



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 21, 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 Proclamation - Denim Day
 - 3.B Proclamation - 75th National Day of Prayer 2026
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing – Second and Final 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

- 4.B Public Hearing - First Reading - Proposed Ordinance # 26-14 Amending the City Charter, Section 6: Compensation of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE

- 5. PUBLIC HEARINGS**
- 6. HEAR AUDIENCE**
- 7. CONSENT AGENDA**

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

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 April 7, 2026, Meeting and April 14, 2026 Workshop
 - 7.B Amendment No. 1 to Task Order No. 3 for Professional Service Agreement with AVCON, Inc.

7.C Resolution Amending the City's Qualification Procedures

7.D Resolution to Accept Grant Funding Amendment No. 1 from Florida Department of Transportation for Taxiway Delta Environment Assessment

7.E Award of Florida Digital Services Technology Grant

7.F Playground Safety Surface at Kissimmee Lakefront Park

7.G Disposal of City Assets

7.H Emergency ADA Repairs – Mill Slough Pedestrian Bridges and Ruby Plaza Dock

8. DISCUSSION ITEMS

8.A Interim City Attorney Employment Contract

8.B Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

8.C Commission Action on Sworn Complaint Against Commissioner Janette Martinez

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation - Denim Day

Request

Proclamation presentation to Lui Damiani, Executive Director of Victim Service Center of Central Florida, in recognition of National Sexual Assault Awareness Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Denim Day

Proclamation



DENIM DAY

WHEREAS, the month of April is national Sexual Assault Awareness Month calling attention to the fact that sexual assault and harassment is widespread and harms our community; and

WHEREAS, the shocking reality is that 1-in-5 women, and 1-in-31 men, will be sexually assaulted during their lifetime; and

WHEREAS, the Denim Day movement started in 1999 as a grass-roots protest against an absurd controversial Italian Supreme Court decision, in which a sexual assault conviction was overturned because the victim was wearing tight jeans at the time of her attack; and

WHEREAS, Denim Day is the longest running sexual violence prevention and education campaign in history which seeks to rid the world of erroneous and destructive attitudes about sexual assault and bring about real justice and support for survivors; and

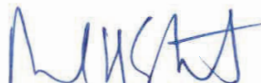
WHEREAS, Denim Day encourages everyone to make a social statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence, and to speak up when they hear comments that blame victims or make light of sexual harassment or assault; and

WHEREAS, together when we can change how people think and talk about this kind of violence, and create a culture of respect, equality and safety for our entire community; and

WHEREAS, The City of Kissimmee strongly supports the Victims Service Center of Central Florida and their efforts to prevent the traumatizing effects of sexual violence and help heal those that have been impacted; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim Wednesday, April 29, 2026 as "**Denim Day**" in the City of Kissimmee and urge all City non-uniform employees and citizens to wear jeans on Denim Day to help spread awareness about the physical and emotional trauma that accompanies sexual assault, and to show our support for survivors in our community.

IN WITNESS, THEREOF, this is signed this 21st day of April, 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Proclamation - 75th National Day of Prayer 2026

Request

Proclamation presentation to Randi Law, President of Osceola County National Day of Prayer, Inc., in honor of the National Day of Prayer occurring on May 7, 2026.

Explanation

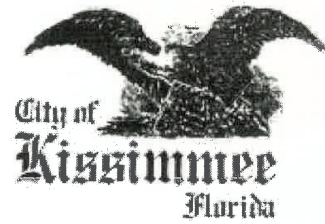
N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - 75th National Day of Prayer 2026

Proclamation



75TH NATIONAL DAY OF PRAYER 2026

WHEREAS, Americans have turned to God in Prayer for guidance since our nation's founding; and

WHEREAS, throughout the history of our state and nation, we have humbly prayed for guidance, comfort, and protection where needed, and have given thanks for our many blessings which God has graciously bestowed on this nation since its inception; and

WHEREAS, prayer has comforted us in times of sorrow, and given us strength and hope for the future. We ask God to keep His hand upon us and bless the great State of Florida and the United States of America; and

WHEREAS, the National Day of Prayer is a day set aside by Congress for all Americans to pray and reaffirm the spiritual principles upon which this nation was founded; and

WHEREAS, 2026 marks the 75th Annual National Day of Prayer! The theme this year is; "**Seeking Him in all generations**" based on the verses found in 1 Chronicles 16:24 NASB, "Tell of His glory among the nations, His wonderful deeds among all the peoples."; and

WHEREAS, on May 7th Americans will unite at specific times in prayer for our nation and state, to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate repentance and renewal, to invoke God's blessings upon our leaders, and ask God to protect and bless our nation; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim May 7th, 2026 as "**National Day of Prayer**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 21st day of April, 2026


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 4.A

Public Hearing – Second and Final 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 Second and Final 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 Local 4208 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. (S) KISS Fire Drop Proposed Ord 26-13
2. 2026.03.25, Letter Of No Impact-KissimmeeFire
3. Business Impact Estimate for KFD Drop Entry Expansion (003)
4. Prop Ord 26-13 - Ad Affidavit

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

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 law¹ 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 Bargaining 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

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street, Kissimmee, FL 34741
(407) 846-7600

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Publication Dates:

- Apr 2, 2026

Notice ID: 2NUsIb7TwNikIcA6CxZ3

Notice Name: COK PROPOSED ORDINANCE 26-13

PUBLICATION FEE: \$65.88

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Edmar Corachia

Agent

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 04/02/2026

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, 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.

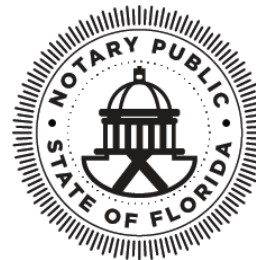
PROPOSED ORDINANCE #26-13

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



PAMELA BAEZ
Notary Public - State of Florida

Commission # HH 732409

Expires on October 19, 2029

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 26-14 Amending the City Charter, Section 6: Compensation of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Request approval of the First Reading of Proposed Ordinance #26-14, amending the Charter to authorize commissioner compensation to be established within the City Code of Ordinances.

Explanation

The City Charter currently specifies the annual compensation for Commissioners based on population. The City Commission has determined that it is more appropriate for commissioner compensation to be established in the City Code of Ordinances, which may be amended periodically without requiring a referendum vote.

Recommendation

Approval of the First Reading of Proposed Ordinance #26-14, amending the Charter to authorize commissioner compensation to be established within the City Code of Ordinances.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance #26-14 - Charter Amendment (Section 6 - Commission Compensation)
2. Prop Ordinance #26-14 - Proof of Publication
3. 4.13.2026 business-impact-estimate for proposed ordinance 26-14

PROPOSED ORDINANCE NO. 26-14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter currently contains the yearly compensation afforded to Commissioners based on population; and

WHEREAS, the City Commission believes that it is more appropriate for the City Code of Ordinances, which may be amended from time to time without a referendum vote, to set compensation for City Commissioners.

NOW THEREFORE BE IT ENACTED by the City Commission on behalf of the residents of the City of Kissimmee, FL:

SECTION 1. Proposed Amendment to Charter. The City Commission of the City of Kissimmee, Florida hereby proposes the following amendment to the City Charter:

For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.

Section 6. - Compensation of commissioners.

~~(a) Each member of the city commission shall receive as an annual salary the amount indicated below, based upon the population of the City of Kissimmee. In addition, to the base salary shown, compensation shall be made for population increments over the minimum for each population group at a rate of \$0.40 per resident.~~

Population Group	City Population Range		Base Salary
	Minimum	Maximum	
A	30,000	39,999	\$12,000.00
B	40,000	49,999	\$16,000.00
C	50,000	59,999	\$20,000.00
D	60,000	69,999	\$24,000.00
E	70,000	79,999	\$28,000.00

F	80,000	89,999	\$32,000.00
G	90,000	99,999	\$36,000.00

- ~~(b) In addition to the annual salary amount calculated in subsection (a) above, the mayor-commissioner shall receive one thousand two hundred dollars (\$1,200.00) annually and the vice mayor shall receive one hundred and eighty dollars (\$180.00) annually, prorated monthly.~~
- ~~(c) Annual compensation shall be automatically adjusted within thirty (30) days after receipt of the annual population figures, as compiled by the Executive Office of the Governor, in accordance with the Florida Statutes § 186.901. This annual compensation shall be prorated over the subsequent twelve-month period.~~
- ~~(d) Definition. "Population" means the population according to the latest annual determination of population of local governments produced by the Florida Department of Administration in accordance with Florida Statutes § 186.901.~~
- ~~(e) The formula set out in subsections (a) through (d) shall not be amended except after passage of a duly authorized ordinance and submission for referendum as authorized under Florida Statutes chapter 166.~~
- (a) Each member of the City Commission shall receive compensation as provided for in the Code of Ordinances, as may be amended.

SECTION 2. Submission of Charter Amendment to Public Referendum. The amendment to the Charter of the City of Kissimmee, Florida as set forth in **Section 1** shall be submitted to public referendum at the next general election held in the City of Kissimmee, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Effective Date. The proposed amendment to the Charter of the City of Kissimmee shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law. This Ordinance shall be effective upon ratification by referendum.

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

Jackie Espinosa, Mayor-Commissioner

ATTEST:

City Clerk

City Attorney



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: FmeV4WCm8jxUSc4B2g2B | **Proof Updated: Apr. 14, 2026 at 10:12am EDT**

Notice Name: COK ORDINANCE 26-14*Public Hearing

See Proof on Next Page

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 Osceola News-Gazette
cityclerkemail@kissimmee.gov
(407) 518-2309

Columns Wide: 2

Ad Class: Legals

04/16/2026: Legal and Public Notice Notice	57.08
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Subtotal	\$57.08
Tax %	0
Processing Fee	\$5.71
Total	\$62.79

This proof reflects the current active invoice for this notice.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, April 21, 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, May 5, 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 #26-14

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE CHARTER; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

IN ACCORDANCE WITH FLORIDA STATUTE 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26)
April 16, 2026

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-14**

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE CHARTER; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR 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 law¹ 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):

This ordinance proposes a change to the City Charter.

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 7.A

Approval of City Commission Minutes from the April 7, 2026, Meeting and April 14, 2026 Workshop

Request

Approval of the April 7, 2026, commission meeting minutes and April 14, 2026 workshop.

Explanation

Minutes of the commission meeting held on April 7, 2026, and workshop held on April 14, 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 APR 07 2026
2. (S) CCM MIN APR 14 2026 (WORKSHOP)



MEETING MINUTES
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

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

Staff Present: Deputy City Manager Desiree Matthews, Interim City Attorney Kalanit Oded, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Staff Absent: City Manager Mike Steigerwald

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in of Four New Kissimmee Police Department Officers
Swearing in of four new Kissimmee Police Department Officers.

Police Chief Broadway administered the Oath of Office to Taylor Espinosa, Annelisse Melendez Mercado, William Lewis, and Antonio Miranda.

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

Police Chief Broadway administered the Oath of Office to Pastors Louis Rivera and John Mejia.

3.C Proclamation - Arbor Day Proclamation
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.

Deputy City Manager Matthews read a proclamation in honor of Arbor Day as the Mayor and Commissioners presented the proclamation. Recipient Robert Carter thanked the City for their support.

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

Deputy City Manager Matthews read a proclamation in honor of Fair Housing Month as the Mayor and Commissioners presented the proclamation. Recipient Teresa Reilly O'Doherty thanked the City for its support.

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

Deputy City Manager Matthews read a proclamation in honor of Water Conservation Month as the Mayor and Commissioners presented the proclamation. Recipient Rodney Tilley thanked the City for their support.

3.F Proclamation - Human Trafficking Awareness Day

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

Deputy City Manager Matthews read a proclamation in honor of Human Trafficking Awareness Day as the Mayor and Commissioners presented the proclamation. Recipients, on behalf of the Central Florida HT Task Force, thanked the City for their support.

3.G Employee of the Month for April

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.

Deputy City Manager Matthews introduced Lorendy Martinez of the Public Works Department and reviewed the qualities and attributes that led to their nomination and selection as employee of the month. Deputy City Manager Matthews reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the City, and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - 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

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

City Clerk Crespo read Proposed Ordinance # 26-10 by title. Senior Planner Ashley Cornelison reviewed the details of the code change attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience. Following discussion by the Commission, Commissioner Martinez made a motion to deny the request and maintain the ordinance in its current form. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez

NAY: Mayor Espinosa, Commissioner Ortiz

Motion carried 3 - 2.

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

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

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

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

City Clerk Crespo read Proposed Ordinance # 26-12 by title. Development Services Director Craig Holland presented an overview of the proposed ordinance changes (Exhibit "A"). Mayor Espinosa opened the Public Hearing and invited public comments. One speaker addressed the Commission (Exhibit "B"), sharing personal experience with a recent code violation under the existing ordinance.

Commissioners and city management discussed several key issues, including weight restrictions, truck types, lot size considerations, and potential parking and storage challenges for business owners if the changes are implemented. It was also noted that the current ordinance has not been updated since the 90s. The discussion focused on determining appropriate long-term regulations for vehicle size in residential districts, defining those standards, and establishing a consistent direction citywide moving forward.

Mayor Espinosa made a motion to table the item until a workshop on the matter can be held. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

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

City Clerk Crespo read Proposed Ordinance # 26-13 by title. Deputy Manager Matthews reviewed the item attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-13. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Annual Fire Service Assessment Resolution

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.

Deputy City Manager Matthews reviewed the need for the Fire Service Assessment Resolution. A final fire assessment report was distributed to the City Commission for review (Exhibit "C"). Mayor Espinosa announced the Public Hearing and invited public comments.

Firefighter Jene Charles expressed gratitude to the commission, staff, leadership and the community.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #07-2026. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

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

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "D") were submitted, and residents provided their comments. A Spanish-speaking resident spoke about motorcycle safety and helmet requirements, with City staff providing translation. Additional speakers addressed a range of topics, including the success of the Hop on Downtown event and concerns raised by two residents regarding potential abuse of power and provided documents following her statement (Exhibit "E"). One speaker shared their experience applying for a Business Tax Receipt (BTR) and offered feedback on the process. Another speaker expressed opposition to food trucks, stating that regulations for them 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.*

Commissioner Martinez made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

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

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

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

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.

Resolution #08-2026

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

Request approval for the Kissimmee Utility Authority (KUA) Utility Easement at Kissimmee Gateway Airport (Contract #20260188).

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

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.

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

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.

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

Approval of a lien reduction and negotiation agreement in the amount of \$4,000 plus any satisfaction costs.

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

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.

Resolution #09-2026

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

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.

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

Approval to apply for grant funding for Vertiport and Air Taxi Infrastructure opportunities at Kissimmee Gateway Airport

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

Request approval and execution of the Subordination Agreement for the Pinnacle at the Wesleyan Apartments.

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

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).

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

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).

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

Request authorization for the Mayor to sign the Declaration of Restrictive Covenants for the Mosaic Development on Lakeview Avenue.

- 7.N Resolution Establishing the Qualifying Period for the City's General Election
Adoption of a resolution establishing the qualifying period for the August 18, 2026 City General Election.

Resolution #10-2026

8. DISCUSSION ITEMS

8.A Request of Travel Funding

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.

Deputy City Manager Matthews reviewed the request details. Vice Mayor Eady rescinded the request to attend the event. No further action was taken.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

Deputy City Manager Matthews provided updates on upcoming events: a Food Truck Workshop, Community Shred Day, and potential dates for a future workshop focused on commercial vehicles in residential areas. She also noted that staff will report back with any new information regarding DEI changes that may affect city programs.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Ortiz made a motion to reschedule the Food truck Workshop from April 14, 2026, to April 24, 2026. Mayor Espinosa seconded the motion. After a brief discussion, a vote was rendered.

AYE: Commissioner Ortiz

NAY: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor Espinosa

Motion failed 1 - 4.

10. ADJOURNMENT

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

Motion carried 5 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:45 PM.

MAYOR-COMMISSIONER

ATTEST:

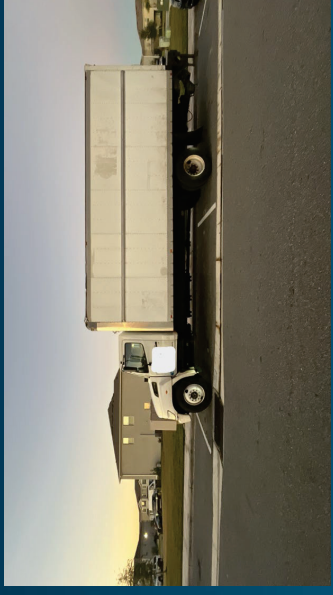
CITY CLERK

Commercial Vehicles in Residential Areas

City Commission
April 7, 2026



Examples of Prohibited Commercial Vehicles





PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4-7-2026
 AGENDA ITEM #: 4C Commercial Vehicles Ordinance
 NON-AGENDA ITEM:
 NAME: Fernando Hernandez
 ADDRESS: 2096 Valencia CITY: Kissimmee STATE: FL ZIP: 34774

CHECK ALL THAT APPLY:

- ☒ 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
- 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.



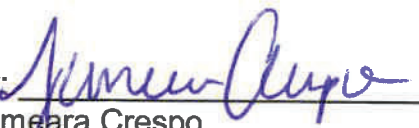
OFFICE OF THE CITY CLERK

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 – 407.518.2308

April 7, 2026

I HEREBY CERTIFY that the attached is a true and correct copy of the SECOND ANNUAL FIRE ASSESSMENT REPORT.



By: 
Tameara Crespo
City Clerk



Orlando Office
618 East South Street, Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

March 18, 2026

Project R250026.00

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

**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.

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

to address other fire protection related issues. Accordingly, the assessment approach employed by the City initially and for the fiscal year beginning October 1, 2026 as 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 *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 underwritten within 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.³ See also footnote 5 on next page.

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.

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.

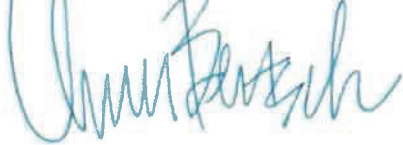
Connection with Prior Work

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

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:	
<i>\$0.57 per \$1,000 in Relative Value of Improvements</i>	
<i>\$107.10 per Parcel</i>	
"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

⁸Governmentally-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.

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 Health 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 Operation:	31,494,983	28,952,082		\$ 8,131,656	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%	\$ -
Vehicles	\$ 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 consider reserves, carry overs, potential receipts, grants, transfers, or other revenue that may become available.						



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/26AGENDA ITEM #: Hear the audience

NON-AGENDA ITEM: _____

NAME: Sharon AndersonADDRESS: 110 Lakewood Dr. CITY: KISS STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ 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
- 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.



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: BTR Hear the audienceNAME: Nelly HernandezADDRESS: 111 E. Monument Ave CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

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- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/2020

AGENDA ITEM #: Public comment

NON-AGENDA ITEM: D

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 34741

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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/2020

AGENDA ITEM #: Public comment

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/20
AGENDA ITEM #: Hear the audience
NON-AGENDA ITEM: _____
NAME: And Colon
ADDRESS: 4501 Tealich CITY: Kissimmee STATE: FL ZIP: 34746

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/20
AGENDA ITEM #: Hear the audience
NON-AGENDA ITEM: _____
NAME: Deynisha Oppenheimer Collazo
ADDRESS: 926 flower ln CITY: Kissimmee STATE: FL ZIP: 34743

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/2026

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: ☒

NAME: Diana Marrero-Pinto

ADDRESS: 815 Hastings Dr CITY: Kissimmee STATE: FL ZIP: 34746

CHECK ALL THAT APPLY:

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- ☐ I OPPOSE THIS AGENDA ITEM
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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/7/26

AGENDA ITEM #: Hear the audience

NON-AGENDA ITEM: ☐

NAME: Lucy Richards On Behalf of Angel J Brothers Stehe house

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CHECK ALL THAT APPLY:

- ☒ 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

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9:35



Mayor Jackie Espinosa



Tap to call again

I'm asking to have a meeting with you either Friday or Monday whichever is convenient with you

NOV 27, 2025 AT 7:44 PM

Hello. Sure. We are at our family's dinner. I will contact you tomorrow to confirm a meeting. Monday I have a doctor appointment but Tuesday I will make sure to get you on my schedule.



Thank you for reaching out.

DEC 2, 2025 AT 4:24 PM

Wanted to thank you for making the schedule for me today



Mayor Jackie Espinosa

Simonee Mayor Jackie...

... followers • 160 mutual friends



Aa



6:31



Mayor Jackie Espinosa

Active now



million dollar budget for her precious downtown so no sweetheart she does not



See recent Facebook activity

Unless you know the entire story which is too long to post and it's best it's done in an official capacity I suggest we proceed with a formal meeting at city hall.



DEC 2 AT 9:03 PM

I tried that u never kept your part I was ready



Ok

Today u where suppose to meet with me

U never reached out to me

Edited

Do u have a number I can call to schedule a formal meeting? I have several things I would like to discuss and clear up.



Sure



Aa



10:37

80%

< Osceola Se Defiende



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 ?



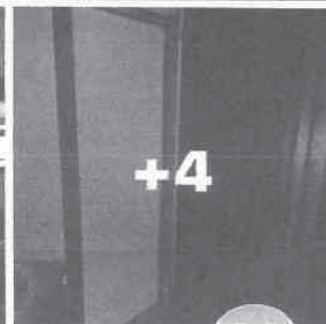
3d ·



Lillian Evans · Follow

6d ·

**Trailer For Rent thousand dollars a month
\$600 deposit everything included an
electric cable Wi-Fi TVs fully furnished**



6



6



 Osceola Se Defiende Reinaldo Rosa + 7

Most relevant ▾

 Author**Osceola Se Defiende**

The circus is back in town

3d Like Reply

2   Author**Osceola Se Defiende**

3d Like Reply

 Author**Osceola Se Defiende**

Jeremy Fetzer just in case you didn't realize this little group is working together because they must be gearing up

3d Like Reply

 Author**Osceola Se Defiende**

Janette Martinez you would know 🤔

3d Like Reply

**Mayor Jackie Espinosa**

No surprise here Jose, I will call you later and I will check your voice mail after my morning events.

Just remember light always wins !

3d Like

3 

Comment as Osceola Response...





OSCEOLA COUNTY SHERIFF'S OFFICE

CALL DETAIL REPORT

Call Number: 26C018484

Nature: SUSP INC 13I

Reported: 17:31:11 02/01/26

Rev'd By: LAWSON, BAILEY **How Rev'd:** R

Occ Btwn: 17:30:42 02/01/26 and 17:31:11 02/01/26

Type: 1

Priority: 1

Address: 258 OAKHURST CIR

City: KISSIMMEE

Alarm:

COMPLAINANT/CONTACT

Complainant: OSCEOLA CO SO, **Name#:** 405201
ADMINISTRATION

Race: **Sex:** **DOB:** **/**/**

Address: 2601 E IRLO BRONSON MEM HWY, KISSIMMEE

Home Phone: (407)348-1100 BUSN **Work Phone:** (407)348-2222

Contact: LT GRIFFEN

Address:

Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agency	Description
QUIJANO, STEVEN	17:40:10 02/01/26	262	ASSGN	57	OCSO	(MDC) Assigned to a call incid#-26I011847 call=379I
OSORIO, EDEL	18:22:47 02/01/26	253	ENRT	57	OCSO	(MDC) Assisting unit 262 incid#-26I011847 call=379I
QUIJANO, STEVEN	18:22:48 02/01/26	262	ENRT	57	OCSO	(MDC) Enroute to a call incid#-26I011847 call=379I
FERNANDEZ, C	18:33:44 02/01/26	253	ARRVD	57	OCSO	incid#-26I011847 ARRIVED ON SCENE call=379I



OSCEOLA COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 26I011847

Nature: HARASSMENT 63R
Location: 5701

Address: 258 OAKHURST CIR
KISSIMMEE FL 34744

Offense Codes:

Received By: LAWSON,
BAILEY

How Received: R

Agency: OCSO

Responding Officers: QUIJANO, STEVEN, OSORIO, EDEL, FISHER, JOR

Responsible Officer: QUIJANO,
STEVEN

Disposition: CLO 02/03/26

When Reported: 17:31:11 02/01/26

Occurred Between: 17:30:42 02/01/26 and 17:31:11 02/01/26

Assigned To: CURTIS, ANGELA
Status: INF

Detail: PCU
Status Date: 02/03/26

Date Assigned: **/**/**
Due Date: **/**/**

Complainant: 405201

Last: OSCEOLA CO
SO

First: ADMINISTRATI
ON

Mid:

DOB: **/**/**

Dr Lic:

Address: 2601 E IRLO BRONSON MEM
HWY

Race: **Sex:**

Phone: (407)348-1100
BUSN

City: KISSIMMEE, FL 34744

Offense Codes

Reported:

Observed:

Circumstances

LT26 HIGHWAY/ROADWAY

LT01 SINGLE FAMILY RESIDENCE

LT29 MOTOR VEHICLE

Responding Officers:

Unit :

QUIJANO, STEVEN

262

OSORIO, EDEL

253

FISHER, JOR

S26

Responsible Officer: QUIJANO, STEVEN

Agency: OCSO

Received By: LAWSON, BAILEY

Last Radio Log: 22:35:38 02/01/26 CMPLT

How Received: R RADIO

Clearance: R REPORT TAKEN

When Reported: 17:31:11 02/01/26

Disposition: CLO **Date:** 02/03/26

04/02/26

CALL DETAIL REPORT

Page 4 of 6

QUIJANO, STEVEN	21:45:28 02/01/26	262	VHINQ	62	OCSO	MDC: [REDACTED]
FERNANDEZ, C	21:49:15 02/01/26	262	ENRT	57	OCSO	incid#=26I011847 98 B REF T50 call=3791
QUIJANO, STEVEN	21:49:33 02/01/26	262	ARRVD	57	OCSO	(MDC) Arrived on scene incid#=26I011847 call=3791
MARTINEZ, AARON	22:15:23 02/01/26	262	4	57	OCSO	incid#=26I011847 Affirmative call=3791
MARTINEZ, AARON	22:35:38 02/01/26	262	CMPLT	57	OCSO	incid#=26I011847 R disp:ACT clr:R call=3791

COMMENTS

17:30:42 02/01/2026 - LAWSON, BAILEY
 LT GRIFFEN ADV DS QUIJANO WILL HANDLE WHEN ONDT
 17:31:27 02/01/2026 - MARTINEZ, AISLIN
 lt griffin req inc nbr / adv hold for ds quijano will handle when ondt
 22:35:21 02/01/2026 - MARTINEZ, AARON - From: QUIJANO, STEVEN
 ROUTINE CHECKS NEXT TWO WEEKS 1800-0600 HRS
 22:35:30 02/01/2026 - MARTINEZ, AARON
 Nature change from SUSP INC 13I to HARASSMENT 63R for Active call 3791

UNIT HISTORY

Unit	Time/Date	Code
253	18:22:47 02/01/26	ENRT
253	18:33:44 02/01/26	ARRVD
253	18:44:55 02/01/26	4
253	18:52:05 02/01/26	NMINQ
253	18:52:06 02/01/26	DLINQ
253	18:58:59 02/01/26	DLINQ
253	19:05:30 02/01/26	58
253	19:07:51 02/01/26	TT
253	19:08:29 02/01/26	4
253	19:15:44 02/01/26	VHINQ

04/02/26

Narrative

Written by: D/S S. Quijano #3593
Incident #: 26I011847
Zone: 57

****Informational Report****

On February 1, 2026, at approximately 1822 hours, I responded to [REDACTED] MARSY [REDACTED] in reference to a suspicious incident. Upon arrival, I contacted the complainant [REDACTED] MARSY [REDACTED], who provided the following verbal statement.

[REDACTED] MARSY [REDACTED] stated that on November 27, 2025, she was contacted via Facebook Messenger by a white female later identified as Lillian Marie Evans. Evans initiated communication regarding [REDACTED] MARSY [REDACTED] support of a nonprofit organization known as the Osceola Response Team, operated by Richard Herr. According to [REDACTED] MARSY [REDACTED], Evans expressed disagreement with the organization and specifically raised concerns alleging that homeless individuals were not being fed. In an effort to address those concerns in a formal setting, [REDACTED] MARSY [REDACTED] offered Evans the opportunity to meet and assisted in arranging a meeting at City Hall scheduled for December 2, 2025; however, Evans did not attend.

[REDACTED] MARSY [REDACTED] stated that later that month she attended the Festival of Lights in downtown Kissimmee, where she observed Evans recording her with a cellular phone and following her throughout the event while continuing to record.

[REDACTED] MARSY [REDACTED] explained that Commission meetings are held on the first and third Tuesday of each month. After missing the previously scheduled meeting, Evans attended two Commission meetings on separate dates. During those meetings, Evans addressed the board and expressed political views regarding grant funding issued in 2022 during the COVID-19 period. [REDACTED] MARSY [REDACTED] stated Evans spoke loudly from the podium and addressed her directly by her first name, [REDACTED] MARSY [REDACTED] reported she instructed Evans to address the board as a whole rather than her personally.

[REDACTED] MARSY [REDACTED] further reported that Evans later began posting publicly on Facebook about their communications and matters discussed during Commission meetings. She stated Evans also made statements about her online, including a post that read, "Dictator Maduro not only tried to silence the citizens, she tried to shut down the commissioner."

According to [REDACTED] MARSY [REDACTED], Evans continued similar behavior during the Commission meeting held on January 20, 2026. After the meeting concluded, [REDACTED] MARSY [REDACTED] observed Evans standing outside near the area where her vehicle was parked, accompanied by another female who had also attended the meeting. Due to concern over Evans' recent and ongoing behavior, Mrs. Espinosa was escorted to her vehicle by law enforcement. She advised this incident was recorded.

[REDACTED] MARSY [REDACTED] stated that on January 21, 2026, she was contacted by a tenant of Evans identified as "Mary." According to [REDACTED] MARSY [REDACTED] Mary alleged Evans instructed her to sign a document that Evans later notarized. Mary reportedly did not understand the nature of the document and was concerned it could be used against [REDACTED] MARSY [REDACTED] stated Mary also made allegations regarding living conditions and other accusations against Evans. [REDACTED] MARSY [REDACTED] advised Mary to contact law enforcement; however, Mary declined. Out of concern for

Mary's well-being, [REDACTED] MARSY contacted the Kissimmee Police Department to request a wellness check.

[REDACTED] MARSY stated she was later informed that Code Enforcement responded to 1715 Sunny Street, Kissimmee, where Mary resided, and left a notice requesting Evans contact them regarding a trailer on the property. [REDACTED] MARSY stated a photograph of the notice was obtained. She further stated that after this Code Enforcement contact, Evans accused her of targeting her, and Evans' behavior escalated.

[REDACTED] MARSY reported that on January 31, 2026, at approximately 1218 hours, she arrived at her residence located at [REDACTED] MARSY, and observed a suspicious red Chevrolet Corvette parked at a neighboring residence at approximately the same time. She stated there were no surveillance cameras at her home or at the neighboring residence where the vehicle was parked. Mrs. [REDACTED] MARSY contacted her neighbors, who advised they did not recognize the vehicle. As she exited her driveway, the Corvette departed the area, which she found suspicious, and she began recording the vehicle. The video captured a red Corvette bearing Florida tag 1FUNV3T.

[REDACTED] MARSY stated that while traveling on Neptune Road toward Lakeshore Boulevard, the Corvette appeared to increase speed and distance itself from her vehicle. She reported that while on Lakeshore Boulevard, the Corvette made a U-turn and, as it passed her vehicle, the driver lowered a window, extended a hand, and displayed the middle finger. [REDACTED] MARSY stated the vehicle's windows were heavily tinted, and she could not determine the driver's identity beyond observing a white hand. She believed the vehicle had been parked near her residence to monitor her.

[REDACTED] MARSY stated she is aware Evans operates a yellow and a black Corvette but not a red one, although Evans is affiliated with a Corvette owners' club.

MARSY

[REDACTED] MARSY stated all interactions and statements made by Evans have been political in nature and that Evans has not made direct threats of physical harm.

[REDACTED] MARSY reported she learned Evans had a prior arrest involving stalking elected officials, although this was not verified at the time of the report.

[REDACTED] MARSY alleged Evans was influenced by members of an opposition political group identified as Olga Carino and Wade Choate; however, no information or evidence was provided to support this claim. She further stated these individuals have shared social media posts, photographs of [REDACTED] MARSY, and portions of their communications online.

[REDACTED] MARSY was provided with an Axon Community link and stated she will upload photographs of their messages, video from the January 20, 2026, Commission meeting, and the Corvette incident for evidentiary review.

[REDACTED] MARSY requested confidentiality under Marsity's Law.

This report will be forwarded to the Criminal Investigation Division for further investigation. This incident was recorded using my agency-issued Axon body-worn camera.

04/02/26
①

REPORTING OFFICER NARRATIVE

Kissimmee Police Department

OCA

26-002053

Victim

Offense

SUSPICIOUS INCIDENT

Date / Time Reported

Wed 03/11/2026 11:58

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 Jacquelyn 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

Kissimmee Police Department

Case # 26-002053

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

D R U G S	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity

Assisting Officers

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 26-002053

Kissimmee Police Department

NARRATIVE

REPORTING OFFICER NARRATIVE

Kissimmee Police Department

OCA

26-002053

Victim

Offense

SUSPICIOUS INCIDENT

Date / Time Reported

Wed 03/11/2026 11:58

Based on the information provided I do not believe a crime has occurred and this report is to document the information provided by Espinosa. This report will be forwarded to records.

This incident was captured on my department issued Body Worn Camera (BWC) and the recording was uploaded to evidence.com.



MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP
(FOOD TRUCKS AND COMMERCIAL VEHICLE REGULATIONS)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 14, 2026 AT 5:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

Staff Present: City Manager Mike Steigerwald, Interim City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Mayor Espinosa called the meeting to order at 5:00 PM.

2. WORKSHOP BUSINESS

2.A Discussion of Ordinance Changes Concerning the Allowance of Food Trucks for Special Events

Staff is requesting direction from the City Commission on the regulation of food trucks allowed as part of extended special events, when approved through the Conditional Use process.

City Manager Steigerwald opened the meeting, outlining current allowances under the city code and seeking direction on whether changes are needed. Mayor Espinosa opened for public comment. Residents submitted comment cards ("Exhibit A") and raised concerns about non-compliance, enforcement, inspections, and fairness in zoning, including the use of temporary event permits versus a PUD process and the impacts food trucks have on the city and small businesses. One opposing speaker provided a handout ("Exhibit B"), while the property owner of a current conditional use permit explained her application process.

Commissioners discussed potential conflicts of interest, including a recusal request, and broader policy approaches such as the existing temporary moratorium adopted in September. They considered operational limits, special event permit durations, and whether to continue allowing conditional use permits. Development Services Director Craig Holland reviewed the permitting process, noting that both conditional use permits and PUDs include revocation provisions for violations, and that applicants may choose the faster, lower-cost permit option. Coordination between food truck operators and property owners is not regulated by the city. The Commission also discussed increasing fines and strengthening enforcement provisions, noting that significant noncompliance has not yet been an issue.

Commissioner Martinez made a motion to keep section 14-6-28(B) of the city code as is with no changes. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez

NAY: Mayor Espinosa, Commissioner Ortiz

Motion carried 3 - 2.

2.B

Discussion Regarding Commercial Vehicles in Residentially-Zoned Areas of the City

Staff requests Commission direction on proposed Code amendments regarding the parking of commercial vehicles in residentially zoned areas.

City Manager Steigerwald reviewed a handout ("Exhibit C") addressing commercial vehicles in residential districts, including modern vehicle weights, proposed thresholds, and how neighboring jurisdictions regulate similar issues. Three options (A, B, and C) were presented to the Commission for consideration. The proposed ordinance revisions would incorporate gross vehicle weight rating ("GVWR") to clarify enforcement, while also increasing allowable limits. Benchmarking showed surrounding jurisdictions typically set thresholds between 10,000 and 15,000 pounds.

Mayor Espinosa opened for public comment, and residents submitted comment cards ("Exhibit D") expressing both support and opposition to allowing commercial vehicles in residential areas. Discussion included storage concerns and the impact on tradespeople who rely on work vehicles. One resident shared a specific case and provided a handout ("Exhibit E"), prompting Deputy Manager Austin Blake to clarify the distinction between gross vehicle weight and a GVWR, noting that manufacturer specifications must be reviewed to determine compliance, which can be verified through federal databases using a vehicle identification number.

The discussion focused on residential regulations, acknowledging existing exemptions for certain vehicles, such as tow trucks and railroad response units, which are not subject to enforcement.

The Commission reached consensus to proceed with Option B, with the proposed ordinance to return for two public hearings.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:32 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/1

"EXHIBIT A"

AGENDA ITEM #: _____

NON-AGENDA ITEM: Food Trucks

NAME: STELLA SIRACUSA

ADDRESS: 596 E. Osceola CITY: KI88 STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- ☒ 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

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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/26

AGENDA ITEM #: 2.A

NON-AGENDA ITEM: _____

NAME: Lisandra Roman

ADDRESS: 711 S. Emory Ave CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/26

AGENDA ITEM #: Food truck

NON-AGENDA ITEM: _____

NAME: Madeira Casiano

ADDRESS: 4030 Baker Ave CITY: St Cloud STATE: FL ZIP: 31772

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/2026

AGENDA ITEM #: Food trucks

2A - 2B

NON-AGENDA ITEM: _____

NAME: Richard Hobb

ADDRESS: _____ CITY: Kiss STATE: FL ZIP: 34746

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/1/26
AGENDA ITEM #: 2A A 2B
NON-AGENDA ITEM: _____
NAME: Lillian Evans
ADDRESS: 1725 sunny st CITY: Kiss STATE: FLA ZIP: 34741

CHECK ALL THAT APPLY:

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

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/2026
AGENDA ITEM #: 2A
NON-AGENDA ITEM: _____
NAME: Jeremy Petzer
ADDRESS: 120 Broadway Ste 304 CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ 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

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Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual
Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

This petition addresses land-use, traffic, safety, and community impacts only.

Esta petición se enfoca únicamente en el uso del terreno, tráfico, seguridad e impacto comunitario.

Statement of Opposition / Declaración de Oposición

I am directly affected by the proposed food truck park (multiple food trucks operating at a single location) and oppose its approval due to traffic congestion, safety concerns, trash, parking impacts, negative visual impact, potential economic impacts on nearby small businesses, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards.

Estoy directamente afectado por el propuesto parque de food trucks (múltiples unidades en una sola ubicación) y me opongo a su aprobación debido a la congestión vehicular, preocupaciones de seguridad, basura, estacionamiento, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos y preocupaciones sobre la supervisión constante de normas de salud y seguridad.

Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
John Pabgado	<i>John Pabgado</i>	1416 Manor Dr	Kiss 34741	4/11/24	☒	☒	☒	☒	☒	☒	☒
Manly Nieves	<i>Manly Nieves</i>	1117 Palmar St	Kiss 34744	4/11/24	☒	☒	☒	☒	☒	☒	☒
Jose Nieves	<i>Jose Nieves</i>	" "	" "	" "	☒	☒	☒	☒	☒	☒	☒
Ruth Soto	<i>Ruth Soto</i>	1708 Manor Dr	Kiss 34741	4-11-24	☒	☒	☒	☒	☒	☒	☒
Liliana Paez	<i>Liliana Paez</i>	1521 Manor Dr	Kiss 34741	4-11-24	☒	☒	☒	☒	☒	☒	☒
Walter Arreola	<i>Walter Arreola</i>	1521 Manor Dr	Kiss 34741	4-11-24	☒	☒	☒	☒	☒	☒	☒
Michelle Arreola	<i>Michelle Arreola</i>	1521 Manor Dr	Kiss 34741	4-11-24	☒	☒	☒	☒	☒	☒	☒
Eric Naves	<i>Eric Naves</i>	1525 Manor Dr	Kiss 34741	4-11-24	☒	☒	☒	☒	☒	☒	☒
Don Ruder	<i>Don Ruder</i>	1529 Manor Dr	Kiss 34741	4/11/24	☒	☒	☒	☒	☒	☒	☒
Carol River	<i>Carol River</i>	1529 Manor Dr	Kiss 34741	4/11/24	☒	☒	☒	☒	☒	☒	☒
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual
Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1885 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Red Robert		1815 Manor Dr	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
MAURICIO WARR		1320 Bruce Avenue	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
RAYSA BOVILLA		1310 Bruce Avenue	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
LEINE BARRON		1826 Osceola Pkwy	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
MARK BENTLEY		" "	bc	4/10	☒	☒	☒	☒	☒	☒	☒
HAROLD		1825 Osceola	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
SABOLO		1825 Osceola	Kissimmee 34741	4/10	☒	☒	☒	☒	☒	☒	☒
ALBAO		1814 PARK CT	34741	4/10	☒	☒	☒	☒	☒	☒	☒
MURRAY VARGAS		1810 Park CT	34741	4/10	☒	☒	☒	☒	☒	☒	☒
BEATRIZ VARGAS		1810 Park CT	34741	4/10	☒	☒	☒	☒	☒	☒	☒
DAVID W.		1802 Park Ct	34741	4/10	☒	☒	☒	☒	☒	☒	☒

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual
Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
W. Hubbard	[Signature]	1709 Mesa Ct.	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Antonia Dittler	[Signature]	1709 Mesa Ct.	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Brenda Harris B.H.	[Signature]	1709 Mesa Ct.	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Margalita Arvelo	[Signature]	1720 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Annae Aves	[Signature]	1720 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Cruz Dore	[Signature]	1720 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Lisandra Soto	[Signature]	1728 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Samuel Hdez	[Signature]	1728 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Michael Fito	[Signature]	1829 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Debbie Fito	[Signature]	1829 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒
Theresa Schepel	[Signature]	1837 Manor Dr	Kiss. 34741	4/10/26	☒	☒	☒	☒	☒	☒	☒

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual
Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

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Signatures / Firmas (check applicable boxes / marque las casillas)

Signatures / Firms (check applicable boxes / marque las casillas)											
Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Enrique Hernandez		1043 Barcelona Dr	32741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Vladimir Diaz		1040 Barcelona Dr	34741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Adrian Torres		1010 Barcelona Dr	34741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Indira Mungai		1016 Barcelona Dr	34741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Shameca		1016 Barcelona Dr	34741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Shirley		1012 Barcelona Dr	34741	4-11-13	☒	☒	☒	☒	☒	☒	☒
Shirley Torres		2019 Balboa Way	32741	4-12-13	☒	☒	☒	☒	☒	☒	☒
Arthur Stephens		2023 Balboa Way	34741	4-12-13	☒	☐	☒	☒	☒	☒	☒
Stella Esquivel		204 Balboa Way	34741	4-12-13	☒	☒	☒	☒	☒	☒	☒
Miguel Borjosa		204 Balboa Way	34741	4-12-13	☒	☒	☒	☒	☒	☒	☒
SYCELEMENTS		204 Balboa Way	34741	4-12-13	☒	☒	☒	☒	☒	☒	☒

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Eli Pasarell		1600 John Young	34741	4/14/26	☒	☒	☒	☒	☒	☒	☒
Ramos		1600 South John Young	34741	4/14/26	☒	☒	☒	☒	☒	☒	☒
Owens		1565 Parkway	34741	4/14/26	☒	☒	☒	☒	☒	☒	☒
Simmons		607 Alamo St	34741	4-14-26	☒	☒	☒	☒	☒	☒	☒
Simmons		607 Alamo St	34741	4-14-26	☒	☒	☒	☒	☒	☒	☒
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
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					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
 S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Joel (cgsa)		1521 cola cir	34741	11/24/11	☒	☒	☒	☒	☒	☒	☒
Diana Latorre		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Justin Diego		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Julia Puer		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jose Seniano		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jorge Paez		1111 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Maria Morales		1111 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Hellena		1131 Barcelona Dr.	34741	04/11	☒	☒	☒	☒	☒	☒	☒
Carlos Ramirez		1055 Barcelona Dr.	34741	04/11	☒	☒	☒	☒	☒	☒	☒
Katherine		1055 Barcelona Dr.	34741	04/11	☒	☒	☒	☒	☒	☒	☒
Dariana meza		1055 Barcelona Dr.	34741	04/11	☒	☒	☒	☒	☒	☒	☒

Resident Petition – Traffic, Safety, and Visual Impact Objection Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
 S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jana Soto	[Signature]	252 Hickcorks	Kissimmee	04/13/20	X	X	X	X	X	X	X
Cris Sclera	[Signature]	252 Hickcorks	Kissimmee	04/13/20	X	X	X	X	X	X	X
1401 AS J	[Signature]	1505 Angler Ave	Kissimmee	04/13	X	X	X	X	X	X	X
William Nunez	[Signature]	1500 Angler Ave	Kissimmee	04/13	X	X	X	X	X	X	X
Antonio Garcia	[Signature]	1500 Angler Ave	Kissimmee	04/13	X	X	X	X	X	X	X
Samuel Lopez	[Signature]	1215 Windsor Dr	Kissimmee	04/13	X	X	X	X	X	X	X
Maria Lopez	[Signature]	6215 Manar Dr.	Kissimmee	04/13	X	X	X	X	X	X	X
doree bogdan	[Signature]	1613 Cola	Kissimmee	04/13	X	X	X	X	X	X	X
Maria Recarte	[Signature]	1613 Cola	Kissimmee	04/13	X	X	X	X	X	X	X
Alethia Dutton	[Signature]	1609 Cola	Kissimmee	04/13	X	X	X	X	X	X	X
Alethia Dutton	[Signature]	1609 Cola	Kissimmee	04/13	X	X	X	X	X	X	X

Resident Petition – Traffic, Safety, and Visual Impact Objection Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Telvin	[Signature]	1705 Hiawatha Dr.	Kissimmee, FL	4/13/26	☒	Restaurants	☒	☒	☒	☒	☒
Pedro Figueroa	[Signature]	1705 Hiawatha Dr.	Kissimmee, FL	4/13/26	☒	Restaurants	☒	☒	☒	☒	☒
Gary Suffield	[Signature]	1311 Greenbrook Ave	Kissimmee, FL	4/13/26	☒	☒	☒	☒	☒	☒	☒
Maryjane	[Signature]	1311 Greenbrook Ave	Kissimmee, FL	4/13/26	☒	☒	☒	☒	☒	☒	☒
Bogdan D	[Signature]	1311 Greenbrook Ave	Kissimmee, FL	4-13-26	☒	☒	☒	☒	☒	☒	☒
Williams Kim	[Signature]	1821 Osceola Park Dr	Kissimmee, FL	4-13-26	☒	☒	☒	☒	☒	☒	☒
Gilpin V	[Signature]	1713 Osceola Park Dr	Kiss, FL	4-14-26	☒	☒	☒	☒	☒	☒	☒
Powers C	[Signature]	1713 Osceola Park Dr	Kiss, FL	4-14-26	☒	☒	☒	☒	☒	☒	☒
2150	[Signature]	1807 Osceola Park Dr	Kiss, FL	4-14-26	☒	☒	☒	☒	☒	☒	☒
Franks	[Signature]	1806 Hiawatha Dr	Kissimmee, FL	4-14-26	☒	☒	☒	☒	☒	☒	☒
Mundy	[Signature]	1806 Hiawatha Dr	Kissimmee, FL	4-14-26	☒	☒	☒	☒	☒	☒	☒

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Resident Petition – Traffic, Safety, and Visual Impact Objection Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Theresa Perez	[Signature]	4305 Stirling RD	DAVIE, 33314	04/14/26	☒	☒	☒	☒	☒	☒	☒
LAUREN CASIMIRO	[Signature]	1307 MAGNOLIA BLVD	KISSIMMEE, FL 34759	04/14/26	☒	☒	☒	☒	☒	☒	☒
Lopez	[Signature]	1305 Hearn Lake	Orlando, FL	04/14/26	☒	☒	☒	☒	☒	☒	☒
Felicia Z...	[Signature]	4201 + 2026		04/14/26	☒	☒	☒	☒	☒	☒	☒
RAMON	[Signature]	508 GRANITE PL	34759	04/14/26	☒	☒	☒	☒	☒	☒	☒
Angela Anguila	[Signature]	3007 MARTHA CTR	KISSIMMEE, FL 34741	04/14/26	☒	☒	☒	☒	☒	☒	☒
Angela Lopez	[Signature]	330 Brianna Blvd	Kissimmee FL 34759	4.14.26	☒	☒	☒	☒	☒	☒	☒
Angela Alvarez	[Signature]	567 Wilcox Ct	KISSIMMEE, FL 34759	04/14/26	☒	☒	☒	☒	☒	☒	☒
Emilio	[Signature]	360 BOLD CYPRESS DR	KISSIMMEE, FL 34759	04/14/26	☒	☒	☒	☒	☒	☒	☒
Hector	[Signature]	6767 Arden Trl	Orlando 32807	04/14/26	☒	☒	☒	☒	☒	☒	☒
Alecia Rana	[Signature]	4946 Tuscarora Ave	St cloud, 34991	04/14/26	☒	☒	☒	☒	☒	☒	☒

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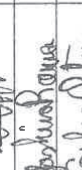
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Name / Last Name	Signature / Firma	Address / Dirección	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jesse Rivers		24 Pine Tree	Ocala FL	4/11/26	☒	☒	☒	☒	☒	☒	☒
Almaria Rodriguez		10015 Allison Ave	Deland FL	4/11/26	☒	☒	☒	☒	☒	☒	☒
Kon na obo		2401 Jerns Kennedy Blvd	Dalton GA	4/11/26	☒	☒	☒	☒	☒	☒	☒
Nancy Dill		1608 Emeraldway W	Davenport	4/11/26	☒	☒	☒	☒	☒	☒	☒
Yoshira Roman		1933 Walnut Creek Dr	Kissimmee	04/11/26	☒	☒	☒	☒	☒	☒	☒
Carlos Otero		1933 Walnut Creek Dr	Kissimmee	04/11/26	☒	☒	☒	☒	☒	☒	☒
Jorge Valentin		10015 Allison Ave	Kissimmee	04/11/26	☒	☒	☒	☒	☒	☒	☒
Iman Gajdo		10034 Grey Heron	Winter Haven	4/11/26	☒	☒	☒	☒	☒	☒	☒
Ramiro Del Valle		1608 Emeraldway	Davenport	4/11/26	☒	☒	☒	☒	☒	☒	☒
Juan Morales		1440 Bass Slough	Kissimmee	4/11/26	☒	☒	☒	☒	☒	☒	☒
Juan Morales		157 Bradshaw Dr	Kissimmee	4/11/26	☒	☒	☒	☒	☒	☒	☒

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MANUEL PEREZ		4305. S. Virgil RD	DAVIE, 33314	04/14/20	☒	☒	☒	☒	☒	☒	☒
Jose Luis Perez		2200 Fort St. Pl.	Kissimmee	4/14/20	☒	☒	☒	☒	☒	☒	☒
Natalia Martinez		407403 7182	Kissimmee 34741	4/14/20	☒	☒	☒	☒	☒	☒	☒
ORIGEL		849-210-2189	34741	4/14/20	☒	☒	☒	☒	☒	☒	☒
Joseline		1660 dervitor	32833	4/14/20	☒	☒	☒	☒	☒	☒	☒
Theresa		2172 MAURA	34741	4/14/20	☒	☒	☒	☒	☒	☒	☒
Elvia Ocasio		2820 Avenue Loop	34741	4/14/20	☒	☒	☒	☒	☒	☒	☒
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

CITY COMMISSION WORKSHOP

Commercial Vehicles in Residential Districts Discussion

April 14, 2026 | Article III, Secs. 42-67 through 42-71 | Ch. 14-2 Definitions

1. THE ISSUE

Our code restricts commercial vehicles in residential areas using weight thresholds set in the 1990s. During the public hearing process for a proposed amendment to correct a known drafting error, further staff analysis revealed that the weight thresholds themselves need to be revisited. This workshop presents the full picture so the Commission can provide direction on a comprehensive update.

- **Drafting Error:** Sec. 42-68 says "gross vehicular weight" but omits the word "rating." A recent code case was dismissed because the language did not match the industry-standard term, Gross Vehicle Weight Rating (GVWR).
- **Outdated Threshold:** Since the 1990s, vehicles have gotten significantly larger and heavier. Many common work vehicles, even a basic utility van or half-ton pickup, now approach or exceed the 8,000 lb limit.

2. WHAT OUR CODE SAYS

The LDC (Ch. 14-2) contains **two separate definitions** that work together:

Term	LDC Definition (Ch. 14-2)
Commercial Vehicle	<i>Any vehicle designed or operated primarily for the transportation of persons or property in the furtherance of any commercial, industrial or business enterprise and includes any truck, van, panel-type vehicle, taxi, bus, wrecker, utility type vehicle, dump truck, or any other vehicle operated for compensation.</i>
Heavy Commercial Vehicle	<i>A motor vehicle with: (A) GVWR of 26,001 lbs or more; (B) more than 35 ft long; or (C) more than two axles. Also includes truck tractors and semitrailers over 25 ft. [Aligned with F.S. § 320.01(25)]</i>

The definitions are sound and use-based. The issue is the outdated weight thresholds in Secs. 42-68 (8,000 lbs ungaraged) and 42-69 (10,000 lbs garaged) that determine which commercial vehicles may park in residential areas.

3. MODERN VEHICLE WEIGHTS VS. CURRENT CODE THRESHOLDS

GVWR is the manufacturer's maximum safe operating weight (vehicle + passengers + cargo + fluids):

Vehicle	Type	GVWR Range	Exceeds 8K?
Ford F-150 (various)	Half-ton pickup	6,050–7,850 lbs	Some configs
Ford F-250 / Ram 2500	¾-ton pickup	9,500–10,000 lbs	✓ YES
Ford Transit Van (base)	Utility/work van	8,670–11,000 lbs	✓ YES
Ram ProMaster / Sprinter	Cargo van	8,550–11,500 lbs	✓ YES
Ford F-350 / Ram 3500	One-ton pickup	11,500–14,000 lbs	✓ YES

4. HOW NEIGHBORING JURISDICTIONS HANDLE THIS

Jurisdiction	Weight / Size Limit	Key Features
Osceola County	15,000 lbs GVW	Applies to all large vehicles (not just commercial). Allowed if garaged or fully shielded from public view.
St. Cloud	1½-ton capacity	No parking in residential zones except during active business hours (7am–8pm), in an enclosed garage, or behind an opaque fence with no part visible.
Orlando	10,000 lbs GVW or >80" wide	Also captures any vehicle designed/equipped for trade or displaying a sign. Must be garaged or behind opaque fence if stored.
Tampa	10,000 lbs GVW + dimensions	Max 9 ft wide, 22 ft long, 10 ft tall. Allowed adjacent to owner's residence if within those limits. Permitted in any enclosed structure.
Kissimmee (current)	8,000 lbs (ungaraged) / 10,000 lbs (garaged)	One commercial vehicle per residence. No dimension or appearance-based criteria. Lowest weight threshold among peer cities.

Kissimmee currently has the lowest weight threshold of any peer jurisdiction reviewed. Orlando and Tampa both use 10,000 lbs, while Osceola County allows up to 15,000 lbs. Tampa also adds dimension-based standards.

⚠ Recent State Legislation: HB 1203 (Effective July 1, 2024)

Florida now prohibits HOAs from banning work vehicles in owner driveways unless the vehicle meets the state's heavy commercial motor vehicle definition (§ 320.01(25): 26,001+ lbs / 3+ axles). This applies to HOAs, not municipalities, but signals the Legislature's direction on work-vehicle rights.

5. OPTIONS FOR THE COMMISSION

OPTION A: Fix the Drafting Error Only (Minimal Change)

- Correct "gross vehicular weight" to "gross vehicle weight rating (GVWR)" in Secs. 42-68 and 42-69.
- Keep existing thresholds: 8,000 lbs ungaraged / 10,000 lbs garaged.
 - **Pro:** Quick fix; restores enforceability after the dismissed case.
 - **Con:** Does not address outdated thresholds. Kissimmee remains the most restrictive among peer cities reviewed.

OPTION B: Fix the Error + Raise the Weight Thresholds

- Correct the GVWR terminology.
- **Raise ungaraged limit to 10,000 lbs GVWR** (covers most half-ton and ¾-ton pickups, standard vans). Aligns with Orlando and Tampa.
- **Raise garaged limit to 14,000 lbs GVWR** (covers one-ton pickups and larger cargo vans when stored in a garage).
 - **Pro:** Balances livelihoods with neighborhood character. Reflects modern vehicle sizes. Aligns with peer cities and FHWA Class 1–2 (light-duty) standards. Keeps existing LDC definitions intact.
 - **Con:** Some residents may feel any increase allows more commercial activity in neighborhoods.

OPTION C: Hybrid Approach: Raise Thresholds + Add Appearance Standards

- Correct the GVWR terminology and raise thresholds (as in Option B).
- **Add appearance-based criteria** similar to Tampa's approach:
 - Limit to one commercial vehicle per residence (ungaraged).
 - Set maximum vehicle dimensions (e.g., 9 ft wide, 22 ft long, 10 ft tall).
 - Restrict visible external equipment (mounted ladders, tanks, tools beyond a set size).
 - Require opaque screening if vehicle exceeds dimension limits but is stored on-site.
 - **Pro:** Directly targets visual impact rather than using weight alone as a proxy. Mirrors Tampa's tested approach. Addresses the concern that neighborhoods look rundown.
 - **Con:** More complex to draft and enforce; may require more subjective judgment by code enforcement officers.

6. KEY CONSIDERATIONS

- **Livelihoods:** Many residents depend on work vehicles parked at home, including contractors, plumbers, electricians, landscapers, and mobile service providers. Overly restrictive rules burden working families.
- **Neighborhood Character:** Large commercial vehicles, heavy equipment, and unkempt work vehicles can affect property values and quality of life. Regulations should target genuinely disruptive vehicles, not everyday pickups.
- **Enforceability:** The dismissed case shows the importance of precise language. Any amendment must use the correct industry term (GVWR) and be clear enough for consistent enforcement.
- **Legislative Trend:** HB 1203 (2024) signals growing state protection for workers' right to park work vehicles at home. Updating our code proactively aligns with this direction.

STAFF RECOMMENDATION

At a minimum, correct the drafting error (Option A) to restore enforceability.

Staff recommends the Commission also consider **Option B or C** to modernize the weight thresholds, reflecting the realities of today's vehicles and aligning with peer jurisdictions, while maintaining protections for residential neighborhood character.

The existing LDC definitions for "commercial vehicle" and "heavy commercial vehicle" are sound and do not require amendment.

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/2026

"EXHIBIT D"

AGENDA ITEM #: 2B

NON-AGENDA ITEM: _____

NAME: Jeremy Feltz

ADDRESS: 120 Broadway Ste 304 CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ 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
- 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.

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

"EXHIBIT E"

DATE: 4-14-2026

AGENDA ITEM #: 2B

NON-AGENDA ITEM: _____

NAME: Fernando Homs

ADDRESS: 206 Volencien CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ 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
- 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.

f350 2001 box truck weigh



AI Mode

All

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Images

Videos

Short videos

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AI Overview



A 2001 Ford F-350 box truck will have a curb weight around **5,500 to 6,000 lbs**, but the exact weight varies depending on the configuration. For a more precise weight, you can estimate by subtracting the payload from the gross vehicle weight rating (GVWR), or by taking the vehicle to a public scale. ⓘ



Estimated curb weight by configuration

- **Regular Cab:** Approximately 5,588 lbs
- **Crew Cab:** Approximately 5,760 lbs to 6,140 lbs
- **Super Cab:** Approximately 5,461 lbs ⓘ

Estimating total weight

- **Estimate using GVWR and payload:**
 1. Find the Gross Vehicle Weight Rating (GVWR) of the specific truck, which is the maximum weight the truck can carry when fully loaded.
 2. Find the payload capacity for that truck.
 3. Subtract the payload from the GVWR to get a close estimate of the curb weight. For example, a truck with a 9,900 lb GVWR and a 3,670 lb payload would weigh approximately 6,230 lbs, which can then be used to estimate the gross weight.
- **Weigh it directly:** For the most accurate weight, use a public scale to weigh the vehicle (both empty and with its load). ⓘ

Does anyone know by chance the gross weight of a Single ...

Apr 3, 2023 — Comments Section. nineninezero. • 3y ago. What you're looking for is the curb weight. Best way would obviously be throw...

Reddit ⓘ

2001 Ford F350 Specs, Features & Options - Kelley Blue Book

14,400 lbs, 14,400 lbs. Payload. 3,465 pounds, 3,205 pounds, 3,410 pounds, 3,838 pounds, 3,974 pounds. Body Styles. Pickup, Pickup...

 Kelley Blue Book 



Used 2001 Ford F-350 Super Duty Crew Cab Specs & Features

Table_title: Overview Table_content: header: | Drive Type | four wheel drive | row: | Drive Type: Payload Capacity | four wheel dr...

 Edmunds 



Dive deeper in AI Mode

AI responses may include mistakes. [Learn more](#)



Kelley Blue Book

<https://www.kbb.com> › ford › 2001 › specs

2001 Ford F350 Super Duty Crew Cab Specs, Features & ...

2001 Ford F350 Super Duty Crew Cab Specs, Features & Options ; 257.6 inches · **3838 pounds** ; 241.4 inches · 3974 pounds.

People also ask

How much does a 2001 F350 Super Duty weigh?



How much does a Ford F-350 box truck weigh?



How much does a 2000 F350 7.3 weigh?



How much does a 7.3 Power Stroke weigh?



[Feedback](#)



Ford-Trucks.com

<https://www.ford-trucks.com> › forums › 188994-how-m...

How much does a F350 weigh?

Jan 6, 2004 — The specs (actually for a 2001, but should be close) seem to indicate that my 7.3L crew cab short box F350 should weigh **around 6000 pounds**.

F-350-gvwr???? - Ford **Truck** Enthusiasts Forums 10 posts Jul 28, 2003

Actual **weight** of unloaded CC **F350** 4X4 33 posts Sep 1, 2010

More results from www.ford-trucks.com



Edmunds

<https://www.edmunds.com> › ford › 2001 › features-specs

Used 2001 Ford F-350 Super Duty Specs & Features

98.6 in. Turning circle, 61.6 ft. **Curb weight, 6,140 lbs.** Maximum towing capacity, 10,000 lbs. Maximum payload, 4,310 lbs. Gross weight ...



powerstroke.org

<https://www.powerstroke.org> › threads › how-much-do...

How much does your truck weigh? - PowerStroke.org

Sep 29, 2017 — My 2002 F350 CC LB DRW 4X4 as pictured weighs **9,340 lbs** with the kid, wife and me in it, full tank and all my tools/gear.



Reddit · r/Diesel

10+ comments · 2 years ago

Does anyone know by chance the gross weight of a Single ...

From my quick search on iseecars, it's **around 5500-6000lbs**.

Has anyone here had their **truck weighed**? There ... - Reddit 14 posts Apr 20, 2023

2001 F350 7.3L Crew Cab SRW 4WD + Lance 990 ... 7 posts Jan 25, 2023

More results from www.reddit.com



Ford-Trucks.com

<https://www.ford-trucks.com> › Specifications › 2001

2001 Ford Super Duty Specifications

6084 lbs. Super Duty F-350 SuperCab Styleside Pickup (141.8 " wb.) POWERTRAIN: Refer To The Ordering Guide For ...

F250/F350

F350/F550



Kelley Blue Book

<https://www.kbb.com> › ... › Ford F350 › 2001 Ford F350

2001 Ford F350 Specs, Features & Options

2001 Ford F350 Specs, Features & Options ; **3465 pounds** ; 3205 pounds ; 3410 pounds ; 3838 pounds ; 3974 pounds.



Facebook · Ford 7.3 Powerstroke Diesel 99-03

7 comments · 8 months ago

GVWR and Unladen Weight on F350 Excab RWD

Well, if the GVW is 9700 and you have 8240 **weight** on the **truck** empty . The most you could carry is 1460 pounds legally. If you want more, ...

Top answer: Well, if the GVW is 9700 and you have 8240 weight on the truck empty . The most you coul...

What is the **weight** of a **F350** SRW pickup **truck**? Nov 20, 2023

Truck weight rating concerns with **F350**? Apr 25, 2025

More results from www.facebook.com



Oilburners.net

<https://www.oilburners.net> › threads › weight-of-2001-f...

Weight of 2001 F-350 X-Cab Dually..... Diesel Truck Forum

May 4, 2005 — I dont have the figures but that thing will weigh in somewhere **between 7800 and 8500 lbs.** May ...



Edmunds

<https://www.edmunds.com> › ... › Specs & Features

Used 2001 Ford F-350 Super Duty Regular Cab XL

Used 2001 Ford F-350 Super Duty Regular Cab XL - Specs & Features ; Towing Capacity, 10,000 lbs. ; **Curb Weight, 5,588 lbs.** ; Basic Warranty, 3 yr./ 36,000 mi.

People also search for

Ford f350 2001 box truck weigh



2001 F350 **weight**



F350 2001 box truck weigh in **pounds**



2001 F350 **7.3 payload capacity**



F350 2001 box truck weigh in **kg**



Ford f350 **weight kg**



2001 Ford F-350 engine 7.3L V8 **Diesel**



2001 F350 **Crew Cab long bed weight**



1 2 3 4 5 6 7 8 9 10

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ITEM 7.B

Amendment No. 1 to Task Order No. 3 for Professional Service Agreement with AVCON, Inc.

Request

Request approval of Amendment No. 1 to Task Order No. 3 for a professional service agreement (Contract #20230139) between the City of Kissimmee and AVCON, Inc., that was executed on February 7, 2023, for an Environmental Assessment for the Taxiway Delta Extension Project for technical engineering design services in the amount of \$158,180.00.

Explanation

AVCON is conducting an FAA-required environmental assessment for the Taxiway Delta Extension Project. Since the project was first initiated, the biological resources action area (species evaluation coverage area) and associated species list have changed with refinements to the project study area. An updated U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species list, prepared for the refined action area, identifies federally listed species and migratory birds that may occur within the portion of the former golf course area with tree cover and potential roosting habitat. Based on recent coordination with the FAA and USFWS, additional species evaluations, including species-specific field survey efforts within required seasonal windows, are required to support the documented CATEX.

The focused environmental assessment is required to be eligible for future federal and state funding for design and construction. The work will be prepared in accordance with Federal Aviation Administration Order 505.4B and the National Environmental Policy Act (NEPA).

The professional service agreement between the City of Kissimmee and AVCON, Inc., was executed on February 7, 2023, for engineering design and permitting services.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	TWY D-EA	Increase	31,636.00	31,636.00
47000334-334410	TWY D-EA	Increase	126,544.00	126,544.00

Financial Summary:

The additional cost for the Environmental Assessment project cost is \$158,180.00 with participation of the Florida Department of Transportation (FDOT) 80% (\$126,544.00) and local match (Airport) of 20% (\$31,636.00).

Recommendation

Approval of Amendment No. 1 to Task Order No. 3 for a professional service agreement between the City of Kissimmee and AVCON, Inc., that was executed on February 7, 2023, for an Environmental

City of Kissimmee

Assessment for the Taxiway Delta Extension Project for technical engineering design services in the amount of \$158,180.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) SUPPLEMENTAL AGREEMENT NO. 1 TO TASK ORDER NO. 3



SUPPLEMENTAL AGREEMENT NO. 1 TO TASK ORDER NO. 3 (AMENDMENT 1)
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is an AMENDMENT entered into, effective this _____ day of _____ 20____, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7 , 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical biological assessment and planning services in connection with Attachment A as follows:

**DOCUMENTED CATEGORICAL EXCLUSION BIOLOGICAL ASSESSMENT – SELECTED SPECIES
EVALUATIONS – TAXIWAY DELTA EXTENSION**

Also known as the **PROJECT**. All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this AMENDMENT is One Hundred Fifty-Eight Thousand One Hundred Eighty Dollars and Zero Cents **\$158,180.00** as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately \$12 to \$20M, to be completed later under separate federal design and construction grants. The services detailed below are required by the FAA for evaluation of biological and environmental impacts by the proposed construction project. The SPONSOR project representative and **AVCON** shall jointly determine interim production and review milestones.



This AMENDMENT NO 1 (SUPPLEMENTAL AGREEMENT) TO TASK ORDER NO. 3 and all referenced attachments (ATTACHMENT A) shall constitute the complete work order supplement for this assignment.

Client Concurrence :

Consultant Concurrence :

CITY OF KISSIMMEE

AVCON, INC.

By: _____
Authorized Signature

By: Sandeep Singh
Authorized Signature

Honorable Jackie Espinosa

Sandeep Singh, P.E.

Mayor - Commissioner

President

Date: _____

Date: 03/25/26

ATTEST

MARILIA PEREIRA
ATTEST

Date: _____

Date: 03/25/26

Approved as to form and legality

City Attorney

Date



ATTACHMENT A

Amendment No. 1 - Scope of Services for a Documented Categorical Exclusion and Supporting Species Evaluations for the Taxiway D Extension at Kissimmee Gateway Airport

Date: February 12, 2026

To: Mr. Shaun Germolus, A.A.E.
Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, Florida 34741

This Amendment No. 1 revises and supplements Task Order No. 3 for the Taxiway D Extension environmental documentation at Kissimmee Gateway Airport (ISM), which was fully executed on March 20, 2024. Following changes in Federal Aviation Administration (FAA) staffing and subsequent refinements to the proposed action and project study area, the FAA has advised that the Proposed Action may be evaluated as a documented Categorical Exclusion (CATEX) record rather than a focused Environmental Assessment (EA). Since the project was first initiated, the biological resources action area (species evaluation coverage area) and associated species list have changed with refinements to the project study area. An updated U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species list prepared for the refined action area identifies federally listed species and migratory birds that may occur within the portion of the former golf course area that contains tree cover and potential roosting habitat. Based on recent coordination with the FAA and USFWS, additional species evaluations, including species specific field survey efforts within required seasonal windows, are required to support the documented CATEX.

This amendment adds the additional work tasks described below. Funding is being requested from the Florida Department of Transportation (FDOT) to support completion of these additional tasks and the remaining environmental documentation for the Taxiway D Extension documented CATEX. No permitting is included under this amendment; permitting (if required) would be addressed during subsequent design and permitting phases.

Project Purpose and Need Summary

The proposed Taxiway D Extension will provide a full-length parallel taxiway on the west side of Runway 15-33 and is needed to enhance airfield safety and efficiency at ISM. Under existing conditions, aircraft landing on Runway 15 and taxiing to the northwest side of the airport, and aircraft taxiing from the northwest side of the airport to depart Runway 33, must cross both runways. In some operating scenarios, the Airport Traffic Control Tower (ATCT) also routes aircraft on Runway 6-24 for taxiing when Runway 15-33 is active, which introduces an elevated operational safety risk.

The Taxiway D Extension will reduce runway crossings, improve aircraft circulation, and support planned aviation development opportunities in the southwest quadrant of the airport, including areas within the former golf course property that is no longer in use. The proposed improvements are intended to function as a safety enhancing project, a standards project, and a capacity project by improving aircraft movement areas, reducing the time aircraft occupy runway pavement, and supporting the airport's role as a General Aviation reliever facility serving the Greater Orlando region.

The improvement will also support instrument flight procedures during low visibility conditions by reducing reliance on runway crossings and runway occupancy. By providing a continuous parallel taxiway connection and improved access to the west side of Runway 15-33, the project will enhance operational flexibility and reduce delays during peak periods.

Task 1 – Project Management and Agency Coordination

AVCON will provide project management and coordination necessary to complete the documented CATEX and associated technical documentation. This task includes:

- Coordinate with the Sponsor, the FAA Orlando Airports District Office (ADO), and the USFWS regarding study area assumptions, action area, and required documentation.
- Update the project study area mapping and confirm the construction footprint, staging areas, and any reasonable construction scenario assumptions to be used for effects determinations.
- Request and document updated IPaC resources and species lists as needed to support the biological resources evaluation.
- Coordinate subconsultant technical studies and incorporate results into the documented CATEX package.
- Provide meeting preparation, meeting minutes (as applicable), schedule tracking, invoicing support, and status updates.

Task 2 – Documented CATEX Preparation

AVCON will prepare the documented CATEX record and supporting documentation for FAA review and approval. This task includes:

- Prepare the CATEX documentation package consistent with FAA Order 1050.1G and the FAA 1050.1 Desk Reference, including the CATEX worksheet/record and required attachments.
- Update the Proposed Action description, purpose and need, and identify connected actions and relevant construction elements (e.g., lighting, signs, markings, grading, and drainage) necessary for the CATEX record.
- Screen extraordinary circumstances and impact categories to document that the Proposed Action meets the criteria for a documented CATEX.
- Prepare and compile technical appendices (including biological resources and wetlands documentation) and supporting figures/Geographic Information System (GIS) exhibits suitable for FAA review.
- Respond to FAA and Sponsor review comments and provide up to two (2) revision cycles for the documented CATEX package.

Task 3 – Biological Resources Technical Studies

Young Bear Environmental Consulting (Young Bear), as AVCON's subconsultant, will work in conjunction with AVCON to complete the additional biological resources and wetlands technical studies required by the FAA and confirmed through coordination with the USFWS to support the documented CATEX record. Services include the following tasks and subtasks:

Task 3.1 – Biological Assessment – Desktop Review

Conduct a desktop review to support an updated Biological Assessment (BA) for the refined action area, including review of the updated IPaC species list, recent aerial imagery and land cover, available occurrence and critical habitat information, and applicable FAA/USFWS guidance for Endangered Species Act Section 7 compliance. Summarize the desktop findings to inform field survey needs and BA effect determinations.

Task 3.2 – Florida Bonneted Bat (FBB) General Survey

Conduct a Florida Bonneted Bat *General Survey* within the refined action area, including reconnaissance of potential roost/cavity habitat in trees and structures, documentation of suitable habitat features, and other observations consistent with current agency guidance. Survey timing and effort will be coordinated through AVCON based on the latest direction from the FAA and USFWS.

The General Survey is required to determine the final detection survey type – Emergence or Acoustic. The General Survey shall be submitted to the USFWS FBB Recovery Biologist to confirm the appropriate detection survey. Upon confirmation, Young Bear will coordinate with AVCON for alignment with FAA/USFWS direction prior to implementing changes.

Task 3.3 – Crested Caracara Survey/Observations

Conduct Crested Caracara survey observations within the required seasonal window and observation frequency for the project vicinity, consistent with coordination direction from the USFWS. This task includes field visits, documentation of habitat and observed activity, and preparation of supporting field notes suitable for inclusion in the BA documentation.

Task 3.4 – Everglades Snail Kite Survey/Observations

Conduct Everglades Snail Kite survey observations at the effort level confirmed as appropriate for this project through coordination with the USFWS. This task includes targeted field reconnaissance, documentation of findings, and incorporation of results into the BA effect analysis.

Task 3.5 – Southeastern American Kestrel Survey/Observations

Conduct Southeastern American Kestrel survey observations within the action area and immediate vicinity as appropriate for the season and habitat conditions. Document observed activity and habitat suitability and incorporate results into the BA effect determinations.

Task 3.6 – Florida Sandhill Crane Survey/Observations

Conduct Florida Sandhill Crane survey observations focused on suitable habitat areas within and adjacent to the refined action area. Document findings and incorporate results into the BA effect analysis and recommended avoidance/minimization measures, as applicable.

Task 3.7 – Gopher Tortoise Survey/Observations

Conduct a Gopher Tortoise survey of suitable upland habitat areas within the action area, including identification and documentation of burrows and other sign (as applicable), and provide recommendations for avoidance and minimization consistent with applicable agency guidance.

Task 3.8 – Biological Assessment Report

Prepare the BA report summarizing methods, desktop findings, field observations, effect determinations, and recommended avoidance/minimization measures suitable for inclusion as an appendix to the documented CATEX.

Task 3.9 – Meetings and Coordination

Participate in meetings and coordination calls (as needed) with AVCON, the Sponsor, the FAA, and the USFWS to confirm species evaluation requirements, discuss field findings, and support development of the documented CATEX and BA documentation.

Task 4 – Wetland Flagging, Assessment, and Jurisdictional Coordination

Conduct wetland flagging and assessment within the project study area to confirm the presence/absence and general extent of wetlands and other surface waters potentially affected by the Proposed Action. The effort will include field identification of wetland indicators, flagging of observed wetland boundaries (as applicable), and preparation of mapping and a brief technical memorandum suitable for inclusion in the documented CATEX. As needed to support the documented CATEX record and to clarify potential waters of the United States (WOTUS) features, Young Bear will support coordination (through AVCON and the FAA) with the U.S. Army Corps of Engineers (USACE) to confirm jurisdictional status and the anticipated permitting pathway (e.g., whether a preliminary or approved jurisdictional determination is appropriate). This task does not include preparation of permit applications or agency processing fees.

If wetlands or other jurisdictional waters are identified within or adjacent to the Proposed Action footprint, Young Bear and AVCON will provide avoidance and minimization recommendations (e.g., alignment refinements, limits of disturbance, protective buffers, and construction best management practices) and identify potential compensatory mitigation strategies if impacts cannot be avoided (e.g., mitigation bank credits or permittee-responsible mitigation), for consideration during subsequent design and permitting.

Task 5 – Deliverables

Deliverables under this amendment are anticipated to include:

- Documented CATEX record and supporting package (draft and final), including required FAA forms/worksheets, extraordinary circumstances screening, and supporting technical appendices.
- BA technical appendix/report documenting the updated IPaC species list review, desktop analyses, field methods and results, effect determinations, and recommended avoidance/minimization measures.

- Species survey documentation for each species evaluated (field forms/notes, observation logs, mapped observation locations, and summary of results) suitable for FAA/USFWS review and inclusion in the CATEX record.
- Wetland flagging and assessment technical memorandum and mapping exhibits suitable for CATEX support (including flagged wetland boundary mapping where applicable).
- Updated GIS figures (study area/action area mapping, habitat/resource mapping, and wetland/surface water mapping) and supporting geospatial data as needed for agency review.
- Meeting minutes and coordination summaries (as applicable) documenting coordination with FAA and USFWS.

Preliminary Schedule

From the Notice to Proceed (NTP), it is anticipated that it will take approximately **11** months to complete the documented CATEX. Please note that this timeframe can vary greatly based on regulatory agency reviews.

Fee Estimate

The lump sum fee for this effort is **\$158,180.00** and a detailed breakdown is provided at the end of this document.

Amendment No. 1 - Documented CATEX for the Taxiway D Extension - Consultant Hour and Fee Estimate

LABOR CATEGORY (LO):		TOTAL HOURS					STAFF BUDGET	AVCON EXPENSES	TOTAL AVCON BUDGET	SUBS	TOTAL PROJECT
		Project Manager	Senior Planner/ Env.	Sr. Tech/ Designer	Admin	TOTAL					
Task		RATE	\$285.00	\$235.00	\$115.00	\$85.00				Young Bear	
Task 1	Project Management and Agency Coordination		4	24			28	\$ 6,780.00	\$ 6,780.00		\$ 6,780.00
Task 2	Documented CATEX Preparation		4	50	30	6	90	\$ 16,850.00	\$ 16,850.00		\$ 16,850.00
Task 3	Biological Resources Technical Studies		4	88	10		102	\$ 22,970.00	\$ -	\$ 87,000.00	\$ 109,970.00
3.1	Biological Assessment - Desktop Review			8	2		10	\$ 2,110.00		\$ 5,500.00	\$ 7,610.00
3.2	Florida Bonneted Bat (FBB) General Survey			4			4	\$ 940.00		\$ 5,000.00	\$ 5,940.00
3.3	Crested Caracara Survey/Observations			4			4	\$ 940.00		\$ 45,000.00	\$ 45,940.00
3.4	Everglades Snail Kite Survey/Observations			4			4	\$ 940.00		\$ 5,000.00	\$ 5,940.00
3.5	Southeastern American Kestrel Survey/Observations			4			4	\$ 940.00		\$ 5,000.00	\$ 5,940.00
3.6	Florida Sandhill Crane Survey/Observations			4			4	\$ 940.00		\$ 5,940.00	\$ 5,940.00
3.7	Gopher Tortoise Survey/Observations			4	8		4	\$ 940.00		\$ 2,000.00	\$ 2,940.00
3.8	Biological Assessment Report			40			48	\$ 10,320.00	\$ 10,320.00	\$ 12,500.00	\$ 22,820.00
3.9	Meetings and Coordination		4	16			20	\$ 4,900.00	\$ 4,900.00	\$ 2,000.00	\$ 6,900.00
Task 4	Wetland Flagging, Assessment, and Jurisdictional Coordination		2	10	8		20	\$ 3,840.00	\$ 3,840.00	\$ 8,000.00	\$ 11,840.00
Task 5	Deliverables		2	40	8	10	60	\$ 11,740.00	\$ 1,000.00		\$ 12,740.00
TOTAL PROJECT SUMMARY											
			16	212	56	16	300	\$ 62,180.00	\$ 1,000.00	\$ 95,000.00	\$ 158,180.00

ITEM 7.C

Resolution Amending the City's Qualification Procedures

Request

Approval of the amended resolution to clarify responsibilities and include an additional acknowledgement from candidates.

Explanation

Due to a recent amendment to the City's contract with the Osceola County Supervisor of Elections, the City is proposing revisions to the qualifying resolution. These changes are intended to clarify the roles of the Supervisor of Elections as the Financial Filing Officer and the City Clerk as the ministerial Qualifying Officer. Additionally, the amendment includes a minor update requiring candidates to sign an additional affidavit affirming, under oath, that they have received all qualifying materials in accordance with Florida Statutes and City procedures.

Recommendation

Approval of the amended resolution

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager

Presenter:

Attachment(s):

1. (S) - Resolution Amending Qualification Procedures; Defining Roles of Officers and Adding a Qualification Packet Affidavit
2. Affidavit of Candidate Receipt of Qualifying Packet (2026) wcm edits

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KISSIMMEE, FLORIDA AMENDING THE
CITY COMMISSION CANDIDATE QUALIFYING
PROCEDURES, DEFINING THE ROLES OF THE
FINANCIAL FILING OFFICER AND QUALIFYING
OFFICER; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, City of Kissimmee Charter, Article II, Administration, Chapter 2, City Commissioners, Section 7, titled “Candidates to Announce and Qualify for Particular Office; Deadline for Qualification; Method of Qualifying; Majority Vote Required for Election; Conduct of Election; When Candidates Take Office.” Provides as follows:

Each candidate for the office of City Commission and Mayor-Commissioner shall announce and qualify specifically for the particular seat by number for which he is a candidate, as provided by ordinance. (A candidate shall qualify as set forth by resolution of the City Commission.) The candidate receiving the majority of the votes cast shall be elected to that office. Each election shall be conducted as are now and hereafter provided by law. A candidate receiving a majority of votes in the general election shall take office at the City Commission meeting following the formal certification of the election results. In the event that no candidate receives the majority of the votes cast at the election, then a runoff election, as provided in Article III, Chapter I, Section 1, shall be held with the two candidates receiving the highest number of votes. In the general election, the winning candidate may be sworn in and take office at the same City Commission meeting when the results are certified. A candidate shall qualify in accordance with Florida Statutes Sections 99.093 or as otherwise set forth by resolution of the City Commission.

WHEREAS, City of Kissimmee Charter Article II, Administration, Chapter 2, City Commissioners, Section 8, “Judge of Qualifications and Election of Members; Removal of Members” provides as follows:

Any qualified elector of the City, who shall have been a resident of the City for twelve (12) months immediately prior to registering for the office. The City Commission shall be the sole Judge of Elections, Returns and Qualifications of it’s own Members.

WHEREAS, the City Charter requires individuals who stand for election for the office of Commissioner or Mayor-Commissioner to physically reside within the City for a period of twelve (12) months prior to qualifying; and

WHEREAS, the City Commission is authorized by the City Charter to set the method for qualification as a candidate for City Commission; and

WHEREAS, since the City Commission is the sole judge of the qualification of a candidate for City Commission, the City Clerk may only administer and City Attorney's Office may only interpret the relevant rules set out in State Statute, the City's Charter and Code, and any valid Resolutions, and may not qualify any candidate; and

WHEREAS, in Resolution 06-2026, the City of Commission adopted updated Qualification Procedures for City Elections; and

WHEREAS, following the adoption of Resolution 06-2026, the City executed a new Municipal Elections Agreement for Election Services (hereinafter "Municipal Elections Agreement") with the Osceola County Supervisor of Elections (hereinafter ("SOE")), which modified the responsibilities of the SOE and the City with regard to municipal elections; and

WHEREAS, the City Commission seeks to incorporate these modified responsibilities into this Resolution; and

WHEREAS, in summary, the new Municipal Elections Agreement requires the SOE to serve as the Financial Filing Officer for City Elections, the City Commission remains the sole judge of qualifications of its own members, and the City Clerk fulfills the ministerial role of Qualifying Officer as defined in Chapters 97 through 106, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of the City of Kissimmee, Florida, a Florida Municipal corporation, that:

Section 1. Recitals: The foregoing recitals are true, correct legislative findings incorporated by reference.

Section 2. Determination of Eligibility: The City Commission shall be the final authority in determining whether a candidate has satisfied the qualification requirements for the office of City Commission or Mayor-Commissioner, including the sufficiency, credibility, and weight of any documentation submitted in support of residency or other eligibility requirements.

The City Clerk or their designee shall accept and review qualifying materials for completeness and administrative compliance with this Resolution; however, such review is ministerial in nature and does not constitute a determination of eligibility.

Section 3. Qualification Period: The candidate qualifying period for the office of City Commission and Mayor-Commissioner shall occur during the same dates and

times as the candidate qualifying period established each year by the State of Florida for municipal elections.

In the event of a special election, the qualifying period shall be established by resolution of the City Commission for that election. The opening and closing dates and times of a qualifying period for a special election shall be published by the City Clerk.

The City Clerk or their designee shall only accept and review qualifying materials during the qualifying period

- Section 4. Supervisor of Elections Pre-Qualification: Any individual seeking to qualify for City Commission or Mayor-Commissioner must meet all financial filing requirements with the Osceola County Supervisor of Elections Office prior to the close of the qualification period but before qualifying with the City Clerk.
- Section 5. In-Person Qualification: An individual seeking to qualify as a candidate for City Commission or Mayor-Commissioner must appear in person before the City Clerk or their designee to complete the City qualification process prior to the close of the qualification period, except individuals who are members of the uniformed services who, by reason of active duty or service are absent from the United States during the qualification period. A third party, including but not limited to a representative, family member, or campaign staff member, may not complete the qualification process on behalf of an individual seeking to qualify as a candidate unless the third party is completing the qualification process on behalf of an individual who is a member of the uniformed services and is absent from the United States by reason of active duty or service during the qualification period. An individual seeking to qualify as a candidate who fails to appear in person before the City Clerk or their designee to complete the qualification process prior to the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.
- Section 6. Proof of Identification: Before the deadline to qualify as a candidate for City Commission or Mayor-Commissioner, an individual seeking to qualify as a candidate must present a valid, unexpired, government-issued photo identification such as a Florida Driver's License, State Identification Card, or U.S. Passport to the City Clerk or their designee to verify the individual's identity. Copies of government-issued identification will not be accepted except for individuals who are members of the uniformed services who, by reason of active duty or service are absent from the United States during the qualification period; the original document is required. Government-issued photo identification is used solely to confirm identity and does not establish residency. An individual who does not provide an original, valid, un-expired, government-issued identification to the City Clerk or their designee prior to the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined

by the City Commission.

Section 7. Affidavit: At the time of submitting qualifying paperwork for City Commission, individuals seeking candidacy shall be required to sign an Affidavit of City Residency and a Receipt of Qualification Packet Affidavit.

The Affidavit of City Residency affirms, under oath, the candidate's primary permanent, and full-time residence and domicile:

- a. Is within the City limits, and
- b. Has been continuously within the City limits for twelve (12) months immediately preceding the close of the qualification period.

Additionally, the Affidavit of City Residency shall require the individual to affirm their intent to maintain a primary and permanent residence and domicile within the City limits during the election and during their term of office should they be elected. The Affidavit of City Residency shall be accompanied by the proof of residency documentation described in Section 10. Individuals who fail to submit the affidavit and required proof of residency documentation to the City Clerk or their designee by the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

The Receipt of Qualification Packet Affidavit affirms, under oath, the candidate has received and reviewed the provided qualification materials required by Florida statute and the City.

Section 8. Definition of City Residency: For the purpose of candidate qualification, "residency" means the candidate's primary, permanent, and full-time residence and domicile within the City Limits of the City of Kissimmee. Residency requires the actual presence within the City and the intent to make such location the candidate's fixed and principal home.

A person may only have one primary, permanent and full-time residence and domicile at a time. Ownership of property, a mailing address, or the maintenance of a secondary residence within the City, without actual primary domicile and intent to remain, shall not by itself establish residency.

In determining residency, the City Commission may consider the totality of the circumstances, including but not limited to the documentation submitted pursuant to this Resolution and any other evidence presented at a hearing before the Commission.

Section 9. Residency Timeframe Definition: For the purposes of determining eligibility, the required (12) month period of residency shall mean the twelve (12) consecutive months immediately preceding the close of the candidate qualifying period. Documentation submitted to demonstrate residency must collectively establish

continuous primary residence within the City Limits throughout the twelve-month period.

Section 10. Proof of Residency Documentation: An individual seeking to qualify as a candidate for City Commission or Mayor-Commissioner must prior to the close of the qualification period submit a minimum of three (3) documents listed in sections (a) through (h) demonstrating continuous primary, permanent, and full-time residence and domicile within the City Limits for at least twelve (12) consecutive months immediately preceding the close of the qualification period. Each document must be from a different category. Multiple documents from the same category shall count as only (1) document toward the minimum requirement.

Individuals unable to provide at least three (3) documents listed in sections (a) through (h) may submit a Joint Candidate Affidavit of Domicile and one (1) of the document types listed in section (i) prior to the close of the qualification period for consideration by the City Commission.

- a. A voter registration card identifying the individual seeking candidacy as residing within the City Limits for a period of no less than twelve months prior to date of qualification as a candidate; or
- b. Proof of homestead exemption for residential real property within the City Limits, which lists the individual the property's owner or co-owner; or
- c. Mortgage statements for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period, property tax records, or a legal instrument of title showing ownership of residential real property within the City Limits for no less than twelve (12) months prior to qualifying; or
- d. A legal instrument for possession of residential real property, such as a lease, which shows the individual as an occupant or tenant of the real property, with the commencement of the lease being twelve months prior to qualification coupled with rental receipts for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- e. Monthly water, electrical, natural gas, or home internet service bills showing the individual's name and a residential real property address within the City Limits for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- f. Homeowners or Renter's Insurance Policy for a residential real property address within the City Limits listing the individual as a policyholder, which was in effect for the full twelve (12) month period; or

- g. Proof of Vehicle Registration or a Vehicle Insurance Policy listing the individual as an owner or policyholder at a residential real property within the City Limits as the individual's mailing address which is effective for the full twelve (12) month period; or
- h. Public Assistance Records, including SNAP (Supplemental Nutrition Assistance Program), TANF, Medicaid, or Housing Assistance (Section 8) documentation listing the individual's name as recipient and a residential real property within the City Limits as the individual's mailing address for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- i. Bank or credit card statements, employer payroll or tax records, medical billing or insurance Explanation of Benefits, Social Security Benefit Statement or annual benefit letter, or Internal Revenue Service (IRS) Tax Return Transcript/Account Transcript or IRS Notice of Address Confirmation or Change form listing the candidate's name and the domicile address for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period.

Section 11. Disqualification: The City Commission may verify or direct staff to validate the authenticity of any documentation submitted with any outside agency and may conduct independent research with regard to an individual's residency status.

Candidates who fail to comply with this Resolution by the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

City Commissioners may consider evidence that refutes an individual's eligibility or affirmation of residency within the City Limits. Such evidence includes but is not limited to the following:

- a. Evidence of ownership of residential real property outside the City limits where a homestead tax exemption has been filed in the preceding year; or
- b. Evidence of the individual seeking candidacy voting in a precinct outside of the City Limits in any election within the twelve (12) months prior to qualification date; or
- c. Evidence that the address listed on the vehicle registration for the individual seeking candidacy is located outside the City Limits; or
- d. Evidence that the individual maintained a primary domicile or primary residence outside of the City during the required twelve-month period.

Section 12. Resolution 06-2026 is hereby repealed and replaced with this Resolution.

Section 13. This resolution shall take effect immediately upon its passage.

DONE AND RESOLVED this _____ day of _____, 2026.

CITY OF KISSIMMEE, FLORIDA

By: _____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

By: _____
Tameara Crespo, City Clerk



RECEIPT OF QUALIFICATION PACKET AFFIDAVIT

I, _____ (“Candidate”), hereby affirm, under penalty of perjury, that I have received the official Candidate Election Qualifying Packet provided by the City of Kissimmee.

I further acknowledge and attest that this packet includes but is not limited to all qualification documentation and courtesy informational materials pursuant to Florida Statutes Chapter 99 and 106, applicable City Code provisions, and relevant City Resolutions governing candidate qualifications, elections, and campaign conduct.

By signing below, I certify that I have received, reviewed, and understand that the packet includes the following materials:

- Qualification Forms and documentation outlined in Florida Statutes Chapter 99 and 106
- Qualification Forms and documentation outlined in the City’s Qualifying Resolution
- Access to review Florida Statute Chapter 106
- Notice of Logic and Accuracy (“L&A”) Testing
- Form 1 Financial Disclosures Instructions
- City Charter and Code Provisions Applicable to Candidates
- City Lottery Invitation and Procedures
- Political Sign Placement Regulations
- Guidance on Finding and Following Public Meetings
- Additional Important Contacts for External Resources and Questions

I understand that I am solely responsibly for complying with all applicable laws, rules, deadlines, and filing requirements, and that failure to do so may result in penalties, disqualification, or other legal consequences. I acknowledge that I have had the opportunity to ask questions and accept full responsibility for my compliance. I further understand that the City Clerk serves only as a ministerial intake officer, reviewing documents for completeness on their face, and does not verify accuracy, determine legal sufficiency, interpret election laws, or provide legal advice or guidance on complete qualifying forms.

I acknowledge that this affidavit is given pursuant to the Florida Statutes Section 104.011 and that any person who falsely swears or affirms any oath or affirmation in connection with or arising out of election or qualification for City Commission commits a felony of the third degree punishable as provided in §§775.082, 775.083, or 775.084, Fla. Stat.

FURTHER AFFIANT SAYETH NAUGHT.

Signature: _____

Print: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ who is ☐ personally known or ☐ produced the following identification: _____.

Seal:

Signature of Notary Public

ITEM 7.D

Resolution to Accept Grant Funding Amendment No. 1 from Florida Department of Transportation for Taxiway Delta Environment Assessment

Request

Request approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) Amendment No. 1 from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at the Kissimmee Gateway Airport in the amount of \$126,544 (Grant #Twy D-EA).

Explanation

FDOT is offering a grant of \$126,544.00 to amend the previous grant to fund an environmental assessment for the Taxiway Delta Extension Project. Since the project was first initiated, the biological resources action area (species evaluation coverage area) and associated species list have changed with refinements to the project study area.

An updated U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species list, prepared for the refined action area, identifies federally listed species and migratory birds that may occur within the portion of the former golf course area with tree cover and potential roosting habitat. Based on recent coordination with the FAA and USFWS, additional species evaluations, including species-specific field survey efforts within required seasonal windows, are required to support the documented CATEX.

The focused environmental assessment is required to be eligible for future federal and state funding for design and construction. The work will be prepared in accordance with Federal Aviation Administration Order 505.4B and the National Environmental Policy Act (NEPA).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	Twy D-EA	Decrease	31,636.00	31,636.00
47000334-334410	Twy D-EA	Increase	126,544.00	126,544.00

Financial Summary:

Florida Department of Transportation (FDOT) (80%), and the Kissimmee Gateway Airport (20%). The total project amount is \$265,685.00, with each agency funding the following amounts:

FDOT – PTGA (FM # 454476-1-94-01)	\$86,004.00
Airport – AP2400	\$21,501.00
FDOT – PTGA Amendment No. 1	\$126,544.00
Airport – Airport Reserves	\$31,636.00

City of Kissimmee

Recommendation

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) Amendment No. 1 from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at the Kissimmee Gateway Airport in the amount of \$126,544.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Resolution PTGA Amendment No. 1 for Taxiway Delta Environmental Assessment
2. (S) Amendment No. 1 PTGA to Sponsor 454476-1-94-01 (G2V79) CATEX for Twy Delta at ISM

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for Taxiway Delta Environmental Assessment at Kissimmee Gateway Airport.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in amending the funding of this program, and

WHEREAS, it is necessary for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department on March 26, 2024, to fund technical engineering design services, and,

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 454476-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 21st Day of April 2026.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 454476-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719	
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Object Code: 751000	
			Org. Code: 55052000531	
Contract Number: G2V79	Federal Award Date:		Vendor Number: VF596000348026	
CFDA Number: N/A	SAM/UEI Number:		Amendment No.: 1	
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Kissimmee, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 3/26/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Add scope to include the categorical exclusion biological assessment - selected species evaluation - Taxiway delta extension.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
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OGC 10/25

- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$158,180 bringing the revised total cost of the project to \$265,685.

The Department's participation is X increased/ ___ decreased by \$126,544. The Department agrees to participate in the Project cost up to the maximum amount of \$212,548, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
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DEVELOPMENT
OGC 01/26

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The categorical exclusion biological assessment for selected species evaluation for Taxiway delta extension.

B. Project Location (limits, city, county): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to complete the environmental assessment in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions, and other federal and state requirements. The Sponsor will comply with Aviation Program Assurances.

Provide technical biological assessment and planning services in connection with Attachment A in the scope of services provided by AVCON, Inc. dated February 12, 2026. Based on recent coordination with the FAA and USFWS, additional species evaluations, including species specific field survey efforts within required seasonal windows, are required to support the documented CATEX.

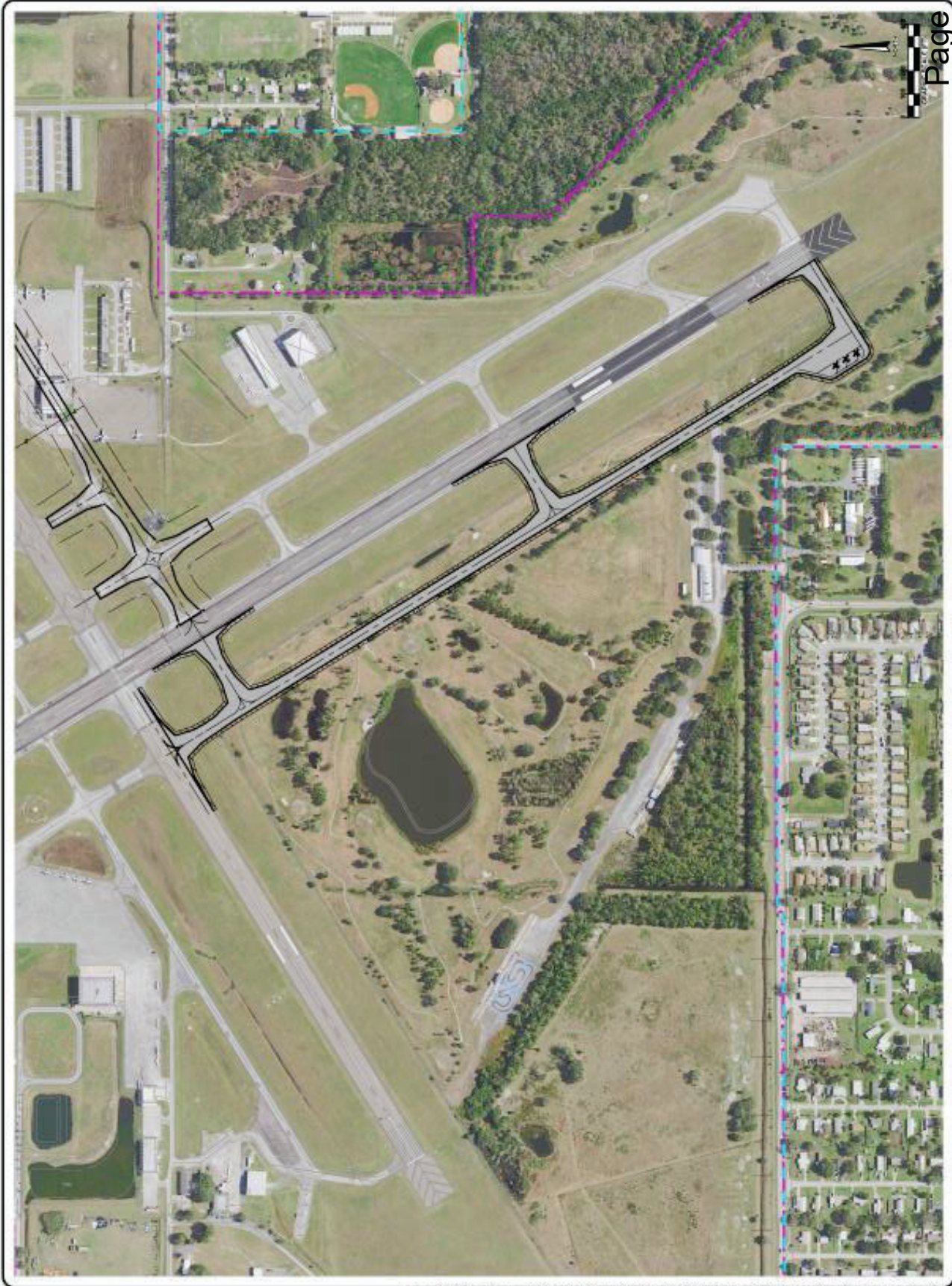
D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA

AVCON, INC.
10000 W. US HWY 19, SUITE 100, WEST PALM BEACH, FL 33411
TEL: 561.833.1111 FAX: 561.833.1112
WWW.AVCONINC.COM

Professional Seal

TAXIWAY DELTA

KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA

TAXIWAY DELTA EXTENSION
EXHIBIT 1

DESIGNED BY: DES
DRAWN BY: DWN
CHECKED BY: CKD
APPROVED BY: SS
DATE: MAY, 2020

FOOTING NO.
FAA AIP NO.
AVCON PROJECT NO.: 2003.161.00
CADD: 2016160_TW_DELTA

DRAWING
EXHIBIT 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
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OGC 01/26

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454476-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$86,004.00
454476-1-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$126,544.00
454476-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$21,501.00
454476-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$31,636.00
Total Financial Assistance							\$265,685.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$212,548.00	\$53,137.00	\$0.00	\$265,685.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$212,548.00	\$53,137.00	\$0.00	\$265,685.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
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Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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OGC 01/26

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$212,548

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

ITEM 7.E

Award of Florida Digital Services Technology Grant

Request

Request approval for the City Manager to accept the award of a Florida Digital Services Technology Grant (#CyberSec26) from the State of Florida.

Explanation

The City applied for and was awarded the technology grant by the Florida Digital Services Department of the State of Florida. Because the timeline is very short, we request that the City Manager have approval to execute the contract once approved by the City Attorney's office.

Recommendation

Accept the Florida Digital Services Technology Grant from the State of Florida and authorize the City Manager to execute any documents needed in connection with the grant award.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

None

ITEM 7.F

Playground Safety Surface at Kissimmee Lakefront Park

Request

Request approval to purchase and install pour-in-place (PIP) rubber surfacing from Playpower Inc., for the Kissimmee Lakefront Park playground, utilizing Sourcewell contract #101625-PLP and authorize City contract #20260197 for \$120,000.

Explanation

The Parks and Recreation Department is requesting Commission approval to purchase pour-in-place (PIP) rubber safety surfacing from Playpower Inc. This is a replacement of the existing mulch safety surfacing at Kissimmee Lakefront Park Veterans Lawn playground. The purchase is through Sourcewell Contract #101625-PLP, which has been verified by the City's Procurement Division.

This project is the final phase of the Land & Water Conservation Fund grant received for the Lakefront Park Veterans Lawn. The other projects completed under project LW756 were the refurbishment of the Veterans Lawn fishing pier and the installation of a shade canopy over the Veterans Lawn stage. Once the pour-in-place is completed, the City can close out the Land & Water Conservation grant and submit it for reimbursement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15150206-506393	LWCF756	Decrease	\$121,132	\$120,000

Financial Summary:

The project will be funded from the balance of the Land & Water Conservation Grant, project LWCF756 which we will amend the project accordingly to string 3.

Recommendation

Approve the purchase and installation of pour-in-place (PIP) rubber surfacing from Playpower Inc. for the Kissimmee Lakefront Park playground under Sourcewell contract #101625-PLP in the amount of \$120,000; and authorize the City Manager to sign any related documents or amendments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. (S) Playpower Addendum Lakefront Park

**PARTICIPATING ENTITY ADDENDUM TO SOURCEWELL CONTRACT # 101625-
PLP PLAYPOWER, INC. (HEREINAFTER "VENDOR") AND VENDOR'S
STATEMENT OF WORK AND FUTURE PURCHASES UTILIZING SOURCEWELL
CONTRACT # 101625 (HEREINAFTER "PARTICIPATING ENTITY ADDENDUM")**

WITNESSETH

WHEREAS, WHEREAS, the City of Kissimmee (hereinafter the "City") requires park playground surface materials and installation as further detailed in the Vendor's Quote (hereinafter the "Quote"), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Pursuant to the City's Purchasing Manual, the City shall "have the authority to purchase directly from Federal, State, County, School Board, or Utility Authority contractors or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP # 101625-PLP Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a "Participating Entity", awarded the bid to Vendor and subsequently entered into Contract Number 101625, which is a cooperative purchasing agreement, (hereinafter referred to as "Master Agreement," which is incorporated herein by reference);

WHEREAS, Article 1, Section 3 of the Master Agreement states, "Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies;" and

WHEREAS, Article 3, Section 8 of the Master Agreement states, "Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity;" and

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

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

WHEREAS, City anticipates making additional purchases utilizing Sourcewell Contract Number 101625 from Vendor and City and Vendor intend for this Participating Entity Agreement to govern all future purchases made pursuant to the Master Agreement; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, Exhibit A (Vendor's Quote), Exhibit B (the Human

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

Upon execution of this Agreement, all references made to "Participating Entity" and, in Article II Sections 11 through 14, 16, 17, and 21 through 24, all references made to "Sourcewell" in the Master Agreement will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Vendor" and "Supplier" in the Master Agreement will be interpreted as pertaining to Vendor, all references made to the "Parties" in the Master Agreement will be interpreted as pertaining to City and Vendor, and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" appears, it will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners," wherever the words "Vendor" or "Supplier" appear, it will be read as "Vendor," and wherever the word "parties" appears, it will be read as "City" and "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution and continue through December 17, 2029, the date of expiration of the initial term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.
4. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.
5. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
6. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.
7. **NOTICE AND CUSTOMER CONTACT.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Matt Libby Assistant Director Parks & Recreation Department 101 Church Street Kissimmee, FL 34741
--

Additionally, the person named above serves as the Customer Contact for purposes of this Contract.

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
9. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
10. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

11. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
12. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
13. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

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

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.
- c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

14. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
15. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

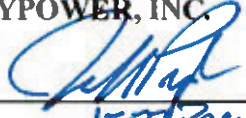
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date: _____

PLAYPOWER, INC.

By: 
Name: JEFF TRANGLER
(As Authorized Agent)

Date: 04/02/2026

Title of Attached Agreement: Sourcewell Contract # 101625 (incorporated by reference only, not attached)

EXHIBIT A
VENDOR'S STATEMENT OF WORK



PLAYWORX PLAYSETS LLC
8014 CUMMING HWY,
CANTON, GA 30115
866-502-5013 (phone)

QUOTE: OE26003221
CUSTOMER: TEMP25001140
PROJECT: 26002428

Bill To:

Rob Carter
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
+14075182501 Ext. (phone)

Project Name & Location:

Lakefront Park
Attn: Lakefront Park
Sourcewell # 101625-PLP

Prepared by:

PLAYWORX PLAYSETS LLC

8014 CUMMING HWY,
CANTON, GA 30115
866-502-5013 (phone)

Ship To Address:

Matthew Libby
City of Kissimmee

201 Lakeview Drive
Kissimmee, FL 34741, US
+14075182332 (phone)

End User:

Matthew Libby
City of Kissimmee
201 Lakeview Drive
Kissimmee, FL 34741, USA
+14075182332 (phone)
matt.libby@kissimmee.gov

Quote Number: OE26003221
Quote Date: 3/23/2026
Valid For: 30 Days From Quote Date

Components

Part Number	Qty	Weight	Volume	Unit Price	Total
M00000963	1.00	55.00	38.00	1,795.00	1,795.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14"	1.00	0.00	0.00	1.03	1.03
925960	THUMB DRIVE 2GB - PPLT	1.00	0.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
PIP w/stone 6677 SQFT	Installation of Pour In Place Rubber and 4" of stone base - 50/50 Blk/Color of Choice (Including all materials) Color/Black 50/50	1	0.00	0.00	118,302.72	118,302.72

Totals:

Equipment Weight:	55.00 lbs
Equipment Volume:	38.00 ft ³
Equipment List:	\$1,796.03
Discount Amount:	-\$448.75
Equipment Price:	\$1,347.28
Products Subtotal:	\$1,347.28
Installation:	\$0.00
Estimated Sales Tax*:	\$0.00
Freight:	\$350.00 Code: Needed
Products by Other:	\$118,302.72
Sourcewell # 101625-PLP	Grand Total: \$120,000.00

Make Purchase Orders Out To:
PLAYWORX PLAYSETS LLC.
Remit Purchase Orders To:
PLAYWORX PLAYSETS LLC
8014 CUMMING HWY,
CANTON, GA 30115
866-502-5013 (phone)

Make Checks Payable To:
PLAYWORX PLAYSETS LLC.
Remit Checks To:
PLAYWORX PLAYSETS LLC
8014 CUMMING HWY,
CANTON, GA 30115
866-502-5013 (phone)

NOTE:

1. * Applicable sales taxes will be confirmed once order and any tax certificates are received
2. † Denotes drop ship item.
3. Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
4. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
5. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
6. The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PLAYWORX PLAYSETS LLC.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYWORX PLAYSETS LLC.

By:



Date:

02/02/2026

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

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

PlayPower IT Farmington does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

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

Print Name of Contractor's Authorized Representative: JEFF PRANGLER

Title of Contractor's Authorized Representative: CUSTOMER SERVICES MANAGER

Signature of Contractor's Authorized Representative:

Date: 04/02/2026

ITEM 7.G

Disposal of City Assets

Request

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

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on the authority of the City Commission.” Therefore, the staff is requesting approval to dispose of the items included on the attached list.

The items listed in the attached document are slated for auction, junking, sale, or scrapping and have not previously been approved for disposition by the City Commission.

All items from the City's Information Technology Department will be auctioned through A-1 Assets.

Recommendation

Approval to remove these items from the City's equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. April 2026 Asset Disposals

**City of Kissimmee
Surplus Property Auction List
Apr-26 A-1 ASSETS**

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	DELL DESKTOP	Optiplex 5080	HC3H8B3	26300
INFO TECH	DELL DESKTOP	Optiplex 5081	2J68K93	26180
INFO TECH	DELL DESKTOP	Optiplex 5082	HC5J8B3	26373
INFO TECH	DELL DESKTOP	Optiplex 5083	D1VW7B3	26260
INFO TECH	DELL DESKTOP	Optiplex 5084	17KK673	25949
INFO TECH	DELL DESKTOP	Optiplex 5085	17KH673	25947
INFO TECH	DELL DESKTOP	Optiplex 7070	CY97R13	25789
INFO TECH	DELL DESKTOP	Optiplex 7070	3PSLB03	25645
INFO TECH	DELL DESKTOP	Optiplex 7070	3PQKB03	25646
INFO TECH	DELL DESKTOP	Optiplex 7070	3N9QB03	25643
INFO TECH	DELL DESKTOP	Optiplex 7070	H2QV033	25810
INFO TECH	DELL DESKTOP	Optiplex 7070	GY3Y033	25808
INFO TECH	DELL DESKTOP	Optiplex 7070	H4XV033	25811
INFO TECH	DELL DESKTOP	Optiplex 7070	H1GS033	25807
INFO TECH	DELL DESKTOP	Optiplex 7070	JSGJ862	25908
INFO TECH	DELL DESKTOP	Optiplex 7070	CYX2R13	25788
INFO TECH	DELL DESKTOP	Optiplex 7070	JSBCHY2	25923
INFO TECH	DELL DESKTOP	Optiplex 7070	JSHDHJ2	25924
INFO TECH	DELL DESKTOP	Optiplex 7070	CYH8R13	24232
INFO TECH	DELL DESKTOP	Optiplex 7070	H33X033	25809
INFO TECH	DELL DESKTOP	Optiplex 7070	B2MP053	25936
INFO TECH	DELL DESKTOP	Optiplex 7070	3PRKB03	25641
INFO TECH	DELL DESKTOP	Optiplex 7070	2LJDJ23	25674
INFO TECH	DELL DESKTOP	Optiplex 7070	JS9L6Q2	25909
INFO TECH	DELL DESKTOP	Optiplex 7070	JGXN6Z2	25640
INFO TECH	DELL DESKTOP	Optiplex 7070	3LQQB03	25642
INFO TECH	DELL DESKTOP	Optiplex 7070	3P6QB03	25647
INFO TECH	DELL DESKTOP	Optiplex 7060	B9T8FW2	25262
INFO TECH	DELL DESKTOP	Optiplex 7060	H4F6FX2	25625
INFO TECH	DELL DESKTOP	Optiplex 7060	3NQ8DV2	25271
INFO TECH	DELL DESKTOP	Optiplex 3050	43866Q2	24874
INFO TECH	DELL DESKTOP	Optiplex 5080.	HC2Q8B3	26297
INFO TECH	DELL DESKTOP	Optiplex 5080.	GHKCK93	26257
INFO TECH	DELL DESKTOP	Optiplex 5080.	HC2S8B3	26299

INFO TECH	DELL DESKTOP	Optiplex 5080.	HC2R8B3	26298
INFO TECH	DELL DESKTOP	Optiplex 5080.	HC3Q8B3	26307
INFO TECH	DELL DESKTOP	Optiplex 5080.	HC2P8B3	26296
INFO TECH	DELL DESKTOP	Optiplex 5090	4V6D5K3	26813
INFO TECH	HP DESKTOP	Prodesk	MXL0522MC3	26294
INFO TECH	HP DESKTOP	Prodesk	MXL10247G2	26377
INFO TECH	DELL DESKTOP	Optiplex 990	1QX8VV1	22359
INFO TECH	HP DESKTOP	Prodesk	7PL87UT#ABA	25913
INFO TECH	DELL DESKTOP	Optiplex 380	5MF4PL1	21083
INFO TECH	DELL DESKTOP	Optiplex 7040	51BPKH2	24250
INFO TECH	DELL DESKTOP	Optiplex 3280 AIO	0P86R9	26746
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	8C2F1S2	25226
INFO TECH	DELL DESKTOP	Optiplex 3270 AIO	9Y9TS13	25664
INFO TECH	DELL DESKTOP	Optiplex 3270 AIO	9Y9VS13	25663
INFO TECH	DELL DESKTOP	Optiplex 3270 AIO	7QDLF33	25803
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INFO TECH	DELL DESKTOP	OPTIPLEX 5080	17KJ673	25948
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INFO TECH	DELL DESKTOP	OPTIPLEX 7070	3JN7X63	25952
INFO TECH	IPAD APPLE		DLXRP09TGMIL	TC-0139
INFO TECH	IPAD APPLE		DMPGHHLHDFJ1	22010
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INFO TECH	IPAD APPLE		GGYH1R3JF8J	tc-0302
INFO TECH	IPAD APPLE		DLXVR4FLHP34	24664
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INFO TECH	IPAD APPLE		DLXVV1B9HP34	24661
INFO TECH	IPAD APPLE		DMPX311HHPDV	tc-0402
INFO TECH	IPAD APPLE		DLXLHC6GFK10	tc-0041
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INFO TECH	IPAD APPLE		DMPZ66UGKD6L	tc-0307
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INFO TECH	IPAD APPLE			LD6QRY3F4Y	27250
INFO TECH	IPAD APPLE			DMPWV3ZVHPDV	tc-0405
INFO TECH	IPAD APPLE			DMPX262WHPDV	tc-0400
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INFO TECH	GETAC LAPTOP		RLC05B0044	26160
INFO TECH	GETAC LAPTOP		RLC05B0056	26172
INFO TECH	GETAC LAPTOP		RLC05B0038	26154
INFO TECH	GETAC LAPTOP		RLC05B0023	26140
INFO TECH	GETAC LAPTOP		RLC05B0036	26152
INFO TECH	GETAC LAPTOP		RLC05B0034	26150
INFO TECH	GETAC LAPTOP			26174
INFO TECH	GETAC LAPTOP		RLC05B0033	26149
INFO TECH	GETAC LAPTOP		RLC05B0028	26145
INFO TECH	GETAC LAPTOP		RLC05B0045	26161
INFO TECH	GETAC LAPTOP		RLC05B0027	26144

INFO TECH	MICROSOFT LAPTOP	Surface 1796	0.043856291	25668
INFO TECH	DELL LAPTOP	Latitude 3500.	fhxfjx2	24230
INFO TECH	DELL LAPTOP	Latitude 5590.	5vspxt2	25379
INFO TECH	LENOVO	THINKPAD	1S23426FUPB60D7R	TC-0032
INFO TECH	DELL LAPTOP	Latitude E6500.	858ZVK1	21167
INFO TECH	DELL LAPTOP	Latitude 5480.	hjtzgh2	24445
INFO TECH	DELL LAPTOP	Precision M6400.	1PMYVK1	21169
INFO TECH	LENOVO	Yoga 11e	1S20GA000KUSLR05DEW	TC-0137
INFO TECH	DELL LAPTOP	Latitude 5590.	2PG6QV2	25391
INFO TECH	DELL LAPTOP	Latitude E5520.	5B3GVV1	22478
INFO TECH	HP LAPTOP	3168NGW	cnd83003br	TC-0231
INFO TECH	DELL LAPTOP	Latitude 5590.	jsspxt2	25385
INFO TECH	DELL LAPTOP	Latitude 5590.	6Y4QXT2	25380
INFO TECH	DELL LAPTOP	Latitude 5590.	F9ZPXT2	25382
INFO TECH	DELL LAPTOP	Latitude 5590.	5ng6qv2	25389
INFO TECH	HP LAPTOP	ProBook G3	5cg7210dcd	24263
INFO TECH	GETAC LAPTOP	S400	RF139S1889	23472
INFO TECH	APPLE	Macbook Pro	C02NT0XHG3QN	23112
INFO TECH	DELL LAPTOP	Latitude E550	3R2QN72	23869
INFO TECH	DELL LAPTOP	Latitude 14 Rugged	DTWNG92	24240
INFO TECH	DELL LAPTOP	Latitude 14 Rugged	554WNY1	24265
INFO TECH	DELL LAPTOP	Latitude 14 Rugged	442PYX2	26279
INFO TECH	DELL LAPTOP	Latitude 14 Rugged	H37NTG2	25790
INFO TECH	MICROSOFT LAPTOP	Surface 1867	17364701957	25906
INFO TECH	MICROSOFT LAPTOP	Surface 1872	E252824	26248
INFO TECH	MICROSOFT LAPTOP	Surface 1869	139779600257	26247
INFO TECH	MICROSOFT LAPTOP	Surface 1872	5154694657	25680
INFO TECH	MICROSOFT LAPTOP	Surface 1872	13966300257	26249
INFO TECH	MICROSOFT LAPTOP	Surface 1872	3022866953	tc-0147
INFO TECH	MICROSOFT LAPTOP	Surface 1807.	8349481453	24692
INFO TECH	MICROSOFT LAPTOP	Surface 1807.	3153542353	tc-0127
INFO TECH	MICROSOFT LAPTOP	Surface 1724.	95573602853	25940
INFO TECH	MICROSOFT LAPTOP	Surface 1724.	95224602853	25941
INFO TECH	MICROSOFT LAPTOP	Surface 1961.	0171092153	26947
INFO TECH	MICROSOFT LAPTOP	Surface 1961.	30129614953	26951
INFO TECH	MICROSOFT LAPTOP	Surface 1961.	12212602553	25911
INFO TECH	MICROSOFT LAPTOP	Surface 1961.	121332253853	23897
INFO TECH	MICROSOFT LAPTOP	Surface 1807.	013019710253	TC-0355
INFO TECH	DELL LAPTOP	Latitude 3510.	30FK563	25944
INFO TECH	DELL LAPTOP	Latitude 3510.	7F18G63	26253

INFO TECH	DELL LAPTOP	Latitude 3510.	7NP7G63	26254
INFO TECH	BROTHER PRINTER	HL-L6200DW	U64177C0N854280	
INFO TECH	BROTHER PRINTER	HL-L6200DW	U64180G8N168495	
INFO TECH	BROTHER PRINTER	MFC5890CN	U62053K8F360724	
INFO TECH	BROTHER PRINTER	HL-L3210CW	U65174B0N400195	
INFO TECH	HP PRINTER	LaserJet Enterprise M306	PHBGR50343	
INFO TECH	HP PRINTER	Color LaserJet Pro MFP M283fdw	VNBQR9D7BH	
INFO TECH	RICOH PRINTER	Aficio SP 5200DN		TC-0064
INFO TECH	HID PRINTER	Fargo DTC1500XE	B8100524	25620
INFO TECH	DELL PRINTER	C260dn Color Laser Printer	CS77T12	TC-0132
INFO TECH	Cisco	CIVS-SENC-8P	0002D13465E4	24202
INFO TECH	Cisco	CIVS-SENC-8P	0002D1314D8E	24211
INFO TECH	Cisco	CIVS-SENC-8P	0002D13465DD	24206
INFO TECH	Cisco	CIVS-SENC-8P	0002D13465E8	24208
INFO TECH	Cisco	CIVS-SENC-8P	0002D1314D6E	24210
INFO TECH	Cisco	CIVS-SENC-8P	0002D12C236B	24203
INFO TECH	Cisco	CIVS-SENC-8P	0002D1314D6D	24201
INFO TECH	Cisco	CIVS-SENC-4P	0002D11CEC0F	
INFO TECH	Cisco	CIVS-SENC-4P	0002D11CEC16	
INFO TECH	Cisco	CIVS-SENC-4P	0002D11CEC18	
INFO TECH	Cisco	CIVS-SENC-4P	0002D11CEC12	
INFO TECH	Cisco	4300 Series	FLM2140W0R4	25401
INFO TECH	Cisco	4301 Series	FDO1939A0BT	25404
INFO TECH	Cisco	4302 Series	FLM2012W135	25399
INFO TECH	Cisco	4303 Series	FLM2005W0N0	25403
INFO TECH	Cisco	4304 Series	FLM2007W121	25400
INFO TECH	Tripp-LITE	660911 REV B	2232AY0AC861000805	
INFO TECH	Tripp-LITE	660911 REV B	2231AY0AC861001547	
INFO TECH	ATEI	66116	2743iv0ac88e201715	
INFO TECH	Cisco	UCS C3160	fox2217p671	24712
INFO TECH	PLECO	DX 8100 Series	ACFFP10	21647
INFO TECH	4 X Dell	Wired Keyboards		
INFO TECH	120 X MISC	Monitors		
INFO TECH	15 X Dell	Wireless Keyboard and Mouses		
INFO TECH	5 X Dell	Monitor Stands		
INFO TECH	43 X Dell	Wifi Adapters		
INFO TECH	15 X LG	Optical Drives		
INFO TECH	Cisco	8841 Desk Phone		
INFO TECH	Cisco	7965 Desk Phone		
INFO TECH	Cisco	9971 Desk Phone		

INFO TECH	2 X Cisco	Confrance Phones		
INFO TECH	2 X Verizon	Mifis		
INFO TECH	2 X Havis	Dell 403 Car Docks		
INFO TECH	OwlLabs	Meeting Owl Pro	M2FN1321010	26410
INFO TECH	High Power PSU	HP1-J600GD-F12S	471279560553200	
INFO TECH	5 X Getac External Batterys			
INFO TECH	APC	Back-UPS ES 550	4B0936P08063	
INFO TECH	TRIPP-LITE	OMNI1500LCDT	2741AVLOM87C500102	
INFO TECH	TRIPP-LITE	OMNI1500LCDT	2939BVLOM87C500806	
INFO TECH	APC	Back-UPS 1100	3B1740X28505	
INFO TECH	10 X Zebra	zq520		

**City of Kissimmee
Surplus Property Auction List
Apr-26**

JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	VARIOUS PIECES OF OFFICE FURNITURE			N/A
FIRE	SPEED QUEEN DRYER		1003018273	N/A

City of Kissimmee
Surplus Property Auction List
Apr-26 SCRAP METAL

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
AIRPORT	LIFTMASTER GATE OPERATOR	CSLZ4U		N/A
AIRPORT	4 X HYSECURITY SIDE DRIVE GATE OPENER	222 SS ST		N/A

**City of Kissimmee
Surplus Property Auction List
Apr-26 SOLD**

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FINANCE	LAPTOP - DELL LATITUDE 3520		BLZTJG3	26831

ITEM 7.H

Emergency ADA Repairs – Mill Slough Pedestrian Bridges and Ruby Plaza Dock

Request

Request approval to award a contract to Docks of Orlando, Inc. (Contract #20260198) for the repair of the Ruby Plaza floating dock and two pedestrian bridges within Mill Slough Park, authorize the use of ADA-designated funds to cover the cost of these repairs, not to exceed \$160,977, and authorize the City Manager or his designee to execute the final agreement and memorialize all necessary contract documents that result from this approval.

Explanation

The City was recently notified that two pedestrian bridges within Mill Slough Park require repairs due to age-related deterioration. Public Works engaged a licensed structural engineer to conduct a comprehensive assessment of the structures.

The evaluation confirmed that while both bridges remain structurally sound, repairs to the decking systems and select minor structural components are required to ensure continued safe use and maintain compliance with ADA accessibility standards.

These bridges serve as critical pedestrian connections within the park and are heavily used daily, including by students traveling to and from a nearby school. To minimize disruption to the public and ensure safety, staff recommend proceeding with the repairs on an emergency basis while school is not in session.

Public Works obtained and evaluated two proposals based on cost, scope alignment, and responsiveness to the structural engineer's recommendations. Docks of Orlando, Inc. submitted the proposal that best aligns with the required scope of work and project needs.

As this is an emergency request, no formal agreement between the parties has been drafted. Therefore, staff requests approval to authorize the City Manager or his designee to execute the agreement and memorialize all necessary contract documents.,

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393	ST2306	Decrease	\$529,615.44	\$160,977.00

Financial Summary:

The base repair cost is estimated at \$135,977. A contingency of \$25,000 is recommended to address unforeseen conditions, bringing the total project authorization to \$160,977. Funding is available within ADA-designated accounts.

Recommendation

City of Kissimmee

Approval to award a contract to Docks of Orlando, Inc., in an amount not to exceed \$160,977, for the repair of the Ruby Plaza floating dock and the Mill Slough pedestrian bridges, and to authorize the use of ADA-designated funds to complete the necessary repairs. In addition, authorize the City Manager or his designee to execute the agreement and memorialize all necessary contract documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Docks of Orlando - Mill Slough Bridge
2. Bridge 1 Combined Inspection Report
3. Bridge 2 Combined Inspection Report
4. Kissimmee Non-Qualifier Repairs



11620 Lake Willis Drive Orlando, FL 32821

407-979-DOCK

www.docksoforlando.com

Docks of Orlando provides a 1 year craftsmanship warranty on all structures we build or repair.

Robert T. Masiku

DATE 11/06/2023

Public Works & Engineering Assistant Director

City of Kissimmee

Revised 4/7/2025

104 North Alaska Avenue

Kissimmee, Florida 34741

407.518.2509 desk

Robert.Masiku@kissimmee.gov

Thank you for considering us for your outdoor living space. We strive to exceed expectations with each project.

Project Quote

Mill Slough pedestrian bridge

Option 1

Removal and disposal of all wood decking

Replace with Wear Deck lifetime warranty fiberglass decking 2" by 8" boards

Removal and replacement of all railing

6" by 6" marine grade pressure treated wood

PVC Trim over post, wooden pickets with composite handrail



Total Price with composite decking, composite sleeves and aluminum railing

\$55,600.00

Scope of work to include framing with 5UC marine grade pressure treated wood, all stainless steel hardware, 2" by 8" fiberglass reinforced decking boards to support the weight of utility carts/cars. Disposal of all materials and reinforcement of all footers and support structure.

3 year warranty on workmanship

Docks of Orlando STATEMENT OF WARRANTY: Docks of Orlando applies the following warranties to craftsmanship and materials.

- **Structural warranty:** Three (3) years from the date of permit and project completion.
- **Materials warranty:** One (1) year from the date of permit and project completion. Wood , by nature, develops checks and is not considered a material fault.
- **Accessories warranty:** One (1) year from the date of permit and project completion.
- **Manufacturer's warranty:** Items such as boat lifts/hoists, roofing materials, seawall panels, etc. have manufacturer's warranties applied to them. Docks of Orlando extends these warranties over to its clients.
- For all warranties to remain valid for the expressed warranty period, the client will need to comply with sound maintenance practices and recommendations. Examples of these are:

Regular lubrication of lifts/hoists per manufacturers recommendations.
Regularly checking/tightening all bolted connections. o Regularly
cleaning/sealing wood products per manufacturer's recommendations.

Docks of Orlando shall not be held accountable for any damage that occurs from forces outside of Docks of Orlando's control.

This includes, but is not limited to, acts of God such as inclement weather, ground settling, sink holes, etc. and acts of others such as negligent and/or accidental damage by use of components installed and constructed by Docks of Orlando.

Draw Schedule	
Materials deposit/demolition to start	60%
Project completion	40%

Signature of acceptance_____Date_____

THANKS AGAIN FROM THE DOCKS OF ORLANDO TEAM!!!! WE APPRECIATE YOU ENTRUSTING DOCKS OF ORLANDO FOR YOUR DOCK PROJECT NEEDS!



11620 Lake Willis Drive Orlando, FL 32821
407-979-3625
DocksofOrlando@gmail.com

Docks of Orlando provides a 1 year craftsmanship warranty on all structures we build or repair.

Robert T. Masiku

DATE 11/06/2023

Public Works & Engineering Assistant Director

City of Kissimmee

104 North Alaska Avenue

Kissimmee, Florida 34741

407.518.2509 desk

Robert.Masiku@kissimmee.gov

Revised 4/7/2025

Revised 4/2/2026

**Thank you for considering us
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expectations with each
project.**

Project Quote

Mill Slough bridge over Slough

Due to the cracking in 4 of the original posts, we will be adding 4 additional support posts to insure the integrity of the bridge structure. The bridge will be taken down to the framing and any rotten framing will be replaced. In addition, two rows of 3" by 10" joists will be added for additional support. Concrete/steel addition to footers and supports.

Wood pickets and wood surfaces will be painted to match the composite decking. Composite handrails and post caps will be installed.



Removal and disposal of all wood decking

Addition of 4 8 inch posts to bridge-marine grade pressure treated wood

Replace with Wear Deck lifetime warranty fiberglass decking 2" by 8" boards

Replace any joist and add two rows of 3" by 10" joist along entire bridge walkway

Removal and replacement of all railing

6" by 6" marine grade pressure treated wood

Wood pickets with composite handrails

Bridge will be construction to support utility cars

Total Price with composite decking, wood railing, composite handrails and wood pickets

\$61,400.00

DOCKS OF ORLANDO – CONTRACT TERMS & WARRANTY

Client Acceptance

By signing below, the client acknowledges full understanding and acceptance of this proposal and authorizes Docks of Orlando, Inc. to proceed with the project as outlined.

Client Signature: _____ Date: ____ / ____ / ____

Printed Name: _____

WARRANTY STATEMENT

Docks of Orlando provides the following warranties:

- Structural Warranty: Three (3) years from the date of permit and project completion.
- Accessory Wood Components: One (1) year workmanship warranty. Wood may naturally develop checks, splits, or slight warping due to environmental exposure. These are not considered defects.
- Accessory Items: One (1) year warranty from completion date.
- Manufacturer's Warranty: Products such as boat lifts, hoists, roofing, and seawall panels carry the original manufacturer's warranty, which is passed directly to the client.

Warranty Conditions: To maintain warranty validity, the client must perform regular maintenance, including:

- Lubricating lifts/hoists as per manufacturer instructions.
- Checking and tightening bolted connections.
- Cleaning and sealing wood per manufacturer's recommendations.

PROJECT TIMELINE & DELAYS

Work shall commence within 30 days of contract acceptance. Project timeline is 10 to 14 days to completion.

Force Majeure: Delays caused by unforeseen events beyond the contractor's control (e.g., hurricanes, floods, fires, government shutdowns) will warrant reasonable time extensions. Routine weather delays, material availability, or performance issues are not considered force majeure.

INSURANCE REQUIREMENTS

Before work begins, Docks of Orlando will provide a Certificate of Insurance showing:

- General Liability coverage of no less than \$1,000,000 per occurrence, naming the client as Additional Insured.

- Workers' Compensation coverage in accordance with Florida law.

Insurance will remain in effect throughout the project.

LIEN PROTECTION

With each request for payment, Contractor shall provide a partial release of lien for the work covered by the payment,

CHANGE ORDERS

Any modification to the project scope, price, or schedule must be documented in a written Change Order signed by both the Client and Contractor before work proceeds. Each Change Order will specify the scope of change, price adjustment (if any), and revised completion timeline.

Thank you for choosing Docks of Orlando. We look forward to exceeding your expectations.



11620 Lake Willis Drive Orlando, FL 32821

407-979-DOCK

www.docksoforlando.com

Docks of Orlando provides a 3 year craftsmanship warranty on all structures we build or repair.

Robert T. Masiku

DATE 01/13/2025

Public Works & Engineering Assistant Director

City of Kissimmee

104 North Alaska Avenue

Kissimmee, Florida 34741

407.518.2509 desk

Robert.Masiku@kissimmee.gov

Updated 4/2/2026

**Thank you for considering us
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expectations with each
project.**

Project Quote

Ruby Plaza floating dock

Floating pier removal and rebuild at Big Toho Marina Reuse existing aluminum ramp, remove and reinstall post repair.

Removal and disposal of existing brick ramp and failed floating structure.

Construction of new floating ramp with ADA specifications and Wear Deck non-skid decking

Installation of new support floats.

All U5C marine grade pressure treated wood and fiberglass lifetime warranty decking

Stainless steel and galvanized hardware

Heavy duty commercial floats for up to 3000 pounds of weight

Total cost for project

\$18,977.60

3 year warranty on workmanship

Docks of Orlando STATEMENT OF WARRANTY: Docks of Orlando applies the following warranties to craftsmanship and materials.

- **Structural warranty:** Three (3) years from the date of permit and project completion.
- **Materials warranty:** One (1) year from the date of permit and project completion. Wood , by nature, develops checks and is not considered a material fault.
- **Accessories warranty:** One (1) year from the date of permit and project completion.
- **Manufacturer's warranty:** Items such as boat lifts/hoists, roofing materials, seawall panels, etc. have manufacturer's warranties applied to them. Docks of Orlando extends these warranties over to its clients.
- For all warranties to remain valid for the expressed warranty period, the client will need to comply with sound maintenance practices and recommendations. Examples of these are:

Regular lubrication of lifts/hoists per manufacturers recommendations.
Regularly checking/tightening all bolted connections. o Regularly
cleaning/sealing wood products per manufacturer's recommendations.

Docks of Orlando shall not be held accountable for any damage that occurs from forces outside of Docks of Orlando's control.

This includes, but is not limited to, acts of God such as inclement weather, ground settling, sink holes, etc. and acts of others such as negligent and/or accidental damage by use of components installed and constructed by Docks of Orlando.

Draw Schedule	
Materials deposit/demolition to start	60%
Project completion	40%

Signature of acceptance_____Date_____

THANKS AGAIN FROM THE DOCKS OF ORLANDO TEAM!!!! WE APPRECIATE YOU ENTRUSTING DOCKS OF ORLANDO FOR YOUR DOCK PROJECT NEEDS!



BRIDGE INSPECTION REPORT

PREPARED FOR: CITY OF KISSIMMEE

BRIDGE OWNER: CITY OF KISSIMMEE



Mill Slough Bridge S-N

CONTENTS OF REPORT

INSPECTION DATE: 10/29/2025

- | | |
|--|--------------------------------|
| BrM Report | * U/W Inspection Report |
| CIDR | * Fracture Critical Data |
| Scour Elevation (Profile) | * Load Rating Analysis Summary |
| * Addendum (Element Notes & Photos/Sketches) | |

* This section is not included in this report.



Mill Slough Park Pedestrian Bridge S-N



CITY OF KISSIMMEE
Inspection/CIDR Report

Page 1 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

BY: Ayres Associates

STRUCTURE NAME: Mill Slough Park Pedestrian Bridge S-N

OWNER: 04 City/Municipal Hwy Agy

YEAR BUILT: Unknown

MAINTAINED BY: 04 City/Municipal Hwy Agy

SECTION NO.: 92 000 000

STRUCTURE TYPE: 7 Wood or Timber - 02 Stringer/Girder

MP: 0.0

LOCATION: 0

ROUTE: N/A

SERV. TYPE ON: 3 Pedestrian-Bicycle

FACILITY CARRIED Pedestrian Bridge

SERV. TYPE UNDER: 5 Waterway

FEATURE INTERSECTED: Mill Slough

☐ FUNCTIONALLY OBSOLETE

☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 10/29/2025 UNDERWATER: N/A

SUFFICIENCY RATING: 72
HEALTH INDEX: 80.04

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 2 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

BY: Ayres Associates

STRUCTURE NAME: Mill Slough Park Pedestrian Bridge
S-N

OWNER: 04 City/Municipal Hwy Agy

YEAR BUILT: Unknown

MAINTAINED BY: 04 City/Municipal Hwy Agy

SECTION NO.: 92 000 000

STRUCTURE TYPE: 7 Wood or Timber - 02 Stringer/Girder

MP: 0.0

LOCATION:

ROUTE: N/A

SERV. TYPE ON: 3 Pedestrian-Bicycle

FACILITY CARRIED Pedestrian Bridge

SERV. TYPE UNDER: 5 Waterway

FEATURE INTERSECTED: Mill Slough

- ☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
- ☐ THIS BRIDGE IS SCOUR CRITICAL
- ☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
- ☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED:

ABOVE WATER: 10/29/2025

UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 4 Poor
SUPERSTRUCTURE: 6 Satisfactory
SUBSTRUCTURE: 5 Fair
PERF. RATING: N/A

CHANNEL: 7 Minor Damage
CULVERT: N N/A (NBI)
SUFF. RATING: 72
HEALTH INDEX: 80.04

FIELD PERSONNEL / TITLE / NUMBER:

INITIALS

Lynch, Mitchell - Bridge Inspector (CBI # 00708)

MJL

Maslyn, Rick - Bridge Inspector (CBI # 00271)

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Maslyn, Rick - Bridge Inspector (CBI # 00271)

RM

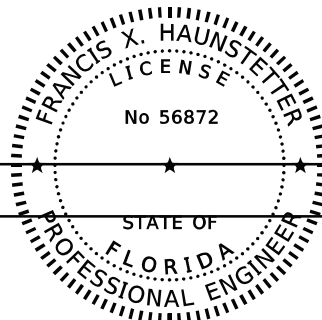
CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Haunstetter, Francis - Professional Engineer (PE #56872)

Ayres Associates (CA #4356)
8875 Hidden River Pkwy, Suite 200
Tampa FL 33637

SIGNATURE:

DATE:



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

Francis X Haunstetter

2025.11.24 17:30:41 -05'00'

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 3 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

DECKS: Decks/Slabs

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	31 - Timber Deck	3	0	-	290	73	0	-	110	27	400 sq.ft.
Structure Unit 1	1140 - Decay/Section Loss	3	0	-	0	-	0	-	110	100	110 sq.ft.
Structure Unit 1	1150 - Check/Shake	3	0	-	290	100	0	-	0	-	290 sq.ft.

Element Inspection Notes:

31 / 3 CS2 (1150) = Timber deck planks are weathered and have checks up to 1/8in. wide that penetrates up to 50% member thickness. (290FT). REPAIR.

CS4 (1140) = Timber deck in isolated random areas has decay up to 5ft. W x 2in. L x 2in. D (100FT). Refer to Photo 1. REPAIR.

CS3 (1140) = Timber deck 8ft. from the north approach has broken deck boards up to 2ft. L x 5ft. W (10FT). Refer to Photo 2. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

CHANNEL: Channel

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	8290 - Channel	3	1	100	0	-	0	-	0	-	1 (EA)

Element Inspection Notes:

8290 / 3 No defects.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 5 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

SUPERSTRUCTURE: Superstructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	111 - Timber Open Girder	3	112	70	48	30	0	-	0	-	160 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	48	100	0	-	0	-	48 ft

Element Inspection Notes:

111 / 3 Note: Ideally, each span would contain three (3) timber girders, not two (2).

CS2 (1150) = Timber girders have checks in some random areas up to 1/16in. W that penetrates up to 50% member thickness. (48FT)

INCIDENTAL:

One half of span 4 adjacent to the end of the bridge is at the ground line and was not accessible for inspection.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 6 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	235 - Timber Pier Cap	3	0	-	13	86	2	14	0	-	15 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	13	100	0	-	0	-	13 ft
Structure Unit 1	1140 - Decay/Section Loss	3	0	-	0	-	2	100	0	-	2 ft.

Element Inspection Notes:

235 / 3 CS2 (1150) = Timber pier caps have checks throughout up to 1/16in. W that penetrates up to 50% member thickness. (13FT)

CS3 (1140) = Bent 2 cap east end has up to a 5in. x 5in. x 20in. D area of decay. (2FT). Refer to Photo 3. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 7 of 22

Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	216 - Timber Abutment	3	0	-	5	100	0	-	0	-	5 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	5	100	0	-	0	-	5 ft

Element Inspection Notes:

216 / 3 Note: Timber abutment is present at the south end of the bridge and the north end rests on land.

CS2 (1150) = Timber abutment (S) has checks throughout up to 1/16in. W that penetrates up to 50% member thickness. (5FT).

CITY OF KISSIMMEE
Inspection/CIDR Report

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Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	228 - Timber Pile	3	0	-	2	33	4	67	0	-	6 (EA)
Structure Unit 1	1140 - Decay/Section Loss	3	0	-	0	-	1	100	0	-	1 (EA)
Structure Unit 1	1150 - Check/Shake	3	0	-	2	40	3	60	0	-	5 (EA)

Element Inspection Notes:

228 / 3 Note: Bents 2 and 3 piles have been banded.

CS2 (1150) = Bent 4 piles have checks throughout up to 1/16in. W that penetrates up to 50% of member thickness. (2EA)

(1140) = Bents 2 and 3 piles have decay up to 3in. W x 3in. L x 1/2in. D at waterline.

CS3 (1140) = Pile 3-2 also has 2in. of rot at the north side of the pile 1ft. from groundline. (1EA). Refer to Photo 4.

CS3 (1150) = Bents 2 and 3 piles also have checks up to 1/2in. W x 4in. D that penetrates more than 50% of member thickness. (3EA). Refer to Photo 5. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

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Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

All Elements

SUPERSTRUCTURE: Superstructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	332 - Timber Bridge Railing	3	0	-	166	90	0	-	18	10	184 ft
Structure Unit 1	1140 - Decay/Section Loss	3	0	-	0	-	0	-	18	100	18 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	166	100	0	-	0	-	166 ft.

Element Inspection Notes:

332 / 3 CS2 (1020) = Timber railing is loose and flimsy but the connection is intact.

CS2 (1150) = Timber railing has checks throughout up to 1/4in. W that penetrates more than 5% of member thickness. (166LF)

CS4 (1140) = Timber railing pickets are broken in random isolated areas. (18LF). Refer to Photo 6. REPAIR

CITY OF KISSIMMEE
Inspection/CIDR Report

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Inspection

Structure ID: Mill Slough S-N

INSPECTION DATE: 10/29/2025

Total Number of Elements*: 7

*excluding defects/protective systems

Structure Notes

BRIDGE OWNER: CITY OF KISSIMMEE

This structure is inventoried south to north.

INSPECTION NOTES: 10/29/2025

Structure was closed to the public at the time of inspection due to decayed walkway planks (deck).

CITY OF KISSIMMEE
Inspection/CIDR Report

Structure ID: Mill Slough S-N

Description

Structure Unit Identification

Bridge/Unit Key: Mill Slough S-N 1
Structure Name: Mill Slough Park Pedestrian Bridge S-N
Description:
Type: M - Main

Roadway Identification

NBI Structure No (8): Mill Slough S-N
Position/Prefix (5): 1 - Route On Structure
Kind Hwy (Rte Prefix): Not Applicable (P)
Design Level of Service: 1 Mainline
Route Number/Suffix: 00000 / 0 N/A (NBI)
Feature Intersect (6): Mill Slough
Critical Facility: Not Defense-crit
Facility Carried (7):
Mile Point (11): 0.0
Latitude (16): 028d18'50.5" Long (17): 081d23'11.4"

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): Not on Base Network
LRS Inventory Rte (13a): 92 000 000 Sub Rte (13b): 00
Functional Class (26): Not Applicable
Federal Aid System: N/A
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 0 Not Hwy traffic
Emergency:

NBI Project Data

Proposed Work (075A): 35
Work To Be Done By (075B): 1
Improvement Length (076): 80 ft

NBI Rating

Channel (61): 7 Minor Damage
Deck (58): 4 Poor
Superstructure (59): 6 Satisfactory
Substructure (60): 5 Fair

Roadway Traffic and Accidents

Lanes (28): N/A Medians: N/A Speed: N/A
ADT Class: N/A
Recent ADT (29): N/A Year (30): N/A
Future ADT (114): N/A Year (115): N/A
Truck % ADT (109): N/A
Detour Length (19): N/A
Detour Speed: N/A
Accident Count: -1 Rate:

Roadway Clearances

Vertical (10): N/A Appr. Road (32): N/A
Horiz. (47): N/A Roadway (51): N/A
Truck Network (110): 0 Not part of natl network
Toll Facility (20): Not Applicable (P)
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route:
Transit Route:

Improvement Cost (094): \$ 83,434.00
Roadway Improvement Cost (095): \$ 0
Total Cost (096): \$ 83,434.00
Year of Estimate (097): 2025

Culvert (62): N N/A (NBI)
Waterway (71): 7 Above Minimum
Unrepaired Spalls: -1 sq. ft.
Review Required: X

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 12 of 22

Structure ID: Mill Slough S-N

Structure Identification

Admin Area: Not Applicable
District (2): D5 - Deland
County (3): (92) Osceola
Place Code (4): Kissimmee city
Location (9): 0
Border Br St/Reg (98): Not Applicable (P) Share: %
Border Struct No (99):
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Does not meet NBI Length
Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 04 City/Municipal Hwy Agy
Owner (22): 04 City/Municipal Hwy Agy
Historic Signif. (37): 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45): 4
Approach Spans (46): 0
Length of Max Span (48): 31 ft
Total Length: 80 ft
Deck Area: 400 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27) Unknown
Year Reconstructed (106):
Type of Service On (42a): 3 Pedestrian-Bicycle
Under (42b): 5 Waterway
Fracture Critical Details: Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left: 0 ft Right: 0 ft
Bridge Median (33): 0 No Median
Main Span Material (43A): 7 Wood or Timber
Appr Span Material (43A): Not Applicable (P)
Main Span Design (43B): 02 Stringer/Girder
Appr Span Design (44B): Not Applicable (P)

Deck Type and Material

Deck Width (52): 5 ft
Skew (34): 0 deg
Deck Type (107): 8 Wood or Timber
Surface (108): 0 None
Membrane: 0 None
Deck Protection: 0 None

Appraisal

Structure Appraisal

Open/Posted/Closed (41): Not Applicable (P)
Deck Geometry (68): N Not applicable (NBI)
Underclearances (69): N Not applicable (NBI)
Approach Alignment (72): 1 Rating not used
Bridge Railings (36a): N N/A or not required
Transitions (36b): N N/A or not required
Approach Guardrail (36c): N N/A or not required
Approach Guardrail Ends (36d): N N/A or not required
Scour Critical (113): 6 Calcs not made

Navigation Data

Navigation Control (38): Permit Not Required
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Left Clr (116): 0 ft
Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 72
Health Index: 80.04
Structural Eval (67):
Deficiency:

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): N Feature not hwy or RR
Under (54b): 0 ft

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
Right Side (55): 0 ft
Left Side (56): 0 ft

Schedule

Current Inspection

Inspection Date: 10/29/2025
Inspector: Lynch, Mitchell - Bridge Inspector (CBI # 00708)
Bridge Group: N/A
Alt. Bridge Group: N/A
Primary Type: Regular NBI
Review Required: X

Next Inspection Date Scheduled

NBI: 10/29/2027
Element:
Fracture Critical:
Underwater:
Other/Special:
Inventory Photo Update Due:

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 13 of 22

Structure ID: Mill Slough S-N

Schedule Cont.

Inspection Types Performed

NBI ☒

Element ☒

Fracture Critical ☐

Underwater ☐

Other Special ☐

Inspection Intervals

Required (92)

Frequency (92)

Last Date (93)

Inspection Resources

Fracture Critical

☐

mos

Underwater

☐

mos

Other Special

☐

mos

NBI

24 mos (91)

10/29/2025 (90)

Crew Hours: 2

Flagger Hours: 0

Helper Hours: 0

Snooper Hours: 0

Special Crew Hours: 0

Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:

Channel Depth: 2 ft

Radio Frequency:

Phone Number:

Exception Date:

Exception Type:

Accepted By Maint:

Warranty Expiration:

Performance Rating:

Permitted Utilities: Power ☐

Water ☐

Gas ☐

Fiber Optic ☐

Sewage ☐

Other ☐

Bridge Rail 1: Other

Bridge Rail 2: Not Applicable (No Rail)

Electrical Devices: No electric service

Culvert Type: Not Applicable

Maintenance Yard: Not FDOT maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure:

2nd Previous Structure:

Replacement Structure:

Bridge Load Rating Information

Inventory Type (065):

Operating Type (063):

Original Design Load (031):

Date:

Initials:

Load Rating Rev. Recom.:

Load Rating Plans Status:

Load Rating Notes:

Inventory Rating (066):

Operating Rating (064):

FL 120 Permit Rating:

HS20/FL 120 Max Span Rating:

Dynamic Impact in Percent:

Governing Span Length:

Minimum Span Length:

Distribution Method:

LEGAL LOADS

SU2: -1.0 tons

SU3: -1.0 tons

SU4: -1.0 tons

C3: -1.0 tons

C4: -1.0 tons

C5: -1.0 tons

ST5: -1.0 tons

Posting (070):

Open/Posted/Closed (041):

FLOOR BEAM (FB) FB Present: No

FB Span Length, Gov:

FB Spacing, Gov:

FB OPR Rating:

FB SU4 OPR Rating:

FB FL 120 Rating:

Bridge Scour and Storm Information

Pile Driving Record: Not Applicable

Foundation Type: No foundation details

Mode of Flow: Not Applicable

Rating Scour Eval: Not applicable

Highest Scour Eval: Not applicable

Scour Evaluation Method:

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 - EV inapplicable

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.0 RF

Scour Recommendation I: Not Applicable

Scour Recommendation II: Not Applicable

Scour Recommendation III: Not Applicable

Scour Elevation: 999 ft

Action Elevation: 999 ft

Storm Frequency: 999

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025

**Photo 1: Element 31 Timber Deck**

Typical weathered timber deck with decay

REPAIR RECOMMENDATION:

Repair or replace decayed and broken deck boards.

Pressure wash the topside.

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025



Photo 2: Element 31 Timber Deck

Broken deck boards at north end of structure

REPAIR RECOMMENDATIONS:

Refer to Photo 1.

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025



Photo 3: Element 235 Timber Pier Cap

Bent 2 cap decay east end

REPAIR RECOMMENDATION:
Fill decay area with wood epoxy.

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025



Photo 4: Element 228 Timber Pile

Decay on Pile 3-2

REPAIR RECOMMENDATION:

Repair piles at Bents 2 and 3.

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025



Photo 5: Element 228 Timber Pile

Typical wide cracks in piles at Bents 2 and 3

REPAIR RECOMMENDATION:

Refer to Photo 4.

Inspection Report

Structure ID: Mill Slough S-N

DISTRICT: D5 - DeLand

INSPECTION DATE: 10/29/2025



Photo 6: Element 332 Timber Bridge Railing

Typical broken railing pickets

REPAIR RECOMMENDATION:

Repair broken rail pickets.

SCOUR EVALUATION

LEFT SIDE

		10/29/2025			
		Original			Change
Abutment 1		6.4			0.0
Bent 2		11.2			0.0
Channel C/L		11.7			0.0
Bent 3		6.2			0.0
Abutment 4		4.1			0.0

Waterline at C/L Channel	10.4		
--------------------------	------	--	--

RIGHT SIDE

		10/29/2025			
		Original			Change
Abutment 1		5.5			0.0
Bent 2		7.2			0.0
Channel C/L		12.4			0.0
Bent 3		6.7			0.0
Abutment 4		4.8			0.0

Waterline at C/L Channel	10.4		
--------------------------	------	--	--

NOTE: - = An increase in degradation.

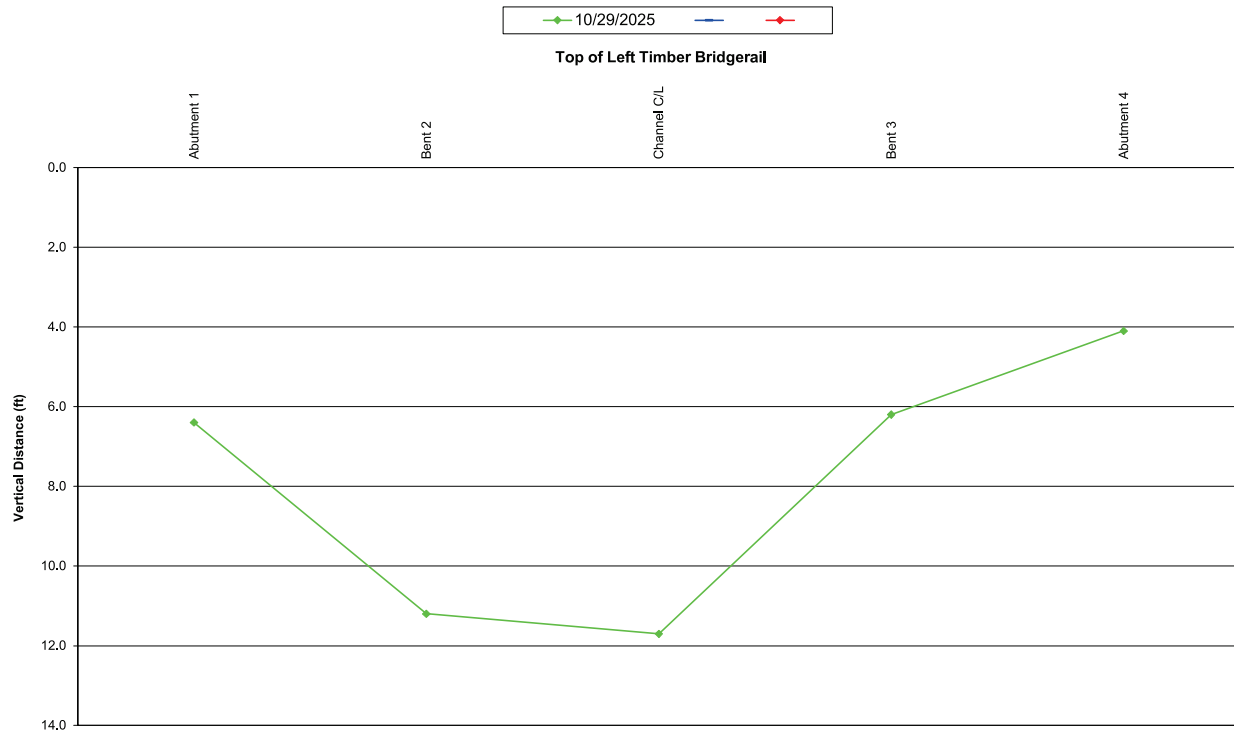
Blank box = No previous measurement available.

Relative Channel Plots Are Not To Scale.

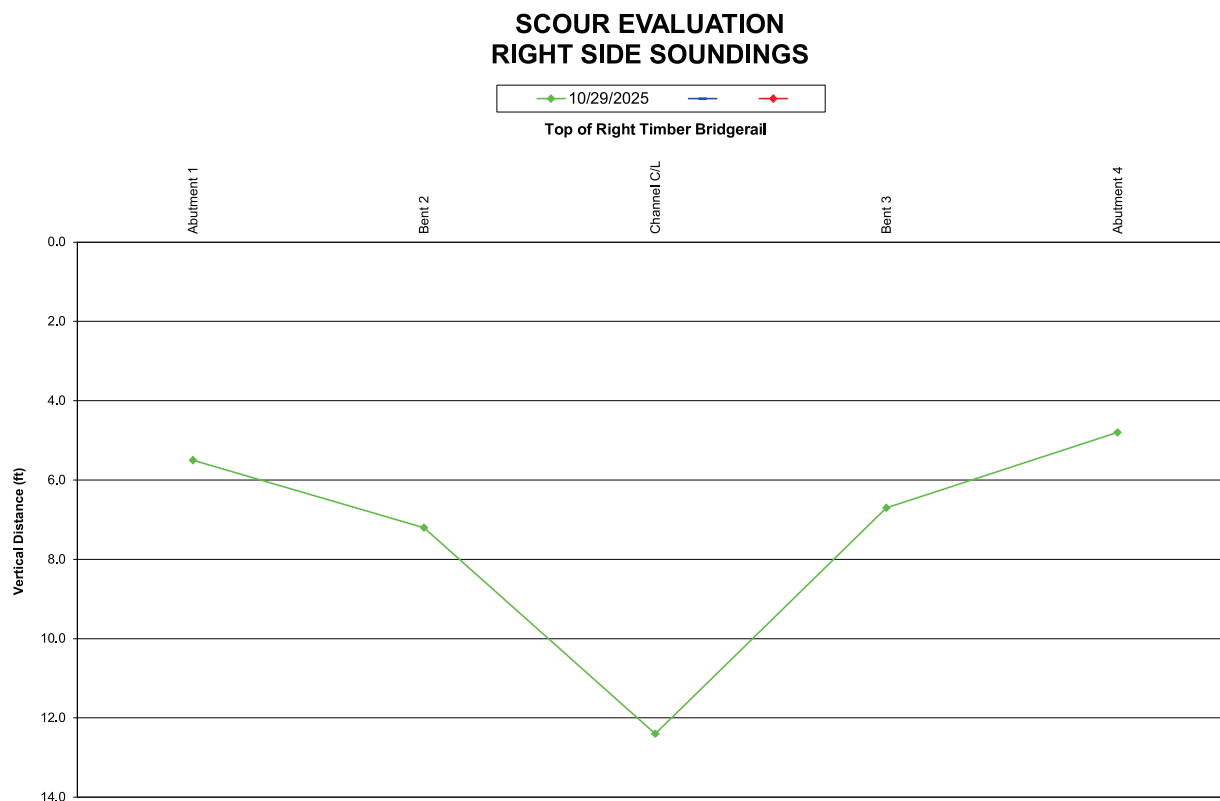
Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.

The waterline and mudline measurements, in reference to the top of the rail, are provided for future comparison. All measurements are in feet.

SCOUR EVALUATION LEFT SIDE SOUNDINGS



Relative Channel Plots Are Not To Scale.
Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.



Relative Channel Plots Are Not To Scale.
Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.



BRIDGE INSPECTION REPORT

PREPARED FOR: CITY OF KISSIMMEE

BRIDGE OWNER: CITY OF KISSIMMEE



Mill Slough Bridge W-E

CONTENTS OF REPORT

INSPECTION DATE: 10/29/2025

BrM Report

CIDR

Scour Elevation (Profile)

* Addendum (Element Notes & Photos/Sketches)

* U/W Inspection Report

* Fracture Critical Data

* Load Rating Analysis Summary

* This section is not included in this report.



Mill Slough Park Pedestrian Bridge W-E



CITY OF KISSIMMEE
Inspection/CIDR Report

Page 1 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

BY: Ayres Associates

STRUCTURE NAME: Mill Slough Park Pedestrian Bridge W-E

OWNER: 04 City/Municipal Hwy Agy

YEAR BUILT: Unknown

MAINTAINED BY: 04 City/Municipal Hwy Agy

SECTION NO.: 92 000 000

STRUCTURE TYPE: 7 Wood or Timber - 02 Stringer/Girder

MP: 0.0

LOCATION: 0

ROUTE: N/A

SERV. TYPE ON: 3 Pedestrian-Bicycle

FACILITY CARRIED Pedestrian Bridge

SERV. TYPE UNDER: 5 Waterway

FEATURE INTERSECTED: Mill Slough

☐ FUNCTIONALLY OBSOLETE

☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED:

ABOVE WATER: 10/29/2025

UNDERWATER:

N/A

SUFFICIENCY RATING: 84

HEALTH INDEX: 80.11

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 2 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

BY: Ayres Associates

STRUCTURE NAME: Mill Slough Park Pedestrian Bridge
W-E

OWNER: 04 City/Municipal Hwy Agy

YEAR BUILT: Unknown

MAINTAINED BY: 04 City/Municipal Hwy Agy

SECTION NO.: 92 000 000

STRUCTURE TYPE: 7 Wood or Timber - 02 Stringer/Girder

MP: 0.0

LOCATION:

ROUTE: N/A

SERV. TYPE ON: 3 Pedestrian-Bicycle

FACILITY CARRIED Pedestrian Bridge

SERV. TYPE UNDER: 5 Waterway

FEATURE INTERSECTED: Mill Slough

- ☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
- ☐ THIS BRIDGE IS SCOUR CRITICAL
- ☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
- ☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED:

ABOVE WATER: 10/29/2025

UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 5 Fair

CHANNEL: 7 Minor Damage

SUPERSTRUCTURE: 6 Satisfactory

CULVERT: N N/A (NBI)

SUBSTRUCTURE: 6 Satisfactory

SUFF. RATING: 84

PERF. RATING: N/A

HEALTH INDEX: 80.11

FIELD PERSONNEL / TITLE / NUMBER:

INITIALS

Lynch, Mitchell - Bridge Inspector (CBI # 00708)

MJL

Maslyn, Rick - Bridge Inspector (CBI # 00271)

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Maslyn, Rick - Bridge Inspector (CBI # 00271)

RM

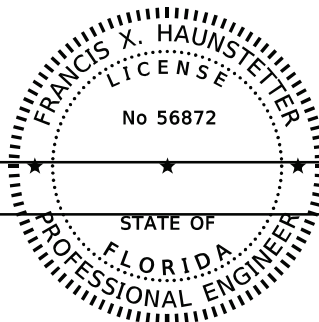
CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Haunstetter, Francis - Professional Engineer (PE #56872)

Ayres Associates (CA #4356)

8875 Hidden River Pkwy, Suite 200

Tampa FL 33637



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

Francis X Haunstetter
2025.11.24 18:05:52 -05'00'

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE: _____

DATE: _____

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 3 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

DECKS: Decks/Slabs

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	31 - Timber Deck	3	0	-	480	100	0	-	0	-	480 sq.ft.
Structure Unit 1	1150 - Check/Shake	3	0	-	480	100	0	-	0	-	480 sq.ft.

Element Inspection Notes:

31 / 3 Note: There is a 10ft. long concrete approach slab adjacent to span 1 to the west.

CS2 (1150) = Timber deck planks are weathered and have checks up to 1/8in. wide that penetrates up to 50% member thickness. (480FT). Refer to Photo 1. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

CHANNEL: Channel

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	8290 - Channel	3	1	100	0	-	0	-	0	-	1 (EA)

Element Inspection Notes:

8290 / 3 No defects.

CITY OF KISSIMMEE
Inspection/CIDR Report

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

SUPERSTRUCTURE: Superstructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	111 - Timber Open Girder	3	0	-	290	97	10	3	0	-	300 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	290	100	0	-	0	-	290 ft
Structure Unit 1	1170 - Split/Delamination	3	0	-	0	-	10	100	0	-	10 ft

Element Inspection Notes:

111 / 3 CS2 (1150) = Timber pier caps have checks throughout up to 1/32in. W that penetrates up to 50% member thickness. (290FT)

CS3 (1170) = Timber girder 2-5 is split up to 1/4in. W x 10ft. L. (10FT). Refer to Photo 2. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 6 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	235 - Timber Pier Cap	3	0	-	57	100	0	-	0	-	57 ft
Structure Unit 1	1150 - Check/Shake	3	0	-	57	100	0	-	0	-	57 ft

Element Inspection Notes:

235 / 3 CS2 (1150) = Timber pier caps have checks throughout up to 1/16in. W that penetrates up to 50% member thickness. (57FT)

CITY OF KISSIMMEE
Inspection/CIDR Report

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	215 - Re Conc Abutment	3	20	100	0	-	0	-	0	-	20 ft

Element Inspection Notes:

215 / 3 No defects.

CITY OF KISSIMMEE
Inspection/CIDR Report

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Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

SUBSTRUCTURE: Substructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	228 - Timber Pile	3	0	-	8	100	0	-	0	-	8 (EA)
Structure Unit 1	1150 - Check/Shake	3	0	-	2	100	0	-	0	-	2 (EA)
Structure Unit 1	7000 - Damage	3	0	-	6	100	0	-	0	-	6 (EA)

Element Inspection Notes:

228 / 3 CS2 (1150) = Piles have checks throughout up to 1/8in. W that penetrates up to 50% of member thickness. (2EA)

CS2 (7000) = Bents 2/3/4 piles have random isolated areas of surface damage that affects less than 10% of member near waterline. (6EA)

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 9 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

All Elements

SUPERSTRUCTURE: Superstructure

Str Unit	Elem/Description	Env	Qty 1	%1	Qty 2	%2	Qty 3	%3	Qty 4	%4	T Qty
Structure Unit 1	332 - Timber Bridge Railing	3	0	-	110	92	0	-	10	8	120 ft
Structure Unit 1	1020 - Connection	3	0	-	60	100	0	-	0	-	60 ft
Structure Unit 1	1140 - Decay/Section Loss	3	0	-	0	-	0	-	10	100	10 ft.
Structure Unit 1	1150 - Check/Shake	3	0	-	50	100	0	-	0	-	50 ft.

Element Inspection Notes:

332 / 3

CS2 (1150) = Timber railing horizontal boards have checks throughout up to 1/16in. W that penetrates up to 5% of member thickness.

CS2 (1020) = Timber railing is loose and flimsy but the connection is intact. (60FT)

CS2 (1150) = Timber railing posts have checks throughout up to 1/8in. W that penetrates more than 5% of member thickness. (50FT)

CS4 (1140) = Timber railing has missing and broken pickets in isolated areas throughout. (6FT). REPAIR.

CS4 (1140) = Timber railing is missing the bottom horizontal for 4ft, at the southwest quadrant. (4FT). Refer to Photo 3. REPAIR.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 10 of 19

Inspection

Structure ID: Mill Slough W-E

INSPECTION DATE: 10/29/2025

Total Number of Elements*: 7

*excluding defects/protective systems

Structure Notes

BRIDGE OWNER: CITY OF KISSIMMEE

This structure is inventoried west to east.

INSPECTION NOTES: 10/29/2025

No notes.

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 11 of 19

Structure ID: Mill Slough W-E

Description

Structure Unit Identification

Bridge/Unit Key: Mill Slough W-E 1
Structure Name: Mill Slough Park Pedestrian Bridge W-E
Description:
Type: M - Main

Roadway Identification

NBI Structure No (8): Mill Slough W-E
Position/Prefix (5): 1 - Route On Structure
Kind Hwy (Rte Prefix): Not Applicable (P)
Design Level of Service: 1 Mainline
Route Number/Suffix: 00000 / 0 N/A (NBI)
Feature Intersect (6): Mill Slough
Critical Facility: Not Defense-crit
Facility Carried (7):
Mile Point (11): 0.0
Latitude (16): 028d18'48.1" Long (17): 081d23'13.5"

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): Not on Base Network
LRS Inventory Rte (13a): 92 000 000 Sub Rte (13b): 00
Functional Class (26): Not Applicable
Federal Aid System: N/A
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 0 Not Hwy traffic
Emergency:

NBI Project Data

Proposed Work (075A): 35
Work To Be Done By (075B): 1
Improvement Length (076): 60 ft

NBI Rating

Channel (61): 7 Minor Damage
Deck (58): 5 Fair
Superstructure (59): 6 Satisfactory
Substructure (60): 6 Satisfactory

Roadway Traffic and Accidents

Lanes (28): N/A Medians: N/A Speed: N/A
ADT Class: N/A
Recent ADT (29): N/A Year (30): N/A
Future ADT (114): N/A Year (115): N/A
Truck % ADT (109): N/A
Detour Length (19): N/A
Detour Speed: N/A
Accident Count: -1 Rate:

Roadway Clearances

Vertical (10): N/A Appr. Road (32): N/A
Horiz. (47): N/A Roadway (51): N/A
Truck Network (110): 0 Not part of natl network
Toll Facility (20): Not Applicable (P)
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route:
Transit Route:

Improvement Cost (094): \$ 9,286.00
Roadway Improvement Cost (095): \$ 0
Total Cost (096): \$ 9,286.00
Year of Estimate (097): 2025

Culvert (62): N N/A (NBI)
Waterway (71): 7 Above Minimum
Unrepaired Spalls: -1 sq. ft.
Review Required: X

CITY OF KISSIMMEE
Inspection/CIDR Report

Page 12 of 19

Structure ID: Mill Slough W-E

Structure Identification

Admin Area: Not Applicable
District (2): D5 - Deland
County (3): (92) Osceola
Place Code (4): Kissimmee city
Location (9): 0
Border Br St/Reg (98): Not Applicable (P) Share: %
Border Struct No (99):
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Does not meet NBI Length
Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 04 City/Municipal Hwy Agy
Owner (22): 04 City/Municipal Hwy Agy
Historic Signif. (37): 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45): 5
Approach Spans (46): 0
Length of Max Span (48): 10 ft
Total Length: 60 ft
Deck Area: 480 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27) Unknown
Year Reconstructed (106):
Type of Service On (42a): 3 Pedestrian-Bicycle
Under (42b): 5 Waterway
Fracture Critical Details: Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left: 0 ft Right: 0 ft
Bridge Median (33): 0 No Median
Main Span Material (43A): 7 Wood or Timber
Appr Span Material (43A): Not Applicable (P)
Main Span Design (43B): 02 Stringer/Girder
Appr Span Design (44B): Not Applicable (P)

Deck Type and Material

Deck Width (52): 8 ft
Skew (34): 0 deg
Deck Type (107): 8 Wood or Timber
Surface (108): 0 None
Membrane: 0 None
Deck Protection: 0 None

Appraisal

Structure Appraisal

Open/Posted/Closed (41): Not Applicable (P)
Deck Geometry (68): N Not applicable (NBI)
Underclearances (69): N Not applicable (NBI)
Approach Alignment (72): 1 Rating not used
Bridge Railings (36a): N N/A or not required
Transitions (36b): N N/A or not required
Approach Guardrail (36c): N N/A or not required
Approach Guardrail Ends (36d): N N/A or not required
Scour Critical (113): 6 Calcs not made

Navigation Data

Navigation Control (38): Permit Not Required
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Left Clr (116): 0 ft
Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 84
Health Index: 80.11
Structural Eval (67):
Deficiency:

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): N Feature not hwy or RR
Under (54b): 0 ft

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
Right Side (55): 0 ft
Left Side (56): 0 ft

Schedule

Current Inspection

Inspection Date: 10/29/2025
Inspector: Lynch, Mitchell - Bridge Inspector (CBI # 00708)
Bridge Group: N/A
Alt. Bridge Group: N/A
Primary Type: Regular NBI
Review Required: X

Next Inspection Date Scheduled

NBI: 10/29/2027
Element:
Fracture Critical:
Underwater:
Other/Special:
Inventory Photo Update Due:

CITY OF KISSIMMEE
Inspection/CIDR Report

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Structure ID: Mill Slough W-E

Schedule Cont.

**Inspection Types
Performed**

NBI ☒

Element ☒

Fracture Critical ☐

Underwater ☐

Other Special ☐

Inspection Intervals

Required (92)

Frequency (92)

Last Date (93)

Inspection Resources

Fracture Critical

☐

mos

Underwater

☐

mos

Other Special

☐

mos

NBI

24 mos (91)

10/29/2025 (90)

Crew Hours: 2

Flagger Hours: 0

Helper Hours: 0

Snooper Hours: 0

Special Crew Hours: 0

Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:

Channel Depth: 2.1 ft

Radio Frequency:

Phone Number:

Exception Date:

Exception Type:

Accepted By Maint:

Warranty Expiration:

Performance Rating:

Permitted Utilities: Power ☐

Water ☐

Gas ☐

Fiber Optic ☐

Sewage ☐

Other ☐

Bridge Rail 1: Other

Bridge Rail 2: Not Applicable (No Rail)

Electrical Devices: No electric service

Culvert Type: Not Applicable

Maintenance Yard: Not FDOT maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure:

2nd Previous Structure:

Replacement Structure:

Bridge Load Rating Information

Inventory Type (065):

Operating Type (063):

Original Design Load (031):

Date:

Initials:

Load Rating Rev. Recom.:

Load Rating Plans Status:

Load Rating Notes:

Inventory Rating (066):

Operating Rating (064):

FL 120 Permit Rating:

HS20/FL 120 Max Span Rating:

Dynamic Impact in Percent:

Governing Span Length:

Minimum Span Length:

Distribution Method:

LEGAL LOADS

SU2: -1.0 tons

SU3: -1.0 tons

SU4: -1.0 tons

C3: -1.0 tons

C4: -1.0 tons

C5: -1.0 tons

ST5: -1.0 tons

Posting (070):

Open/Posted/Closed (041):

FLOOR BEAM (FB) FB Present: No

FB Span Length, Gov:

FB Spacing, Gov:

FB OPR Rating:

FB SU4 OPR Rating:

FB FL 120 Rating:

Bridge Scour and Storm Information

Pile Driving Record: Not Applicable

Foundation Type: No foundation details

Mode of Flow: Not Applicable

Rating Scour Eval: Not applicable

Highest Scour Eval: Not applicable

Scour Evaluation Method:

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 - EV inapplicable

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.0 RF

Scour Recommendation I: Not Applicable

Scour Recommendation II: Not Applicable

Scour Recommendation III: Not Applicable

Scour Elevation: 999 ft

Action Elevation: 999 ft

Storm Frequency: 999

Inspection Report

Structure ID: Mill Slough W-E

DISTRICT: D5 - Deland

INSPECTION DATE: 10/29/2025

**Photo 1: Element 31 Timber Deck**

Typical weathered timber deck with checks

REPAIR RECOMMENDATION:

Consider replacing deck planks.

Pressure wash topside.

Inspection Report

Structure ID: Mill Slough W-E

DISTRICT: D5 - Deland

INSPECTION DATE: 10/29/2025



Photo 2: Element 111 Timber Open Girder

Split in timber girder 2-5

REPAIR RECOMMENDATIONS:

Repair split in girder 2-5.

Inspection Report

Structure ID: Mill Slough W-E

DISTRICT: D5 - Deland

INSPECTION DATE: 10/29/2025



Photo 3: Element 332 Timber Bridge Railing

Timber railing southwest quadrant missing bottom horizontal

REPAIR RECOMMENDATION:

Install missing railing boards and pickets.

SCOUR EVALUATION

LEFT SIDE

		10/29/2025			
		Original			Change
Abutment 1		6.6			0.0
Bent 2		11.7			0.0
Bent 3		12.9			0.0
Bent 4		10.6			0.0
Bent 5		6.7			0.0
Abutment 6		5.4			0.0

Waterline at C/L Channel	10.8		
--------------------------	------	--	--

RIGHT SIDE

		10/29/2025			
		Original			Change
Abutment 1		7.1			0.0
Bent 2		10.8			0.0
Bent 3		12.1			0.0
Bent 4		11.4			0.0
Bent 5		6.0			0.0
Abutment 6		4.1			0.0

Waterline at C/L Channel	10.8		
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NOTE: - = An increase in degradation.

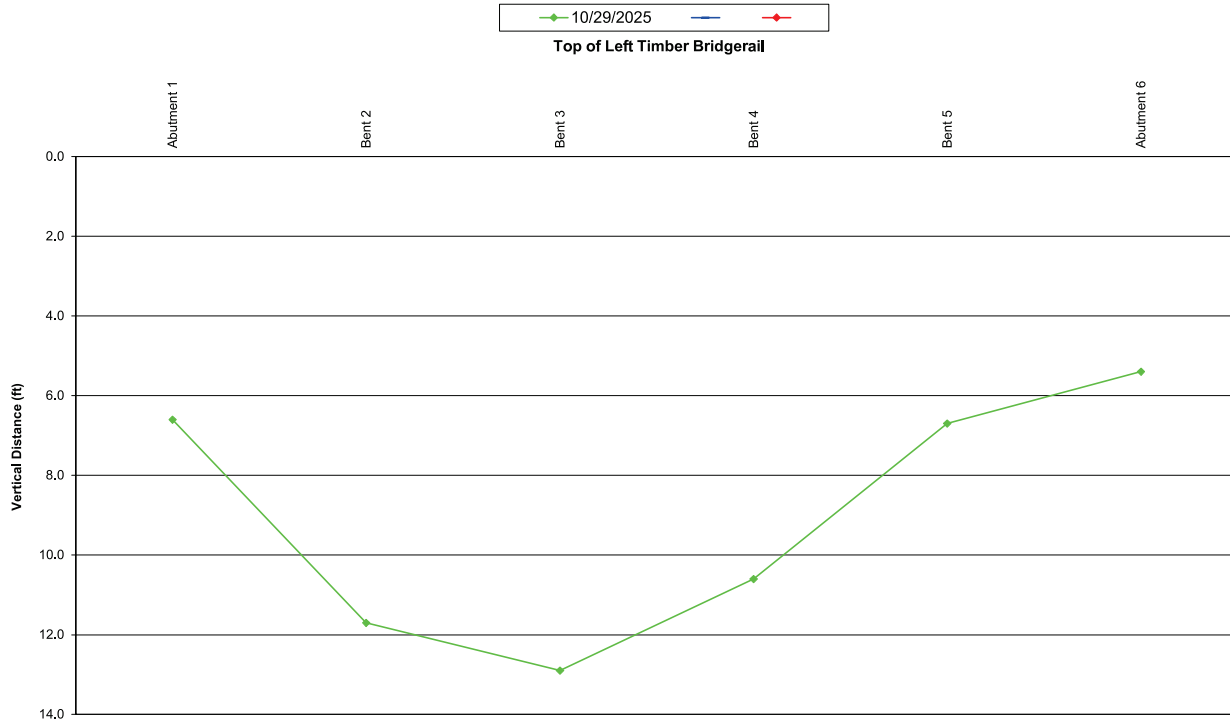
Blank box = No previous measurement available.

Relative Channel Plots Are Not To Scale.

Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.

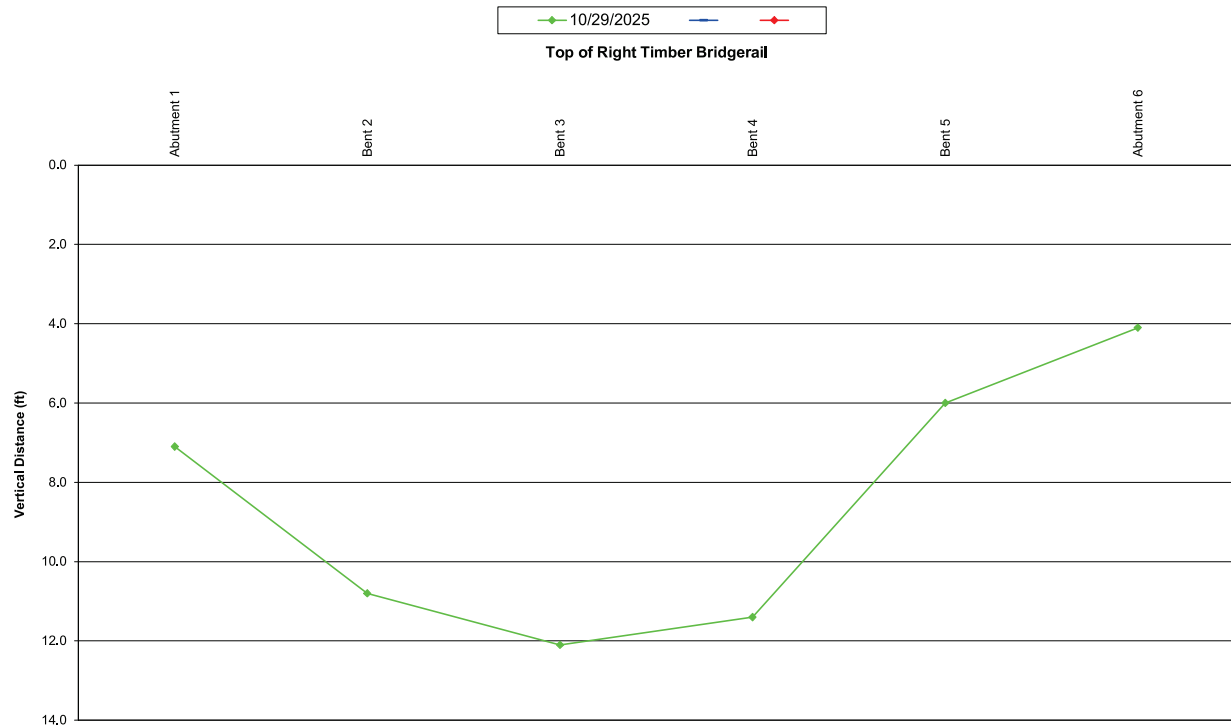
The waterline and mudline measurements, in reference to the top of the rail, are provided for future comparison. All measurements are in feet.

SCOUR EVALUATION LEFT SIDE SOUNDINGS



Relative Channel Plots Are Not To Scale.
Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.

SCOUR EVALUATION RIGHT SIDE SOUNDINGS



Relative Channel Plots Are Not To Scale.
Any Vertical Curvature Of Datum Point Is Not Reflective In Plot.

Ayres Associates
City of Dunedin Non-Qualifier Bridge Repairs
Bridge Repair Summary

By: FXH 11/21/2025

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Summary

No.	Bridge No.	Facility Carried	Feature Intersected	Repairs	Mobilization	MOT	Total
1	Bridge 1	Mill Slough Park Pedestrian Bride S-N	Mill Slough	\$72,551	\$10,883	\$0	\$83,434
2	Bridge 2	Mill Slough Park Pedestrian Bride W-E	Mill Slough	\$8,074	\$1,212	\$0	\$9,286
Total				\$80,624	\$12,095	\$0	\$92,719

Total Repair Costs	\$80,624
Total Mobilization	\$12,095
Total MOT	\$0
Grand Total	\$92,719

Check Grand Total	\$92,719
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I:\E3\05163079600_City of Kissimmee Mill Slough Park Pedes\C - Reports\SR_HL_Costs\Kissimmee_Non-Qualifier_Repairs_2025_Costs.xlsx\Cost

Notes:

1. Unit costs were taken from recent FDOT Statewide 12-month Historical Item Average Unit Costs. Unit prices were adjusted for small quantities.
2. Under the Impact column, Major repairs those which should be performed to address public safety concerns or to maintain the serviceability of the bridge. All other repairs are noted as Minor.

No.	Bridge No.		Facility Carried		Feature Intersected		Quantity	Units	Unit Price	Cost
	1	Bridge 1	Mill Slough Park Pedestrian Bridge S-N	Pay Item	Impact	Description				
	FDOT Element Number	FDOT Pay Item No.								
31		470-1	Treated Timber		Major	The timber deck planks are weathered and have checks up to 1/8in. wide that penetrates up to 50% member thickness. The timber deck in isolated random areas has decay up to 5ft. W x 2in. L x 2in. D. The timber deck, 8ft. from the north approach, has broken deck boards up to 2ft. L x 5ft. W. Replace the deck boards.	0.8	MB	\$6,728	\$5,382
111		470-1	Treated Timber		Major	Ideally, each span would contain three (3) timber girders, not two (2). Currently, There are two lines of timber girders, one along each outside edge of the deck. Add a third line of girders down the middle of the deck underside. Bent 2 cap east end has up to a 5in. X 5in. X 20in. D area of decay. Repair.	0.2	MB	\$6,728	\$1,346
235		401-70-1	Restore Spalled Areas, Epoxy (Use for epoxy grouting cap)		Major		1	CF	\$750	\$750
228		457-1-12	Standard Integral Pile Jacket, Non-Structural, 16.1 to 30.0"		Major	The Bent 2 and 3 piles have checks up to 1/2" wide x 4" deep that penetrate more than 50% of the member thickness. Jacket the affected piles.	28	LF	\$2,300	\$64,400
332		470-1	Treated Timber		Major	The timber railing pickets are broken in random isolated areas. Replace the broken pickets.	0.1	MB	\$6,728	\$673
---		101-1	Mobilization		---	Assume 15% mobilization on all bridges.	1	LS	Subtotal	\$72,551
---		102-1	Maintenance of Traffic (MOT)		---	Assume 15% MOT on vehicular bridges, 0% on pedestrian bridges.	1	LS	---	\$10,883
									Total	\$83,434

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No.	Bridge No.	Facility Carried	Feature Intersected						
2	Bridge 2	Mill Slough Park Pedestrian Bridge W-E	Description		Impact	Quantity	Units	Unit Price	Cost
	FDOT Element Number	FDOT Pay Item No.	Pay Item						
	31	470-1	Treated Timber	Major	The timber deck planks are weathered and have checks up to 1/8in. wide that penetrates up to 50% member thickness. Replace the deck boards.	1	MB	\$6,728	\$6,728
	111	470-1	Treated Timber	Major	Timber Girder 3-5 is split through up to 1/4" wide x 10'-0" long. Repair.	0.1	MB	\$6,728	\$673
	332	470-1	Treated Timber	Major	The timber railing is missing the bottom horizontal for 4'-0" at the southwest quadrant. The timber railing has missing and broken pickets in isolated areas throughout. Replace the missing and broken horizontal rail and pickets.	0.1	MB	\$6,728	\$673
								Subtotal	\$8,074
---	101-1	Mobilization		---	Assume 15% mobilization on all bridges.	1	LS	---	\$1,212
---	102-1	Maintenance of Traffic (MOT)		---	Assume 15% MOT on vehicular bridges, 0% on pedestrian bridges.	1	LS	---	\$0
							Total		\$9,286

ITEM 8.A

Interim City Attorney Employment Contract

Request

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

Explanation

At the February 17, 2026, City Commission Meeting, the City Commission voted to appoint Deputy City Attorney Kalanit Oded as Interim City Attorney while the Commission continues its consideration of a permanent appointment to the position.

The attached employment contract formalizes Kalanit Oded's appointment as Interim City Attorney, effective immediately, and continuing through April 1, 2027, unless extended by mutual agreement of the City Commission and Ms. Oded. The proposed contract provides for the same leave, pension, and benefits afforded to the City's general employees. The proposed contract also provides that in the event the Commission terminates the agreement for convenience, Ms. Oded would be entitled to revert to her previous position as Deputy City Attorney. Termination for convenience includes the City Commission successfully appointing and hiring a successor City Attorney prior to the expiration of this Agreement.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (S) 3.17.2026 Interim City Attorney Employment Agreement (FINAL.KO)

EMPLOYMENT AGREEMENT
INTERIM CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT is made and entered into this February 17, 2026 (the "Effective Date"), by and between the CITY OF KISSIMMEE, a Florida municipal corporation (hereinafter referred to as "the City"), whose address is 101 Church Street, Kissimmee, FL 34741, and Kalanit Oded (hereinafter referred to as "the City Attorney.")

WITNESSETH:

WHEREAS, the City Commission has determined to offer Kalanit Oded the position of Interim City Attorney while City Commission continues its consideration for a permanent City Attorney; and

WHEREAS, Kalanit Oded has determined to accept said offer and to serve the City as Interim City Attorney during the effective term of this Agreement; and

WHEREAS, the parties have negotiated the terms of said employment which are set forth in this Employment Agreement; and

WHEREAS, for purposes of this Employment Agreement, and where the context is appropriate, the phrase City Attorney shall mean Interim City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and promises set forth herein, the sufficiency all of which is acknowledged, the City and the Interim City Attorney, desiring to be legally bound, do agree as follows:

1. Employment:

- a. Commencing on the Effective Date of this agreement, the City hereby employs Kalanit Oded as Interim City Attorney to perform the functions and duties: a) as specified in the Kissimmee City Charter, Article II, Chapter 5; Kissimmee Code of Ordinances, Chapter 2, Art. IV, Div. 3, § 2-247-276, all as the same may be amended from time to time; b) as specified by Ordinance or in the City Code, all as the same may be adopted or amended from time to time; c) as included in the City's official job description for the position of City Attorney as approved by the City Commission; and (d) as may be directed by the City Commission from time to time. Kalanit Oded hereby accepts and agrees to diligently perform the duties set forth in this Section 1.
- b. This Agreement, unless terminated as hereinafter provided, shall commence and remain in effect for a term as described below at which time this Agreement shall expire, unless the terms hereof may be modified by mutual consent and/or extended by agreement of both parties hereto. The term of employment specified in this Agreement will commence immediately upon the Effective Date and shall continue through April 1, 2027, unless extended by mutual agreement of the parties, or terminated prior thereto pursuant to this Agreement.
- c. The Parties agree that, unless terminated for cause as described in Section 3 below, upon the expiration or prior termination of this Agreement Kalanit Oded shall revert to the full-time Deputy City Attorney position with all status, privileges, and benefits afforded for continuous employment based on the original hire date of November 24,

2019, including any merit, cost of living, or other compensation and benefits approved by City Commission effective October 1, 2026, and earned and accrued (but unused) holiday leave, annual leave and/or sick leave, all as authorized by the City Personnel Rules & Regulations Policies & Procedures.

2. Terms and Conditions of Employment:

- a. It is agreed that this Agreement shall be subject to all provisions of the City Charter and City Code, all as the same may be amended from time to time.
- b. The City and the City Attorney agree that the City Attorney is a full-time professional, managerial employee. In consideration of 29 CFR 541.102, the City Attorney agrees that she is properly classified as "exempt" for purposes of the requirements of the Fair Labor Standards Act. "Full-time" as used in this Agreement refers to a minimum of 40 hours/week.
- c. The City Attorney agrees to devote her full working time (e.g. - Monday through Friday) to her work and duties as City Attorney and to attend all City Commission meetings. In the event that the City Attorney is unable to attend a City Commission meeting, the Deputy or Assistant City Attorney will be appointed and attend in her place.
- d. The City Commission acknowledges that the City Attorney is serving in a professional and exempt position. As such, the City Attorney may have City work-related duties off-site, at locations other than City Hall. The City Attorney will be present in the event of emergencies, (events including but not limited to major weather events such as a hurricane or tropical storm event), and when the position or conditions require her attendance to duties within the City.
- e. Kalanit Oded agrees to perform all duties and functions of City Attorney, as set forth in Section 1. of this Agreement, in a competent, professional, efficient and effective manner. The City Commission shall be the sole judge of whether the City Attorney performs and has performed such duties and functions in a competent, professional, efficient and effective manner as required herein.

3. Termination:

- a. Termination by City Attorney: This Agreement may be terminated by the City Attorney by the giving of notice, in writing, to the City Commission at least sixty (60) days prior to the effective date of intended termination. No severance compensation, other than benefits due pursuant to Sections 4 and 5 of this Agreement, from the City to the City Attorney will be due or paid to the City Attorney in the event that the City Attorney terminates the Agreement, unless mutually agreed to between the City Attorney and the Commission.
- b. Termination by Commission for Convenience: The City Commission may terminate this Agreement for any reason for its convenience, without prior notice, and without cause by providing written notice to the City Attorney. Termination for convenience shall include City Commission successfully appointing and hiring a successor City Attorney prior to the expiration of this Agreement. Upon termination for convenience by the City, no severance compensation, other than benefits due pursuant to Sections 4

and 5 of this Agreement, from the City to the City Attorney will be due or paid to the City Attorney unless mutually agreed to between the City Attorney and the Commission, and the parties agree that Kalanit Oded shall be entitled to revert to the Deputy City Attorney position as described in Section 1.c. of this Agreement.

- c. Termination by Commission for Cause: This Agreement may be terminated by the City, solely by action of its City Commission, at any time for cause. The term "cause" as set forth in this Section 2. will be defined from time to time under Florida statutory law and case law, and the term "for cause" will include any of the following:

- (1) Malfeasance;
- (2) Misfeasance;
- (3) Neglect of duty; or

(4) As required by Section 215.425(4)(a)2., Florida Statutes, "misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours. "Misconduct" is defined as the events described in Section 443.036(29), Florida Statutes, which events may not be construed *in pari materia* with each other.

As provided by Section 215.425(4)(a)2., Florida Statutes, in the event of termination for cause, the City Attorney will receive no severance, dismissal or termination compensation or other benefits other than payment for earned and accrued (but unused) holiday leave, annual leave and/or sick leave, all as authorized by the City Personnel Rules & Regulations Policies & Procedures in effect at the time of the City Attorney's termination for cause.

- d. Permanent Disability. If City Attorney is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) days beyond any accrued sick leave and annual leave, the City Commission has the option to terminate this Agreement in the manner provided in Section 3.b. above.
- e. Suspension. The City Commission may suspend the City Attorney with or without full or partial pay and/or benefits at any time during the term of this Agreement, but only if:

(i) a majority (three (3) members) of the City Commission and the City Attorney agree; or

(ii) after a public hearing a majority (three (3) members) of the Commission votes to suspend the City Attorney, for cause; provided, however, that the City Attorney will have been given written notice setting forth any charges at least five (5) days prior to such hearing by the Commission member bringing such charges. "Cause" as used herein is defined as set forth in Section 3.c. above and also includes but not be limited to an inability to perform the duties, responsibilities, and functions of the office of City Attorney; arrest for a felony or for a misdemeanor related to the duties of office of City Attorney; or indictment or the filing of an information against the City Attorney for the commission of a federal felony or misdemeanor or state felony or misdemeanor related to the duties of office of City Attorney.

The suspension of the City Attorney creates a temporary vacancy in the office of City Attorney during the suspension. Any temporary vacancy in office created by suspension of the City Attorney under the provisions of this section shall be filled by a Deputy or Assistant City Attorney, or other individual appointed by the City Commission as a temporary or other appointment to the office of City Attorney for the period of the suspension. Such appointment shall be made in the same manner and by the same authority by which a permanent vacancy in such office is filled.

The City Attorney, upon suspension from the office of City Attorney under this section, will not perform any official act, duty, or function, as City Attorney, during her suspension; receive any pay or allowance during her suspension if suspended without pay; or be entitled to any of the emoluments or privileges of her office during the suspension.

If the City Attorney is convicted of any of the charges contained in an indictment or information by reason of which she was suspended under the provisions of this section, the City Commission has the authority to immediately remove the City Attorney from office as City Attorney. For the purposes of this section, any person who pleads guilty or *nolo contendere* or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

If the City Attorney is acquitted or found not guilty or is otherwise cleared of the charges which were the basis of the arrest, indictment, or information by reason of which she was suspended under the provisions of this section, then the City Commission shall forthwith revoke the suspension and restore the City Attorney to office; and the City Attorney, if suspended without pay and benefits, will be entitled to and be paid full back pay and such other emoluments or allowances to which she would have been entitled for the full period of time of the suspension. If, during the suspension, the employment and appointment of the City Attorney is terminated as provided herein, such back pay, emoluments, or allowances shall only be paid for the duration of the time during which the City Attorney was suspended under the provisions of this section, until her employment was terminated, and she will not be reinstated once terminated, unless the City Commission agrees otherwise.

- f. Any directive of the City Commission to the City Attorney which, if carried out by the City Attorney, would in the opinion of the Attorney General or State Attorney for Osceola County (as to criminal statutes, Government-in-the-Sunshine Law or Public Records Law), Florida Commission on Ethics (as to the Florida Code of Ethics), or the City Attorney (as to the City Charter) constitute a violation of any Florida or Federal criminal statutes, the City or State ethics codes, the Florida Government-in-the-Sunshine Law, Public Records Law, or the City Charter, will not constitute a basis for termination or suspension for "cause" as set forth in this Section 3.

4. Compensation:

- a. Salary: Upon the Effective Date of this Agreement, the rate of compensation to be paid by the City to the City Attorney will be \$224,536.00 *per annum* gross pay and \$6,000 *per annum* car allowance. Said compensation is payable in equal installments every two weeks. If the City's pay schedule changes from time to time for other full-time, regular non-union employees, the City may alter the foregoing pay schedule; provided that the annual rate of compensation is not reduced without the consent of the City Attorney.
- b. Merit or Cost of Living Increases: As a contractual employee and as further consideration for this agreement, the City Attorney is eligible for bonus (as provided in Section 215.425, Florida Statutes), merit and/or cost of living increases, all within the discretion of the City Commission from time to time. Any non-merit related pay adjustments, such as cost-of-living adjustments, given to all full-time, regular employees or to all non-union, regular full-time employees, will also be given to the City Attorney.

Performance evaluations will be made based upon goals, performance responsibilities and standards for the City Attorney which are appropriate for the proper and professional operation of the City government and in the attainment of the City Commission's policy objectives. The goals, performance responsibilities and standards may be derived and revised annually at the option of the City Commission. The goals, performance responsibilities and standards will be jointly prepared by the City Commission and the City Attorney. Any goals, performance responsibilities and standards will be prioritized, reduced to writing, and attainable within the time limitations specified and within the constraints of the annual operating and capital appropriations budget provided. The City Attorney's performance evaluation will be conducted at least annually in an effort to provide the City Attorney with a written evaluation in order to provide feedback or constructive criticism of the City Attorney's performance.

5. Benefits:

The City Commission recognizes the City Attorney as a long-time professional who began employment with the City on November 24, 2019, and earns certain benefits as an employee of the City since 2019. The City Attorney shall receive the following benefits:

- a. Holiday compensation pursuant to any City personnel, rules, regulations, policies and procedures, as may be amended from time to time, with the approval of the City Commission.
- b. Administrative and Additional Holiday Leave. The City Attorney will retain her earned administrative and additional leave that is unused as of the Effective Date of this Agreement. Administrative and additional holiday leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of administrative and additional holiday leave time, the City Attorney will be scored as an employee hired November 24, 2019.

- c. Annual Vacation Leave. The City Attorney will retain her earned vacation leave that is unused as of the Effective Date of this Agreement. Annual vacation leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual vacation leave time, the City Attorney will be scored as an employee hired November 24, 2019.
- d. Sick Leave. The City Attorney will retain her awarded sick leave that is unused as of the Effective Date of this Agreement. Sick leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual sick leave time, the City Attorney will be scored as an employee hired November 24, 2019.
- e. Special leaves (*e.g.* – bereavement, civil (jury) leave, injury leave, military leave, training leave, or family/medical leave) pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and with the approval of the City Commission, as may be necessary.
- f. Health insurance coverage. The City Attorney will have health insurance coverage for herself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. If the City Attorney opts to have health insurance coverage for her immediate family, the City Attorney will be required to pay the applicable premium or portion of the applicable premium for such coverage to the same extent as other full-time, regular, non-union City employees are charged.
- g. Dental Insurance. The City Attorney will have dental insurance coverage for herself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. Dental insurance coverage is not currently an included benefit but may be purchased to the extent available to other full-time, regular, non-union City employees.
- h. Life Insurance. The City Attorney for herself will have life insurance coverage for herself to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees.
- i. Unemployment compensation and workers' compensation, to the extent paid as provided to all other full-time, regular, non-union City employees.
- j. Retirement. The City will provide retirement benefits to the City Attorney in the form of participation in the City of Kissimmee Employees' Retirement Plan ("Pension Plan"). The City will pay from time to time the required employer's contribution as provided by law, and the City Attorney will pay whatever employee contribution is

required by the Pension Plan from time to time. Said payment may at the option of the City or the Pension Plan be made as a deduction from the City Attorney's paycheck.

- k. Automobile. The City Attorney will receive a monthly automobile allowance of \$500.00 per month to compensate for City business travel within Osceola County. As an alternative, the City Attorney will be entitled to exclusive use of an automobile on terms and conditions to be agreed to by the City and the City Attorney.
- l. Travel. The City Attorney will receive travel compensation from time to time for authorized travel on City business outside of Osceola County or overnight outside of Osceola County in the same manner as provided to other full-time, regular, non-union City employees.
- m. Administrative, Additional Holiday, Vacation and Sick Leave: The City Attorney will retain her earned administrative, additional holiday, vacation and sick leave time that is unused as of the Effective Date of this Agreement.
- n. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.
- o. Reductions of compensation or other benefits. Except as otherwise provided herein, the City will not reduce the City Attorney's amounts of annual administrative, additional holiday, holiday, vacation, and sick leave, all as set forth herein, during the term of this Agreement without the consent of the City Attorney. However, with the exception of annual leave and annual compensation, this provision will not prohibit the City Commission from adjusting benefit amounts or types of benefits granted to the City Attorney to the extent that such a reduction occurs for the bulk of other regular, full-time, non-union City employees.
- p. Income Tax, Social Security, Medicare, Retirement or other deductions. To the extent that any benefits or salary are subject to deduction under applicable law, as determined by the City, State of Florida, or U.S. Government, the City Attorney is advised that she is responsible for, and she agrees by signing this Agreement that the City may deduct from any compensation or other payment made by the City to the City Attorney for payment of income tax, social security, Medicare, retirement or other deductions.

6. Professional Organizations/Seminars:

- a. The City agrees to pay the following annual dues and admission fees related to professional qualifications as a city attorney: the Florida Bar membership and section memberships as selected by the City Attorney; the federal bar for practice before the U.S. Court of Appeals for the Eleventh Circuit and the U.S. District Court for the Middle District of Florida; Osceola County Bar Association; and Florida Municipal Attorneys Association. The City agrees to pay fees and reasonable and customary travel expenses for the City Attorney's travel and attendance at the Florida Municipal Attorneys Association annual conference, the Florida Bar's Local Government conference and as needed to attend seminars for continuing legal education as required to maintain membership in the Florida Bar.
- b. The City Attorney may at City expense attend meetings of the organizations whose functions are related to the public interest of the City; provided, always, that funds are

available in the appropriate line item account in the City budget. In addition to the dues and expenses set forth in Section 6.a., the City Attorney may at City expense join professional organizations whose functions are related to the public interest of the City; provided, always, that funds are available in the appropriate line item account in the City budget. Examples of organizations referenced herein might include: the International Municipal Lawyers Association ("IMLA"), the Florida Municipal Attorneys Association ("FMAA"), the American Bar Association, and the Florida League of Cities, Inc. Compensation by the City for expenses for attendance at meetings of these organizations, seminars, conferences, and professional dues are subject to funds being available in the City budget, except to the extent set forth in section 5.a. above.

- c. Direct payments may be made to third parties in advance for conferences, seminars, and similar events by the City, provided that City funding in the budget is available. Payments made under this Section 6 by the City Attorney will be on a reimbursable basis; provided, that receipts and other sufficient documentation have been submitted to the City and demonstrate the cost of the item for which the expenditure was made and its relationship to the professional meeting attended or dues paid. Mileage, meals, hotel, and other expense reimbursement will be as set forth in promulgated City policies, as amended from time to time by the City Commission. In the event no City policy exists, Section 112.061, Florida Statutes, as amended from time to time, will apply.

7. Notices.

- a. Either party to this Agreement may give any notice hereunder to the other party by: i. manual delivery to the recipient at the address below; ii. mailing by certified first class U.S. mail, postage prepaid, return receipt requested, to the recipient at the recipient's address shown below, or iii. recognized national overnight courier to the recipient at the recipient's address shown below. Either party may unilaterally change its address by giving written notice thereof to the other party, but the change of address is not effective until the change notice is actually received by the other party. Notice given by certified U.S. mail, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by nationally recognized overnight courier, properly addressed and with cost of delivery fully prepaid, is deemed given when deposited with the courier, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.
- b. Notices pursuant to this Agreement if given by mail, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as set forth below. Notices pursuant to this agreement if given by overnight courier, shall be given by deposit in the custody of a nationally recognized overnight courier, cost prepaid,

addressed as set forth below. Notices pursuant to this agreement if given by hand delivery, must be given by delivery to the party's address as set forth below.

If to the City: Office of the Mayor
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

With a copy to: City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

If to the City Attorney: Kalanit Oded
101 Church Street
Kissimmee, FL 34741

8. General Provisions.

- a. This Agreement will become effective upon its approval and execution by the last person signing. Unless and until actually signed by the Mayor, the City's approval of the Agreement may be revoked at any time by the City Commission.
- b. If any article or part thereof contained herein is held to be unconstitutional, invalid, or unenforceable, it will be deemed severable, and the remainder of this Agreement will not be affected and will remain in full force and effect. Notwithstanding the foregoing, Sections 3.c. d., e., and f., are meant to be a clear and specific waiver of constitutional, common law, and statutory rights, and are hereby declared to be material to the Agreement and non-severable.
- c. The foregoing sets out the full understanding of the parties, subsumes any and all oral understands or prior writings, and may not be changed except by further written agreement signed by all parties.
- d. The parties hereto mutually renounce any rights they may have hereunder or under any statute to collect attorneys' fees for any breach of this Agreement or any right hereunder.
- e. Death of City Attorney. In the event of the death of the City Attorney, the City's obligations hereunder will terminate except for the transfer of balances in the City Attorney's deferred compensation account (if any) to her designated beneficiary(ies), payment of all earned and accrued leave balances as enumerated in Section 4 herein, and payment of all life insurance proceeds to the City Attorney's designated beneficiary(ies).

- f. Indemnification. To the extent permitted by Section 111.07, Florida Statutes, and to the extent permitted based on common law rights as explicated by the Florida Supreme Court in Thornber v. City of Ft. Walton Beach, 568 So.2d 914 (Fla. 1990), the City will defend, hold harmless and indemnify the City Attorney against any claim, demand, action, cause of action or suit, whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the City Attorney's services and employment pursuant to this Agreement and/or the performance of her duties as City Attorney. Legal representation of the City Attorney shall be provided by the City at City expense. However, any attorney's fees paid from public funds for the defense of the City Attorney when she is found to be personally liable by virtue of acting outside the scope of her employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the City in a civil action against such officer, employee, or agent. If the City is asked to appoint legal counsel for defense of the City Attorney, the City Attorney shall not be entitled to her choice of legal counsel. If the City fails to provide an attorney, upon request of the City Attorney, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the City Attorney, the City will reimburse the City Attorney if she prevails in the action for court costs and reasonable attorney's fees. The City, or its insurers, may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon.
- g. Jurisdiction and venue. The parties hereto waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate State Court, in and for Osceola County, Florida, or in the U.S. District Court for the Middle District of Florida, Orlando Division. This provision will survive the termination of the Agreement.
- h. Applicable Law. This Agreement shall be construed and administered in accordance with the laws of the State of Florida and any other applicable law.
- i. Interpretation. It is agreed that this Agreement has been mutually negotiated and written by all parties hereto. Consequently, this Agreement shall not be interpreted by a judicial or administrative forum more harshly against any one party as drafter of this Agreement.
- j. Provision of Other Benefits. The City Commission, in consultation with the City Attorney, will fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance, compensation, or benefits of the City Attorney; provided, such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Kissimmee Charter or Code of Ordinances, or any other provision of applicable federal or Florida law.
- k. Availability of New Benefits. In the event that a new fringe benefit is provided or made available to all other full-time, regular, non-union employees, at the request of the City Attorney, then such benefit shall be provided or made available, as the case may be, to the City Attorney to the same extent as that benefit applies to other regular, full-time, non-union City employees.

[SIGNATURES ON NEXT PAGE]

3.17.2026

IN WITNESS WHEREOF, the parties have made and executed this Agreement of the respective dates under each signature below, including the City of Kissimmee, Florida acting by and through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the ____ day of March 17, 2026.

As to the City:

As to the City Attorney:

CITY OF KISSIMMEE, a Florida
municipal corporation

By: _____
Jackie Espinosa
Mayor

Kalanit Oded

Date: _____, 2026

Date: _____, 2026

(CITY SEAL)

ATTEST:

Tameara Crespo
City Clerk

ITEM 8.B

Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Request

Commission action on the sworn complaint.

Explanation

Pursuant to Chapter 30, Article II (Code of Ethics) of the City Code of Ordinances, the City Clerk received a sworn complaint against Mayor Jackie Espinosa on March 17, 2026. In accordance with Section 30-25(2), the City is required to request the appointment of a special prosecutor to investigate the allegations described in the complaint.

Staff is seeking action from the Commission to transmit the complaint to the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a Special Prosecutor to determine probable cause and, if same is found, to prosecute the case at trial before the City Commission.

Recommendation

Action on sworn complaint and transmission to the Chief Judge of the Ninth Judicial Circuit

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager

Presenter:

Attachment(s):

1. Official Sworn Complaint Against Mayor Jackie Espinosa (03-17-2026)

ITEM 8.C

Commission Action on Sworn Complaint Against Commissioner Janette Martinez

Request

Commission Action on the sworn complaint.

Explanation

Pursuant to Chapter 30, Article II (Code of Ethics) of the City Code of Ordinances, the City Clerk received a sworn complaint against Commissioner Janette Martinez on March 19, 2026. In accordance with Section 30-25(2), the City is required to request the appointment of a special prosecutor to investigate described the complaint.

Staff is seeking action from the Commission to transmit the complaint to the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a Special Prosecutor to determine probable cause and, if same is found, to prosecute the case at trial before the City Commission.

Recommendation

Action on the sworn complaint and transmission to the Chief Judge of the Ninth Judicial Circuit.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Official Sworn Complaint Against Commissioner Janette Martinez (03-19-2026)