WEIGHTS AND COSTS. ALTHOUGH WELL POINT SYSTEMS ARE COMMONLY USED FOR RELATIVELY CLEAN SANDS, SUCH AS IDENTIFIED AT THIS SITE, HORIZONTAL DEWATERING MAY BE MORE EFFECTIVE FOR LARGER AREAS. THE SELECTION AND DESIGN OF A TEMPORARY CONSTRUCTION DEWATERING SYSTEM SHOULD BE PERFORMED BY A CONTRACTOR EXPERIENCED IN CONSTRUCTION DEWATERING.

26. PRIOR TO PLACING FILL, EXISTING VEGETATION AND ROOT MAT SHOULD BE REMOVED. COMPLETE STRIPPING OF THE TOP SOIL SHOULD BE PERFORMED IN ANY OF THE PROPOSED BUILDING AND PARKING/DRIVEWAY AREAS.

27. THE SUBGRADE SHOULD BE PROOF-ROLLED. PROOF-ROLLING CAN BE PERFORMED WITH APPROPRIATE HEAVY EQUIPMENT TO OBTAIN A MINIMUM COMPACTION AS SPECIFIED. THE PROOF-ROLLING SHOULD BE PERFORMED UNDER THE DIRECTION OF THE GEOTECHNICAL ENGINEER. EXCESSIVELY WET OR DRY MATERIAL SHOULD EITHER BE REMOVED OR MOISTURE CONDITIONED AND RECOMPACTED. UNSTABLE SOIL (PUMPING) SHOULD BE REMOVED OR MOISTURE CONDITIONED AND COMPACTED IN PLACE PRIOR TO PLACING FILL.

28. ANY WATER THAT COLLECTS OVER, OR ADJACENT TO, CONSTRUCTION AREAS SHOULD BE PROMPTLY REMOVED. IF THE SUBGRADE DESICCATES, SATURATES, OR IS DISTURBED, THE AFFECTED MATERIAL SHOULD BE REMOVED, OR THESE MATERIALS SHOULD BE SACRIFICED, MOISTURE CONDITIONED, AND RECOMPACTED, PRIOR TO FLOOR SLAB AND PAVEMENT CONSTRUCTION. ALL THESE PROCESSES SHOULD BE OBSERVED BY THE GEOTECH ENGINEER.

29. AS A MINIMUM, ALL TEMPORARY EXCAVATIONS SHOULD BE SLOPED OR BRACED AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) REGULATIONS TO PROVIDE STABILITY AND SAFE WORKING CONDITIONS. ALL EXCAVATIONS SHOULD COMPLY WITH LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING THE CURRENT OSHA EXCAVATION AND TRENCH SAFETY STANDARDS.

30. THE EARTHWORK EFFORTS SHOULD BE MONITORED UNDER THE DIRECTION OF THE GOETECHNICAL ENGINEER. THIS MONITORING SHOULD INCLUDE DOCUMENTATION OF ADEQUATE REMOVAL OF VEGETATION AND TOP SOIL, PROOF-ROLLING AND MITIGATION OF AREAS DELINEATED BY THE PROOF-ROLL TO REQUIRE MITIGATION.

31. PLACE FILL IN UNIFORM LIFTS NOT EXCEEDING 12 IN. IN LOOSE THICKNESS THAT WILL UNIFORMLY COMPACT TO THE REQUIRED DENSITIES.

32. BRING EACH LAYER TO BETWEEN ±4% OF OPTIMUM MOISTURE CONTENT BEFORE COMPACTION. ADD WATER BY UNIFORM SPRINKLING AND MIXING WITH SOILS. ADD OR BLEND ADDITIONAL FILL MATERIALS OR DRY OUT EXISTING MATERIALS AS REQUIRED, WHEN MOISTURE CONTENT AND CONDITION OF EACH LAYER IS SATISFACTORY, COMPACT TO SPECIFIED DENSITY. COMPACT AREAS NOT ACCESSIBLE TO MOTOR-DRIVEN EQUIPMENT WITH MECHANICAL OR HEAVY HAND TAMPERS.

33. PARKING AND PAVEMENT AREAS: COMPACT SOILS BELOW ALL PARKING AREAS, WALKS, SLABS, AND ASPHALT PAVEMENT TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR FULL DEPTH OF FILL.

34. LANDSCAPE/OPEN/DRAINAGE AREAS: COMPACT SOILS BELOW ALL LANDSCAPE, PLANTING, AND SOD AREAS TO 85% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE FULL DEPTH OF FILL.

35. MINOR STRUCTURES: SUPPORT CATCH BASINS AND OTHER MINOR STRUCTURES ON BOTTOM AND ALL SIDES BY SOILS COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR FULL DEPTH OF FILL.

36. EACH LIFT OF COMPACTED FILL SHOULD BE TESTED, EVALUATED, AND REWORKED AS NECESSARY UNTIL APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF ADDITIONAL LIFTS. EACH LIFT OF FILL SHOULD BE TESTED FOR DENSITY AND WATER CONTENT AT A FREQUENCY OF AT LEAST ONE TEST FOR EVERY 2,500 SQUARE FEET OF COMPACTED FILL IN THE BUILDING AREAS AND 5,000 SQUARE FEET IN PAVEMENT AREAS. ONE DENSITY AND WATER CONTENT TEST FOR EVERY 50 LINEAR FEET OF COMPACTED UTILITY TRENCH BACKFILL.

37. MOISTURE CONTENT AND DENSITY OF THE TOP 12 INCHES OF THE SUBGRADE BE EVALUATED AND THE PAVEMENT SUBGRADES BE PROOF-ROLLED AND TESTED WITHIN TWO DAYS PRIOR TO COMMENCEMENT OF ACTUAL PAVING OPERATIONS. COMPACTION TESTS SHOULD BE PERFORMED AT A FREQUENCY OF 1 TEST PER 10,000 SQUARE FEET OR FRACTION THEREOF. AREAS NOT IN COMPLIANCE WITH THE REQUIRED RANGES OF MOISTURE OR DENSITY SHOULD BE MOISTURE CONDITIONED AND RECOMPACTED. PARTICULAR ATTENTION SHOULD BE PAID TO HIGH TRAFFIC AREAS THAT WERE RUTTED AND DISTURBED EARLIER AND TO AREAS WHERE BACKFILLED TRENCHES ARE LOCATED. AREAS WHERE UNSUITABLE CONDITIONS ARE FOUND SHOULD BE REPAIRED BY REMOVING AND REPLACING THE MATERIALS WITH PROPERLY COMPACTED FILLS.

38. IF A SIGNIFICANT PRECIPITATION EVENT OCCURS AFTER THE EVALUATION OR IF THE SURFACE BECOMES DISTURBED, THE SUBGRADE SHOULD BE REVIEWED BY QUALIFIED PERSONNEL IMMEDIATELY PRIOR TO PAVING. THE SUBGRADE SHOULD BE IN ITS FINISHED FORM AT THE TIME OF THE FINAL REVIEW.

39. TO VERIFY THICKNESSES, AFTER PLACEMENT AND COMPACTION OF THE PAVEMENT COURSES, CORE THE WEARING SURFACE TO EVALUATE MATERIAL THICKNESS AND COMPOSITION AT A MINIMUM FREQUENCY OF 5,000 SQUARE FEET OR TWO LOCATIONS PER DAY'S PRODUCTION.

40. ALL CURBING SHOULD BE FULL DEPTH. USE OF EXTRUDED CURB SECTIONS WHICH LIE ON TOP OF ASPHALT SURFACE COURSES CAN ALLOW MIGRATION OF WATER BETWEEN THE SURFACE AND BASE COURSES, LEADING TO RIPPLING AND PAVEMENT DETERIORATION.

41. AN ADEQUATE NUMBER OF LONGITUDINAL AND TRANSVERSE CONTROL JOINTS SHOULD BE PLACED IN THE RIGID PAVEMENT IN ACCORDANCE WITH ACI AND/OR AASHTO REQUIREMENTS. EXPANSION (ISOLATION) JOINTS MUST BE FULL DEPTH AND SHOULD ONLY BE USED TO ISOLATE FIXED OBJECTS ABUTTING OR WITHIN THE PAVED AREA.

42. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.

43. THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. THE CONTRACTOR IS TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.

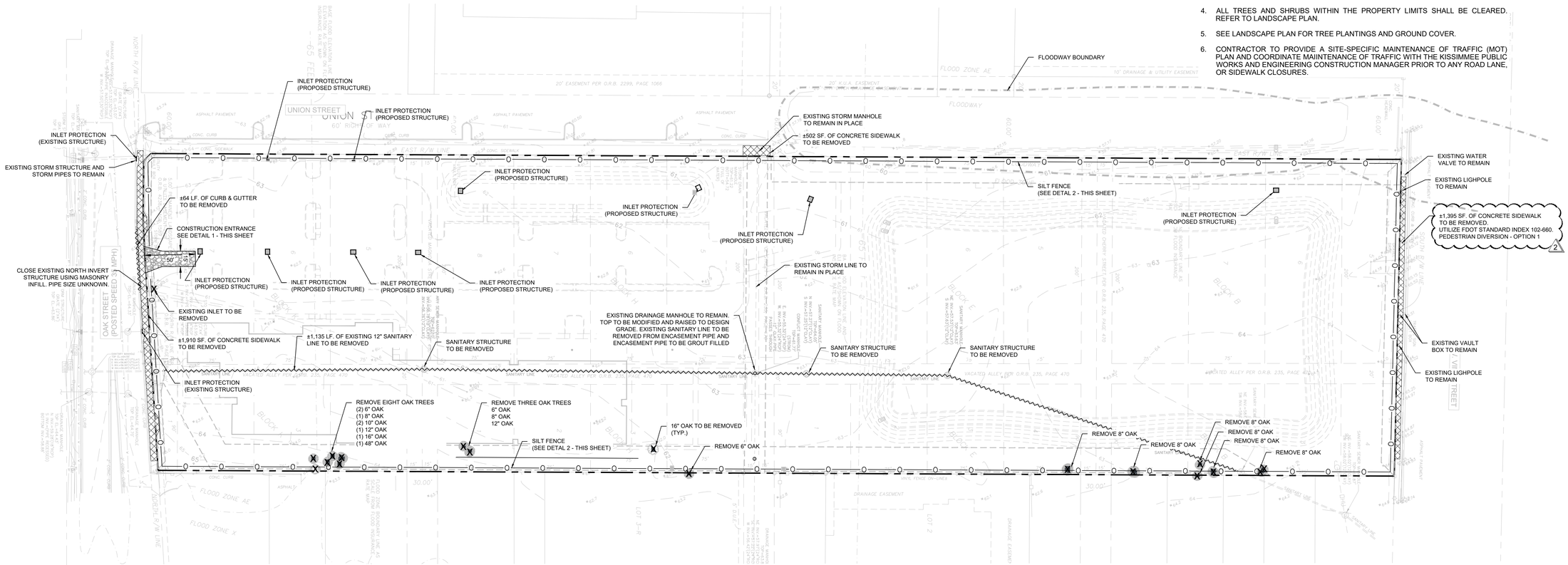
44. THE CONTRACTOR SHALL MAINTA

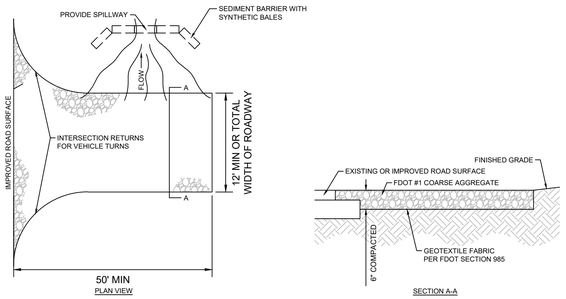
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GRAPHIC SCALE
SCALE: 1" = 50'

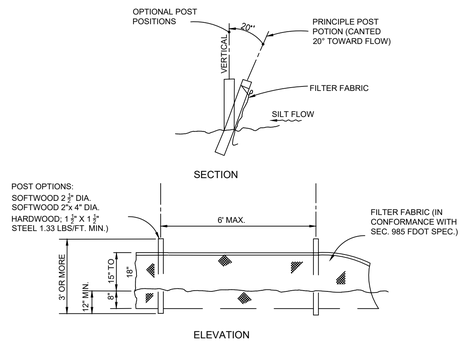
KEY LEGEND		
SYMBOL	DESCRIPTION	DETAILS KEY
	PROPERTY BOUNDARY	N/A
	SILT FENCE	DETAIL 2 - THIS SHEET
	PAVEMENT TO BE REMOVED	N/A
	LINEAR ELEMENT TO BE REMOVED	N/A
	INLET PROTECTION	DETAIL 3 - THIS SHEET
	CURB INLET PROTECTION	DETAIL 3 - THIS SHEET
	TREE PROTECTION	SEE LANDSCAPE
X	TREE REMOVAL	SEE LANDSCAPE

NOTES:
1. WHERE APPLICABLE, SILT FENCING SHALL BE INSTALLED DIRECTLY ON THE PROPERTY BOUNDARY. SILT FENCE DEPICTED ON PLANS INDICATES AN OFFSET FOR CLARITY PURPOSES ONLY. CONTRACTOR SHALL CONFIRM WITH ENGINEER EXACT LIMITS OF SILT FENCING PRIOR INSTALLATION.
2. CONTRACTOR TO CLEAR AND GRUB SITE FOLLOWING SILT FENCE INSTALLATION.
3. REFER TO EROSION CONTROL NOTES ON SHEET C0.1 FOR MORE INFORMATION.
4. ALL TREES AND SHRUBS WITHIN THE PROPERTY LIMITS SHALL BE CLEARED. REFER TO LANDSCAPE PLAN.
5. SEE LANDSCAPE PLAN FOR TREE PLANTINGS AND GROUND COVER.
6. CONTRACTOR TO PROVIDE A SITE-SPECIFIC MAINTENANCE OF TRAFFIC (MOT) PLAN AND COORDINATE MAINTENANCE OF TRAFFIC WITH THE KISSIMMEE PUBLIC WORKS AND ENGINEERING CONSTRUCTION MANAGER PRIOR TO ANY ROAD LANE, OR SIDEWALK CLOSURES.

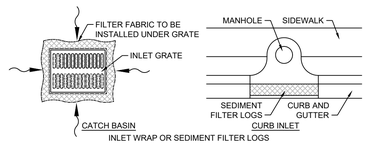




1 | CONSTRUCTION ENTRANCE DETAIL
NTS



2 | SILT FENCE DETAIL
NTS



3 | INLET PROTECTION
NTS

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR, STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

ISSUE NO.	DATE	
8		
7		
6		
5		
4	04/18/25	TOHO, CITY AND SFWMD SUBMITTAL NO.3
3	02/24/25	TOHO, CITY AND SFWMD SUBMITTAL NO.2
2	12/20/24	TOHO & CITY PERMIT SUBMITTAL NO.1
1		STATUS: 100% DESIGN & PERMITTING

REVISION NO.	DATE	
10		
9		
8		
7		
6		
5		
4		
3	04/20/25	REVISIONS TO ADDRESS FDOT ACCESS
2	02/21/25	REVISIONS TO ADDRESS CITY AND TWA COMMENTS
1		

DEMOLITION & EROSION CONTROL PLAN

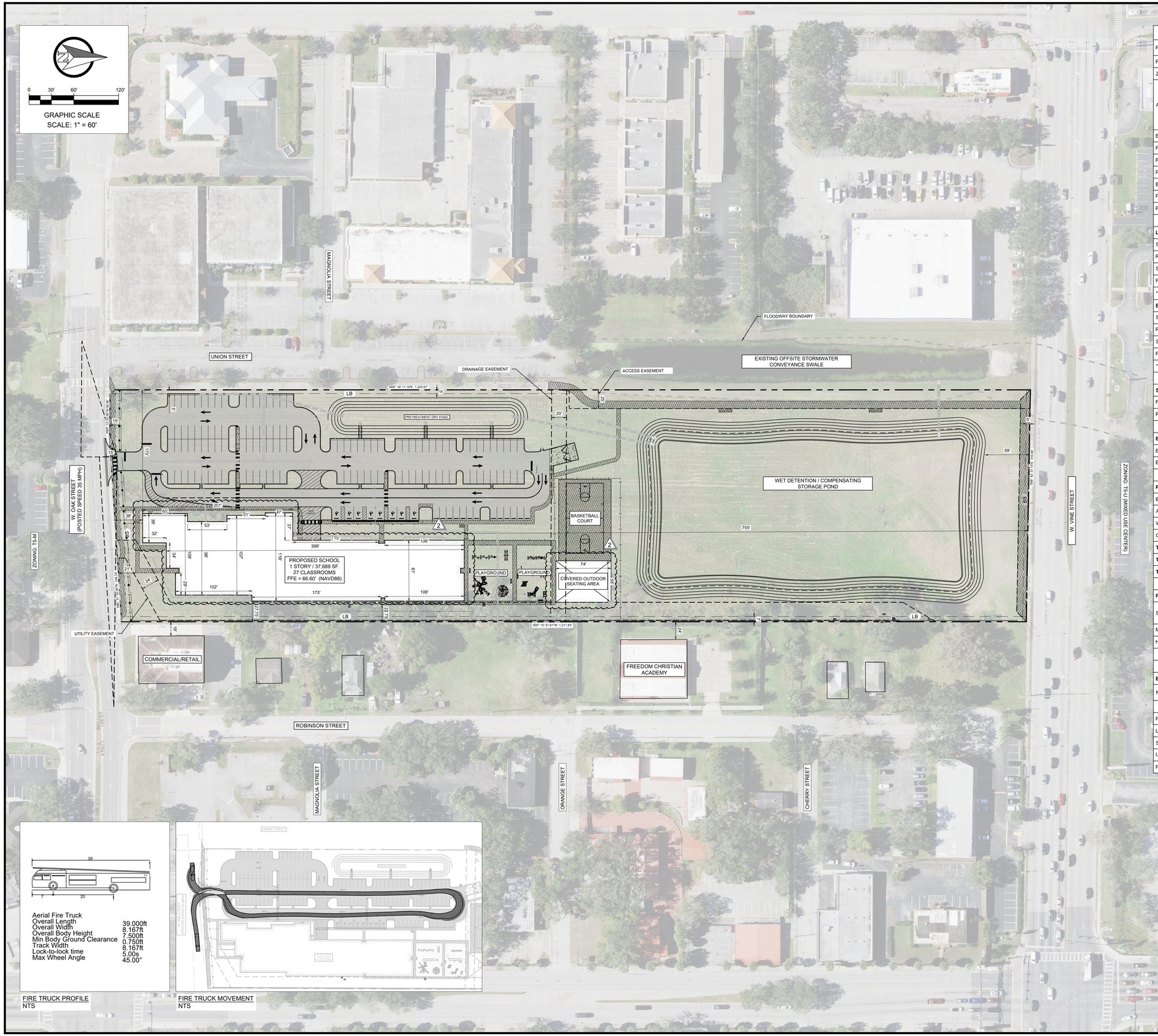
UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE LICENSE No. 92699 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANIEL DOYLE
FL. REG. NO. 92699

JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C0.2
REV:	1

P:\24-0045.000 UCP CAMPUS - THE GROVE\BIDESIGN\PLANS\CONSTRUCTION\C0\2_DEMOLITION & EROSION CONTROL PLAN.DWG 4/10/2025



SITE DATA			
PARCEL ID'S	22-25-29-1360-000K-0010, 22-25-29-1360-000H-0010, 22-25-29-1360-000E-0010, 22-25-29-1360-000B-0010		
PROJECT SITE AREA	8.73 AC. / 380,283 FT.		
ZONING	T5-M		
ADJACENT ZONING	NORTH - T5-U, MUPUD		
	WEST - T5-M, T5-U		
	EAST - T5-M		
	SOUTH - T5-M		
EXISTING LAND USE	VACANT		
FUTURE LAND USE	MU-D		
PROPOSED BUILDING AREA BREAKDOWN	1 STORY- 37,689 SF.		
PROPOSED BUILDING HEIGHT	20' 8"		
BUILDING CONSTRUCTION TYPE	II-B FBC / II (000) NFPA		
PROPOSED FAR (SF FLOOR AREA / SF LAND)	0.10		
PROPOSED CLASSROOMS	27 CLASSROOMS		
LANDSCAPE BUFFER	**REQUIRED (FT.)**	**PROVIDED (FT.)**	
SIDE (WEST - UNION ST.)	5	5	
REAR (NORTH - W. VINE ST.)	0	59*	
SIDE (EAST - ROBINSON AVE.)	7	27	
FRONT (SOUTH - W. OAK ST.)	0	21*	
* BUFFER INCLUDES SIDEWALK AS REQUIRED TO MEET STREETSCAPE CODE.			
BUILDING SETBACK / BUILD TO LINE	**REQUIRED (FT.)**	**PROVIDED (FT.)**	
SIDE (WEST - UNION ST.)	0	173	
REAR (NORTH - W. VINE ST.)	5	755	
SIDE (EAST - ROBINSON AVE.)	0	21	
FRONT (SOUTH - W. OAK ST.)	0 - 15 *	37 *	
*STREETSCAPE ZONES INCORPORATED INTO PLAN WHICH ALLOW FOR DEVIATION FROM BUILD-TO-LINE.			
STREETCAPE ZONES	**REQUIRED (FT.)**	**PROVIDED (FT.)**	
FRONT (SOUTH - W. OAK ST.)	14' (8' GREEN SPACE + 6' SW)	14	
REAR (NORTH - VINE STREET)	20' (8' GREEN SPACE + 12' SW)	20	
EXISTING IMPERVIOUS / OPEN SPACE AREA BREAKDOWN			
EXISTING OPEN SPACE	380,283 SF.	8.73 AC.	100%
EXISTING IMPERVIOUS AREA (PAVEMENT)	0 SF	0 AC.	0%
PROPOSED IMPERVIOUS / OPEN SPACE AREA BREAKDOWN			
BUILDING FOOTPRINT	37,689 SF.	0.87 AC.	9.96%
ASPHALT & CONCRETE PAVEMENT/CURBING	101,553 SF.	2.33 AC.	26.70%
WET POND	105,084 SF.	2.41 AC.	27.60%
OPEN SPACE	135,957 SF.	3.12 AC.	35.74%
TOTAL PROPOSED IMPERVIOUS AREA	**244,326 SF.**	**5.61 AC.**	*** 64%**
TOTAL DESIGN MAX IMPERVIOUS AREA	**244,326 SF.**	**5.61 AC.**	*** 64%**
TOTAL PROPOSED OPEN SPACE AREA	**135,957 SF.**	**3.12 AC.**	*** 36%**

PARKING ANALYSIS	REQUIRED	PROVIDED
SCHOOLS - ELEMENTARY	50 (2 SP / CLASSROOM = 2 * 25)	131
MEDICAL OFFICE (2,800 SF)	14 (1 SP / 200 SF)	
HANDICAPPED (12'X18')	3	8
TOTAL PARKING	67	139

BICYCLE PARKING ANALYSIS	REQUIRED	PROVIDED
NON-RESIDENTIAL DEVELOPMENT	6 (10% OF REQUIRED PARKING)	6

PHASING	SINGLE PHASE
LANDSCAPE	CITY OF KISSIMMEE
STORM WATER MANAGEMENT	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
UTILITIES (WATER, SEWER, IRRIGATION)	TOHO WATER AUTHORITY
FIRE PROTECTION	CITY OF KISSIMMEE

Aerial Fire Truck

Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

FIRE TRUCK PROFILE
NTS

FIRE TRUCK MOVEMENT
NTS

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
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PHONE (407)410-8624 COA 32059

ISSUE NO	DATE	
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1		

OVERALL SITE PLAN

UCP SCHOOL - KISSIMMEE

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0 1/2 1
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DANIEL DOYLE
FL. REG. NO. 92699

JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C1.0
REV:	2

P:\24-0045.000 UCP CAMPUS - THE GROVE\BSE\BSIGN\PLANS\CONSTRUCTION\C1.0_OVERALL SITE PLAN.DWG 4/15/2025

0 15' 30' 60'

GRAPHIC SCALE
SCALE: 1" = 30'

KEY LEGEND

SYMBOL	DESCRIPTION	DETAILS KEY
	PROPERTY BOUNDARY	N/A
	PROPOSED ASPHALT PAVEMENT	SEE DETAILS 1A, 1B AND 17 - SHEET C5.0 & C5.1
	6" THICK VEHICULAR CONCRETE PAVEMENT	SEE DETAIL 3 - SHEET C5.0
	4" THICK PEDESTRIAN CONCRETE PAVEMENT	SEE DETAIL 4 - SHEET C5.0
LB	LANDSCAPE BUFFER	N/A
BS	BUILDING SETBACK	N/A

KEY NOTES

SYMBOL	DESCRIPTION	DETAILS KEY
A	ADA RAMP (TYPE CR-G)	FDOT STD. PLANS INDEX 522-002
B	ADA RAMP (TYPE CR-F)	FDOT STD. PLANS INDEX 522-002
C	ADA RAMP (TYPE CR-C)	FDOT STD. PLANS INDEX 522-002
D	2' X 5' CROSSWALK STRIPE @ 5' O.C	FDOT STD PLANS INDEX 711-001
E	2' X 5' CROSSWALK @ 5' O.C. W/ HIGH EMPHASIS STRIP	FDOT STD PLANS INDEX 711-001
F	4" WHITE PAINTED PAVEMENT STRIPE	FDOT STD PLANS INDEX 711-001
G	6" WHITE PAINTED GORE STRIPING @ 5' O.C.	FDOT STD. PLANS INDEX 711-001
H	WHITE DIRECTIONAL ARROW	FDOT STD. PLANS INDEX 711-001
I	HANDICAP PARKING SIGN & PAVEMENT STRIPING	SEE DETAILS 13 & 14 - SHEET C.5.1
J	FLUSH WITH GRADE CONCRETE SIDEWALK	SEE DETAIL 4 - SHEET C5.0
K	RAISED CONCRETE SIDEWALK	SEE DETAIL 6 - SHEET C5.0
L	BIKE RACK (6 BIKES)	SEE DETAIL 16 - SHEET C5.1
M	DUMPSTER PAD & ENCLOSURE	SEE ARCHITECTURAL PLANS
N	24" WHITE PAINTED STOP BAR & STOP SIGN	SEE DETAIL 13 - SHEET C5.1

KEY NOTES

SYMBOL	DESCRIPTION	DETAILS KEY
O	DROP CURB	SEE DETAIL 11 - SHEET C5.1
P	TYPE D CURB	SEE DETAIL 9 - SHEET C5.1
Q	TYPE F CURB	SEE DETAIL 10 - SHEET C5.1
R	"DO NOT ENTER" SIGN	PER MUTCD (R5-1)
S	DETECTABLE WARNING STRIP-SURFACE MOUNT	FDOT STD. PLANS INDEX 522-002
T	6' BLACK POWDER COATED ALUMINUM FENCE WITH SPEAR PICKETS	OWNER FURNISHED/SELECTED
U	CONCRETE WHEELSTOP	SEE DETAIL 12 - SHEET C5.1
V	2' X 10' CROSSWALK @ 5' O.C. W/ HIGH EMPHASIS STRIP	FDOT STD PLANS INDEX 711-001
W	SAWCUT & CONNECT TO EXISTING ASPHALT PAVEMENT	SEE DETAIL 2 - SHEET C5.0
X	6" WHITE STRIPE (2' - 4" SKIP)	FDOT STD PLANS INDEX 711-001
Y	6' SOLID BLOCK WALL	OWNER FURNISHED/SELECTED
Z	5' BLACK POWDER COATED ALUMINUM FENCE WITH SPEAR PICKETS, WITH 1'X1' WIDE BLOCK COLUMNS SPACED AT 24'	OWNER FURNISHED/SELECTED
AA	6' LONG BENCH	OWNER FURNISHED/SELECTED
BB	CONNECT TO EXISTING SIDEWALK. INSTALL EXPANSION JOINT	SEE DETAILS 7 & 8 - SHEET C5.0
CC	NO PARKING SIGN AND PAVEMENT MARKINGS	PER LDC 14-2-138 (E)(4))

NOTES:
1. ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
2. SIDEWALKS TO BE CONSTRUCTED PER ADA AND CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS
3. CONTRACTOR TO PROVIDE A SITE-SPECIFIC MAINTENANCE OF TRAFFIC (MOT) PLAN AND COORDINATE MAINTENANCE OF TRAFFIC WITH THE KISSIMMEE PUBLIC WORKS AND ENGINEERING CONSTRUCTION MANAGER PRIOR TO AN ROAD LANE, OR SIDEWALK CLOSURES.
4. CONSTRUCTION OF ENCLUSURE TO BE DONE PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT.
5. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
6. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 EDITIONS OF FDOT STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE 2017 UTILITY ACCOMMODATION MANUAL.

W. OAK STREET
(POSTED SPEED 35 MPH)

UNION STREET

PROPOSED 20' DRAINAGE EASEMENT

PROPOSED 25' MAINTENANCE RIGHT OF WAY DEDICATED AREA

FLOODWAY BOUNDARY

PRETREATMENT DRY POND

PROPOSED SCHOOL
1 STORY / 37,689 SF.
27 CLASSROOMS
FFE = 66.60' (NAVD88)

PLAYGROUND

PLAYGROUND

BASKETBALL COURT

COVERED OUTDOOR SEATING AREA

14' STREETSCAPE ZONE

LOADING ZONE

COMMERCIAL/RETAIL

FREEDOM CHRISTIAN ACADEMY

ROBINSON STREET

MATCHLINE

FLOOD ZONE AE

FLOODWAY

ZONE X

ASPHALT PAVEMENT

CONC. CURB

CONC. SIDEWALK

VINYL FENCE ON-LINE±

BASE FLOOD ELEVATION LINE AND SCALE FROM FLOOD INSURANCE RATE MAP

65 FEET

BM CHECK 9'-4

4332
16T251
BM CHECK 9'-4

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6300 HAZELTINE NATIONAL DR,
STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

REVISION NO.	DATE	DESCRIPTION
8	DATE	
7	DATE	
6	DATE	
5	DATE	
4	DATE	TOHO, CITY AND SFWMD SUBMITTAL NO.3
3	04/18/25	TOHO, CITY AND SFWMD SUBMITTAL NO.2
2	02/24/25	TOHO & CITY PERMIT SUBMITTAL NO.1
1	12/20/24	100% DESIGN & PERMITTING

STATUS:

REVISION NO.	DATE	DESCRIPTION
10	DATE	
9	DATE	
8	DATE	
7	DATE	
6	DATE	
5	DATE	
4	DATE	
3	DATE	
2	DATE	
1	02/21/25	REVISIONS TO ADDRESS CITY AND TWA COMMENTS

ENLARGED SITE PLAN

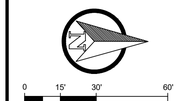
UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE
LICENSE
No. 92699
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DANIEL DOYLE
FL REG. NO. 92699

JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C1.1
REV:	1

P:\24-0045.000 UCP CAMPUS - THE GROVE\DESIGN\PLANS\CONSTRUCTION\C1.1_ENLARGED SITE PLAN.DWG 4/10/2025



GRAPHIC SCALE
SCALE: 1" = 30'

KEY LEGEND

SYMBOL	DESCRIPTION	DETAILS KEY
	PROPERTY BOUNDARY	N/A
	PROPOSED ASPHALT PAVEMENT	SEE DETAILS 1A, 1B AND 17 - SHEET C5.0 & C5.1
	6" THICK VEHICULAR CONCRETE PAVEMENT	SEE DETAIL 3 - SHEET C5.0
	4" THICK PEDESTRIAN CONCRETE PAVEMENT	SEE DETAIL 4 - SHEET C5.0
LB	LANDSCAPE BUFFER	N/A
BS	BUILDING SETBACK	N/A

KEY NOTES

SYMBOL	DESCRIPTION	DETAILS KEY
A	ADA RAMP (TYPE CR-G)	FDOT STD. PLANS INDEX 522-002
B	ADA RAMP (TYPE CR-F)	FDOT STD. PLANS INDEX 522-002
C	ADA RAMP (TYPE CR-C)	FDOT STD. PLANS INDEX 522-002
D	2' X 5' CROSSWALK STRIPE @ 5' O.C	FDOT STD PLANS INDEX 711-001
E	2' X 5' CROSSWALK @ 5' O.C. W/ HIGH EMPHASIS STRIP	FDOT STD PLANS INDEX 711-001
F	4" WHITE PAINTED PAVEMENT STRIPE	FDOT STD PLANS INDEX 711-001
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H	WHITE DIRECTIONAL ARROW	FDOT STD. PLANS INDEX 711-001
I	HANDICAP PARKING SIGN & PAVEMENT STRIPING	SEE DETAILS 13 & 14 - SHEET C.5.1
J	FLUSH WITH GRADE CONCRETE SIDEWALK	SEE DETAIL 4 - SHEET C5.0
K	RAISED CONCRETE SIDEWALK	SEE DETAIL 6 - SHEET C5.0
L	BIKE RACK (6 BIKES)	SEE DETAIL 16 - SHEET C5.1
M	DUMPSTER PAD & ENCLOSURE	SEE ARCHITECT PLANS
N	24" WHITE PAINTED STOP BAR & STOP SIGN	SEE DETAIL 13 - SHEET C5.1

KEY NOTES

SYMBOL	DESCRIPTION	DETAILS KEY
O	DROP CURB	SEE DETAIL 11 - SHEET C5.1
P	TYPE D CURB	SEE DETAIL 9 - SHEET C5.1
Q	TYPE F CURB	SEE DETAIL 10 - SHEET C5.1
R	"DO NOT ENTER" SIGN	PER MUTCD (R5-1)
S	DETECTABLE WARNING STRIP-SURFACE MOUNT	FDOT STD. PLANS INDEX 522-002
T	6' BLACK POWDER COATED ALUMINUM FENCE WITH SPEAR PICKETS	OWNER FURNISHED/SELECTED
U	CONCRETE WHEELSTOP	SEE DETAIL 12 - SHEET C5.1
V	2' X 10' CROSSWALK @ 5' O.C. W/ HIGH EMPHASIS STRIP	FDOT STD PLANS INDEX 711-001
W	SAWCUT & CONNECT TO EXISTING ASPHALT PAVEMENT	SEE DETAIL 2 - SHEET C5.0
X	6" WHITE STRIPE (2' - 4" SKIP)	FDOT STD PLANS INDEX 711-001
Y	6' SOLID BLOCK WALL	OWNER FURNISHED/SELECTED
Z	5' BLACK POWDER COATED ALUMINUM FENCE WITH SPEAR PICKETS, WITH 1'X1' WIDE BLOCK COLUMNS SPACED AT 24'	OWNER FURNISHED/SELECTED
AA	6' LONG BENCH	OWNER FURNISHED/SELECTED
BB	CONNECT TO EXISTING SIDEWALK. INSTALL EXPANSION JOINT	SEE DETAILS 7 & 8 - SHEET C5.0
CC	NO PARKING SIGN AND PAVEMENT MARKINGS	PER LDC 14-2-138 (E)(4))

NOTES:
1. ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
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2

FLOODWAY BOUNDARY

EXISTING OFFSITE STORMWATER CONVEYANCE SWALE

PROPOSED 25' MAINTENANCE RIGHT OF WAY DEDICATED AREA

PROPOSED 20' DRAINAGE EASEMENT

EATMENT DRY POND

WET DETENTION / COMPENSATING STORAGE POND

BASKETBALL COURT

PLAYGROUND

PLAYGROUND

COVERED OUTDOOR SEATING AREA

FOR WORK ALONG VINE STREET, UTILIZE FDOT STANDARD INDEX 102-660 PEDESTRIAN DIVERSION OPTION 1

2

W. VINE STREET

STREETSCAPE ZONE

FREEDOM CHRISTIAN ACADEMY

MATCHLINE

ASPHALT PAVEMENT

CONC. CURB

FLOODWAY

FLOOD ZONE AE

VINYL FENCE ON-LINE±

LB

SANITARY LINE

TRAFFIC SIGN

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PHONE (407)410-8624 COA 32059

REV NO	DATE	
8	DATE	
7	DATE	
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2	DATE	02/24/25 TOHO, CITY AND SFWMD SUBMITTAL NO.2
1	DATE	12/20/24 TOHO & CITY PERMIT SUBMITTAL NO.1

STATUS: 100% DESIGN & PERMITTING

REV NO	DATE	
10	DATE	
9	DATE	
8	DATE	
7	DATE	
6	DATE	
5	DATE	
4	DATE	
3	DATE	04/10/25 REVISIONS TO ADDRESS FDOT
2	DATE	02/21/25 REVISIONS TO ADDRESS CITY AND TWA COMMENTS
1	DATE	

ENLARGED SITE PLAN

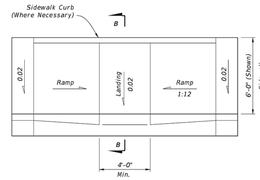
UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE LICENSE No. 92699 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANIEL DOYLE FL. REG. NO. 92699

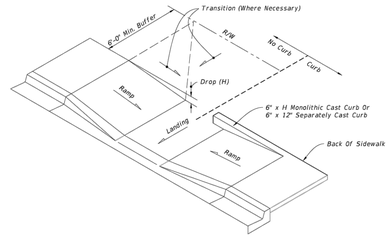
JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C1.2
REV:	1

P:\24-0045.000 UCP CAMPUS - THE GROVE\DESIGN\PLANS\CONSTRUCTION\C1.1_ENLARGED SITE PLAN.DWG 4/10/2025

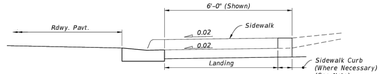


PLAN VIEW

CR-C

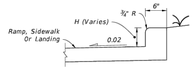


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS

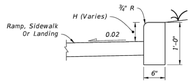


NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

SECTION B-B



MONOLITHIC CAST CURB

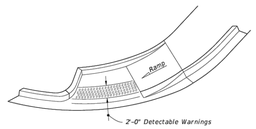


SEPARATELY CAST CURB

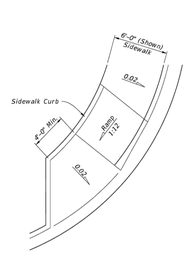
SIDEWALK CURB OPTIONS

SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION	DESCRIPTION:	FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/20				522-002	3 of 7

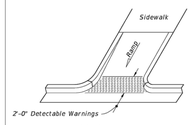


ISOMETRIC VIEW

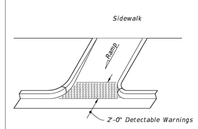


PLAN VIEW

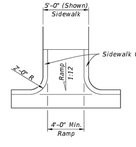
CR-D



OPTION A

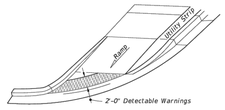


OPTION B ISOMETRIC VIEW

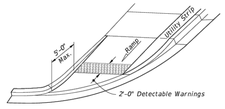


PLAN VIEW

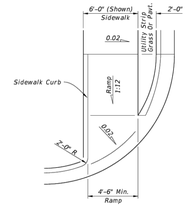
CR-E



OPTION A

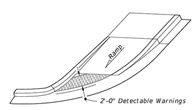


OPTION B ISOMETRIC VIEW

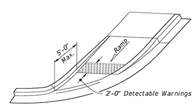


PLAN VIEW

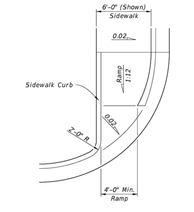
CR-F



OPTION A



OPTION B ISOMETRIC VIEW

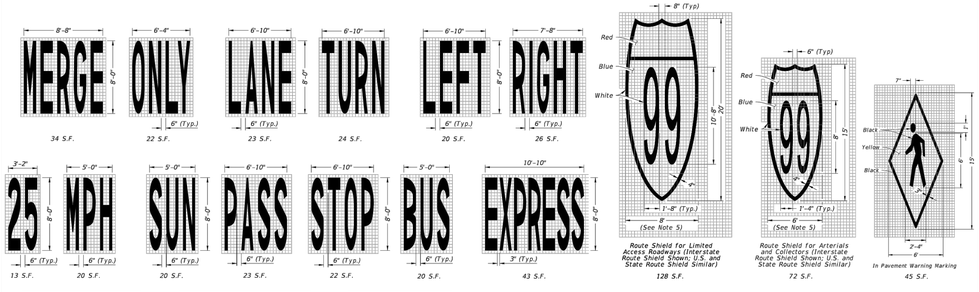


PLAN VIEW

CR-G

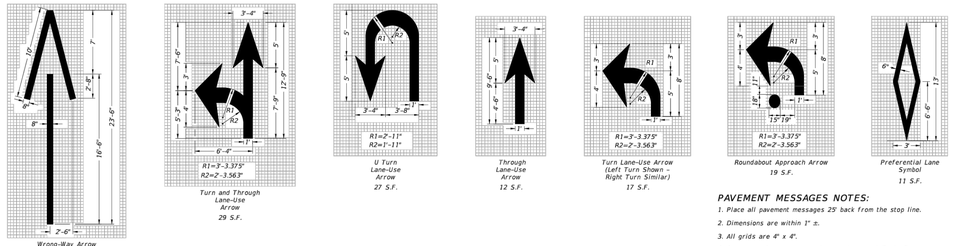
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION	DESCRIPTION:	FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/21				522-002	4 of 7



Route Shield for Limited Access Roadways (Interstate Route Shield Shown; U.S. and State Route Shield Similar)

Route Shield for Arterials and Collectors (Interstate Route Shield Shown; U.S. and State Route Shield Similar)

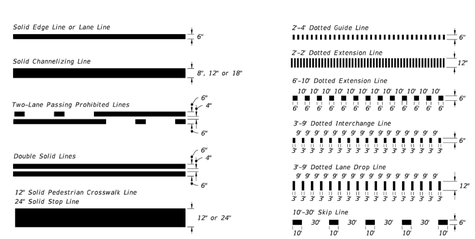


PAVEMENT MESSAGES NOTES:

1. Place all pavement messages 25' back from the stop line.
2. Dimensions are within 1" ±.
3. All grids are 4" x 4".
4. All pavement messages must be white except Route Shields and In Pavement Warning Markings.
5. Increase width of route shield for routes with three digits.

PAVEMENT MESSAGE AND ARROW DETAILS

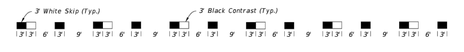
LAST REVISION	DESCRIPTION:	FY 2024-25 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
11/01/21				711-001	1 of 13



PAVEMENT MARKING LINES



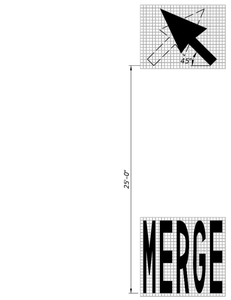
10'-30' SKIP LINE WITH CONTRAST MARKINGS



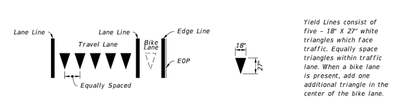
DOTTED LINE WITH ALTERNATING CONTRAST MARKINGS
(3'-9' Dotted Line Shown, Other Dotted Lines Similar)



LONGITUDINAL SOLID LANE LINE WITH CONTRAST MARKINGS
(Not For Use On Edge Lines)



MARKINGS FOR MERGE



Yield Lines consist of five – 18" X 27" white triangles which face traffic. Equally space triangles within traffic lane. When a bike lane is present, add one additional triangle in the center of the bike lane.

YIELD LINES

LAST REVISION	DESCRIPTION:	FY 2024-25 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
11/01/22				711-001	2 of 13

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STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

ISSUE NO	DATE	
8		
7		
6		
5		
4	04/18/25	TOHO, CITY AND SFWMD SUBMITTAL NO.3
3	02/24/25	TOHO, CITY AND SFWMD SUBMITTAL NO.2
2	12/20/24	TOHO & CITY PERMIT SUBMITTAL NO.1
1		STATUS: 100% DESIGN & PERMITTING

REVISION NO	DATE	
10		
9		
8		
7		
6		
5		
4		
3		
2		
1	02/21/25	SFWMD & FDOT REVISIONS

GENERAL DETAILS

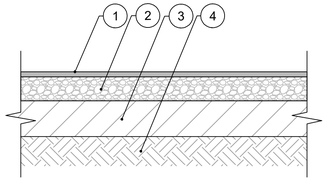
UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE LICENSE No. 92699 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANIEL DOYLE, P.E.
FL. REG. NO. 92699

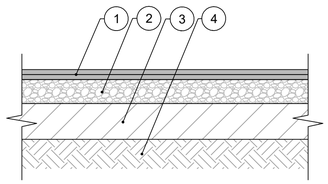
JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C5.2
REV:	1

P:\24-0045.000 UCP CAMPUS - THE GROVE\DESIGN\PLANS\CONSTRUCTION\C5.0_GENERAL DETAILS.DWG 4/15/2025



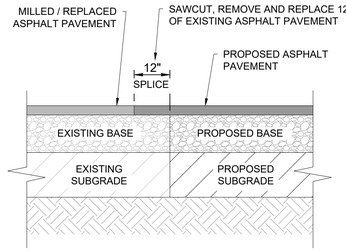
1. 1.5" TYPE SP9.5 (SINGLE LIFT) ASPHALT PAVEMENT TO BE COMPACTED TO A MINIMUM OF 95% OF THE DESIGN MIX DENSITY. SEE PLANS FOR SLOPE.
2. 6" CRUSHED CONCRETE BASE PER FDOT SPECIFICATION SECTION 911 - SHALL HAVE A MINIMUM LBR VALUE OF 150 AND BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY OF THE MODIFIED PROCTOR TEST. CRUSHED CONCRETE BASE MUST BE SUPPLIED FROM AN FDOT APPROVED SOURCE. PRIMER SHALL BE APPLIED AFTER THE COMPACTION AND LBR CRITERIA HAS BEEN MET.
3. 12" STABILIZED SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS WITH A FINES CONTENT PASSING A NO. 200 SIEVE OF 7% OR LESS.
4. EXISTING GRADE SOILS.

1A | STANDARD ASPHALT PAVEMENT DETAIL
NTS



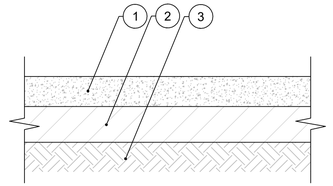
1. 2" TYPE SP9.5 (TWO 1" LIFTS) ASPHALT PAVEMENT TO BE COMPACTED TO A MINIMUM OF 95% OF THE DESIGN MIX DENSITY. SEE PLANS FOR SLOPE.
2. 8" CRUSHED CONCRETE BASE PER FDOT SPECIFICATION SECTION 911 - SHALL HAVE A MINIMUM LBR VALUE OF 150 AND BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY OF THE MODIFIED PROCTOR TEST. CRUSHED CONCRETE BASE MUST BE SUPPLIED FROM AN FDOT APPROVED SOURCE. PRIMER SHALL BE APPLIED AFTER THE COMPACTION AND LBR CRITERIA HAS BEEN MET.
3. 12" STABILIZED SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS WITH A FINES CONTENT PASSING A NO. 200 SIEVE OF 7% OR LESS.
4. EXISTING GRADE SOILS.

1B | HEAVY DUTY ASPHALT PAVEMENT DETAIL
NTS



NOTES:
1. PROVIDE ASPHALT SPLICE AT ALL TRANSITIONS BETWEEN NEW AND EXISTING PAVEMENT SECTIONS.
2. 12-INCH MINIMUM ASPHALT REMOVAL, MAY VARY AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE (MORE BUT NOT LESS THAN 12 INCHES).
3. RESTORE EXISTING BASE TO ORIGINAL CONDITION OR BETTER.

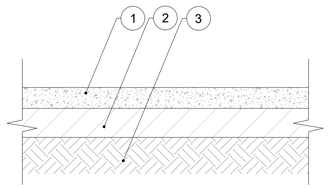
2 | ASPHALT PAVEMENT SPLICE DETAIL
NTS



1. 6" THICK FIBERMESH CONCRETE TO BE A MINIMUM OF 4,000 PSI AT 28 DAYS FOR VEHICULAR AREAS.
2. 12" STABILIZED SUBGRADE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS WITH A FINES CONTENT PASSING A NO. 200 SIEVE OF 5% OR LESS.
3. EXISTING GRADE SOILS.

NOTE:
1. ALL CONCRETE JOINT SECTIONS SHOULD BE SQUARE OR NEARLY SO. UNDER NO CIRCUMSTANCES SHOULD THE LENGTH EXCEED 1.5 TIMES THE WIDTH.
2. REFER TO CONTROL & EXPANSION JOINT DETAILS FOR ADDITIONAL REQUIREMENTS.

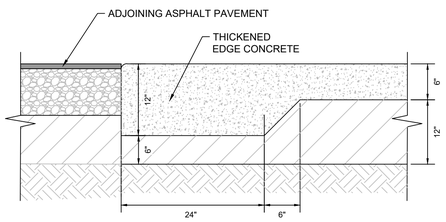
3 | VEHICULAR USE CONCRETE PAVEMENT DETAIL
NTS



1. 4" THICK FIBERMESH CONCRETE AND SHALL BE DESIGNED TO A MINIMUM OF 2,500 PSI AT 28 DAYS.
2. 6" THICK STABILIZED SUBGRADE COMPACTED TO AT LAST 95% MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS'
3. EXISTING GRADE SOILS.

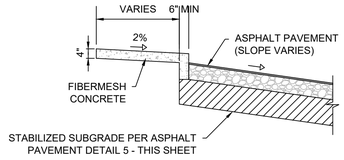
NOTES:
1. WHEN APPLICABLE AT RUNNING SIDEWALKS, INSTALL CONTROL JOINTS EVERY 5' AND EXPANSION JOINTS EVERY 15'.
2. ALL CONCRETE JOINT SECTIONS SHOULD BE SQUARE OR NEARLY SO. UNDER NO CIRCUMSTANCES SHOULD THE LENGHT EXCEED 1.5 TIMES THE WIDTH.
3. REFER TO CONTROL & EXPANSION JOINT DETAILS FOR ADDITIONAL REQUIREMENTS.

4 | NON-VEHICULAR USE CONCRETE PAVEMENT DETAIL
NTS



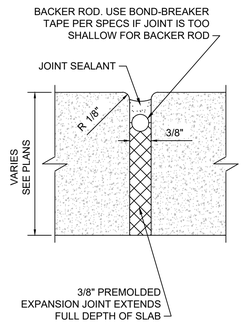
NOTE:
1. FLUSH THICKENDED EDGE SHALL BE UTILIZED AT ALL LOCATIONS WHERE CONCRETE ABUTS FLUSH ASPHALT PAVEMENT.
2. SEE ASPHALT AND CONCRETE PAVEMENT DETAILS FOR MATERIAL SPECIFICATIONS.

5 | THICKENED EDGE CONCRETE DETAIL
NTS

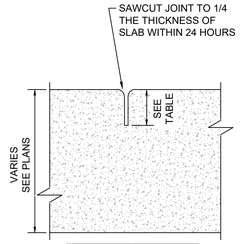


NOTES:
1. SEE CONCRETE AND ASPHALT SECTIONS FOR DEPTH, MATERIAL, AND STRENGTH REQUIREMENTS
2. SIDEWALK JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLAN INDEX 522-001.

6 | RAISED CONCRETE SIDEWALK DETAIL
NTS



7 | EXPANSION JOINT DETAIL
NTS



SAWCUT DEPTH	SLAB THICKNESS
1"	4"
1 1/2"	6"
2"	8"
2 1/2"	10"

8 | CONTROL JOINT DETAIL
NTS

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR,
STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

ISSUE NO. 8	DATE:	
ISSUE NO. 7	DATE:	
ISSUE NO. 6	DATE:	
ISSUE NO. 5	DATE:	
ISSUE NO. 4	DATE:	04/18/25 TOHO, CITY AND SFWMD SUBMITTAL NO.3
ISSUE NO. 3	DATE:	02/24/25 TOHO, CITY AND SFWMD SUBMITTAL NO.2
ISSUE NO. 2	DATE:	12/20/24 TOHO & CITY PERMIT SUBMITTAL NO.1
ISSUE NO. 1	DATE:	

STATUS: 100% DESIGN & PERMITTING

REV NO. 10	DATE:	
REV NO. 9	DATE:	
REV NO. 8	DATE:	
REV NO. 7	DATE:	
REV NO. 6	DATE:	
REV NO. 5	DATE:	
REV NO. 4	DATE:	
REV NO. 3	DATE:	
REV NO. 2	DATE:	
REV NO. 1	DATE:	

GENERAL DETAILS

UCP SCHOOL - KISSIMMEE

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DANIEL DOYLE LICENSE No. 92699 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANIEL DOYLE
FL. REG. NO. 92699

JOB NO:	24-0045.000
DESIGN:	D. DOYLE
DRAWN:	J. GREGG
APPROVED:	D. DOYLE
SHEET NO:	C5.0
REV:	

P:\24-0045.000 UCP CAMPUS - THE GROVES\BIDSIGN\PLANS\CONSTRUCTION\C5.0_GENERAL DETAILS.DWG 4/10/2025

EXHIBIT C

MAINTENANCE PLAN

All landscaping shall be maintained in accordance with Rule Chapter 14-40, FAC, the Landscape Construction and Maintenance Memorandum of Agreement, Landscape Plans, and the FDOT Standard Plans Indices 522-001 & 522-002.

EXHIBIT D

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (M0T-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

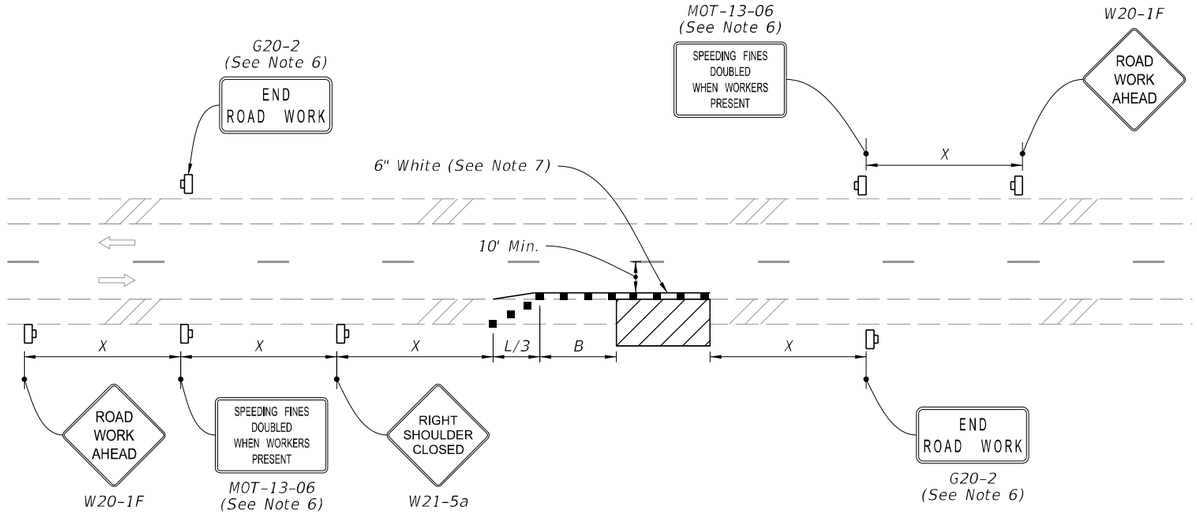
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

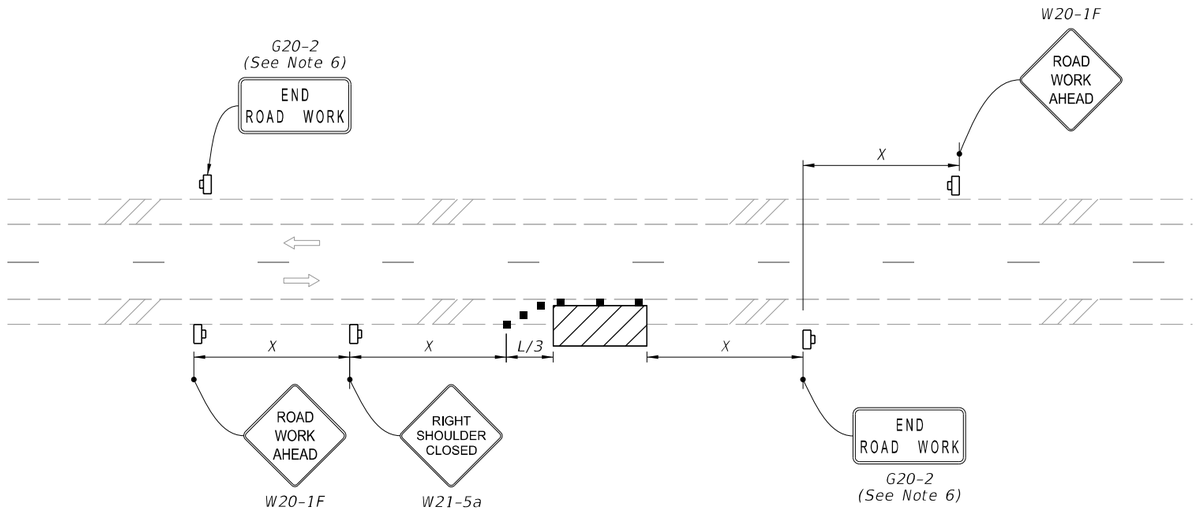
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



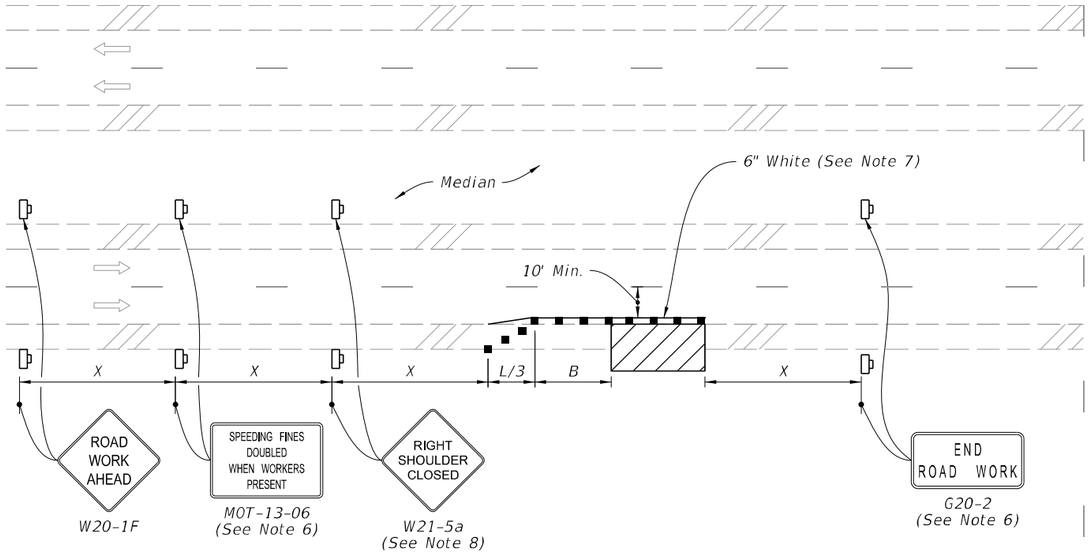
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



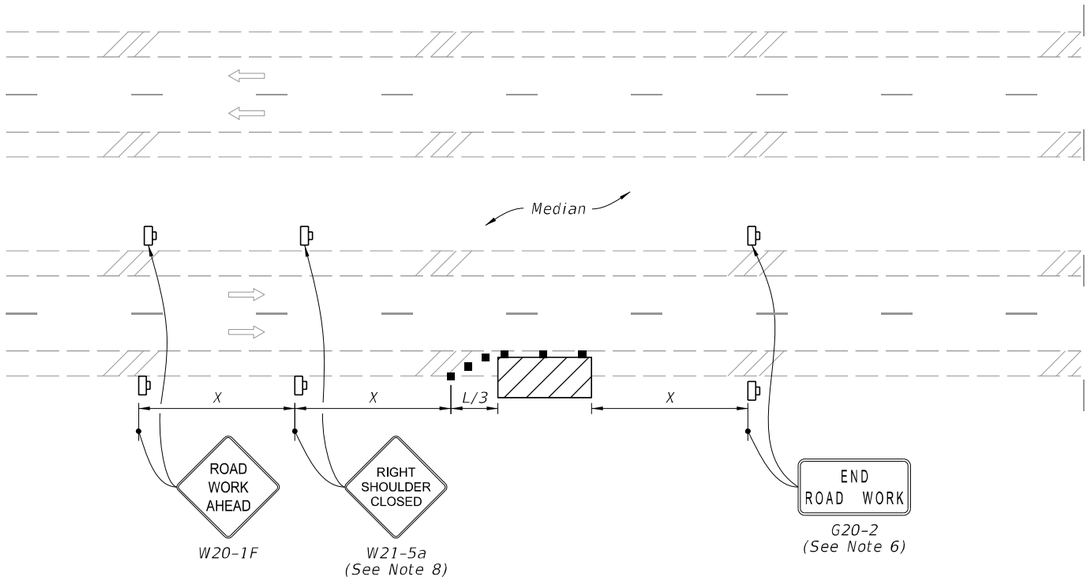
TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

9/10/2024 10:45:37 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/21			FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-602	1 of 2



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

9/10/2024 10:45:44 AM

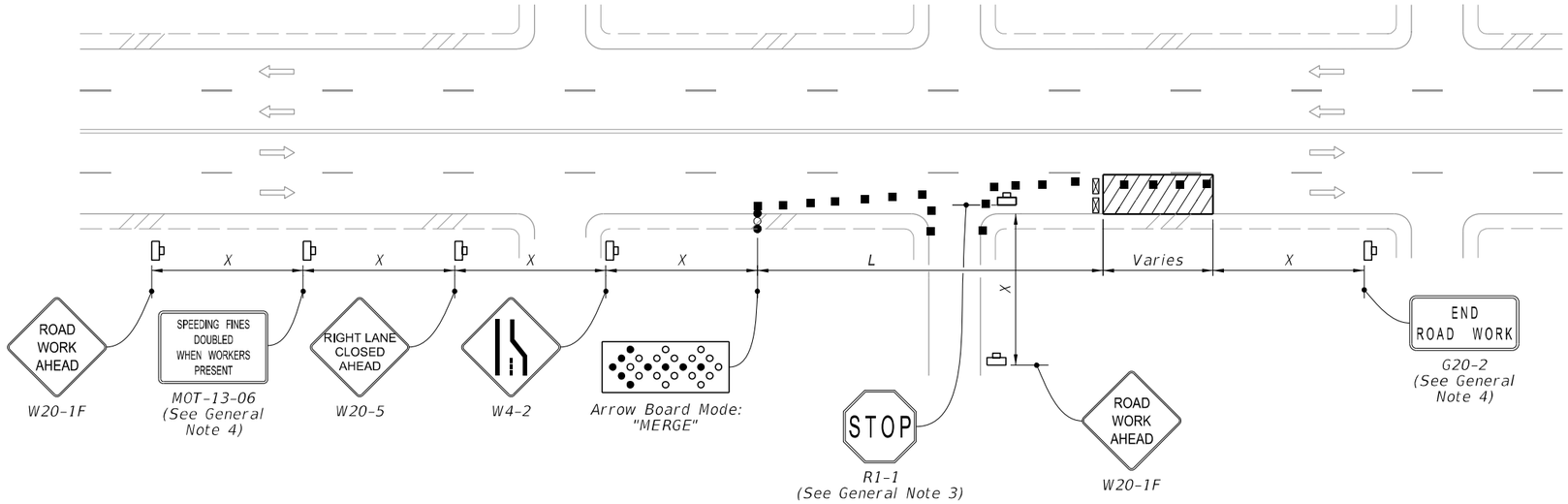
LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2

NOTE:

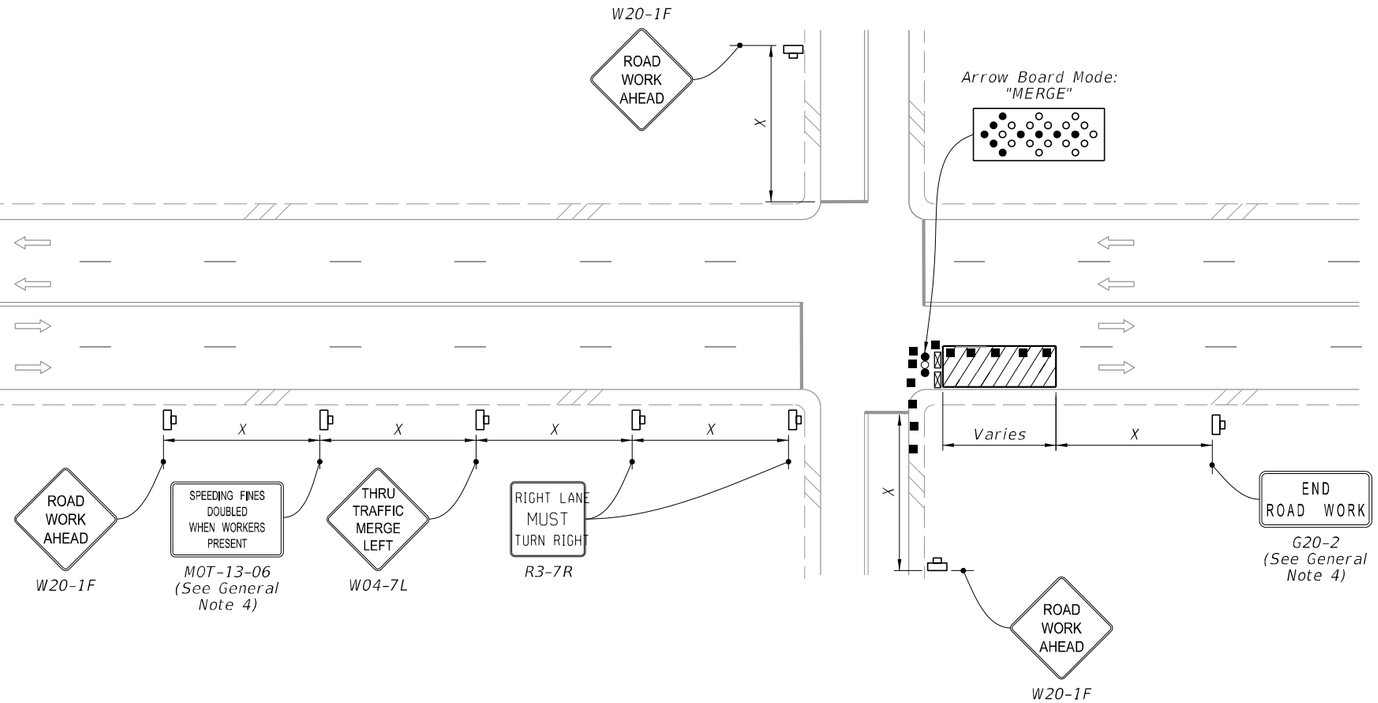
Confine work operations to the following lane or lane combinations:

a. Outside travel lane
b. Outside auxiliary lane
c. Outside travel lane and adjoining auxiliary lane
d. Inside travel lane
e. Inside auxiliary lane
f. Inside travel lane and adjoining auxiliary lane

If the work area is confined to an auxiliary lane, the work area must be barricaded. Replace the RIGHT (LEFT) LANE CLOSED AHEAD signs with ROAD WORK AHEAD signs, and omit the merge symbol signs and arrow board.



RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDE STREET



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic

RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

9/10/2024 11:07:25 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	MULTILANE ROADWAY, INTERSECTION WORK	INDEX	SHEET
11/01/22						102-615	2 of 5

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.

2. Place pedestrian LCDs across the full width of the closed sidewalk.

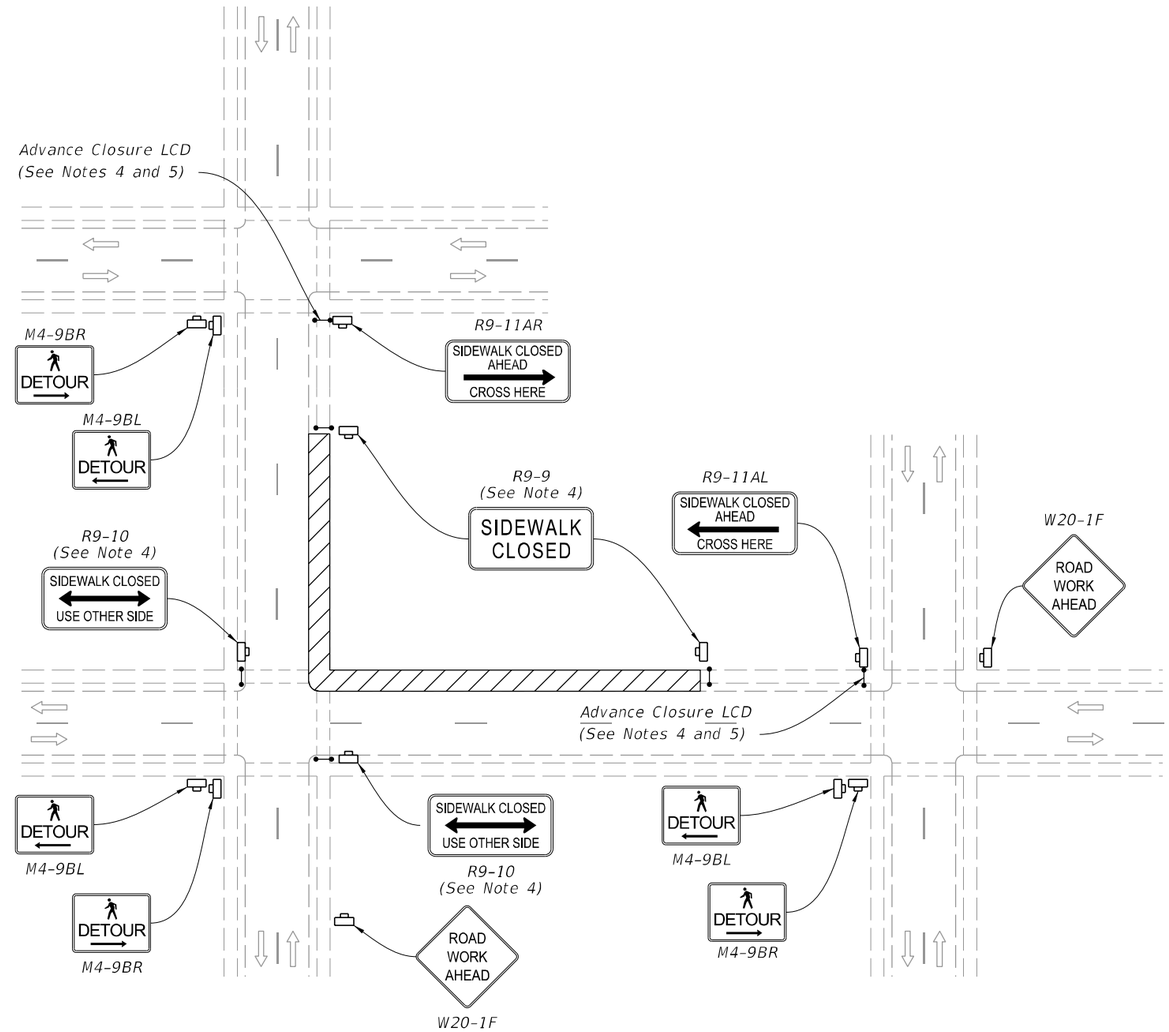
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.

4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.

5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e,g,, transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

9/10/2024 11:11:04 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FDOT FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	102-660	1 of 2

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

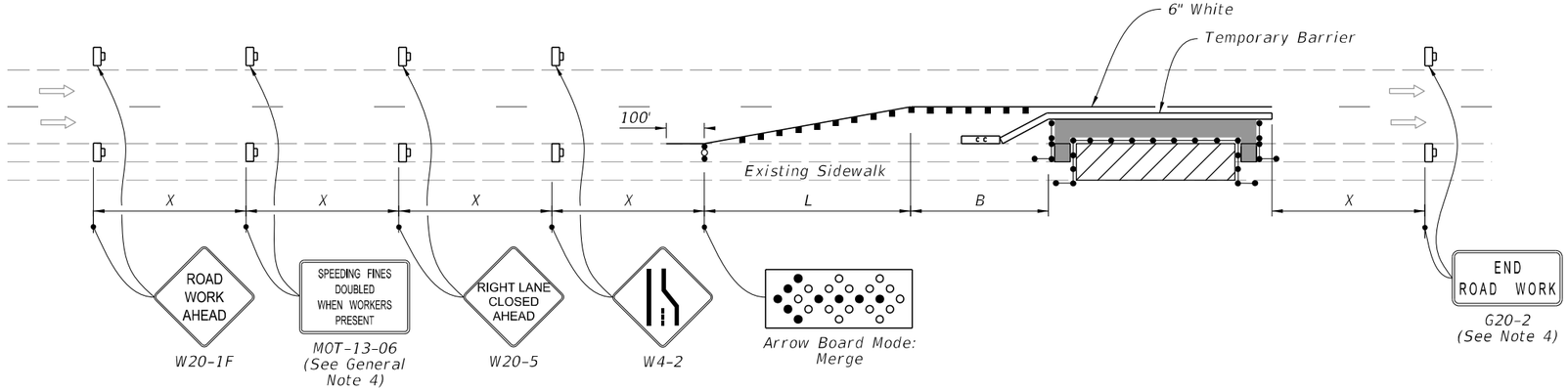
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

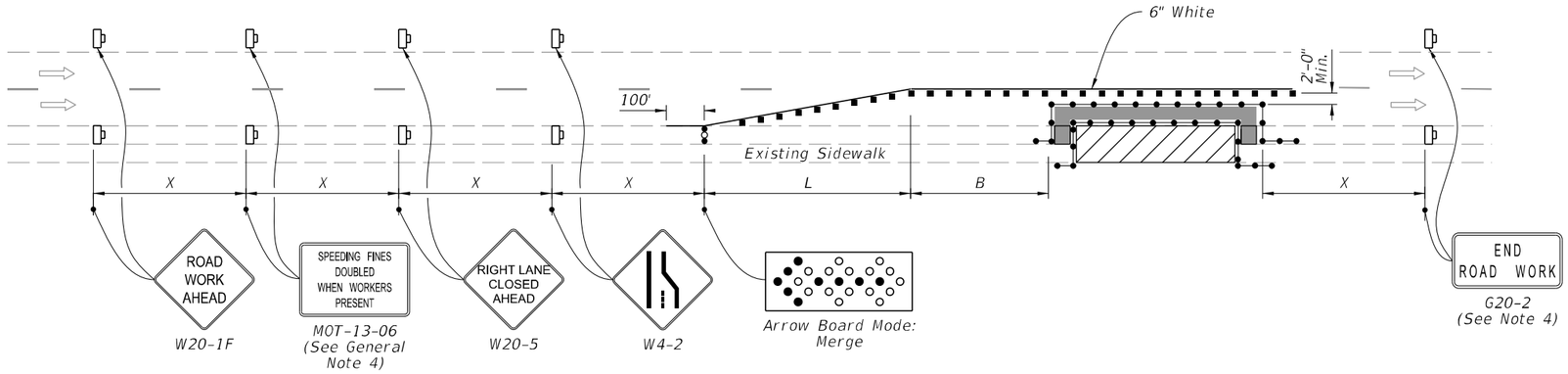
SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



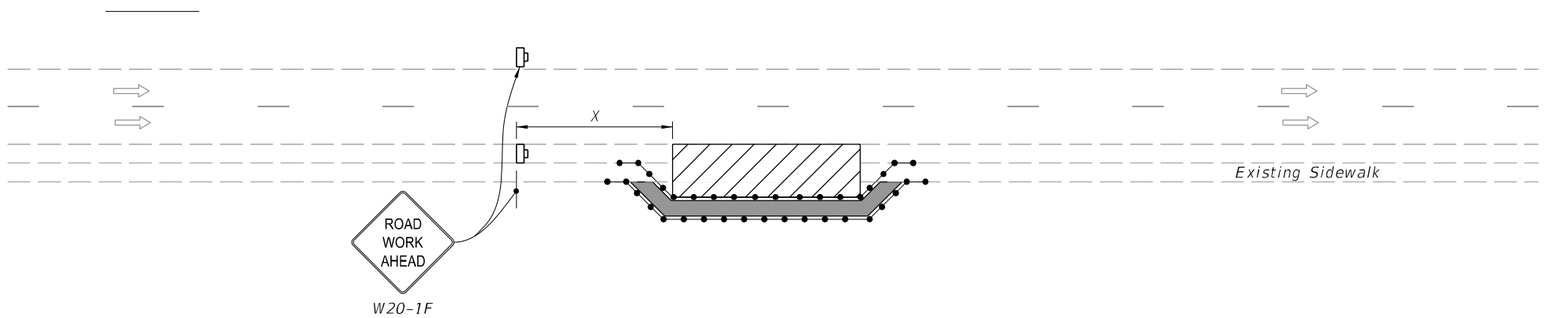
PEDESTRIAN DIVERSION - OPTION 1

(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2

(Work Zone Speed 45 mph or Less)



PEDESTRIAN SPECIAL DETOUR

9/10/2024 11:11:11 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/23			FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	102-660	2 of 2

ITEM 7.C
Kissimmee Utility Authority Utility Easement at Kissimmee Gateway Airport

Request

Request approval for the Kissimmee Utility Authority (KUA) Utility Easement at Kissimmee Gateway Airport (Contract #20260188).

Explanation

KUA requests an underground utility easement to serve electrical lines for the new electric aircraft charging station at Signature Aviation. This easement allows access for installation, maintenance, repair, reconfiguration, or reconstruction of the electrical lines associated with the station.

Recommendation

Approve Kissimmee Utility Authority (KUA) Utility Easement at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) KUA + AIRPORT EASEMENT AGREEMENT 3.24.2026

This instrument was prepared by:
Name Arthur J. "Grant" Lacerte, Jr., Esq.
Address Kissimmee Utility Authority
1701 W. Carroll St.
Kissimmee, FL 34741

Return to: Kissimmee Utility Authority
1701 W. Carroll Street
Kissimmee, FL 34741
Property Appraiser's Parcel ID No. 20-25-29-2360-0017-0010
KUA Project No. EO0027760

EASEMENT AGREEMENT

THIS INDENTURE, made the ____ day of _____, 20____, by City of Kissimmee _____, whose address is 101 Church Street, Kissimmee, FL 34741 _____, hereinafter called the Grantor, and KISSIMMEE UTILITY AUTHORITY, a body politic, in Osceola County, Florida, Grantee.

W I T N E S S E T H:

That for and in consideration of the sum of $10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant to said Grantee, its successors and assigns a nonexclusive easement as described below, with the right, privilege and authority to said Grantee, its successors or assigns, to install, erect, construct, operate and maintain a line or lines for the transmission and/or distribution of electric energy, for the transmission of information via fiber optic lines and/or any other reasonable purposes of the Grantee for which said line or lines can be used without exceeding the boundaries of said easement thereover for any and all purposes for which electric energy is now or may hereafter be used, and for any and all other purposes of the grantee consistent with this easement with all necessary wires, cables, fixtures, and appliances, including guy wires, stubs, anchors and brace poles, cable television and telephone wire connections (the aforementioned hereinafter being referred to as “Facilities”), through, over and upon the lands of the Grantor in Osceola County, Florida, described as:

(See Exhibits A - H)

together with the right of the Grantee, its successors and assigns, to cut and remove from said easement as above described, any trees, overhanging branches, or other obstructions which may endanger the safety or interfere with the operation and maintenance of said transmission and/or distribution and/or fiber optic lines and such fixtures and appliances, anchors and other appurtenances thereto, or any structure on said easement; together with the privilege and right of ingress, egress and regress in and over the above described easement area at any and all times for the purpose of patrolling the said transmission line, or repairing, building, renewing or adding other fixtures and equipment to said line, and the doing of anything reasonably necessary, useful or convenience for the full enjoyment of the easement herein granted.

Said Facilities shall be located in the following described “Easement Area:”

A ten (10) foot wide Easement Area defined as lying five (5) feet on each side of the centerline of Grantee’s Facilities as designed and installed at mutually agreed upon locations and whose locations are generally depicted on the attached Sketch labeled as Exhibit A.

Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and damages are due to the negligence of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

Nothing contained in this Easement Agreement shall either constitute or be construed as a waiver by Grantee or Grantor of the sovereign immunity it enjoys under Florida Statutes, Section 768.28, and the accompanying limitations of liability applicable to Grantee or Grantor thereunder.

If this Easement terminates for any reason, Grantee will restore the land to its former condition upon the option Grantor including, leveling and filling earth, and removing any improvements placed on the Easement area.

"Grantor" is used for singular or plural as context requires.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

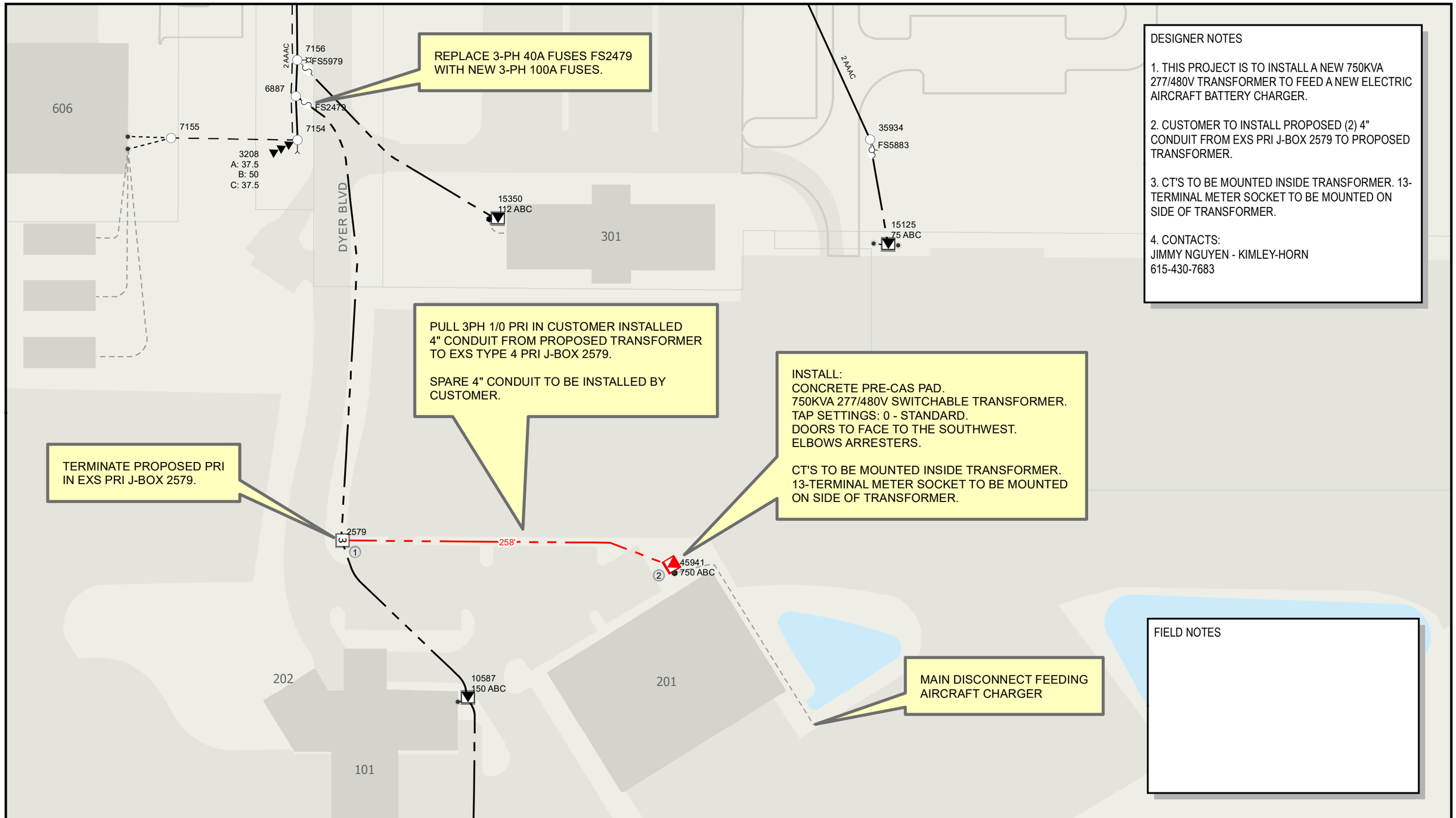
ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit A



DESIGNER NOTES

1. THIS PROJECT IS TO INSTALL A NEW 750KVA 277/480V TRANSFORMER TO FEED A NEW ELECTRIC AIRCRAFT BATTERY CHARGER.

2. CUSTOMER TO INSTALL PROPOSED (2) 4" CONDUIT FROM EXS PRI J-BOX 2579 TO PROPOSED TRANSFORMER.

3. CT'S TO BE MOUNTED INSIDE TRANSFORMER. 13-TERMINAL METER SOCKET TO BE MOUNTED ON SIDE OF TRANSFORMER.

4. CONTACTS:
JIMMY NGUYEN - KIMLEY-HORN
615-430-7683

FIELD NOTES

NO	DATE	REVISIONS AND RECORD OF ISSUE
2		
1		
0	1/29/2026	INITIAL ISSUE

N W E S

1 in = 70 ft

KISSIMMEE UTILITY AUTHORITY
Kissimmee, Florida
Engineering & Operations

COMPLETED BY:	FEEDER: 14221	DESIGNER: AP	PROJECT LOCATION: 201 Dyer Blvd
DATE COMPLETED:	MOT: 603	DATE: 1/29/2026	CONTRACT: Y
		CHECKED BY: MF	PROJECT NUMBER: EO0027760

ITEM 7.D
Second Amendment for Engineering and Design services for Lancaster Ranch Park

Request

Request approval of the Second Amendment to the Engineering and Design Services Agreement with AECOM Technical Services, Inc. (Contract #20240324) for final engineering and design services related to the construction of Lancaster Ranch Park, in the amount of $599,627.

Explanation

On September 8, 2020, the City Commission entered into an agreement with AECOM Technical Services, Inc. for engineering and design services related to the construction of Lancaster Ranch Park. On June 24, 2024, the Commission approved the First Amendment to the agreement for the completion of Phases 1A and 1B in the amount of $941,897.
This Second Amendment in the amount of $599,627 is for the final design of Phase 2, incorporating design revisions for the fieldhouse, kayak and bike rental facility, coordination with FDOT and Toho Water for easements, integration of wetland and stormwater treatments in compliance with updated water quality rules, and 60/90/100% construction documents. The total contracted amount for completed design and engineering services will be $2,576,524 or approximately 6.5% of the estimated project construction costs.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393 10550706-506393	RI2600 RI2301	Decrease Decrease	$500,000 $100,000	$500,000 $99,627

Financial Summary:

Project RI2600 for Lancaster Ranch Park has available budgeted funds for the majority of the cost. Will also need to transfer the balance of project RI2301, which has a balance of $100,000, into RI2600.

Recommendation

Approval of the Second Amendment to the Engineering and Design Services Agreement with AECOM Technical Services, Inc. for final engineering and design services related to the construction of Lancaster Ranch Park, in the amount of $599,627.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Parks & Recreation
Presenter:

Attachment(s):
1. (S) Second Amendment AECOM Lancaster

SECOND AMENDMENT TO AGREEMENT
BETWEEN AECOM TECHNICAL SERVICE, INC AND
THE CITY OF KISSIMMEE FOR
ENGINEERING AND DESIGN SERVICES

THIS FIRST AMENDMENT is made this _____day of _____, 2026 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and AECOM Technical Services, Inc., a California Corporation registered to do business in the State with a local address of 150 North Orange Avenue, Suite 210, Orlando, Florida 32801 (hereinafter referred to as "Contractor"), together referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, on September 8, 2020, City and Contractor entered into an agreement for engineering and design services related to the construction of Lancaster Ranch Park (hereinafter referred to as "Original Agreement"); and

WHEREAS, on June 4, 2024, the Parties executed the First Amendment to the Agreement (hereinafter "First Amendment") to modify the Original Agreement based upon unanticipated permitting delays and conditions; and

WHEREAS, the City seeks to revise some of the designs already completed pursuant to the Agreement and add some new scope elements as further described in Addendum A, the Supplemental Scope of Design and Engineering Services; and

WHEREAS, Contractor agrees to perform these revisions and incorporate these new scope elements within the construction plans for Lancaster Ranch Park by entering into this Second Amendment to the Original Agreement (hereinafter "Second Amendment"); and

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

1. Exhibit A of the Original Agreement is hereby supplemented to include Addendum A, which is attached hereto and incorporated herein.

2. Except as herein modified, all terms and conditions of the Original Agreement and the First Amendment shall remain in full force and effect for the term, as originally set forth in said Original Agreement.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Second Amendment effective the _____ day of _____, 2026.

Contractor:

Signed: _____

Print Name: Randy Mejeur

Title: Authorized Signatory/VP

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 27th day of March, 2026, by means of ☒ physical presence or ☐ online notarization by Randy Mejeur as Authorized Signatory/VP for AECOM Technical Services, Inc. a California corporation, who is personally known to me or has produced identification.

Notary Seal:

HANAN ROUM
Commission # HH 717195
Expires October 9, 2029

Notary: _____

Print Name: Hanan Roum

My Commission Expires: October 9, 2029

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

ATTEST:

_____
City Clerk

_____
City Attorney

ADDENDUM A
SUPPLEMENTAL SCOPE OF DESIGN
AND ENGINEERING SERVICES

AECOM Project Number: 60642700
AECOM Project Name: Lancaster Ranch Park
Contract Amendment No.: 2

2nd Amendment

In accordance with the Design Engineering Services Agreement, dated September 8, 2020 between *City of Kissimmee* ("Client"), and AECOM *Technical Services, Inc.*, a California corporation, ("AECOM"), this Change Order #3, with an effective date of March 9, 2026 modifies that Agreement as follows:

1. **Changes to the Services**:

Task Order Introduction

This Additional Services is to incorporate design revisions and new scope elements into the Phase 2 plans to meet evolving project requirements per Client's request. These new items will be integrated into the 60%, 90% and final 100% Construction Documents. The revisions include coordination with outside entities, refinement to existing plans, and the addition of new features to improve the usability of the project.This includes the incorporation of a 150,000 sf field house within the master plan for the project. This fieldhouse has not yet been designed and is anticipated to be a future improvement for the site. This scope of work will address adding this fieldhouse to the master plan, accommodating the impervious area for the field house in the stormwater management system and provisions for the fieldhouse utilities (up to the boundary of the fieldhouse) based on the 8/27/2021 Lancaster Ranch Fieldhouse Analysis that AECOM previously prepared.

These new elements include the following and are also depicted in a plan attached to this additional service request as Figue 1.

- Engineering design and coordination for stormwater pond connections.
- Inclusion of a kayak and bike rental facility.
- Modifications to accommodate a fieldhouse.
- Coordination with TOHO Water Authority for access and easements.
- Addition of a food truck and dining area.
- Integration of wetland stormwater treatment facilities in compliance with updated water quality rules.

AECOM will be using the following subconsultants for this Change Order #3:

- Hines Inc. – Irrigation

AECOM will perform the following detailed scope of work under this Change Order #3:

TASK #1 PROJECT ADMINISTRATION

Project Administration

In addition to the specific services detailed below, AECOM will coordinate our work and the work of our subconsultants, monitor the project schedule as it relates to this scope, and provide timely invoicing for the project.

Kick-off Meeting

AECOM will host a one-hour long virtual kick-off meeting with client. This meeting is intended to discuss team structure, project schedule, and scope review. AECOM will provide meeting notes and distribute to the client after the meeting.

Deliverable of Task #1:

- One (1) Kick-off Meeting Notes in pdf format.

TASK #2 – PHASE 2 SITE PLAN REFINEMENT

The Phase 2 Site Plan Refinement builds upon the previously submitted 60% construction drawings from 2022. This refined site plan will serve as a foundational base for the preparation of the revised 60% construction drawings.

This task focuses on refining the site plan to incorporate new elements, address updated requirements, and enhance the overall functionality of the site. The refinements include adjustments to the master plan, stormwater management strategies, and infrastructure considerations to support the integration of new facilities and amenities.

Site Plan Refinement task includes:

- Incorporate the 150,000 sf fieldhouse footprint into the master plan The fieldhouse has not been designed. AECOM will locate the footprint of the building on the plan and make modifications to the adjacent areas around it to accommodate the footprint. These modifications include sidewalk realignment and minor parking lot layout adjustment.
- Update stormwater management plans to accommodate increased impervious area to account for the planned 150,000 sf fieldhouse.
    - Analysis of utilizing wetlands for stormwater treatment
    - Design the event lawn as a depression for dry retention
    - Incorporate FDOT pond from the John Young Parkway Widening Project into the park design.
- Incorporation of a new kayak and bike rental facility and surrounding plaza area. Facility to include 1,000 sf restroom, 1,800 sf kayak rental space with storage, 1,800 sf bicycle rental space with storage and a 1,400 sf patio space.
- Designation of a food truck area at Oak Grove. Area to accommodate up to three (3) food trucks and adjacent space to accommodate up to six (6) picnic tables. Food trucks will provide their own power and infrastructure required to operate.
- Accommodating access for a 40’ length service truck from the nearby planned parking lot to Shingle Creek for TOHO Water Authority to monitoring station.
- Incorporation of a space near the KPD Training Facility for an owner provided Maintenance/Storage Building. AECOM to provide design and engineering for access road, electrical and water for the building.

Deliverable of Task #2:

- One (1) Phase 2 Refined Site Plan at 1”=100’ scale in digital PDF-format

Client Review and Revision

AECOM will submit and present the Phase 2 Refined Site Plan to the Client. The Client will review and provide one (1) consolidated group of deconflicted written comments from various Client representatives and associated stakeholders to AECOM within one (1) week of the submittal. AECOM will not proceed with work until receiving written comments from Client. AECOM will incorporate Client’s comments on the Refined Site Plan into the subsequent phase of 60% Construction Documents.

TASK #3 – PHASE 2 60% CONSTRUCTION DOCUMENTS

Based on the Refined Site Plan and reviewed comments from Client, AECOM will prepare **Phase 2 60% Construction Documents** for the project. The documentation will consist of the following components by discipline:

- Civil Engineering
  - Demolition, Erosion Control, and Tree Protection Plans
  - Pre-Development Stormwater Modeling of the existing project area
  - Wetland Preservation/Mitigation Plan
  - Layout, Grading, and Drainage Plans
  - Layout of parking and internal roadway based on the final site plan, including Fieldhouse footprint of a maximum size of 150,000 sf
  - Grading and drainage plans for roadways, walkways and parking
  - Utility Plans (potable water, sanitary sewer, and reclaimed water). AECOM will provide utility plans that will stop 5' away from footprint of the fieldhouse shown on the plans
  - Paving and hardscape plans (roadways, walkways, and parking, including ADA compliance)
  - Structural design of landscape elements
  - Technical specifications Table of Contents
- Restrooms/Picnic pavilions and kayak rental facility
  - Architectural plans and details for restrooms, picnic pavilions and kayak rental facility
  - Mechanical, electrical, plumbing and structural plans and details for the restrooms, picnic pavilions, and kayak rental facility
  - Technical specifications Table of Contents
- Electrical
  - Site Electrical and lighting plans (roadway and pedestrian)
  - Future 150ksf fieldhouse electrical provisions based on the 8/27/2021 Lancaster Ranch Fieldhouse Analysis document that AECOM prepared. AECOM will provide electrical plans that will stop 5' away from footprint shown on the plans.
- Landscape Architecture
  - Overall site plans
  - Tree protection and planting plans
  - Planting plans including bioswales and raingardens
  - Preliminary Planting Details
  - Hardscape plans
  - Preliminary Hardscape Details
  - Playground Plans and Equipment Schedule
  - Preliminary Site Furniture Schedule
  - Wayfinding and signage including entry, directional and interpretive

- Site Specification Table of Contents

- Irrigation Plan Design
  - Site irrigation water balance will be established to estimate future annual water usage. Water use information will detail the following:
    - Summary of landscape types & quantities organized by landscape area & development phase.
    - Peak season water use estimates itemized by plant type.
    - Annual & monthly water use by plant type.
    - Format will facilitate the cross-reference of the above items.
  - Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
  - Design will comply with applicable City or local equipment specification and design standards.
  - Detailed irrigation design will include sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
  - Preparation of irrigation specifications in CSI format.
- Environmental Planning and Permitting
  - Environmental permitting is included in this scope of work due to the updated storm water treatment rules adopted by South Florida Water Management District (SFWMD). The stormwater system and its connection to the on-site wetlands will need to be reevaluated based on these new rules. AECOM will submit one application for modification to the stormwater system for the site as part of this scope. AECOM will respond to up to two Requests for Additional Information (RAIs) as part of this scope. The Client will be responsible for the permit application fees.
  - AECOM will update the Wetland Preservation/Mitigation Plan based on the revised site plan and stormwater treatment rules. This will include identifying potential mitigation sources offsite if on-site wetland preservation is not sufficient to address mitigation requirements.
  - Pre-Application Meeting – AECOM will hold one virtual pre-application meeting with the SFWMD to review the requirements for the next permit application to implement the updated stormwater rules and mitigation plan. This task includes document preparation for the pre-application meeting, the submittal of a meeting request to the District and the virtual meeting.
  - AECOM will conduct a 100% gopher tortoise burrow survey to evaluate for the presence of the species on the site. Any burrows identified will be field flagged and the location of each will be collected with a handheld GPS unit. Burrow location data will be used in the design of Phase 2. Any burrows that cannot be avoided during construction will need excavated and any gopher tortoises found will need to be relocated.

    Relocation permits, through the Florida Fish and Wildlife Conservation Commission, and relocation activities are not included in this scope of service.
  - AECOM will prepare and submit the narrative detailing the ecological components of the project required in the SFWMD ERP and USACE Section 404/10 applications as a part of this work scope.

Deliverables of Task #3:

AECOM will provide the following deliverables for the **Phase 2 60% Construction Documents** task:

- One (1) set of 1" = 20-0" plans in digital PDF-format file. Documents will be developed in AutoCad 2018 or later.
- Cost Estimate
- One (1) Technical Specification Table of Contents
- Pre-Development Stormwater Modeling of the existing project area
- Conceptual Post-Development Stormwater Management Facility sized to meet water quality, quantity, and floodplain compensation requirements
- Establishment of preliminary static design high water values to determine concept finished floor elevations and minimum roadway profile grades
- SFWMD Pre-Application meeting notes in PDF format
- Wetland Preservation/Mitigation Plan
- Gopher Tortoise survey results in PDF format

Client Review and Revision

AECOM will submit the deliverables of the 60% Construction Document phase for Client's review. The Client will be responsible for distributing the submitted documents to the appropriate staff for review and comment. Additionally, the Client will consolidate the review comments into one (1) single set of deconflicted written comments for transmittal to AECOM and schedule one (1) review meeting with AECOM. Upon completion of the Client's internal review, AECOM will attend one (1) meeting with the Client to discuss the comments on the 60% Construction Documents. During the meeting, AECOM and the Client will discuss each comment and determine the necessary response actions. Revisions resulting from the review comments will be incorporated into the subsequent phase of 90% Construction Documents. AECOM and the Client will also review the Cost Estimate during the review meeting.

TASK #4 – PHASE 2 90% CONSTRUCTION DOCUMENTS

Based on the 60% Construction Documents and the written comments from Client, AECOM will prepare **Phase 2 90% Construction Documents** for the project.

Deliverables of Task #4:

AECOM will provide the following deliverable for the 90% Construction Document task:

- One (1) set of 1" = 20-0" plans in digital PDF-format file. Documents will be developed in AutoCad 2018 or later.
- Cost Estimate
- One (1) set of Technical Specifications
- Pre-Development Stormwater Modeling of the existing project area
- Conceptual Post-Development Stormwater Management Facility sized to meet water quality, quantity, and floodplain compensation requirements
- Establishment of preliminary static design high water values to determine concept finished floor elevations and minimum roadway profile grades

Client Review and Revisions

AECOM will submit the deliverables of the 90% Construction Document phase for Client's review. The Client will be responsible for distributing the submitted documents to the appropriate staff for review and comment. Additionally, the Client will consolidate the review comments into a single set of comments for transmittal to AECOM and schedule one (1) review meeting with AECOM. Upon completion of the Client's internal review, AECOM will attend one (1) meeting with the Client to discuss the comments provided for the 90% Construction Documents. During the meeting, AECOM and the Client will discuss each

comment and determine necessary response actions. Revisions resulting from the review comments will be incorporated into the subsequent phase of 100% Construction Documents. AECOM and the Client will also review the Cost Estimate during the review meeting.

TASK #5 – PHASE 2 100% CONSTRUCTION DOCUMENTS

Based on the 90% Construction Documents and the review comments, AECOM will prepare **Phase 2 100% Construction Documents** for the project.

Deliverables of Task #5:

AECOM will provide the following deliverable for the Final Construction Document task:

- One (1) set of 1" = 20-0" plans in digital PDF-format file. Documents will be developed in AutoCad 2018 or later.
- Cost Estimate
- One (1) set of Technical Specifications in digital PDF-format file.

Assumptions & Clarifications

The Change Order #3 is based on the following assumptions and clarifications:

- AECOM cannot guarantee the approval of any requested permits. AECOM will assist with submittal of the environmental permit applications outlined in this Scope. AECOM will also notify Client of additional requirements by the regulatory agencies that are outside the scope of services in this Change Order and will request authorization from Client prior to proceeding with additional scope of services.
- AECOM will utilize the information included in the 8/27/2021 Lancaster Ranch Fieldhouse Analysis document as the basis for utility demands
- Signage construction drawings/shop drawings will be produced by the sign vendor.
- A single sign vendor will be selected for all signage work.
- Signage text provided by the Client will be provided to AECOM for use on the interpretive signs.
- High resolution photographs will be provided to AECOM for use on the interpretive signs.
- Illustrations and/or infographics will be produced by AECOM for use on the interpretive signs.
- A site map or equivalent documentation defining the subject property boundaries will be available to AECOM upon authorization to proceed.
- With the requisite notification in place, Client will arrange for unrestricted site access during and outside of normal business hours, including weekends to accommodate multiple deployments to establish the jurisdictional wetland boundary. AECOM will be provided access to the subject property, and there will not be delays in obtaining access.

- AECOM will not enter locations we judge to be unsafe.
- Field work can be accomplished by utilizing trucks on existing roads and trails and will not require the use of Utility Task Vehicles (UTV).
- Client will alert the landowners of survey activities to be conducted on site and will communicate with AECOM about any restrictions that should be observed.
- This proposal does not include contingency for potential delays due to weather or restricted site access.
- AECOM has estimated that it will take one team of two staff, two field days (up to eight hours/day, including travel) to accomplish the 100% gopher tortoise survey. Assumes one survey event; the survey is valid for 90 days.
- Assumes the project area contains no gopher tortoise burrows. If gopher tortoise presence is confirmed, permitting and relocation (if necessary) would require a supplemental agreement and are not a part of this scope of services.
- As needed, a Client representative will be available to provide operational and site history data input in a timely manner.
- Assumes state-owned uplands and submerged lands will not be crossed and a state land easement (submerged or uplands) will not be required as part of the ERP.
- Assumes that compensatory mitigation for unavoidable wetland impacts (if necessary) will be provided by a permitted wetland mitigation bank. Any mitigation options outside of the purchase of credits from a permitted mitigation bank would require a supplemental agreement and are not a part of this scope of services.
- Any fees incurred by the regulatory agencies including zoning fees, monitoring fees, mitigation fees, etc. are the responsibility of Client and are not included in this scope of services.
- Assumes that mitigation for impacts to T&E species will not be required.
- Assumes that SFWMD and USACE representatives will review the site as part of the permit application processing with one AECOM biologist and engineer and a client representative, if desired.
- Modeling or other studies, if requested by the agencies through the RAI or other coordination process, will require a supplemental agreement, if needed.
- It is the responsibility of Client to provide AECOM with relevant landowner information and co-applicant agreements prior to submittal of the applications. Client will also supply AECOM with proof of ownership or other legal documents for submission.

Work Not Included in this Scope of Work

The following services are not included in this scope of work but can be provided by AECOM as an Additional Service, if required by the Client:

- Building and Engineering Permitting, bidding assistance and Construction Phase Services
- Fieldhouse planning (beyond incorporating the footprint into the master plan as noted in the scope above), design and engineering. AECOM assumes that the City will provide a footprint to use for the fieldhouse for the master plan update.
- Fast-track design services, early packages, or phased development of Construction documents (beyond that noted in this scope)
- Rezoning of the subject property or zoning hearings
- Off-site utility improvement design and extensions
- Lift/pump station design(s)
- Permit Application Fees
- Riverine Analysis of Shingle Creek for Oxbow dredging

- Post Condition Stormwater Modeling of the Lancaster Ranch Park
- Wind Studies
- Construction Scheduling
- Renderings, Presentations, and Models (beyond outlined in Scope of Work)
- Document Reproduction beyond that noted in the proposed scope
- Commissioning or Enhanced Commissioning (to meet LEED requirements)
- Demolition-related studies and preparation of drawing packages
- Phasing Plans preparation
- Design and Construction documentation for the Fieldhouse beyond the Conceptual Plan noted above
- Value Engineering
- Special meetings with agencies, other consultants, the public or the Client, except those meetings specifically identified in the Scope of Work
- Public engagement
- Underground stormwater vault/chamber system design (if necessary)
- Traffic Study, trip analysis, traffic counts or volume calculations
- Roadway widening design or permitting. Right-of-way and driveway connection permitting also not included.
- Easement services for utility connections within the right of way
- Post-construction or bidding, including, but not limited to: maintenance and operational programming, start-up assistance, record drawings, warranty review, post-contract evaluation
- Any area outside of the project boundary
- Fieldhouse Signage
- Digital Signage
- Any other type of signage not defined in this proposal
- Art & Advertising
- Sign standards manual
- Development of Digital Mobile Applications
- Language other than English (translations)
- Bid Assistance
- As-Built Documentation
- Calls/meetings beyond what is included in the scope of work included hereunto
- Significant Owner driven design revisions after the approval of 30% Design
- Mitigation monitoring.
- Construction monitoring.
- Specific species surveys other than those for the gopher tortoise and Florida Bonneted Bat.

- Permitting and relocation services for the gopher tortoise.
- FWC mitigation contributions or permit fees for the gopher tortoise.

2. **Change to Deliverables**:

See Change of Services above.

3. **Change in Project Schedule**:

The following schedule provides the anticipated duration in work weeks for activities within the project, excluding construction schedule. It is anticipated that the proposed schedule will generally be consistent with the durations listed below. AECOM will not commence work until the receipt of the approved CO #3.

• Site Plan Refinement	4 weeks
Client Review	1 week
• 60% Construction Documents	12 weeks
Client Review	1 week
• 90% Construction Documents	8 weeks
Client Review	1 week
• 100% Construction Documents	8 weeks
TOTAL	**35 work weeks**

4. **Change in CONSULTANT's Compensation**:

The Services set forth in this Change Order will be compensated on the following basis:
Lump Sum [$599,627.00]

Milestone/Deliverable & Date	Payment Amount
Task 1 – Project Administration	$2,217.00
Task 2 – Phase 2 Site Plan Refinement	$ 25,748.00
Task 3 – Phase 2 60% Construction Documents	$ 252,130.00
Task 4 – Phase 2 90% Construction Documents	$ 182,821.00
Task 5 – Phase 2 100% Construction Documents	$ 131,711.00
Direct Expenses	$ 5,000.00

Therefore, the total authorized Compensation, inclusive of this Change Order is $*2,576,524.00*.

5. **Project Impact**:

NONE

6. **Other Changes**:

NONE

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.	**CLIENT:** City of Kissimmee
Signature	Signature
Randy Mejeur Printed Name	Printed Name
Authorized Signatory/VP Printed Title	Printed Title
Date	Date
Address	Address

[End of Change Order]

FIGURE 1



Lancaster Ranch Park Phase 2 Area

ITEM 7.E
Purchase of Non-Capital Equipment for Heavy Rescue

Request

Request approval for transferring the remaining balance of the Heavy Rescue Project, ST2606, to the Tools & Equipment account for the purchase of non-capital equipment needed for the Heavy Rescue.

Explanation

The Fire Department has finalized all capital spending linked to Heavy Rescue, Project ST2606. We request the remaining funds be moved to the Tools & Equipment account, 0013520-505255, to buy the required non-capital items. After this transfer, Project ST2606 will be closed.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206-506494 10435206-506495 00135203-505255	ST2606 ST2606	Decrease Decrease Increase	$82,017.00 $2,210.00	$82,017.00 $2,210.00 $84,227.00

Financial Summary:

The balance of Project ST2606 is being transferred to Account 00135203-505255, Tools & Equipment, for the purchase of non-capital equipment needed for the Heavy Rescue.

Recommendation

Approval for the transfer of the Heavy Rescue Project, ST2606, balance to the Tools & Equipment account for purchasing non-capital equipment needed for the Heavy Rescue.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
None

ITEM 7.F
Approval of a Lien Appeal and Negotiation Agreement for 810 Person Street

Request

Approval of a lien reduction and negotiation agreement in the amount of $4,000 plus any satisfaction costs.

Explanation

The owner of 810 Person Street submitted a hardship request on March 18, 2026, which was reviewed and approved by the City Manager on March 23, 2026. In accordance with City Policy, lien reductions must follow the established reduction matrix. If an agreement is not reached within fourteen (14) days, policy allows for the appeal to be placed on the next regularly scheduled commission meeting agenda.

The property remained in noncompliance for more than one year but less than two years, qualifying it for a 30% reduction. The total outstanding lien balance is $30,900. Applying the 30% reduction results in an adjusted balance of $21,630, plus the required $10.00 satisfaction fee. The request was submitted within the 30-day appeal period, making it eligible for consideration.

The City Manager has approved the 30% reduction, but the property owner has indicated that she is unable to pay the reduced balance of $21,630 due to financial hardship. She is employed as a substitute teacher with limited income and has requested additional consideration by the city commission. She has indicated she can pay $4,000, plus the satisfaction fee, to resolve the matter in full. Staff is seeking commission approval of a lien reduction and negotiation agreement for the property in the amount of $4,000 plus any satisfaction costs.

Recommendation

Approval of a lien reduction and negotiation agreement in the amount of $4,000 plus any satisfaction costs and for the city manager to execute the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. Hardship Letter (03-18-2026)
2. Claim of Lien - 810 Person Street - Nandanie Lall - CE_24-02948 (09-22-2025)
3. Affidavit of Compliance (03-16-2026)
4. (S) - Negotiation Agreement for 810 Person Street

March 18, 2026

Adhaar Lall (Deceased)
Nandanie Lall
4211 Sevan Way,
Kissimmee, FL 34746

Acct# 120498
Case # CE24-02948
Parcel# ID: 21-25-29-1900-000C-0020

Dear Sir/Madam

How are you?

My name is Nandanie Lall and late husband Adhaar Lall both owners of 810 Person St. Kissimmee, FL 34741.

The situtation about the Demolition of a small house on Sh at 810 Person St. happened around October of 2025. About the same time my husband became severely ill after battling Cancer for 6 years. He was working on it but due to his illness he couldn't take care of it. And I was not aware of it until his passing. I immediately start working on the problem to get a license Contractor for the demolition and other process which took all this time. Everything was finished March 9, 2026.

My husband passed away July 22, 2025. He was always responsible and reliable and he owned those parcel property since 2003. During his illness he lost his memories and was very confused about a year before he passed. During that time he ~~missed~~ missed appointme with the Court and wasn't able to go to the properties to see what was going on. And he never told me about this situtation of the property.

I apologise on his behalf and I am very sorry for the

Acct # 120498
Case # CE24-02948

trouble and inconvenience this may have caused.
I knew very little of the do and don'ts of the property at the time. I only came to know when I saw the Code enforcement letter in the mail.
Adhaar Lall was the one who would have get those mail from the mail box and take care of it.
I am kindly asking the Court to please help me take care of this accumulated bill of 30,110.00 plus. The process to get this problem resolve took a long tim Causing the bill to go up $100.00 each day. I starte to work on it as soon as I knew about it.
The properties are not in the best condition and I a trying my best to work with it and make the neighbood look good and be Safe.
I am going through a handship trying to pay all the bills and taxes but I will neve- make this happen again.

Sincerely,
Nandanie Lall

NOTICE OF CLAIM OF MUNICIPAL LIEN

For: 810 Person St., Kissimmee, FL 34741
Parcel ID: 21-25-29-1900-000C-0020
Property Owner: Nandanie Lall

Notice is hereby given that the City of Kissimmee, a Florida Municipal Corporation (hereinafter, the "City") claims a lien on the above-referenced Property.

This Lien is imposed pursuant to a Finding of Fact and Conclusion of Law and Order rendered by the City of Kissimmee Code Enforcement Special Magistrate on March 10, 2025, in City of Kissimmee Code Enforcement Case # CE-24-02948 (the "Case"). The undersigned acknowledges and attests that a Lien be placed upon the Property. This Lien shall not be released until all fines accrued in accordance with the findings in the Case have been satisfied or discharged by the City.

Dated: September 18, 2025

CITY OF KISSIMMEE

Tameara Crespo
City Clerk or Designee

(SEAL)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on September 18, 2025 by means of ☑ physical presence or ☐ online notarization, by Tameara Crespo as City Clerk or Designee for the City of Kissimmee, a Florida Municipal Corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Paula Armas Pozo
My Commission HH 473938
Expires 12/17/2027

Notary: Paula Armas
Print Name: Paula Armas

Document Prepared by:
The City of Kissimmee, City Clerk's Office
101 Church Street, Kissimmee, FL 34741, (407) 518-2309

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 09/22/2025 09:17:32 AM RECEIPT # 3099896
Rec Fees 10.00 EXTRA NAMES
CFN# 2025116486 BK 6851 PG 1539 PAGE 1 OF 1

NOTICE

DATE September 22, 2025

TO: Nandanie Lall
4211 Sevan Way
Kissimmee, FL 34746-3451

FROM: City Clerk's Office
101 Church Street
Kissimmee, FL 34741

SUBJECT: Claim of Lien – Case #: CE-24-02948
Address: 810 Person Street

Attached please find a copy of the above-mentioned Claim of Lien(s) placed against your property. This lien(s) was filed on September 18, 2025, and returned to our office from the Osceola County Clerk of the Courts Recording Division.

If you have any questions or you would like a current pay-off on this lien(s), please contact the Code Enforcement Department at 407-518-2133.

COPY: Mark Vazquez, Code Enforcement Manager

CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE
CITY OF KISSIMMEE, FLORI

FILE COPY

CITY OF KISSIMMEE,

Petitioner,

vs.

Respondent.
Adharr Lall & Nandanie Lall /

Case No. CE-24-02948

Parcel ID No. &
Property Address:
21-25-29-1900-000C-0020
810 Person St

14029

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

Before me, the undersigned authority, personally appeared, **Mark Vazquez**, Code Enforcement Manager for the City of Kissimmee who, after being duly sworn, deposes and says:

1. That on March 10, 2025, the Code Enforcement Special Magistrate held a public hearing and issued an order in the styled-manner.

2. That, pursuant to said Order, the Respondent was to have taken certain corrective action by or before May 9, 2025.

3. That a re-inspection was performed on March 16, 2026,

That the re-inspection revealed that the corrective action ordered by the Special Magistrate has been taken. **Permit to meet compliance was issued on March 9, 2026.**

FURTHER AFFIANT SAYETH NOT.

Dated this 16 day of March, 2026.

Mark Vazquez – Code Enforcement Manager

PERSONALLY, appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, **Mark Vazquez,** who first being duly sworn, acknowledges before me that the information contained herein is true and correct. He is personally known to me.

WITNESS hand and official seal this 16TH day of MARCH, 2026.

Notary Public - State of Florida

Notary Public - State of Florida
Shawnta Villiard
My Commission HH 503308
Expires 12/7/28

PERMIT DETAILED REPORT (BR-25-1360)
FOR CITY OF KISSIMMEE

Permit Type	Building (Residential)	**Project:**		**App Date:**	09/17/2025
Work Class:	Demolition/Relocation	**District:**	MMTD	**Issue Date:**	03/09/2026
Status:	Issued	**Square Feet:**	75.00	**Exp Date:**	09/09/2026
Description:	Demolition of property	**Valuation:**	$600.00	**Final Date:**	NOT FINALED

Parcel: 21-25-29-1900-000C-0020 Main	**Address:** 810 Person St Kissimmee, FL 34741 Main	**Zone:** T4-O (T4-O: NEIGHBORHOOD OPEN) Main

Applicant
Gladel Brutus
6160 H Edgewater Dr
Orlando, FL 32818
Home:
Business: 4074461226
Mobile:

Applicant
Gladel Brutus
6160 H Edgewater Dr H
Orlando, FL 32818
Home:
Business: 4074461226
Mobile:

Applicant
Gladel Brutus
Po Box 680249
Orlando, FL 32868
Home:
Business: 4074461226
Mobile:

Contractor
Gladel Brutus
6160 H Edgewater Dr
Orlando, FL 32818
Home:
Business: 4074461226
Mobile:

Contractor
Gladel Brutus
6160 H Edgewater Dr H
Orlando, FL 32818
Home:
Business: 4074461226
Mobile:

Contractor
Gladel Brutus
Po Box 680249
Orlando, FL 32868
Home:
Business: 4074461226
Mobile:

Property Owner
Nanndie Lall
810 Person St
Kissimmee, FL 34741
Home: (1 7) 182-0056
Business:
Mobile:

Type of Hold	Created By	Date Created	Comments	Active
Work Without a Permit	Samantha Bridle	11/6/2024 12:26:47PM	810 Person St - Double permit fee and work without permit fine for exterior/interior alterations (CE-24-02948)	Yes

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00062382	BCAI Surcharge	$2.00	$2.00
	DCA Surcharge	$2.00	$2.00
	Demolition Fee	$81.68	$81.68
	Total for Invoice INV-00062382	$85.68	$85.68
	Grand Total for Permit	**$85.68**	**$85.68**

NEGOTIATION AGREEMENT
BETWEEN
CITY OF KISSIMMEE
AND
NANDANIE LALL

THIS AGREEMENT is entered into on this 30 day of MARCH, 2026, by and between Nandanie Lall (the "Payor"), owner of the property located at 810 Person Street, Kissimmee, FL 34741 and the City of Kissimmee, a municipal corporation, whose address is 101 Church Street, Kissimmee, Florida (hereinafter referred to as "City").

WHEREAS, the Payor as identified in case number CE-24-02948 (the "Case") was subject of a code enforcement action initiated by the city due to violations of applicable municipal codes; and

WHEREAS, the Payor has since brought the property into full compliance as of March 9, 2026, as verified by the City's Code Enforcement Division; and

WHEREAS, the Payor has submitted documentation supporting a hardship, which aligns with the criteria set forth in the City's adopted policies governing lien reductions and appeals; and

WHEREAS, the City, through its authorized representatives and in accordance with the City's lien appeals process, accepts the owner's hardship claim and agrees to enter a negotiated settlement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties agree as follows:

1. **Financial Terms.** The City acknowledges that the original outstanding balance for the referenced Case is $30,900.00 encompassing all applicable fines, fees, and penalties assessed up to the date of this Agreement. In response to the Payor's request to settle the matter, the City agrees to accept a negotiated reduced amount of $4,000.00, plus a satisfaction fee of $10.00 *per lien*.

2. **Final Payment:** The total amount due under this agreement must be paid **in full** no later than July 6, 2026 (the "Final Payment Date").

3. **Acknowledgement Clause.** Payor acknowledges and agrees that the financial terms as outlined in Section 1 are final, full, and the binding amount owed. The financial terms of this Agreement shall not, under any circumstances be renegotiated, amended, modified, or reduced. By signing this Agreement, the Payor accepts and agrees to pay the negotiated amount set forth herein and acknowledges that no further adjustments to the financial terms will be considered.

4. **Extensions.** The city may grant only one (1) extension of the Final Payment Date, and such extension will be considered solely for extenuating circumstances beyond the Payor's control such as natural disasters, critical illness, major accidents causing temporary incapacity, or other similarly unavoidable events. Any request for an extension must be submitted in

writing *prior* to the Final Payment Date and must be accompanied by satisfactory documentation evidencing the existence and impact of the extenuating circumstance. Requests submitted *after* the Final Payment Date shall not be considered under any circumstances. No extensions will be granted for reasons other than extenuating circumstances. The city will not entertain requests for extensions based on further financial or personal hardship, convenience, inability to pay, or other non-emergency matters.

5. **Reversion Clause.** If full payment is not received by the Final Payment Date or by any deadline explicitly approved in writing by the City, the negotiated balance shall immediately and automatically revert, without further notice, to the original pre-negotiated amount owed. Upon such reversion, the Payor irrevocably forfeits all rights to further negotiate, settle, reduce, or otherwise alter the outstanding balance in this Case. The city shall retain all rights to pursue collection of the original amount in full, and the Payor acknowledges that no extensions, modifications, or additional negotiations will be permitted.

6. **Prepayment.** Payor may prepay the balance in full in whole or in part prior to the final payment date without any penalty or interest.

7. **Form of Payment.** All payments under this Agreement must be made through the City's Finance Department, located at 101 Church Street, 4th Floor, Kissimmee, FL 34741. Accepted forms of payment include check, money order, or debit/credit card. All payments must reference the property address or case number to ensure proper credit.

8. **Entire Agreement.** This Agreement contains full understanding of the parties and supersedes any prior discussions or correspondence. Any modifications must be made in writing and signed by both parties.

Executed on this 30 day of March, 2026.

CITY OF KISSIMMEE

_____
CITY MANAGER, MIKE STEIGERWALD

ATTEST

_____
CITY CLERK, TAMEARA CRESPO

PAYOR:

VanDanee Sell
OWNER

ITEM 7.G
Local Agency Program Agreement and Resolution with FDOT for Shingle Creek Trail Phase South 2B

Request

Request approval of the resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement (contract #20260192) with the Florida Department of Transportation (FDOT) for the Shingle Creek Trail Phase South 2B – Yates Connector Trail Project (FPN 442334-3-58-01 and FPN 442334-3-68-01), and further authorizes the City Manager or designee to execute any necessary related documentation and amendments.

Additional approval is requested to allocate $254,718 to cover ineligible project costs and any potential funding shortfall.

Explanation

Through the City's participation in MetroPlan Orlando, the City has secured funding from FDOT through a LAP Agreement for the construction of the Shingle Creek Trail Phase South 2B – Yates Connector Trail Project in the amount of $8,641,589, and for Construction Engineering and Inspection (CEI) services in the amount of $632,398.

The purpose of the LAP Agreement is to establish FDOT's financial participation in the project, as detailed in Exhibit "A" Project Description and Responsibilities, which is incorporated into the agreement. The agreement outlines the terms, conditions, and responsibilities required to complete the project. Although no local match is required, the City is responsible for funding ineligible project costs and any funding shortfall. Staff has identified $254,718 to cover these costs.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT2109	Decrease	$45,955.00	$4,718.00
10345656-506393	GT2607	Increase	$250,000.00	$254,718.00
15045656-506393	GT2607	Increase		$9,019,269.00
15000331-331490	GT2607	Increase		$9,019,269.00

Financial Summary:

Sufficient funds are available within the project budget to cover ineligible costs and any funding shortfall associated with the project.

Recommendation

Approval of the resolution authorizing the Mayor to execute and deliver the LAP Agreement with FDOT, and further authorizing the City Manager or designee to sign any necessary documents and amendments for the Shingle Creek Trail Phase South 2B – Yates Connector Trail Project (FPN

442334-3-58-01 and FPN 442334-3-68-01), including the allocation of $254,718 for ineligible costs and potential funding shortfalls.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) LAP Resolution - Shingle Creek Trail Phase South 2B
2. (S) LAP Agreement - Shingle Creek Trail Phase South 2B

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE SHINGLE CREEK TRAIL PHASE SOUTH 2B – YATES CONNECTOR, FPN 442334-3-58-01 AND FPN 442334-3-68-01.

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Shingle Creek Trail Phase 2B – Yates Connector Trail and;

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-3-58-01 and FPN 442334-3-68-01.

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

Section 1. The foregoing recitals are true, correct legislative findings incorporate by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-3-58-01 and FPN 442334-3-68-01.

Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-3-58-01 and FPN 442334-3-68-01, that may be required in furtherance and for completion of the construction project.

DONE AND RESOLVED this ___day of _____2026.

ATTEST: CITY OF KISSIMMEE

_____ _____
City Clerk Mayor-Commissioner

Approval as to Form & Legality:

_____
City Attorney

FPN: 442334-3-58-01	FPN: 442334-3-68-01	FPN:
Federal No (FAIN): D526 003 B	Federal No (FAIN): D526 003 B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSU, LF, TALU	Fund: ACSU, LF	Fund:
Org Code: 55054010508	Org Code: 55054010508	Org Code:
FLAIR Approp: 088717	FLAIR Approp: 088718	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No:92 Contract No:
Recipient Vendor No: F596000348006 Recipient Unique Entity ID (UEI) No: DPHBBJP7RHY3

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Shingle Creek Trail South Phase 2B Yates Connector project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before February 29, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 9,273,987.00 (Nine Million Two Hundred Seventy-Three Thousand Nine Hundred Eighty-Seven Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.j.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $9,019,269.00 (Nine Million Nineteen Thousand Two Hundred Sixty-Nine Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.m. and 5.n. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"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."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, 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 Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], 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 [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

By: _____
Name:
Title: Mayor-Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 442334-3-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Kissimmee (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Shingle Creek South Phase 2B - Yates Connector project is with the City of Kissimmee (Recipient). The Project is an East/West trail that begins at the intersection of South John Young Parkway (US 17-92 / State Road 600) and Osceola Village Drive and ties into the previously constructed Shingle Creek Regional Trail (SCRT) South Phase 1B Toho Vista trail segment. Total length of the project is approximately 7,124 feet or 1.349-miles.

The project will consist of constructing a 10-foot to 14-foot-wide fiber-reinforced concrete trail beginning at the southeastern quadrant of the intersection of South John Young Parkway (US 17-92 / State Road 600) and Osceola Village Drive, running along Osceola Village Drive for approximately 45 feet, then running Southwest parallel to South John Young Parkway (US 17-92 / State Road 600) for approximately 367 feet, then continues East and Northeast to tie into the existing SCRT South Phase 1B section. The project includes approximately 2,851 feet of concrete trail with approximately 4,273 feet of boardwalk and 338 feet of segmental block walls at the beginning and ending of the boardwalks. Two overlooks are proposed, one between Bent Number 163 and Bent Number 168, and one between Bent Number 370 and Bent Number 375. The trail drainage includes a ditch and flood plain compensation area.

The improvements will include mobilization, maintenance of traffic, erosion control, selective clearing and grubbing, selective pruning, selective debris removal, removal of existing concrete, tree protection barrier, earthwork (including regular excavation, subsoil excavation and embankment), 42” Type 1 aluminum pedestrian/bicycle railing, sod, and root control barrier panels.

Improvements within FDOT ROW include the removal of existing 5-foot-wide sidewalk from the back of the apron at Osceola Village Drive and construction of a 10-foot-wide fiber-reinforced concrete trail matching the existing sidewalk elevation.

The following items are not eligible for reimbursement and will be locally funded:
· Pay Item: 522-99 Fiber Reinforcement for Concrete Sidewalk.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. An Environmental Resource Permit (ERP) permit from the South Florida Water Management District (SFWMD) has been obtained. Right-of-way acquisition is complete. The City of Kissimmee (Recipient) shall construct the project within the limits of the existing right-of-way or easements. Maintenance Obligations: Within FDOT Right-of-Way, FDOT will maintain the paved concrete trail and the City of Kissimmee (Reciepient) will maintain signs, trail appurtenances.

SPECIAL CONSIDERATIONS BY RECIPIENT:

City of Kissimmee (Recipient) shall not advertise for Construction services until the Agreement is fully executed by both the Local Agency and FDOT and the Notice to Proceed has been issued by FDOT.

City of Kissimmee (Recipient) shall not execute the Consultant Contract until this Agreement is fully executed by both the Local Agency (Recipient) and FDOT and the Notice to Proceed has been issued by FDOT.

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimburse-ment request is being submitted. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

Please Note: A PMSR in lieu of an invoice does not supersede the Recipient's invoice submittal requirements per the terms of the Agreement. The Recipient's next invoice should be submitted as soon as possible to bring invoicing back into compliance.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by July 28, 2026.
b) Construction Duration of 440 days.
c) Construction to be completed (Final Acceptance) by October 24, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that have not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Kissimmee 101 Church St. Kissimmee, FL 34741	442334-3-58/68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025-2026 (LAP)	$ 8,641,589.00	$ 254,718.00	$ 0.00	$ 8,386,871.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 8,641,589.00	$ 254,718.00	$ 0.00	$ 8,386,871.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025-2026 (LAP)	$ 632,398.00	$ 0.00	$ 0.00	$ 632,398.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 632,398.00	$ 0.00	$ 0.00	$ 632,398.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 9,273,987.00	$ 254,718.00	$ 0.00	$ 9,019,269.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(7.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$9,019,269.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

ITEM 7.H

Approval of a Permanent Right of Way Easement between United Cerebral Palsy of Central Florida, Inc. and the City of Kissimmee

Request

Request approval for a Permanent Right of Way Easement (Contract #20260189) between United Cerebral Palsy of Central Florida, Inc. (UCP) and the City of Kissimmee for streetscape zone improvements at 200 W. Vine Street.

Explanation

Due to the lack of space in the right-of-way to accommodate streetscape zones along streets within the City's Form Based Code (FBC) area, some projects are required to dedicate a private property easement to the City for sidewalks and a furnishing zone (green space). UCP is developing a specialized charter school and pediatric therapy facility (CU-24-0012) on an 8.3-acre parcel located between W. Vine St. and W. Oak St. (Parcel ID# 22-25-29-2264-0001-0010). The wider sidewalks and green space are required. This right-of-way easement measures 13 feet wide and spans across the entire 285 feet of property frontage along W Vine St.

FINDINGS AND REASONS:

Compliance with Land Development Code Section 14-5-5(E), Streetscape Zone, which requires an easement dedication if there is no sufficient space in the existing right-of-way to accommodate the streetscape zones.

Recommendation

Execute and approve the Permanent Right of Way Easement between United Cerebral Palsy of Central Florida, Inc. (UCP) and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. (S) UCP Permanent Right of Way Easement

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number: 22-25-29-2264-0001-0010

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 27th day of March 2026, by and between **United Cerebral Palsy of Central Florida, Inc.** whose address is **4780 Data Court, Orlando, FL, 32817** (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a permanent right of way easement in connection with the Grantee's redevelopment of the Vine Street Corridor within the Vine Street CRA Overlay District over a portion of the Property more particularly shown and described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant this Permanent Right of Way Easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITATIONS. The above recitations are true and correct.

2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (its successors and assigns) a permanent right of way easement in perpetuity. This easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property. The easement shall be used by the Grantee (and its successors, assigns, licensees or designees) for the construction, maintenance and

repair, landscaping, surface water drainage, current utilities, ingress and egress and all other uses traditionally associated with public road rights of way, including for the use of the traveling public across the Easement Area, at the Grantee's sole discretion.

3. RIGHTS OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT). FDOT shall have all the rights and restrictions of Grantee under this Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Easement. FDOT's third party enforcement rights include, but are not limited to, the perpetual right to enter the Easement Area and construct, reconstruct, operate, maintain, inspect, or repair the sidewalk located herein. FDOT shall provide reasonable notice to Grantor prior to entering the Easement Area.

4. CONDITION OF EASEMENT AREA. Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitation applicable thereto.

5. INDEMNIFICATION. In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of the Easement Area by Grantee or arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:

(i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;
(ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors;
(iii) Grantee's failure to perform any obligations imposed hereunder;
(iv) Grantee's use, maintenance, or repair of the Easement Area; or
(vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this

Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area

b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

6. BINDING OBLIGATIONS. Grantee and Grantor covenant and agree that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

7. CONSTRUCTION OF AGREEMENT. This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. NOTICES. All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: United Cerebral Palsy of Central Florida, Inc.
4780 Data Court
Orlando, FL 32817

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL

Or to such other address or to the attention of such other person as hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

10. NO IMPLIED WAIVER. The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

11. SEVERABILITY. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

12. AMENDMENTS. This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

13. GOVERNING LAW. This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

14. ATTORNEY'S FEES AND WAIVER OF JURY TRIAL. The parties hereto agree to waive trial by jury in any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement. Each party further agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

15. COUNTERPARTS. This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:

Signature
Name: Ken Jacobs
Title: COO

COUNTY OF ORANGE

STATE OF FLORIDA

BE IT REMEMBERED that on this 27th day of MARCH, 2026, before me, a Notary Public in and for the said county and state, personally appeared KEN JACOBS, the COO of UCP of CENTRAL FL, who is personally known to me and who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Notary Public

Notary Public State of Florida
Lisa M Klumb
My Commission HH 333582
Expires 11/29/2026

GRANTEE:

By: _____
Mayor - Commissioner

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

EXHIBIT "A" Legal Description of Easement

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 1, UCP OSCEOLA, according to the plat thereof, as recorded in Plat Book 37, Pages 138 through 139 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, UCP OSCEOLA, according to the plat thereof, as recorded in Plat Book 37, Pages 138 through 139 of the Public Records of Osceola County, Florida; thence run S88°42'37"E along the South Right of Way line of U.S. Highway No. 192, per FDOT Map Section 92620-2601, a distance of 25.00 feet to the Point of Beginning; thence run S00°16'14"W along the East line of Tract RW-1 of said UCP OSCEOLA, a distance of 13.00 feet; thence departing said East line, run S88°42'37"E, a distance of 285.64 feet to the West line of Lot 4, Block B, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book A, Page 13 of the Public Records of Osceola County, Florida; thence run N00°15'52"E, a distance of 13.00 feet to the South Right of Way line of said U.S. Highway No. 192; thence run N88°42'37"W along said South Right of Way line, a distance of 285.64 feet to the POINT OF BEGINNING.

Containing 0.09 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
○	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	P.O.B.	POINT OF BEGINNING
		R/W	RIGHT OF WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SE	SOUTHEAST

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT) WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING N89°44'54"W.
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: UCP OF CENTRAL FLORIDA

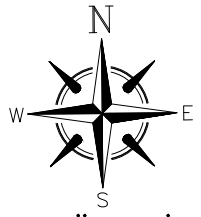
DATE OF SKETCH: 03/26/2026	REVISIONS:
SCALE: 1" = 40'	
SEC. 22, TWP. 25 S, RNG. 29 E	
CAD FILE: S-L STREETSCAPE EASEMENT	
JOB NO.: 22-239 DRAWN BY: ADS	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN No. 5700 STATE OF FLORIDA REGISTERED SURVEYOR AND MAPPER

03/26/2026
RICHARD D. BROWN, P.S.M #5700 (DATE)

SKETCH OF DESCRIPTION



U.S. HIGHWAY NO. 192

106.00' RIGHT OF WAY
PER FDOT MAP SECTION 92620-2601

(BEARING BASIS)
N89°44'54"W 662.68'
NORTH LINE OF SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST

POINT OF COMMENCEMENT
NORTHWEST CORNER LOT 1
UCP OSCEOLA
PLAT BOOK 37, PAGES 138-139

S88°42'37"E
25.00'

SOUTH RIGHT OF WAY LINE

N88°42'37"W 285.64'

10.00' DRAINAGE AND UTILITY EASEMENT

POINT OF
BEGINNING

S00°16'11"W
13.00'

S88°42'37"E 285.64'

N00°15'52"E
13.00'

PARCEL
CONTAINING
0.09 ACRES ±

UNION STREET
60.00' RIGHT OF WAY
PER PLAT BOOK A PAGE 13

TRACT RW-1
MAINTENANCE RIGHT OF WAY
UCP OSCEOLA
PLAT BOOK 37, PAGES 138-139

EAST LINE

10.00' DRAINAGE AND UTILITY EASEMENT

20.00' D.E.

LOT 1
UCP OSCEOLA
PLAT BOOK 37
PAGES 138-139

WEST LINE

10.00' WALL, FENCE, DRAINAGE
AND UTILITY EASEMENT

4

3

R.H.P. DROUGHT'S ADDITION TO
KISSIMMEE CITY
PLAT BOOK A PAGE 13
BLOCK B

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

ITEM 7.I

Approval to Apply for Grant Funding Opportunities for Vertiport and Air Taxi Infrastructure at Kissimmee Gateway Airport

Request

Approval to apply for grant funding for Vertiport and Air Taxi Infrastructure opportunities at Kissimmee Gateway Airport

Explanation

The City of Kissimmee, Kissimmee Gateway Airport (KISM), and Bell Dancy Industries (BDI) are seeking to establish a strategic partnership to advance the development of vertiport infrastructure and support future grant funding opportunities tied to Advanced Air Mobility (AAM).

This collaboration is intended to position Kissimmee as a regional hub for AAM innovation by integrating vertiport development with pilot training and operational testing. Leveraging KISM's active airport environment and its proximity to SunTrax, the partnership would support joint operations utilizing BDI's Autonomous Landing and Takeoff Assistant (ALTA) system, creating a unique ecosystem for training, testing, and deployment.

The initiative is designed to competitively pursue federal and state funding for vertiport infrastructure and AAM programming, while delivering broader public benefits, including workforce development, job creation, and increased capital investment across the region. The proposed program includes an estimated $14 million in infrastructure investment and $1.5 million in operational support, with anticipated offsets through grant funding and long-term economic impact.

Through this partnership, the City seeks to align public and private resources to accelerate AAM readiness, expand aviation capabilities, and position Central Florida as a leader in next-generation transportation.

Recommendation

Approval to apply for grant funding for Vertiport & Air Taxi Infrastructure at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

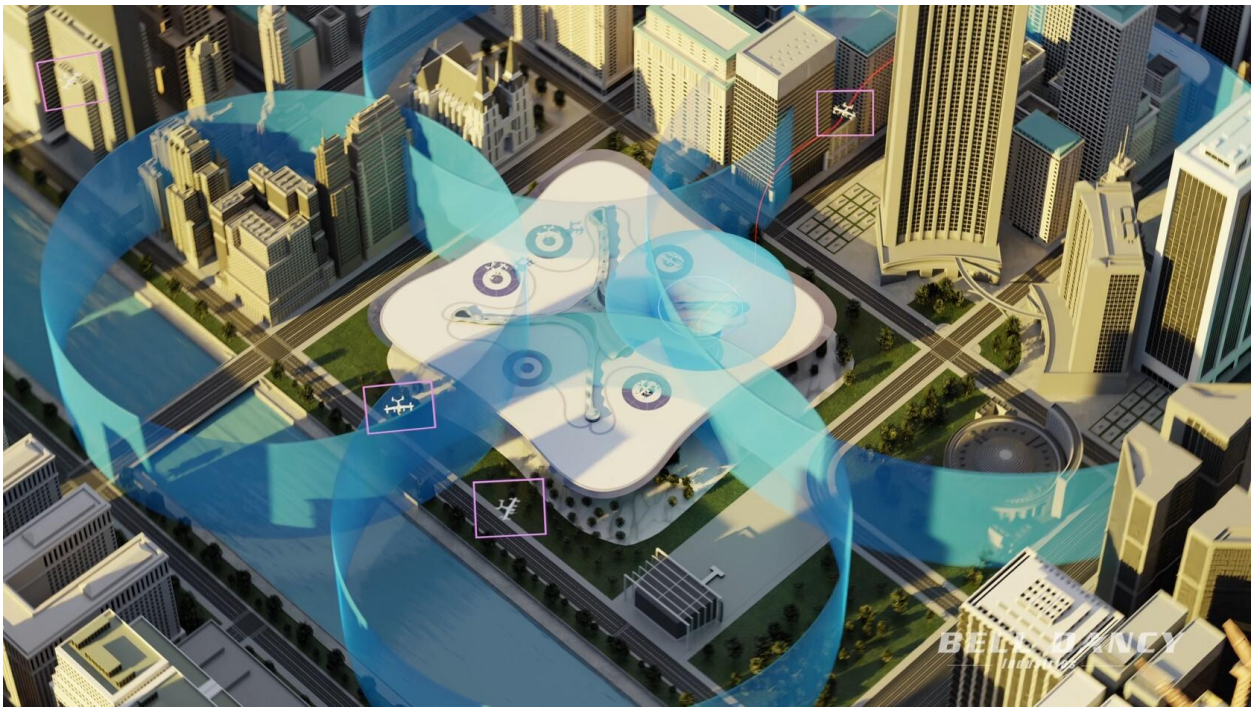
Attachment(s):

1. Exhibit KISM BDI Joint Proposal

27 March 2026

Vertiport & Air Taxi Infrastructure Proposal

Kissimmee / Bell Dancy Industries / Florida Dept of Transportation



Intended For:
- Will Watts, Asst. Secretary FDOT
- Courtney Hance, FDOT SunTrax Lead

Prepared By:
- Darrell Bell, BDI CEO
- Shaun Germolus, KISM Airport Director
- Jackie Espinosa, Mayor of Kissimmee

Executive Summary:

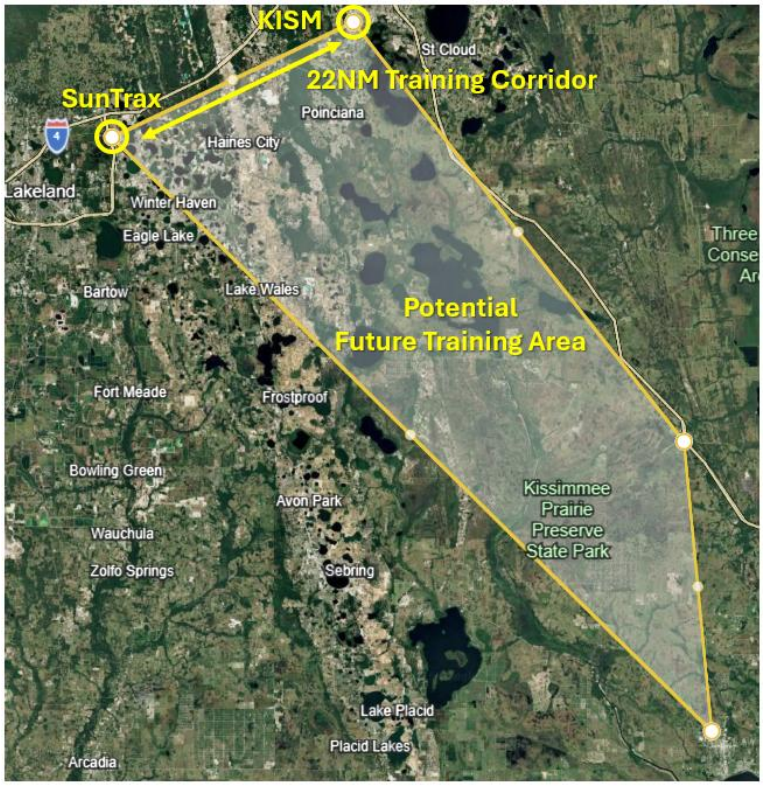
This is a joint proposal from The City of Kissimmee & Bell Dancy Industries to the state of Florida and the Florida Department of Transportation (FDOT) to request funds to purchase and operate vertiport infrastructure supporting Advanced Air Mobility.

Purpose:

The City of Kissimmee, Kissimmee Gateway Airport (KISM), and the company Bell Dancy Industries (BDI) have joined together to request state funding from FDOT for vertiport infrastructure; while also presenting a beneficial proposal to support training pilots at an operational airport close to SunTrax with joint operations between KISM and SunTrax with BDI's Autonomous Landing and Takeoff Assistant (ALTA) system.

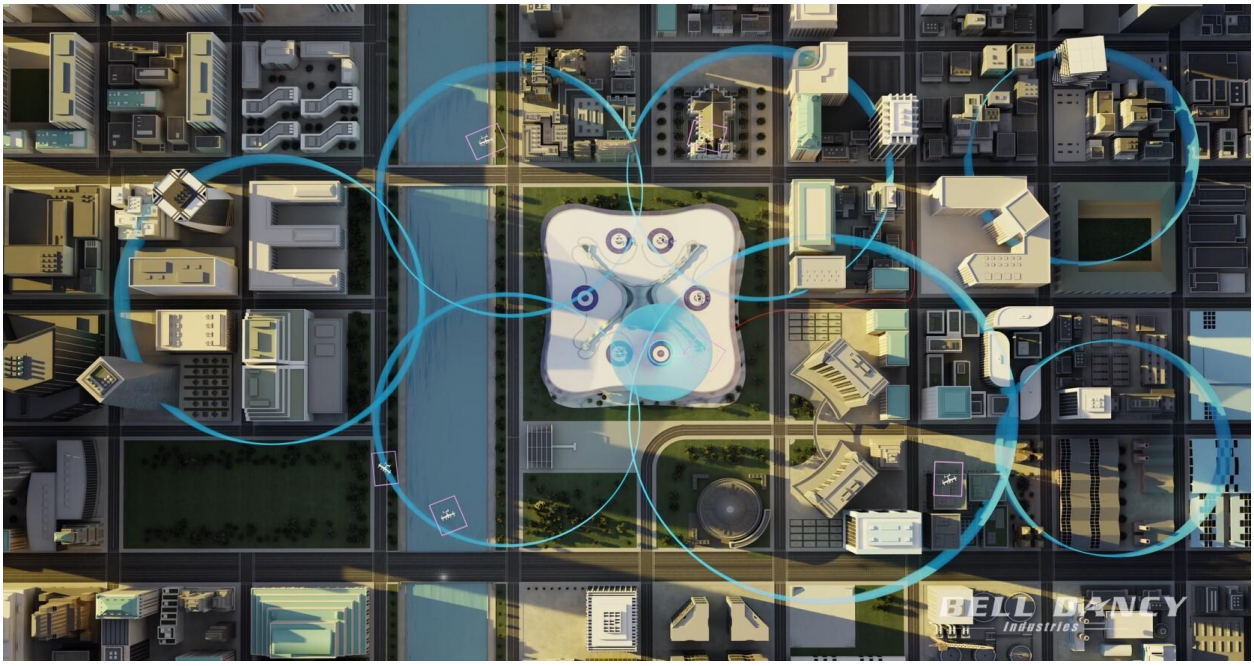
Background:

Following the recent passing of Florida House Bill 1093 for Vertiports (sponsored by Rep. Leonard Spencer & FL Sen. Gayle Harris on 10 March 2026) The State of Florida and FDOT are well positioned to take advantage of expanding vertiport infrastructure. Additionally, FDOT was recently selected for the Federal eVTOL Integration Pilot Program (eIPP) with BDI as an infrastructure partner, and BDI is also a selected infrastructure partner for multiple other sites selected across the U.S. by USDOT and the FAA. This investment alongside the already planned work happening at SunTrax will provide FDOT the necessary advantage to roll out further Advanced Air Mobility (AAM) capabilities and train future pilots / operators; and will further the FDOT effort to expand AAM along the I-4 corridor.



Technical Information

BDI and KISM plan to use multiple technologies to support AAM throughout the airport and city, with the main supporting infrastructure being ALTA. This system will support integrated AAM operations with legacy air traffic control at KISM while also allowing a new connected air transport capability throughout the city, county, and state.



Objectives

- Establish a working connected operations plan (CONOPs) for Vertiport operations using ALTA at tactical ranges.
    - Provides FDOT a working plan to support eIPP connecting AAM jointly regardless of vehicle type.
- Establish a CONOPs for KISM & The City of Kissimmee
    - Provides the City of Kissimmee, Osceloa County, and the State of Florida with a new and capable training and implementation network for AAM.
- Support pilot training capabilities and housing for AAM pilot trainees
    - Provides FDOT, SunTrax, and Embry Riddle with a joint capability connecting the SunTrax training facility to an operational airport for expanded corridor testing.
    - This will also allow trainee AAM pilots to test at an operational airport and familiarize them with operational infrastructure. In addition, KISM currently hosts aviation maintenance and avionics training for expanded support and AAM educational opportunities.

Supporting Financial Information

Cost Estimate

This is a five (5) year plan to purchase airport infrastructure for the multi-purpose use of: installing, operating, and monetizing vertiport capabilities while also training future AAM pilots. Below is a summary of the combined costs for these efforts.

Acquisition

Equipment

$2.7M……. ALTA System
$500K……. Micro-weather system
$3.3M……. Vertiport Materials (concrete, rebar, verticals)
$1.5M……. Beta Technologies AAM charging system (or similar)

Installation

$700K……. Excavation
$200K……. Utilities Trenching
$5.1M……. Verticals (Vertiport Building & Hanger)

Sustainment

Operations

$1M/yr…… ALTA System Licensing
$250K/yr…. Micro Weather System licensing
$250K/yr…. Vehicle charging costs (FBO) (variable with throughput)

Cost Breakdown

$8M……. Vertiport Acquisition
$6M……. Installment
$1.5M/yr…. Operations

Projected Revenue

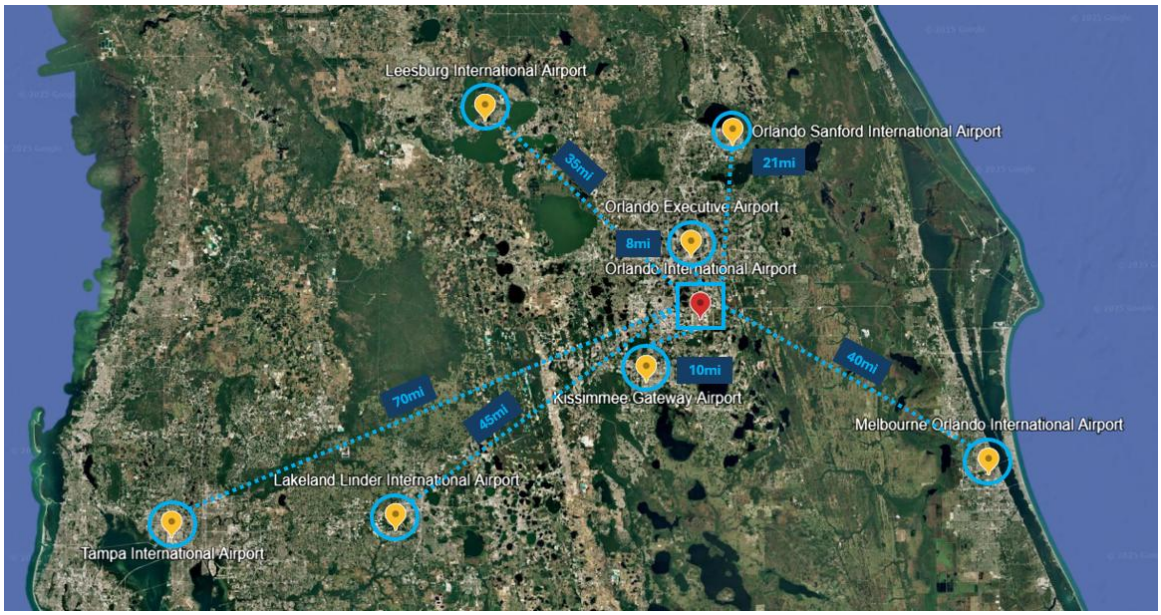
$X/yr……. Federal & State grants for building & hosting operational vertiport and supporting an active runway AAM training program

Summary

The cost breakdown details a baseline $14M acquisition cost with a $1.5M operations cost to the Airport and City. This is offset with the added benefit of Federal Grants, job generation, increased capital projects throughout the county (vertiport development), and added AAM capability to the state of Florida.

Period of Performance (PoP)
This proposal is five (5) years to support the procurement, installment, and operating of the ALTA system and vertiport operations at KISM, the City of Kissimmee, and beyond.

2026	2027	2028	2029	2030
Qtr 3 Equipment Purchase Qtr 4 ALTA System tests for best KISM Airport Vertiport location	Qtr 1 KISM supports SunTrax with on Airport testing at ALTA selected site Qtr 2 KISM opens AAM training schoolhouse Qtr 3 - Qtr 4 Vertiport fixed installation begins	KISM + SunTrax combined test & training facility graduates first class of AAM pilots. KISM + SunTrax graduate 25 cadets / Qtr = X new AAM pilots graduated through FDOT supported program	KISM + ALTA roll out multiple city-wide vertiport locations to support the influx of new AAM pilots and vehicles in the state of Florida	Kissimmee + KISM + BDI work alongside Osceola County to roll out multiple vertiports throughout the county



Stakeholder Support:
BDI has extended partnerships across the multiple AAM stakeholders to support this effort. With the combined support of the teams listed below, KISM Airport, the City of Kissimmee, & Osceola County, will be capable of supporting AAM operations, training & monetization.

- UrbanV - Vertiport development
- BETA Technologies - Charging Infrastructure
- Signature Aviation - Vertiport Operations & Vehicle storage

Contact information:

Name	Email	Phone
Darrell Bell	Darrell.B@belldancy.io	(323) 546 - 9937
Shaun Germolus	Shaun.Germolus@kissimmee.gov	(407) 518-2505

Signatures:

THE CITY OF KISSIMMEE

Signature:_____
Name:_____
Title:_____
Date: _____

Signature:_____
Name:_____
Title:_____
Date: _____

BELL-DANCY INDUSTRIES (BDI)

Signature:_____
Name:_____
Title:_____
Date: _____

Signature:_____
Name:_____
Title:_____
Date: _____

KISSIMMEE GATEWAY AIRPORT (KISM)

Signature:_____
Name:_____
Title:_____
Date: _____

Signature:_____
Name:_____
Title:_____
Date: _____

ITEM 7.J
Subordination Agreement for the Pinnacle at the Wesleyan Apartments

Request

Request approval and execution of the Subordination Agreement for the Pinnacle at the Wesleyan Apartments.

Explanation

The City of Kissimmee committed $500,000 in HOME funding for the construction of the Pinnacle at the Wesleyan Apartments. The City's funds are secured by a mortgage. During the construction, Bank of America held the senior (first-position) loan. Now that the financing for Pinnacle is being converted from construction to permanent financing, with Neighborhood Lending Partners (NLP) replacing Bank of America, the City's loan must be subordinated to allow the transaction. By agreeing to the subordination, the City agrees to take a junior lien position behind NLP. The subordination does not eliminate the City's security — it just changes lien priority.

A similar subordination form for execution was approved by the City Commission on November 11, 2023.

Recommendation

Approval and Execution of the Subordination Agreement for the Pinnacle at the Wesleyan Apartments.

REQUESTED CITY COMMISSION ACTION:

Execute
Approve

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):
1. (S) Wesleyan - NLP (Perm) Subordination - City of Kissimmee

This Instrument Prepared By
David R. Singleton
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa FL 33602

SUBORDINATION AGREEMENT

THIS AGREEMENT made as of the 14th day of April, 2026, by (i) NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation (the "Senior Mortgagee"), whose address is 3615 West Spruce Street, Tampa, Florida 33607; (ii) CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the "Subordinate Mortgagee"), whose address is 101 Church Street, Suite 500, Kissimmee, Florida 34741; and (iii) PINNACLE AT THE WESLEYAN, LLC, a Florida limited liability company ("Borrower"), whose address is 9100 S. Dadeland Blvd., Suite 700, Miami, Florida 33156.

RECITALS

A. Borrower executed and delivered to Subordinate Mortgagee, a Mortgage Note (the "Subordinate Note") dated November 29, 2023 in the principal amount of $500,000.00, evidencing a loan (the "Subordinate Loan") secured by a Mortgage from Borrower in favor of Subordinate Mortgagee dated November 29, 2023 and recorded at Official Records Book 6512, Page 2507, of the Public Records of Osceola County, Florida (the "Subordinate Mortgage"). The Subordinate Mortgage encumbers the real property described in Exhibit "A" attached hereto and made a part hereof, the improvements thereon, and certain personal property relating thereto (collectively, the "Property"). Hereinafter the Subordinate Note and the Subordinate Mortgage are collectively referred to as the "Subordinate Loan Documents".

B. Borrower executed and delivered to the Senior Mortgagee a Multifamily Note (the "Senior Note") in the original principal amount of $_____, evidencing a loan (the "Senior Loan") secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement from Borrower in favor of Senior Mortgagee dated April 14, 2026, and to be recorded in the Public Records of Osceola County, Florida (the "Senior Mortgage"). Hereinafter the Senior Note and the Senior Mortgage are collectively referred to as the "Senior Loan Documents".

C. Senior Mortgagee is unwilling to make the Senior Loan to Borrower unless Subordinate Mortgagee enters into this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, from one to the other paid, the receipt and

sufficiency whereof is hereby acknowledged, and to induce Senior Mortgagee to make the Senior Loan, the parties do hereby agree:

1. Recitals. The Recitals are true and correct and are made a part hereof.

2. Subordination.

(a) The Subordinate Mortgage is now and forever hereafter made subordinate and inferior to the Senior Mortgage and to all debt evidenced or secured thereby including principal, interest, costs and expenses, and to any and all extensions, modifications, amendments, enlargements or renewals thereof or future advances made thereunder. Further, the terms of the Subordinate Mortgage are and all rights and remedies of the Subordinate Mortgagee available to the Subordinate Mortgagee pursuant to the Subordinate Mortgage, including but not limited to the right to claim or receive any insurance or condemnation awards or proceeds, are hereby expressly subordinate to the terms of the Senior Mortgage is and the rights and remedies of Senior Mortgagee under the Senior Mortgage. Notwithstanding the foregoing or any other provision in this Agreement, until such time as Subordinate Mortgagee shall have received written notice from Senior Mortgagee of a default under the Senior Loan Documents, Subordinate Mortgagee may receive and collect any regularly scheduled payments of principal or interest or other amounts then due under the Subordinate Loan Documents and apply same against the payment then due and owing under the Subordinate Loan Documents.

(b) The indebtedness of Borrower, and any other obligor pursuant to the Subordinate Note, and any and all other indebtedness and other obligations of Borrower to Subordinate Mortgagee, and the Subordinate Mortgage, and all other liens, encumbrances and security interests given to secure the payment of the Subordinate Note and any other obligations of payment or performance of Borrower to Subordinate Mortgagee, whether now existing or hereafter created or acquired, shall be and hereby are subordinated in lien, priority and payment of principal and interest and all other charges and fees, including, without limitation, taxes and insurance premiums paid by Senior Mortgagee and interest accruing after any default or petition in bankruptcy, to the indebtedness of Borrower pursuant to the Senior Note, and all liens, encumbrances and security interests given to secure the payment thereof, whether now existing or hereafter created or acquired, including, without limitation, the Senior Mortgage and to any and all other loans, advances, extensions of credit, or other accommodations to or for the account of Borrower as Senior Mortgagee may elect to make from time to time, and any and all other indebtedness of Borrower to Senior Mortgagee, whether now existing or hereafter created or acquired, and any and all liens, encumbrances, and security interests given to secure the repayment or payment thereof, whether now existing or hereafter created or acquired, and to such renewals and extensions thereof as Senior Mortgagee may elect to make from time to time. Notwithstanding the foregoing, Senior Mortgagee may not modify any provisions of the Senior Loan Documents that increases the interest rate, extends the term (other than extensions expressly provided for in accordance with the Senior Loan Documents) or increases the Senior Loan, except for increases in the interest rate, extensions of the term or increases in the Senior Loan that results from advances made by Senior Mortgagee to protect the security or lien priority of Senior Mortgagee under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

3. Conditions Precedent to Remedial Action. If a default occurs under the Subordinate Loan Documents (a "Subordinate Loan Default") and is continuing, the Subordinate Mortgagee agrees that, without the Senior Mortgagee's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Mortgage or exercise any other rights or remedies it may have under the Subordinate Mortgage, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Mortgage), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Mortgagee at least 30 days' prior written notice. The Senior Mortgagee shall have the right, but not the obligation, to cure any Subordinate Loan Default within the same time period for curing a default which is given to the Borrower under the Subordinate Loan Documents, except that the Senior Mortgagee's time period for cure shall begin on the date on which it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Mortgagee to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Mortgagee pursuant to, and shall be secured by the lien of, the Senior Mortgage. Notwithstanding the foregoing, such limitations on the remedies of Subordinate Mortgagee shall not derogate or otherwise limit Subordinate Mortgagee's rights, following an event of default under the Subordinate Loan Documents to (a) compute interest on all amounts due and payable under the Subordinate Loan at the default rate described in the Subordinate Loan Documents, (b) compute prepayment premiums and late charges, and (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Loan.

4. Insurance, Condemnation. In the event of partial or total destruction of the Property which results in the payment of insurance proceeds, or in the event of a condemnation or similar proceeding which results in the payment of an award, the proceeds or award shall be applied in accordance with the relevant provisions of the Senior Mortgage.

5. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or three (3) days after mailing when sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above, or at such other address of which a party shall have notified the party giving such notice in writing.

6. No Waiver. The giving of consent by Senior Mortgagee to the giving of the Subordinate Mortgage is not and shall not be deemed a waiver of the Senior Mortgagee's rights to prohibit any other junior mortgage of the Property. No delay on the part of Senior Mortgagee or Subordinate Mortgagee in the exercise of any right or remedy hereunder or under the Senior Mortgage or Subordinate Mortgage, respectively, shall operate as a waiver of any right hereunder.

7. Counterparts. The parties hereto agree that this Subordination Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

8. Costs of Enforcement. Should suit be brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred both at trial and on appeal.

9. Paragraph Headings. The headings of the various paragraphs of this Subordination Agreement have been inserted only for the purposes of convenience, and are not part of this Subordination Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Subordination Agreement.

10. Choice of Law. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law. If any provision shall be held prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating any other provision of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the Borrower and the Subordinate Mortgagee and their respective heirs, successors and assigns and shall inure to the benefit of the Senior Mortgagee, its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED the day and year above mentioned.

SENIOR MORTGAGEE:

NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation

By: _____

_____, as its

_____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Subordination Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of April, 2026, by _____, as _____of NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
Printed Name

My commission expires:_____

SUBORDINATE MORTGAGEE:

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

By:_____
_____, as its
_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April, 2026, by _____, as _____ of City of Kissimmee, a municipal corporation of the State of Florida, on behalf of the corporation. He/She is either personally known by me or has produced _____ as identification.

_____
Notary Public

_____
Printed Name
My commission expires:_____

BORROWER:

PINNACLE AT THE WESLEYAN, LLC, a Florida limited liability company

By: PC Wesleyan, LLC, a Florida limited liability company, its Authorized Member

_____
David O. Deutch, President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April, 2026, by David O. Deutch, President of PC Wesleyan, LLC, a Florida limited liability company, the Authorized Member of Pinnacle at the Wesleyan, LLC, a Florida limited liability company, on behalf of the companies. He is either personally known to me or has produced a _____ driver's license as identification.

_____
Notary Public
(AFFIX NOTARIAL SEAL)
(Name)_____
Commission No._____
My Commission Expires:_____

EXHIBIT A

Legal Description of Property

Lot 3, SHINGLE CREEK PLAZA, according to the Plat thereof, recorded in Plat Book 7, page 2, of the Public Records of Osceola County, Florida.

ITEM 7.K
Traffic Control Jurisdiction Agreement — Residences at Tapestry Neighborhood HOA

Request

Requesting approval to extend the current traffic control jurisdiction agreement with The Residences at Tapestry Neighborhood Homeowners Association, Inc., for an additional five years (Contract #20260193).

Explanation

Gated communities are regarded as private property for law enforcement purposes, which means that law enforcement agencies generally do not have the jurisdiction to enforce most traffic laws within their roads. Homeowners' Associations within gated communities may enter into an agreement with local law enforcement, allowing the agency to enforce traffic laws and parking violations within the gated community. The Residences at Tapestry Neighborhood Association has had an agreement with the police department in place since July 1, 2021. The agreement expires on June 30, 2026. However, there is a clause that allows for a five-year extension.

On March 26, 2026, their board voted unanimously to extend the agreement. They provided a copy of the board's meeting minutes and a signed extension of the agreement drafted by the city's legal department. The agreement requires the Mayor's signature.

Recommendation

Approve the Residences at Tapestry Neighborhood Homeowners Association's request to extend the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) 3037-2026-03-26 Amendment to Traffic Control Agreement and Meeting Minutes

FIRST AMENDMENT TO AGREEMENT FOR TRAFFIC CONTROL JURISDICTION

THIS FIRST AMENDMENT is made this 26 day of March, 2026 by and between the **City of Kissimmee**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and the **Residents at Tapestry Neighborhood Homeowners Association, Inc.,** a non-profit corporation authorized to do business in the State of Florida (hereinafter "Owner"), together referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, on July 1, 2021, City and Owner entered into an Agreement for Traffic Control Jurisdiction (hereinafter "Original Agreement"); and

WHEREAS, Section Two of the Original Agreement allows the Parties to extend the Agreement for one (1) additional five (5) year term, upon sixty (60) days prior written notice from Owner and contingent upon approval by the City; and

WHEREAS, on February 12, 2026, the Owner provided written notice via email to the City requesting renewal of the Original Agreement in accordance with the 60-day written notice requirement set forth in its terms; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for the one-time additional five (5) year term, pursuant to its terms, by executing this First Amendment to the Original Agreement (hercinafter "First Amendment").

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. Additions to the Original Agreement are shown with underlining, deletions are shown with strikethrough type, and asterisk (***) indicate an omission from the existing text indicating it remains unchanged, as may be necessary

2. **AMENDMENT.** Section Two of the Original Agreement is hereby amended to read as follows:

   2. This agreement shall commence on the date executed by the City and shall expire on ~~June 30, 2026. This Agreement may be renewed for one (1) additional five (5) year term upon sixty (60) days prior written notice from Owner requesting this Agreement be renewed and contingent upon approval by Kissimmee City Commission.~~ June 30, 2031.

3. **ORIGINAL AGREEMENT.** All other provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 26 day of March, 2026.

AS TO RESIDENCES AT TAPESTRY NEIGHBORHOOD HOA, INC.

By: _____

Title: President

Date: 3/26/26

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 26 day of March, 2026, by means of ☑ physical presence or ☐ online notarization by _____ as _____ for Residents at Tapestry Neighborhood Homeowners Association, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Ruth Quijano
My Commission HH 329599
Expires 11/6/2026

Notary: _____

Print Name: Ruth Quijano

My Commission Expires: 11-6-2026

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
City Clerk

_____
City Attorney

RESIDENCES AT TAPESTRY NEIGHBORHOOD HOMEOWNERS' ASSOCIATION, INC.

2885 Chantilly Avenue
Kissimmee, Florida 34741

BOARD OF DIRECTORS' MEETING MINUTES
Thursday, March 26, 2026, 6:00 PM

I. **Call to Order:** Meeting called to order at 6:00 pm by Anderson Moran Board President.

II. **Establish Quorum of the Board of Directors:** Let the record show that quorum of the Board of Directors was established by having three (3) Board members present, Anderson Moran, Aston Banton and Herbert Cruz. Also present, Ruth Quijano Community Manager and Saprina Saintil Assistant Manager.

III. **Proof of Notice:** Meeting Notice was posted on property at least 48 hours prior to the meeting and posted on TownSq.

IV. **Meeting Minutes:** Motion by Anderson Moran to approve January 19, 2026, meeting minutes, Herbert Cruz second the motion all in favor motion passed.

V. **Old Business:**

VI. **New Business:**

a. Anderson Moran made a motion to suspend amenity access rights for all 90-day delinquent Herbert Cruz second the motion all in favor motion passed.

b. Anderson Moran made a motion to approve the Traffic Control Agreement first amendment Herbert Cruz second the motion all in favor motion passed.

c. Anderson Moran made a motion to ratify approved estimate ES-10564 and ES-10581 from Not Your Average Joe in the amount of $2,975.00 for paver repairs and adding a drain on the corner of Folio and Chantilly Herbert Cruz second the motion all in favor motion passes. Three estimates were reviewed in total. Perfect Landscaping and Design in the amount of $3,650.00 and Pacheco Maintenance in the amount of $1,926.00.

d. Anderson Moran made a motion to ratify the approved estimate 483 from Pacheco Maintenance in the amount of $1,819.00 for replacing twenty (20) gym lights Herbert Cruz second the motion all in favor motion passed. Three estimates were reviewed in total. Not Your Average Joe in the amount of $2,800.00 and Vetralux in the amount of $5,500.00.

e. Anderson Moran made a motion to ratify the approved estimate from Guardian Access in the amount of $1,591.25 to replace the SOS on Thacker. Herbert Cruz second the motion all in favor motion passed.
f. Anderson Moran made a motion to ratify the approved estimate from Guardian Access in the amount of $3,516.88 for repairs on all three gates Herbert Cruzn second the motion all in favor motion passed.
g. Anderson Moran made a motion to ratify approved estimate from Perfect Landscaping and Design in the amount of $6,770.00 for irrigation repairs, $1,420.28 for timer replacement on Thacker, $1,420.28 for timer replacement at the Nouveau Park Total $9,610.00 Herbert Cruz second the motion all in favor motion passed.
h. Anderson Moran made a motion to approve estimate from Pacheco Maintenance in the amount of $1,016.50 to install two (2) solar lights at the dog park Herbert Cruz second the motion all in favor motion passed. Three (3) estimates were reviewed in total. Perfect Landscaping and Design $3,025.00 and Not Your Average Joe $4,485.00.
i. Anderson Moran made a motion to approve estimate from Not Your Average Joe in the amount of $22,200.00 from the Reserves to repaint all crosswalk Lines, Stop Bar and Speed Bumps throughout the Community Herbert Cruz second the motion all in favor motion passed. Three (3) estimates were reviewed in total. Perfect Landscaping and Design in the amount of $27,261.00 and Pacheco Maintenance in the amount of $22,470.00.
j. Anderson Moran made a motion to approve estimate from King Access in the amount of $2,400.00 yearly rate for quarterly gate preventive maintenance services Herbert Cruz second the motion all in favor motion passed. Three (3) estimates were reviewed in total. Guardian Access Semi-annual $3,480.00 and TechFence $6,360.00 for quarterly service.
k. Anderson Moran made a motion to approve the Entry and Tailgating policy Herbert Cruz seconded the motion all in favor motion passed.

VII. **Adjournment:** Having no other business in front of the Board, Anderson Moran made a motion to adjourn the meeting at 6:18 pm.

VIII. **Member Forum**

ITEM 7.L

FY 2025 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

Request

Request approval to apply for the FY 2025 Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation from the United States Department of Justice Office. (Grant #JAG27).

Explanation

The Police Department requests approval to apply for the FY 2025 (BJA) Edward Byrne Memorial Justice Assistance Grant Program.
On March 20, 2026, the city was notified that the Office of Justice Programs is open to applications for funding under the FY 2025 BJA Edward Byrne Memorial Justice Assistance Grant Program. The City is eligible for $31,825.00, which will be allocated for the partial funding of salaries for two police officers and one police sergeant as outlined in the grant application.

The balance of the monies needed for the salaries and benefits of the officers and sergeants will continue to come from the General Fund.

Recommendation

Approval to apply for the FY 2025 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. JAG27 Information to Apply for Grant Monies

Pamela Lynch

From: Charles Broadway
Sent: Friday, March 20, 2026 2:56 PM
To: Christopher Succi; Pamela Lynch
Cc: Kevin McGinley
Subject: Fw: [MARKETING] Green Alert - Edward Byrne Memorial JAG FY25 is Open!

Charles L. "Chuck" Broadway
Chief of Police
City of Kissimmee Police Department

8 N. Stewart Avenue
Kissimmee, Florida 34741
407.847.0176 Ext.3269
charles.broadway@kissimmee.gov

From: Florida Police Chiefs Association <administrator@fpca.com>
Sent: Friday, March 20, 2026 2:54 PM
To: Charles Broadway <charles.broadway@kissimmee.gov>
Subject: [MARKETING] Green Alert - Edward Byrne Memorial JAG FY25 is Open!

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



Members,
Please see the message below for information on the Edward Byrne Memorial Justice Assistance Grant Program.
Thank you,
Jennifer "Cookie" Pritt
Executive Director
Florida Police Chiefs Association (FPCA)

850-219-3631
jpritt@fpca.com
Supporting, Protecting, & Defending Florida Chiefs

Edward Byrne Memorial JAG FY25
Now Open

The BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program was recently released, with significant funding to support a range of programs, including law enforcement and technology improvements. This is critical funding for states and local units of government.

Key details and deadlines:

State formula total: *$199.2 Million*

- Grants.gov deadline: April 7, 2026, 11:59 p.m. ET
- Just Grants deadline: April 14, 2026, 5:00 p.m. ET

Local formula total: *$96.3 Million*

- Grants.gov deadline: April 21, 2026, 11:59 p.m. ET
- Just Grants deadline: April 28, 2026, 5:00 p.m. ET

*Applicants must submit applications to both portals by their listed deadlines to be considered.

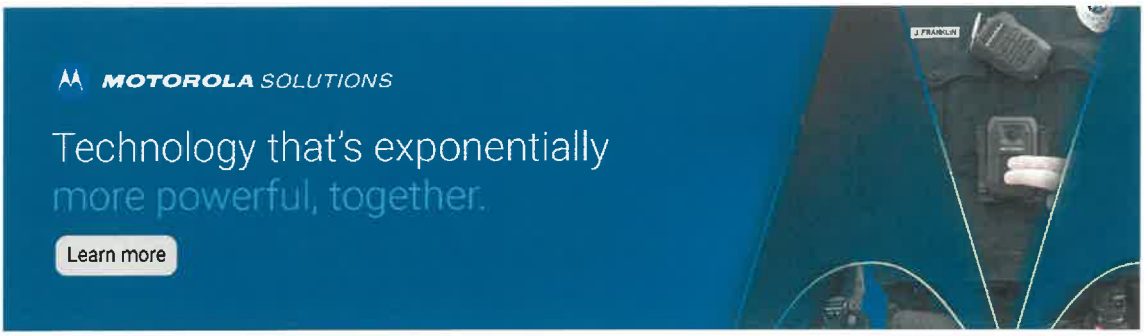
To help you secure your allocation, Motorola Solutions has partnered with the experts at Police1 to develop a FY25 JAG Guide.

The guide features:

- A step-by-step plan for local and state solicitations
- Tips for justifying technology like P25 radios, BWC, and RTCC software
- Sample narrative sections to make your application competitive

FY25 JAG Guide

Please click the ad below for more information from
FPCA Annual Bronze Partner
Motorola Solutions



Quick Links
Job Central
Donate to the Foundation

Florida Police Chiefs
Association
P.O. Box 14038
Tallahassee, FL 32317
850-219-3631

Website

Clicking the unsubscribe link will remove you from receiving all future emails from FPCA.
Unsubscribe

An official website of the United States government, Department of Justice. Here's how you know

Opportuni es A a

Current Funding Opportunities

See below for a list of all currently open OJP funding opportunities, with links to the full text of the notice of funding opportunity where you can locate information on how to apply. We encourage you visit the Apply for Funding section of the site for information and training on writing and submitting an application. If you are looking for funding opportunities released in previous years or that closed during the current fiscal year, go to the Past Funding Opportunities page.

- JustGrants Resource Website Application Submission Training Webpage: Contains e-Learning videos, reference guides and other resources to assist application submitters and entity administrators successfully complete an application. (April 14, 2022)

Bureau of Justice Assistance

- Deadline Grants.gov **03/19/2026 11:59 p.m. Eastern Time** and JustGrants **03/26/2026 08:59 p.m. Eastern Time**
  - FY25 Smart Reentry Demonstration Program
  - FY25 Strengthening Community Supervision Agency Operations Program
- Deadline Grants.gov **03/30/2026 11:59 p.m. Eastern Time** and JustGrants **04/06/2026 08:59 p.m. Eastern Time**
  - FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative
  - FY25 Public Safety and Mental Health Initiative

- Deadline Grants.gov **04/07/2026 11:59 p.m. Eastern Time** and JustGrants **04/14/2026 5:00 p.m. Eastern Time**
  - FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula
- Deadline Grants.gov **04/10/2026 11:59 p.m. Eastern Time** and JustGrants **04/17/2026 08:59 p.m. Eastern Time**
  - FY25 John R. Justice Formula Grant Program
  - FY25 Second Chance Act Training and Technical Assistance Program
  - FY25 State and Local Anti-Terrorism Training (SLATT) Program Training and Technical Assistance
  - FY25 Tribal Justice Infrastructure: Physical Plant and Corrections Operations Support Program
- Deadline Grants.gov **04/21/2026 11:59 p.m. Eastern Time** and JustGrants **04/28/2026 5:00 p.m. Eastern Time**
  - FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
- Deadline Grants.gov **04/27/2026 11:59 p.m. Eastern Time** and JustGrants **05/04/2026 08:59 p.m. Eastern Time**
  - FY25 Adult Treatment Court Program
  - FY25 Second Chance Act Pay for Success Initiative
  - FY25 Veterans Treatment Court Program
- Deadline Grants.gov **05/04/2026 11:59 p.m. Eastern Time** and JustGrants **05/11/2026 8:59 p.m. Eastern Time**
  - FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program
  - FY25 Second Chance Act Community-based Reentry Program
  - FY25 Second Chance Act Family-Based Substance Use Disorder Treatment Program

Bureau of Justice Statistics

National Institute of Justice

Office of Juvenile Justice and Delinquency Prevention

Office for Victims of Crime

Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking

Date Modified: March 25, 2026

Date Created: January 21, 2020

Funding Resources



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula

Total Amount To Be Awarded Under This Funding Opportunity: $199,222,278

Anticipated Award Ceiling: Up to $20,135,051

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-172541

Deadline to submit SF-424 in Grants.gov: **April 7, 2026, by 11:59pm Eastern Time**
Deadline to submit application in JustGrants: **April 14, 2026, by 5:00pm Eastern Time**

BJA
Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172541
Assistance Listing Number	16.738

Executive Summary

This NOFO will provide formula funding to states to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect

American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 13, 2026
SAM.gov Registration/Renewal	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on April 7, 2026
Step 2: JustGrants Application Deadline	5:00 p.m. Eastern Time on April 14, 2026

Funding Details

Amount To Be Awarded Under This Funding Opportunity: $199,222,278

Anticipated Number of Awards: 56

Anticipated Award Ceiling: $20,135,051

Anticipated Period of Performance Start Date: October 1, 2024

Anticipated Period of Performance Duration: 48 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.

PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO will provide formula funding to states to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

In connection with all of the above purposes, it should be noted that the JAG statute, at 34 U.S.C. § 10152, defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for information on allowable and unallowable costs that may inform the development of their project design.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial law enforcement. BJA encourages state and local recipients of FY 2025 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainers), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY25 State JAG Allocations are listed on the JAG Allocations webpage.

States should be aware of two pass-through requirements that may be incorporated into their FY25 JAG allocation:

- **Variable Pass-through (VPT) Requirement:** States must pass through a predetermined percentage of funds to units of local government. (For purposes of the JAG Program, a "unit of local government" is a city, county, township, town, or certain federally recognized American Indian tribes.) This predetermined percentage (often referred to as the variable pass-through, or VPT) is calculated based on the total criminal justice expenditures by a state and its units of local government. The variable pass-through percentage that will apply to a recipient state's JAG award, as well as historical VPT percentages, can be found at: https://bja.ojp.gov/program/jag/jag-variable-pass-through-vpt-information.
- **Less Than $10,000 Allocations:** States must appropriately use or distribute the amount of funds that are added to the state's JAG award because certain units of local government within the state are ineligible for a direct JAG award due to their small size. (These small-sized units of local government are referred to as "less-than-$10,000 jurisdictions.") The state must provide these additional funds to state police departments that provide criminal justice services to the less-than-$10,000 jurisdictions within the state and/or subaward the funds to such jurisdictions.

States should be aware of potential funding reductions that may be incorporated into their FY25 JAG allocation:

- **Prison Rape Elimination Act (PREA):** In 2012, DOJ published the National Standards to Prevent, Detect, and Respond to Prison Rape (PREA Standards), which were promulgated to prevent, detect, and respond to sexual victimization and abuse in confinement settings. The National PREA Standards are set out at 28 C.F.R. Part 115 and apply to confinement facilities, including adult prisons and jails, juvenile facilities, and police lockups.

  The PREA statute provides that a state whose governor does not certify full compliance with DOJ's PREA Standards (34 U.S.C. 30307(e)) is subject to the loss of 5 percent of any DOJ grant funds (including JAG) that it would otherwise receive for prison purposes. Prior to December 16, 2024, a state whose governor could not certify full compliance with the PREA Standards had the option to submit an assurance that no less than 5 percent of impacted grant funds would be used by the state solely to adopt and achieve full compliance with the PREA Standards in future years. The states and territories that have submitted such a certification (or, through fiscal year 2025 an assurance) are eligible to receive a bonus amount on their annual JAG award. A reduction in a JAG award to a state due to the PREA provision will not affect the portion of the JAG award that is reserved for local jurisdictions.
  For additional information concerning PREA implementation, send inquiries to the PREA Management Office at PREACompliance@usdoj.gov and/or review the PREA FAQs.

- **Sex Offender Registration and Notification Act (SORNA):** SORNA, which is Title I of the Adam Walsh Child Protection and Safety Act of 2006, mandates a 10 percent reduction in a JAG award to a state that has failed to substantially implement SORNA. Furthermore, states that have substantially implemented SORNA have an ongoing obligation to maintain that status each year. A reduction in the JAG award is applied for each year a jurisdiction has failed to substantially implement SORNA. A reduction in a JAG award to a state under the provisions of SORNA will not affect the portion of the JAG award that is reserved for local jurisdictions. For additional information regarding SORNA implementation, including the requirements and a list of states that will be affected in FY 2024 by the 10 percent reduction to the JAG award, send an inquiry to: AskSMART@usdoj.gov. Additional SORNA guidance can be found within the SORNA FAQs.

- **Death in Custody Reporting Act (DCRA):** DCRA (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is either detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, or any state or local contract facility, or other local or state correctional facility (including any juvenile facility). State Administering Agencies are required to report DCRA data to the Bureau of Justice Assistance (BJA) on a quarterly basis.

  Annually, BJA will make a determination of compliance with DCRA reporting requirements for each state based on: (1) a BJA approved DCRA State Implementation Plan, with annual resubmission/report (See Additional Application Components for more details), (2) quarterly data submission, (3) the submission of comprehensive, complete,

and accurate DCRA reports, and (4) evidence that state programs demonstrate continuous quality improvement where gaps and challenges are identified. States will be considered compliant if they meet these criteria as detailed in the DCRA Compliance Guidelines.

A state that fails to comply with DCRA may, at the discretion of the Attorney General, be subject to not more than a 10 percent reduction of the funds that would otherwise be allocated for that fiscal year to the state under the JAG Program.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See Additional Application Components section for more details.

Statewide Strategic Plan: The JAG statute, at 34 U.S.C. § 10153 (A)(6), details requirements related to a comprehensive Statewide plan detailing how JAG grants will be used to improve the administration of the criminal justice system. See Additional Application Components section for more details.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative and Additional Application Components for more details.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for more details.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply. See the JAG FAQs for more details.

Program Goals and Objectives

Goal: Improve the administration of the criminal justice system.

Objective 1: Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

Objective 2: Assist units of local government with their criminal justice needs.

How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that State recipients of JAG funding and their subrecipients will use the funding to improve the administration of the criminal justice system.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard Post-Award Requirements and Administration.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (i.e., email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (e.g., the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (e.g., they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.

- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

See the Application Resource Guide for an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

JAG Survey

Applicants will be required to respond to JAG-specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, please click on the survey title to open.
2. When you have completed the survey, please click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh." The status of your completed survey will change to "Resolved—Completed."
5. If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
6. If you would like to change and/or update the responses to a completed survey, you may click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 20 pages.

Sections of the Proposal Narrative: Sections of the Proposal Narrative: The Proposal Narrative must include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the state intends to address with JAG funds, to include gaps in the state's needed resources for criminal justice purposes.
- Include discussion of any issues that arose in administering previous fiscal years' JAG awards and provide a strategy for how funding priorities will address these issues.

2. **Project Design and Implementation:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
   - Describe the state's process for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. Identify the stakeholders representing each statutory JAG program area who are participating in the strategic planning process.
   - Describe how JAG funds will be coordinated with state and related justice funds.
   - Provide the proposed subaward process and timeline and a description of the programs to be funded over the 4-year grant period
3. **Capabilities and Competencies:** Please include:
   - Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
   - Describe the SAA's capacity for administering the JAG award and subawards during the four year project period, to include required subrecipient monitoring.
   - Describe any additional strategic planning and coordination efforts in which the state participates with other criminal justice agencies in the state.
   - Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information." For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the Complete the Application in JustGrants: Budget training.

In addition to those instructions, State JAG applicants must include in the budget worksheet the following:

- Separate line items in the Subaward category for the VPT pass-through and less than $10,000 pass-through requirements, with budgeted totals for each matching the amounts in the FY25 state allocation. State share subawards should be listed in a separate line item. If the intent is to request a waiver to either pass-through requirement, this should be stated in the Subaward category budget narrative; funds will be withheld until the waiver request is received and approved.
- Clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- Clear designation for any cost line-items that are for DCRA compliance, to include programmatic or administrative (i.e., DCRA reporting). Administrative costs related to DCRA compliance do not count toward the JAG award 10 percent administrative limit. For more information, please refer to the JAG FAQs.

Funding Restrictions
See "Unallowable Use of Funds."

Limitation on administrative costs: Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

Prohibition of supplanting: Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Prohibited items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS): The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit Federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior

to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the BJA UAS website.

Body Armor: A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written "mandatory wear" policy in effect (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: JAG Body Armor Mandatory Wear Policy Certification. Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Body-worn Cameras (BWCs): A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: JAG – Body-Worn Camera (BWC) Policy Certification. Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Extreme Risk Protection Order Programs: An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the

5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) must be signed by a principal legal officer and submitted to BJA. See the JAG FAQs for additional information.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database: If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: https://www.justice.gov/olp/page/file/1204386/download. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Disclosure of Process Related to Executive Compensation (if applicable): This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the governor) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" found at: FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive.

- **Statewide Strategic Plan:** States must submit a current, comprehensive statewide strategic plan with their JAG application. Because states are required to update their strategic plan at least every 5 years, the strategic plan should include the dates for which the plan is active (e.g., 2024–2029).

  The statewide strategic plan should:
  - Be designed in consultation with local governments and representatives of all segments of the criminal justice system—including judges, prosecutors, law enforcement personnel, and corrections personnel—and providers of indigent defense services, victim services, juvenile justice delinquency prevention programs, community corrections, reentry services, and community-based violence intervention and prevention (CVI) programs.
  - Include details on how grants will be used to improve the administration of the criminal justice system.
  - Include a description of how the state will allocate funding within and among each of the JAG Program areas.
  - Describe the process used by the state for gathering data and developing and using evidence-based and evidence-gathering approaches in support of funding decisions.
  - Describe the barriers at the state and local levels for accessing data and implementing evidence-based approaches to preventing and reducing crime and recidivism.

  If the strategic plan is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a sufficient strategic plan is submitted.

- **Annual Report (if applicable):** An annual report is required in the years between full statewide strategic plan updates. It is intended to provide a summary update of program implementation efforts as detailed in the statewide strategic plan. It should:
  - Discuss changing circumstances in the state, if any, since the strategic plan was adopted.
  - Describe how the state plans to adjust funding within and among each of the JAG Program areas.
  - Provide an ongoing assessment of need.
  - Discuss the accomplishment of the goals identified in the strategic plan.
  - Reflect how the plan influenced funding decisions in the previous year.

  If the annual report is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a sufficient annual report is submitted.

- **DCRA State Implementation Plan or Implementation Report:** States must submit a DCRA State Implementation Plan, or an annual implementation report, with their JAG applications. The required elements in the DCRA State Implementation Plan can be found at: DCRA State Plan Implementation Guidance. In any year in which the DCRA State Implementation Plan is not updated, states must submit a brief DCRA implementation report with their applications. Approved state implementation plans submitted in prior years are available publicly on the DCRA website: https://bja.ojp.gov/program/dcra/state-implementation-plans. For years when the DCRA State Implementation Plan is updated, attach the new Plan to the JAG application. For

years when the State Implementation Plan is not updated, attach the implementation report to the JAG application.

- **Body-Worn Camera (BWC) Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for BWC but the certification is missing or insufficient, BJA will issue an award agreement but funds will be withheld until a certification is submitted.
- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See Budget Worksheet and Budget Narrative for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the JAG Prohibited Expenditure Guidance. A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the "Procedures" section, #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).
- **Certification with respect to federal taxes for awards greater than $5,000,000 (if applicable):** For JAG award recipients with awards greater than $5,000,000 only, submit a certification to OJP that the recipient has filed all federal tax returns, has not been convicted of a criminal offense, and has not been notified of any unpaid federal tax

assessment. The certification must be dated and indicate the full name and title of the signer as well as the full legal name of the recipient. A recipient that is exempt from filing federal taxes must advise OJP that it is not subject to any legal requirement.

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

   - A description of the technical difficulties experienced (provide screenshots if applicable).
   - A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.



APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the JAG Allocations; and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the OJP Grant Application Resource Guide for information on the application review process for formula grants.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the "Application Review" section. For additional information on the application review process, see the Application Resource Guide.



AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual performance reports in JustGrants. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws

that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the "Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.



OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula

This application checklist has been created as an aid in developing an application. For more information, reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Access the funding opportunity and application package (see Step 7 under "reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the OJP Response Center at 800-851-3420, 202-353-5556, or OJP.ResponseCenter@usdoj.gov or the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
  - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service

Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

BUREAU OF JUSTICE ASSISTANCE

FACT SHEET

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Program Overview

The Edward Byrne Memorial Justice Assistance Grant Program is a formula grant program which serves as the leading source of federal justice funding to state and local jurisdictions. It was named after Edward "Eddie" R. Byrne, an officer in the New York City Police Department who was murdered while protecting a witness in a drug case. The JAG Program provides states, tribes and local governments with critical funding necessary to support personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings:

- Law enforcement;
- Prosecution and courts;
- Prevention and education;
- Corrections and community corrections programs;
- Drug treatment and enforcement programs;
- Planning, evaluation, and technology improvement;
- Crime victim and witness programs (other than compensation);
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams;
- Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts and extreme risk protection order programs;
- Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety;
- Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Also see Purposes for Which Funds Awarded Under the JAG Program May Be Used for more information.

Legislation

The JAG Program is authorized by Title I of Public Law 90–351 (generally codified at 34 U.S.C. 10101-10755), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Funding and Awards

Since fiscal year (FY) 2005, BJA has funded nearly 26,000 direct JAG awards, totaling over $8.2 billion. Award information can be found at Opportunities & Awards | OJP Award Data | Office of Justice Programs.

Formula

For each state, territory and the District of Columbia, the Bureau of Justice Statistics calculates a minimum base allocation which, based on the statutorily mandated JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics as reported by the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) Program. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. For additional details regarding the JAG formula and award calculation process, with examples, please review the JAG Technical Report.

Eligibility and Program Guidance

All 56 states, territories, and the District of Columbia are eligible as well as units of local government and tribes identified annually in the JAG allocation charts.[1] BJA posts the annual JAG Program Notices of Funding Opportunity (NOFOs) and allocation charts along with the JAG Frequently Asked Questions (FAQs) that are updated regularly.

How/When to Apply

BJA issues separate NOFOs for state and local JAG awards every year, generally in the spring or summer. All JAG applications must be submitted via Grants.gov and the Department of Justice's (DOJ's) Justice Grants (JustGrants) System.

Award Length

JAG awards typically begin the first day of the fiscal year (October 1). Awards of $25,000 or more have four year periods of performance and awards that are less than $25,000 have 2 year periods of performance. Project period extensions for JAG awards can be requested consistent with guidance in the DOJ Grants Financial Guide, Section 3.2; extension requests for awards with 2 year project periods will be approved automatically up to 4-years.

Match Requirement

A match is not required.

Reporting Requirements

JAG recipients are required to submit quarterly performance measures in the Performance Measurement Tool (PMT), semi-annual (awards $25,000 or more) or annual (awards less than $25,000) performance reports in JustGrants, and quarterly Federal Financial Reports (SF-425s) in JustGrants. Detailed reporting information can be found in the JAG FAQs.

Statewide Strategic Plans

States are required to submit a comprehensive strategic plan with their applications. Additionally, in any year in which the statewide strategic plan is not fully updated, states must also submit a brief annual report with their applications.

To help ensure that states consider the impact of JAG funding decisions across the entire criminal justice system, BJA strongly encourages each state to bring all criminal justice system stakeholders together in the strategic planning process. The strategic planning process should include local governments and representatives of all segments of the criminal justice system, including judges, prosecutors, law enforcement personnel, and corrections personnel, as well as providers of indigent defense services, victim services, juvenile justice delinquency prevention programs, community corrections, and reentry services.

State Reductions/Penalties

The Sex Offender Registration and Notification Act, which is Title I of the Adam Walsh Child Protection and Safety Act of 2006, mandates a 10 percent reduction in a JAG award to a state that has failed to substantially implement SORNA. Further, states that have substantially implemented SORNA have an ongoing obligation to maintain their implementation each year. A JAG reduction will be applied for each year a jurisdiction has failed to substantially implement SORNA.

[1] States must designate a single State Administering Agency (SAA) that has authority to apply on their behalf. Contact information for each SAA can be found at www.ojp.gov/saa.

For additional information regarding SORNA implementation, including requirements and a list of states that will be affected in the current fiscal year by the 10 percent reduction to the JAG award, send inquiries to AskSMART@usdoj.gov. Additional SORNA guidance can be found within the SORNA FAQs.

The Prison Rape Elimination Act National Standards are set out at 28 C.F.R. Part 115 and apply to confinement facilities including adult prisons and jails, juvenile facilities, and police lockups. Under PREA, if a state's chief executive (e.g., Governor) does not certify full compliance with the PREA National Standards, the state is subject to the loss of 5 percent of certain DOJ grant funds, including JAG award funds. See 34 U.S.C. § 30307(e)(2). For additional information concerning PREA implementation, send inquiries to the PREA Management Office at PREACompliance@usdoj.gov and/or review the PREA FAQs.

National Incident-Based Reporting System Compliance

Agencies reporting crime data to the FBI's UCR Program, whether they are reporting via the Summary Reporting System or the National Incident-Based Reporting System, are eligible for JAG funding.

By statute, BJA JAG awards are calculated using violent crime data from the FBI's UCR Program, which consists of SRS and NIBRS. Beginning in 2021, NIBRS became the national standard for law enforcement reported crime data. However, not all law enforcement agencies were able to make the transition by the January 2021 deadline, leading to a gap in crime data coverage. In 2022, the FBI began accepting SRS crime data again to provide a more complete picture of crime while agencies continue to transition to NIBRS. In accordance with the statute, BJS calculates the JAG awards using the data reported to the UCR program, which includes both SRS data and NIBRS data. For agencies submitting NIBRS data, all of the offenses submitted in an incident are used to calculate the violent crime count for that jurisdiction. For agencies submitting SRS data, only the most serious offense in an incident, as determined by the hierarchy rule, is used to calculate the violent crime count for that jurisdiction.[1]

By statute, the JAG formula allocations are based on part 1 violent crimes, which includes murder and nonnegligent manslaughter, rape, robbery, aggravated assault, and, as defined in the statute, human trafficking. At the state level, funding allocations are determined by "the average annual number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)) and the state's population, as reported by the U.S. Census Bureau. At the local level, funding eligibility and allocations are determined by "the average annual number of part 1 violent crimes reported by such unit to the FBI for the 3 most recent calendar years for which such data is available bears to the number of part 1 violent crimes reported by all units of local government in the State in which the unit is located to the Federal Bureau of Investigation for such years" (34 U.S.C. 10156(d)(2)(A)).

For more information on NIBRS, please see: National Incident-Based Reporting System (NIBRS) | Bureau of Justice Statistics. For more information on how BJS calculates JAG allocations, please see the JAG technical reports.

Death in Custody Reporting Act Compliance

In FY 2019, BJA began requiring reporting from states pursuant to the Death in Custody Reporting Act (DCRA; Public Law 113–242). DCRA requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). All DCRA data are reported in the PMT. Beginning with FY 2023 awards, states must submit a DCRA state implementation plan with their applications, which includes its plan for collecting and reporting DCRA program data. The required elements in the DCRA state implementation plan can be found at: DCRA State Implementation Plan Guidance. Additionally, in any year in which the DCRA state implementation plan is not updated,

[1] See the glossary on the FBI's Crime Data Explorer for the definition of the hierarchy rule.

states must submit a brief annual DCRA implementation update with their applications. Additional information on DCRA reporting can be found on the DCRA web page and in the DCRA Reporting Guidance and FAQs. A state that fails to comply may, at the discretion of the Attorney General, be subject to not more than a 10 percent reduction of the funds that would otherwise be allocated for that fiscal year to the state under the JAG program.

BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

ABOUT BJA

BJA helps America's state, local and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and X (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 311695

2025 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1)Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2)Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	$16,462	
FL	GAINESVILLE City	Municipal	$102,700	$119,162
FL	BROWARD County	County	$30,851	
FL	CORAL SPRINGS City	Municipal	$14,734	
FL	DANIA BEACH City	Municipal	$19,886	
FL	DAVIE City	Municipal	$24,725	
FL	DEERFIELD BEACH City	Municipal	$30,317	
FL	FORT LAUDERDALE City	Municipal	$102,480	
FL	HALLANDALE BEACH City	Municipal	$18,693	
FL	HOLLYWOOD City	Municipal	$42,757	
FL	LAUDERDALE LAKES City	Municipal	$28,809	
FL	LAUDERHILL City	Municipal	$55,104	
FL	MIRAMAR City	Municipal	$22,651	
FL	NORTH LAUDERDALE City	Municipal	$20,986	
FL	OAKLAND PARK City	Municipal	$26,044	
FL	PEMBROKE PINES City	Municipal	$27,583	
FL	PLANTATION City	Municipal	$21,866	
FL	POMPANO BEACH City	Municipal	$82,091	
FL	SUNRISE City	Municipal	$17,970	
FL	TAMARAC City	Municipal	$16,902	$604,449
FL	LEON County	County	$30,191	
FL	TALLAHASSEE City	Municipal	$98,239	$128,430
FL	PINELLAS County	County	$36,600	
FL	ST PETERSBURG City	Municipal	$154,348	$190,948
FL	ALTAMONTE SPRINGS City	Municipal	$14,671	
FL	APOPKA City	Municipal	$25,259	
FL	BAY County	County	$28,714	
FL	BELLE GLADE City	Municipal	$18,598	
FL	BOCA RATON City	Municipal	$17,279	
FL	BOYNTON BEACH City	Municipal	$28,243	
FL	BRADENTON City	Municipal	$28,872	
FL	BREVARD County	County	$48,444	
FL	CAPE CORAL City	Municipal	$27,866	
FL	CHARLOTTE County	County	$19,855	
FL	CITRUS County	County	$34,181	
FL	CLAY County	County	$45,082	
FL	CLEARWATER City	Municipal	$41,407	

FL	COCOA City	Municipal	$18,159	
FL	COLLIER County	County	$68,959	
FL	COLUMBIA County	County	$17,185	
FL	DAYTONA BEACH City	Municipal	$70,215	
FL	DE LAND City	Municipal	$16,933	
FL	DE SOTO County	County	$10,524	
FL	DELRAY BEACH City	Municipal	$36,003	
FL	DORAL City	Municipal	$11,090	
FL	ESCAMBIA County	County	$140,556	
FL	FLAGLER County	County	$21,237	
FL	FLORIDA CITY City	Municipal	$27,552	
FL	FORT MYERS City	Municipal	$48,224	
FL	FORT PIERCE City	Municipal	$24,473	
FL	GREENACRES City	Municipal	$11,970	
FL	HERNANDO County	County	$42,098	
FL	HIALEAH City	Municipal	$46,590	
FL	HIGHLANDS County	County	$19,981	
FL	HILLSBOROUGH County	County	$172,129	
FL	HOMESTEAD City	Municipal	$64,309	
FL	INDIAN RIVER County	County	$11,907	
FL	JACKSON County	County	$10,430	
FL	JACKSONVILLE BEACH City	Municipal	$12,095	
FL	JACKSONVILLE City	Municipal	$555,784	
FL	JUPITER City	Municipal	$10,462	
FL	KEY WEST City	Municipal	$10,116	
FL	KISSIMMEE City	Municipal	$31,825	
FL	LAKE CITY City	Municipal	$15,771	
FL	LAKE County	County	$44,642	
FL	LAKE WORTH BEACH City	Municipal	$33,427	
FL	LAKELAND City	Municipal	$35,029	
FL	LARGO City	Municipal	$28,463	
FL	LEE County	County	$129,592	
FL	LEESBURG City	Municipal	$13,729	
FL	MANATEE County	County	$131,226	
FL	MARION County	County	$72,320	
FL	MARTIN County	County	$21,112	
FL	MELBOURNE City	Municipal	$60,853	
FL	MIAMI BEACH City	Municipal	$74,425	
FL	MIAMI City	Municipal	$243,381	
FL	MIAMI GARDENS City	Municipal	$76,624	
FL	MIAMI-DADE County	County	$444,854	
FL	MONROE County	County	$16,494	
FL	NASSAU County	County	$13,635	
FL	NEW PORT RICHEY City	Municipal	$11,624	
FL	NORTH MIAMI BEACH City	Municipal	$27,489	
FL	NORTH MIAMI City	Municipal	$44,800	
FL	OCALA City	Municipal	$36,883	
FL	OCOEE City	Municipal	$14,106	
FL	OKALOOSA County	County	$48,318	
FL	OKEECHOBEE County	County	$13,195	
FL	OPA-LOCKA City	Municipal	$32,641	
FL	ORANGE County	County	$445,105	
FL	ORLANDO City	Municipal	$228,647	
FL	ORMOND BEACH City	Municipal	$11,718	
FL	OSCEOLA County	County	$66,477	
FL	PALM BAY City	Municipal	$36,977	
FL	PALM BEACH County	County	$134,210	
FL	PALM SPRINGS City	Municipal	$18,064	

FL	PANAMA CITY BEACH City	Municipal	$11,750	
FL	PANAMA CITY City	Municipal	$25,290	
FL	PASCO County	County	$137,509	
FL	PENSACOLA City	Municipal	$17,876	
FL	PINELLAS PARK City	Municipal	$14,860	
FL	PLANT CITY City	Municipal	$18,064	
FL	POLK County	County	$128,367	
FL	PORT ST LUCIE City	Municipal	$24,316	
FL	RIVIERA BEACH City	Municipal	$36,034	
FL	SANFORD City	Municipal	$39,616	
FL	SANTA ROSA County	County	$21,583	
FL	SARASOTA City	Municipal	$32,453	
FL	SARASOTA County	County	$36,726	
FL	SEMINOLE County	County	$37,480	
FL	ST CLOUD City	Municipal	$11,341	
FL	ST LUCIE County	County	$32,233	
FL	SUMTER County	County	$12,409	
FL	SUWANNEE County	County	$13,101	
FL	TAMPA City	Municipal	$178,224	
FL	TITUSVILLE City	Municipal	$21,646	
FL	VOLUSIA County	County	$61,576	
FL	WEST PALM BEACH City	Municipal	$84,415	
FL	WINTER GARDEN City	Municipal	$15,363	
FL	WINTER HAVEN City	Municipal	$16,682	
	Local total		$6,567,011	

ITEM 7.M
Declaration of Restrictive Covenants for the Mosaic Development for the Florida Department of Environmental Protection

Request

Request authorization for the Mayor to sign the Declaration of Restrictive Covenants for the Mosaic Development on Lakeview Avenue.

Explanation

Declarations of Recorded Covenants (DRC) are used by the Florida Department of Environmental Protection (FDEP) in closing sites that have either remaining soil or groundwater contamination. This DRC memorializes certain preexisting requirements and, if a new owner pulls the title on the property, puts them on notice that they must also adhere to the requirements in the DRC.

Due to remaining groundwater contamination, the DRC requires the following:

1. Any new groundwater wells inside the area with remaining groundwater contamination must be pre-approved by FDEP.
2. Any de-watering done in the area with remaining groundwater contamination must be conducted in accordance with a plan that is sealed and signed by a Florida-registered professional engineer that demonstrates the de-watering activities will not cause migration of the contamination.
3. Any stormwater features constructed in the area with remaining groundwater contamination must be constructed in accordance with a plan that is sealed and signed by a Florida-registered professional engineer that demonstrates the newly constructed stormwater features will not cause migration of the contamination.

In sum, DRCs notify any future owner of a site of the existing contamination and the requirements that must be followed in such instances. The requirements are essentially FDEP approval of groundwater wells, de-watering plans, and stormwater plans.

The FDEP Facility Identification Number for the Property is ERIC_12938. The facility name at the time of this declaration is the Former Hansel Power Plant Proposed Lake Toho Apartments (now Mosaic) reported to the FDEP on February 8, 2019.

Recommendation

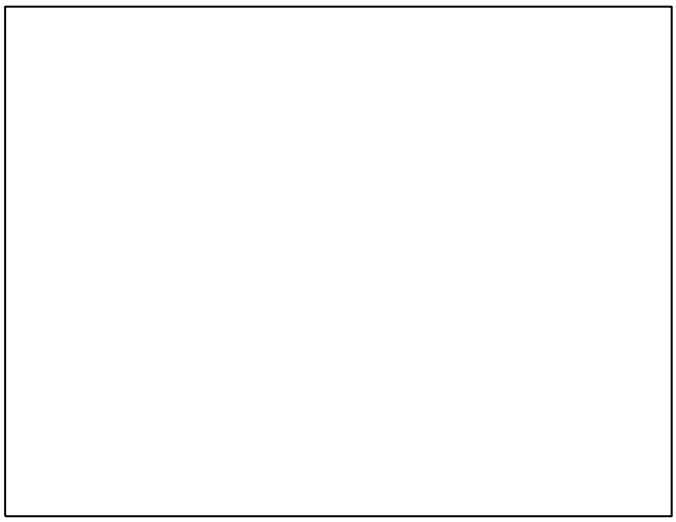
Authorize the Mayor to sign the Declaration of Restrictive Covenants for the Mosaic Development on Lakeview Avenue.

REQUESTED CITY COMMISSION ACTION:

Execute

Department: Development Services
Presenter: Craig Holland

Attachment(s):
1. (S) For Submission - Lakeview Drive - Final DRC, 1



This instrument prepared by:
Cannon L. Hearne, Esq.
Mechanik Nuccio Hearne & Wester P.A
3225 S. MacDill Avenue #317
Tampa, Florida 33629

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by the City of Kissimmee, a Florida municipal corporation (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "DEP"). This Declaration, made pursuant to either Chapter 376 or 403, Florida Statutes (F.S.), is neither extinguished nor affected by the Marketable Record Title Act in accordance with section 712.03, F.S.

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Osceola, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

B. The DEP Facility Identification Number for the Property is ERIC_12938. The facility name at the time of this Declaration is the Former Hansel Power Plant Proposed Lake Toho Apartments. This Declaration addresses the discharge that was reported to the DEP on February 8, 2019.

C. The discharge of Polycyclic Aromatic Hydrocarbons, lead, and arsenic on the Property is documented in the following reports that are incorporated by reference:

1. Interim Source Removal Report dated July 29, 2020 submitted by Terracon;
2. Source Removal Report dated September 17, 2020 submitted by Ardaman & Associates; and
3. Post Active Remediation Monitoring Report dated December 12, 2024 submitted by Ardaman & Associates.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Property. These reports confirm that groundwater contamination as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater is not migrating.

E. It is GRANTOR's and DEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. DEP has agreed to issue a Conditional Site Rehabilitation Completion Order (hereinafter "Order") upon recordation of the last recorded of the four Declarations required to be recorded, one of which is this Declaration, and each of which is related to the contaminated Site identified as DEP Facility No. ERIC_12938. DEP can unilaterally revoke the Order if the conditions of the Order or of this Declaration or the other three related Declarations are not met. Additionally, if concentrations of PAHs, lead, or arsenic increase above the levels in the Order, or if a subsequent discharge occurs at this Property or any of the other four Restricted Properties defined in each of the four related Declarations, DEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable DEP rules. The Order relating to DEP Facility No. ERIC_12938, can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce DEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Property the following restrictions and requirements:

a. Groundwater Use. There are restrictions on use of the groundwater under the Property. Any monitoring wells installed on the Property shall be pre-approved in

writing by DEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

For any other groundwater wells to be installed on the Property, a plan signed and sealed by a Florida-registered professional engineer or Florida- registered professional geologist to address and ensure there will be no exposure to contaminated groundwater must be submitted to the DEP's DWM. The plan must include the well location, drilling method, casing depth, total depth, proposed maximum daily flow rate and volume, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the proposed groundwater extraction will not cause the spread or migration of contaminated groundwater and that receptors will not be exposed as a result of contaminant migration. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media encountered during installation. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. A revised exhibit must be amended to the Declaration and recorded when any groundwater well is altered, modified, expanded, or constructed. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the installation of groundwater wells at the Property must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration and certified plan to construct new or modify existing groundwater wells to ensure that there is no exposure to contaminated groundwater entering into new or expanded groundwater wells resulting in risk to human health, public safety or the environment due to the contaminated site.

Construction of groundwater wells on the Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct groundwater wells on the Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62- 780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the proper abandonment of the wells and the resumption of site rehabilitation activities if any such groundwater wells are constructed or commenced without submittal of a certified plan.

b. Dewatering. For any dewatering activities on the Property, a plan signed and sealed by a Florida-registered professional engineer or Florida- registered professional geologist to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated must be submitted to DEP's DWM. The plan must include the location(s) of the

dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rates, duration, volume, estimated drawdown, (based upon design calculations), a technical evaluation demonstrating that the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment and handling of any contaminated groundwater that may be encountered during dewatering. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration, Rule 62-621.300, F.A.C., and the guidance incorporated therein, and the signed and sealed dewatering plan as the institutional controls to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. For this reason, if GRANTOR seeks to conduct dewatering on the Property, GRANTOR shall submit the signed and sealed plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. The dewatering plan must ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of a signed and sealed plan.

c. Stormwater Features.

There are no stormwater swales, stormwater detention or retention facilities, or ditches on the Property. If stormwater features must be constructed, modified, altered or expanded, a plan signed and sealed by a Florida-registered professional engineer, or a Florida-registered professional geologist must be submitted to DEP's DWM in addition to any authorizations required by the DWRM and the WMD. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this

restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. A revised exhibit must be amended to the Declaration and recorded when any stormwater feature is altered, modified, expanded, or constructed. DEP will rely on this Declaration and certified plan to construct new or modify existing stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention features, or ditches on the Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct stormwater features on the Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Conditional Site Rehabilitation Completion Order and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of a certified plan.

3. All references to "GRANTOR" and "DEP" shall also mean and refer to their respective legal representatives, successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, DEP is hereby granted a right of entry upon, over and through, and access to the Property at reasonable times and with reasonable notice to GRANTOR. Access to the Property is provided via an immediately adjacent public right-of-way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and DEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. DEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of DEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of DEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and DEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is

substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify DEP in writing within three (3) calendar days.

6. In order to provide notice and preserve these restrictions, GRANTOR shall record this Declaration in the official records of the county where the Property is located. The GRANTOR shall also make specific reference to this Declaration in the legal description of the Property in any subsequent lease or deed of conveyance by specifically referencing the official records book and page of record or instrument number of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a release is executed by the DEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from DEP to remove or amend any requirement herein, cleanup target levels established pursuant to Florida Statutes and DEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and DEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictions described in this Declaration.

---The remainder of this page is intentionally left blank.---

IN WITNESS WHEREOF, The City of Kissimmee, a Florida municipal corporation has executed this instrument, this _____day of _____, 20____.

GRANTOR

The City of Kissimmee, Florida

_____
Jackie Espinosa
Mayor of the City of Kissimmee
101 Church Street, 5th Floor
Kissimmee, Florida 34741

Signed, sealed and delivered in the presence of:

Witness: _____Date: _____
Print Name: _____
Mailing Address: _____
_____

Witness: _____Date: _____
Print Name: _____
Mailing Address: _____
_____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 ____, by {{either _____[if individual capacity] [OR] by _____as _____for _____[If representative capacity]}}.

Personally Known _____OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No. _____
Commission Expires _____

Approved as to form by the Florida Department of Environmental Protection,
Office of General Counsel _____

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____day of _____, 20____.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

_____

Aaron Watkins
Director, Central District
3319 Maguire Boulevard, Ste 232
Orlando, Florida 32803

Signed, sealed and delivered in the presence of:

Witness: _____Date: _____
Print Name: _____
Mailing Address: _____
_____

Witness: _____Date: _____
Print Name: _____
Mailing Address: _____
_____
{{Department Staff should provide their District or Division Office address as their mailing address}}

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 ____, by _____as representative for the Florida Department of Environmental Protection.

Personally Known _____OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No. _____
Commission Expires _____

Exhibit A

Legal Description of the Property

SKETCH OF DESCRIPTION

Exhibit A
Page 1 of 2

LEGAL DESCRIPTION:

A parcel of land being a portion of Lakeview Drive, LAKEFRONT PARK, according to the plat thereof, as recorded in Plat Book 28, Pages 145 and 146 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Easterly most corner of Tract A, LAKEFRONT PARK, according to the plat thereof, as recorded in Plat Book 28, Pages 145 and 146 of the Public Records of Osceola County, Florida; thence S33°17'47"W, along the Easterly line of said Tract A, also the Westerly Right of Way line of Lakeview Drive, a distance of 116.71 feet to the Point of Beginning; thence departing said Easterly line, run S20°53'54"E, a distance of 93.30 feet to a point on the Easterly Right of Way line of Lakeview Drive, also the Westerly line of Tract E, LAKEFRONT PARK; thence the following two (2) courses and distances along said line: thence S33°17'47"W, a distance of 87.00 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 640.00 feet and a Central Angle of 15°37'52"; thence run Southwesterly along the Arc of said curve, a distance of 174.60 feet (Chord Bearing = S41°06'43"W, Chord = 174.06 feet) to a Point of Non Tangency; thence departing said line, run N70°25'28"W, a distance of 88.74 feet to the Easterly line of said Tract A, also the Westerly Right of Way line of Lakeview Drive, said point also being a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 564.33 feet and a Central Angle of 20°03'06"; thence the following two (2) courses and distances along said line: thence run Northeasterly along the arc of said curve, a distance of 197.50 feet (Chord Bearing = N43°19'20"E, Chord = 196.49 feet) to a Point of Tangency; thence N33°17'47"E, a distance of 141.58 feet to the Point of Beginning.

Containing 22,712 square feet or 0.52 acres, more or less.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	640.00'	15°37'52"	174.60'	S41°06'43"W	174.06'
C2	564.33'	20°03'06"	197.50'	N43°19'20"E	196.49'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°53'54"E	93.30'
L2	S33°17'47"W	87.00'
L3	N70°25'28"W	88.74'
L4	N33°17'47"E	141.58'

NOTES:
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: CITY OF KISSIMMEE

DATE OF SKETCH: 5/19/2025	REVISIONS:
SCALE: 1" = 100'	REVISED TO AREA FOR INSTITUTIONAL CONTROL RESTRICTION 9/26/2025
SECTIONS 22 & 27, TWP. 25 S, RNG. 29 E	REVISED TO ADD STATE PLANE COORDINATES 12/1/2025
CAD FILE: S-L LAKEVIEW DR GW REST	
JOB NO.: 25-243 DRAWN BY: ELW	10 of 11

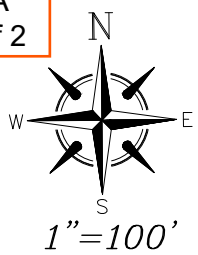
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, No. 5700, STATE OF FLORIDA, REGISTERED SURVEYOR & MAPPER

12/02/2025
RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

Exhibit A
Page 2 of 2



1"=100'

JOHNSON & PREVATTS
PLAT BOOK A, PAGE 39

BLOCK 17

BRYAN STREET

SOUTH FLORIDA RAILROAD COMPANY'S SURVEY OF KISSIMMEE CITY
PLAT BOOK A, PAGE 39

BLOCK 17

(FORMERLY CSX RAILROAD)
SUNRAIL RAILROAD
PER ORB 4196, PAGE 712

EASTERLY RIGHT OF WAY LINE RAILROAD & WESTERLY LINE OF TRACT A

RUBY AVENUE
68.00' RIGHT OF WAY

POINT OF COMMENCEMENT
EASTERLY MOST CORNER OF TRACT A, LAKEFRONT PARK, PLAT BOOK 28, PAGES 145–146

S33°17'47"W
116.71'

LOT 4
OSCEOLA COUNTY COURTHOUSE
PLAT BOOK 13, PAGES 187

EAST LINE SEC. 21, TWP. 25 S., RNG. 29 E.
WEST LINE SEC. 22, TWP. 25 S., RNG. 29 E.

TRACT A
LAKEFRONT PARK
PLAT BOOK 28, PAGES 145–146

POINT OF BEGINNING
N: 1438415.61
E: 525351.74

L1

N: 1438328.45
E: 525385.02

L2

PC
N: 1438255.73
E: 525337.26

C1

WESTERLY LINE OF TRACT E & EASTERLY RIGHT OF WAY LINE

NT
N: 1438124.59
E: 525222.81

L3

NT
N: 1438154.32
E: 525139.20

C2

EASTERLY LINE OF TRACT A & WESTERLY RIGHT OF WAY LINE

PT
N: 1438297.27
E: 525274.02

L4

LAKEVIEW DRIVE
RIGHT OF WAY WIDTH VARIES

21 22 28 27

SOUTH LINE SEC. 21, TWP. 25 S., RNG. 29 E.
NORTH LINE SEC. 28, TWP. 25 S., RNG. 29 E.

SOUTH LINE SEC. 22, TWP. 25 S., RNG. 29 E.
NORTH LINE SEC. 27, TWP. 25 S., RNG. 29 E.

TRACT A
LAKEFRONT PARK
PLAT BOOK 28, PAGES 145–146

EAST LINE SEC. 28, TWP. 25 S., RNG. 29 E.
WEST LINE SEC. 27, TWP. 25 S., RNG. 29 E.

TRACT B-1

TRACT C

TRACT E
LAKEFRONT PARK
PLAT BOOK 28, PAGES 145–146

TRACT A
LAKEFRONT PARK
PLAT BOOK 28, PAGES 145–146

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 2 OF 2

ITEM 7.N
Resolution Establishing the Qualifying Period for the City's General Election

Request

Adoption of a resolution establishing the qualifying period for the August 18, 2026 City General Election.

Explanation

Each election year, the City Commission adopts a resolution proclaiming the upcoming City Election, announcing the Commission seats to be placed on the election ballot, and establishing the date of the qualifying period. The City General Election will be held on August 18, 2026. The qualifying period, set by the State of Florida Division of Elections, is Noon, June 8, 2026, through Noon, June 12, 2026. City Commission Seat No 2. and City Commission Seat No. 4 will be placed on the August 18, 2026, election ballot.

If no candidate for a particular seat receives a majority of the votes cast in the August 18, 2026, election, a run-off election between the top two finishers will be held on November 3, 2026. Following the approval of the resolution, a copy will be published by the City Clerk in a local newspaper in both English and Spanish to ensure public awareness.

Recommendation

Adoption of the attached Resolution.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager
Presenter:

Attachment(s):
1. (S) - Resolution- Providing for the Method and Time of Qualification of Candidates (ENG) (Seat 2 and 4)

RESOLUTION NO. _____

PROVIDING FOR THE METHOD AND TIME OF QUALIFICATION OF CANDIDATES

WHEREAS, under the Charter and the Ordinance of the City of Kissimmee, a General Municipal Election will be held in the City of Kissimmee on the 18th day of August 2026; and

WHEREAS, it will be necessary for City Commission Seat No. 2 and City Commission Seat No. 4 to be elected by the qualified electors of the City of Kissimmee in said General Municipal Election; and

THEREFORE, BE IT RESOLVED, that each candidate for the Office of City Commissioner shall qualify separately for the office he/she is a candidate, as now provided by Article II, Chapter 2, Section 7 of the Kissimmee Charter. Candidates must be qualified to vote in said election, shall have been a resident of the City for twelve (12) months immediately prior to registering for the particular office, and shall be filed with the City Clerk's Office between 12:00 p.m. on June 8, 2026, and 12:00 p.m. on June 12, 2026. Names of all candidates for the said office shall be printed on the official ballot who have been qualified and paid the election assessment fee required in F.S. § 99.093. If necessary, a run-off will be held in the City of Kissimmee on November 3, 2026.

RESOLVED FURTHER, that this Resolution shall take effect immediately upon its passage by the City Commission, City of Kissimmee, Florida.

Duly adopted this _____ day of _____, 2026.

CITY OF KISSIMMEE

_____
MAYOR-COMMISSIONER

ATTEST

_____
CITY CLERK

ITEM 8.A
Request of Travel Funding

Request

Vice-Mayor Angela Eady is requesting approval to authorize funding for official travel to attend the 2026 Florida Black Caucus of Elected Officials (FBC-LEO) Annual conference, taking place April 15-17, 2026, at the Embassy Suites by Hilton U.S. F Busch Gardens in Tampa, FL.

Explanation

Vice-Mayor Angela Eady received the official announcement from Jeff Branch, regarding the upcoming FBC-LEO Annual Conference, scheduled April 15-17, 2026. This conference brings together local elected officials from across the state for workshops, keynote sessions, and professional development opportunities designed to strengthen effective governance and informed decision-making. Attendance will directly benefit the City by ensuring Vice-Mayor Eady remains actively engaged with statewide initiatives, legislative priorities, and best practices that support strong municipal leadership.

Under the Commission Travel Policy, Commission authorization is required for any travel not specified in the Commission's line item budget. The registration fee for the conference is $325.00, and the estimated hotel cost at the Embassy Suites by Hilton Tampa U.S.F Busch Gardens is approximately $420.00 for the duration of the stay. Additional meal expenses will also be incurred as part of the travel.

Recommendation

Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. FBC LEO Annual Conference 04.15_04.17 Angela Eady
2. Registration cost
3. Hilton 04.15_04.17.26

Registration is OPEN!

The Florida Black Caucus of Local Elected Officials (FBC-LEO) will be April 15 - 17, 2026, at the Embassy Suites by Hilton U.S.F. Busch Gardens in Tampa, FL.

Questions regarding conference registration may be directed to Lily Etemadi. FBC-LEO membership questions may be directed to staff or by visiting www.fbcleo.org.

Conference registration for member and nonmember is defined as any elected government official or any government employee. The non-government rate applies to individuals who are not elected government officials or government employees.

2026 FBC-LEO Annual Conference Agenda (subject to change)

Wednesday, April 15, 2026

5:30 p.m. - 6:30 p.m. FBC-LEO Board Meeting

6:30 p.m. - 8:00 p.m. Welcome Reception

Thursday, April 16, 2026

8:00 a.m. - 5:00 p.m. **Registration Desk Open**

9:00 a.m. - 9:15 a.m. **New Member/ First Time Attendee Session**

9:30 a.m. - 10:30 a.m. **Welcome and Business Meeting**

10:45 a.m. - 11:45 a.m. **Opening Keynote Address and Program**

12:00 p.m. - 1:15 p.m.	**Networking Luncheon**
1:30 p.m. - 4:45 p.m.	**Afternoon Sessions**
6:30 p.m. - 9:30 p.m.	**President's Dinner**

Friday, April 17, 2026

8:00 a.m. - 11:00 a.m.	**Registration Desk Open**
9:00 a.m. - 11:00 a.m.	**Closing Program**
11:00 a.m.	**Conference Adjourns**

When 4/15/2026 9:00 AM - 4/17/2026 11:00 AM
Eastern Daylight Time

Where Embassy Suites Tampa U.S.F. Busch Gardens
3705 Spectrum Blvd.
Tampa, FL 33612

Program

Thursday, 16 April 2026

Extra Dinner Ticket

NOTE: Purchase this ticket ONLY if you need a ticket for a non-registered guest or if you will be attending the dinner only (not registered for the conference).

Category
Guest Options

Time

6:30 PM - 10:00 PM

4/16/2026 6:30 PM

Statement of Accessibility

The Florida Black Caucus of Local Elected Officials is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our Accessibility Feedback Form. We will make reasonable efforts to accommodate all needs.

© Florida Black Caucus of Local Elected Officials, Inc.

Sign out 1

Shopping Cart

Items

	Item	Quantity	Price	Total	
	2026 FBC-LEO Annual Conference - Angela Eady	1	325.00	325.00	Remove

Update

Cart Charges

Item total	325.00
TRANSACTION GRAND TOTAL	**325.00**

Promotional code Apply

Payment Details

Payment amount

325.00

Payment method

AMEX

Name on card

Minerva Vazquez

Card

Card number MM/YY CSC Postal code

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Billing address

101 Church St

Kissimmee, FL 34741-5054

Choose another address

Submit Order

Statement of Accessibility

The Florida Black Caucus of Local Elected Officials is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our Accessibility Feedback Form. We will make reasonable efforts to accommodate all needs.

© Florida Black Caucus of Local Elected Officials, Inc.

You're all set, Angela!

Confirmation number: 91339753

We sent the details to m••••z@kissimmee.gov.

Hotel Information

Embassy Suites by Hilton Tampa USF Near Busch Gardens

3705 Spectrum Boulevard
Tampa, Florida 33612 USA
+1 813-977-7066

Stay Information

15 APR WED – **17** APR FRI

Check-in: 4 pm
Check-out: 11 am

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out.

1 room for 1 adult

2Db Basic-non Smoking - State Government

Total room charge	$420.00
Total taxes	$56.70
Total for stay:	**$476.70**

Payment VISA 2527 May 2026

Guest information

Angela Eady

Hilton Honors#:

Guarantee policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation policy

Free cancellation before 11:59 PM local hotel time on 14 Apr 2026.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Optional services for an additional charge

Self parking

$13.00 / night

Pets

Pets allowed, $75.00 non-refundable fee, $75(1-4n),$125(5+n)2petsMax,dog/cat only