MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 4, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Swearing In of New Firefighters
   - 3.B Employee of the Month for August
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing — First Reading — Proposed Ordinance # 26-12 — Criteria for Commercial Vehicles in Residential Districts

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing — First Reading — Proposed Ordinance # 26-19 — Requesting the Repeal of the Pain Management Establishments and Pharmacies Ordinance

     AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-407; AND PROVIDING AN EFFECTIVE DATE.
5. **PUBLIC HEARINGS**
6. **HEAR AUDIENCE**

   Anything requiring a vote will be heard at a later time.
7. **CONSENT AGENDA**

   The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.
   - 7.A City Commission Minutes from the July 21, 2026, Meetings and July 28, 2026 Budget Workshop
   - 7.B Approval of contract with JCO Corporation for Emergency Vehicle Upfitting Services
8. **DISCUSSION ITEMS**

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 Statutes §286.26, any person needing assistance to participate in any of these proceedings should contact the Office of the City Clerk in writing at least 48 hours prior to the meeting at cityclerkemail@kissimmee.gov or by telephone at (407) 518-2308.

ITEM 3.A
Swearing In of New Firefighters

Request

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

Explanation

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

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

The firefighters to be sworn in are:

Firefighter Matthew Calderon
Firefighter Juan J. Millan
Firefighter Craig W. Cook
Firefighter Ian Mulero
Firefighter Valient G. Walsh
Firefighter Zachary D. Evans
Firefighter Caleb Porch
Firefighter Chayse Gray

Department: Fire
Presenter: James Walls

Attachment(s):
1. (S) Oaths of Office for Eight New Firefighters

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

August 4, 2026

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

Seal

Chayse Gray

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Matthew Calderon

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Juan J. Millan

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Craig W. Cook

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Ian Mulero

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Valient G. Walsh

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Zachary D. Evans

Attest (City Clerk)

Jim Walls, Fire Chief

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

August 4, 2026

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

Seal

Caleb Porch

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B
Employee of the Month for August

Request

Request approval for the City Commission to join the City Manager in recognizing Erika Allen of the Public Works Department as the Employee of the Month for August.

Explanation

The City is pleased to announce that Erika Allen, Lead Engineering Technician with the Public Works Department, has been named Employee of the Month for August.

Since joining the City of Kissimmee ten years ago, Erika has consistently demonstrated dedication, professionalism, and a positive attitude in her work. Her approachable nature and willingness to support her colleagues and the citizens of Kissimmee have made her a valued member of the City team.

Erika consistently goes above and beyond in fulfilling her responsibilities with accuracy, efficiency, and a strong commitment to excellence. She serves as a true ambassador for the Public Works Department and the City, demonstrating professionalism and dedication in everything she does. Her proactive approach and attention to detail allow her to anticipate needs, take initiative, and provide valuable support before requests are even made.

What truly sets Erika apart is her unwavering commitment to helping others and her willingness to step in whenever needed. She readily provides assistance beyond her regular responsibilities and supports her coworkers during urgent and unexpected challenges. Her efforts help maintain workflow, keep projects moving forward, and ensure continued service to citizens and contractors. Erika’s reliability, teamwork, and ability to provide guidance and thoughtful solutions during critical moments make her someone her colleagues can always depend on.

The City is proud to recognize Erika for her exceptional service, dedication, and the positive impact she continues to make on her team, the Public Works Department, and the citizens we serve.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

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

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

Request

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

Explanation

At the April 7, 2026, City Commission meeting, the City Commission tabled this item to allow staff additional time to research and determine the appropriate weight maximum for commercial vehicles in residentially zoned areas. At a subsequent workshop, the Commission determined 10,000 pounds is comparable to other jurisdictions in the area and provides an allowance for individuals with take-home commercial vehicles, such as plumbing and electrician vans.

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

Gross Vehicle Weight Rating is defined as the weight of a vehicle including the weight of the vehicle, passengers, cargo, fuel, and additional equipment. The rating is located on the vehicle's Safety Compliance Certification Label located on the driver's side door frame or door latch pillar. This information can also be found in the owner's manual or secured from the manufacturer's website.

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

This is for vehicles with a commercial purpose and registered with the State of Florida as a commercial vehicle.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services
Presenter: Craig Holland

Attachment(s):

1. business-impact-estimate for proposed ordinance 26-12

2. Proposed Ordinance #26-12 Commercial Vehicles in Residential Districts stike thru and underline version.
3. Proposed Ordinance 26-12 Proof of Advertising.
4. Proposed Ordinance #26-12 Changes to Commercial Vehicles in Residential Districts Final Version

Business Impact Estimate

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSED ORDINANCE #26 - 12
ORDINANCE NO. _____

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

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

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

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

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

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

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

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

Sec. 42-68. Ungaraged.

One commercial vehicle of ~~8,000~~ 10,000 pounds Ggross Vvehicular Wweight Rrating ("GVWR") or less permitted where the vehicle is used by a resident of the premises. ~~Gross Vehicle Weight Rating~~ GVWR is defined as: Tthe maximum safe operating weight for a vehicle, as ~~set~~ established by the manufacturer. GVWR includes the weight of the vehicle, passengers,

cargo, fuel and additional equipment.~~, including the vehicle itself, passengers, cargo, fuel, and accessories.~~

~~**Sec. 42-69. Garaged.**~~

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

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

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

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

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

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

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

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____

Tameara Crespo, City Clerk

Approved as to form and legality:

_____

Kalanit Oded, City Attorney

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Chapter 42-67, Parking, display or storing of vehicles on up-aved portions of right-of-way; Chapter 42-68 Ungaraged; and Chapter 42-69 Garaged; as described below. A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the First Reading on Tuesday August 4, 2026 and the Second and Final Reading on Tuesday, August 18, 2026 at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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

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

PROPOSED ORDINACE #26-12 AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IS RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMEMRCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the

proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)
104363 7/17/2026 8/04/2026 8/18/2026

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

PROPOSED ORDINANCE #26 - 12
ORDINANCE NO. _____

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

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

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

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

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

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

Sec. 42-67. Parking or storing restrictions of commercial and heavy commercial vehicles in residential district<u>s</u>.

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

Sec. 42-68. Ungaraged.

One commercial vehicle of 10,000 pounds Gross Vehicular Weight <u>Rating</u> ("GVWR") or less permitted where the vehicle is used by a resident of the premises. GVWR is defined as the maximum safe operating weight for a vehicle as established by the manufacturer. GVWR includes the weight of the vehicle, passengers, cargo, fuel and additional equipment.

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

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

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

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

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

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

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Kalanit Oded, City Attorney

ITEM 4.B

Public Hearing — First Reading — Proposed Ordinance # 26-19 — Requesting the Repeal of the Pain Management Establishments and Pharmacies Ordinance

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-407; AND PROVIDING AN EFFECTIVE DATE.

Request

Request approval to repeal Chapter 10, Businesses and Business Regulations, Article VIII, Pain Management Establishments and Pharmacies, Divisions 1 through 4, Sections 10-406 to 10-407, which removes the ordinance governing operational guidelines for Pain Management Establishments and Pharmacies.

Explanation

Chapter 10, Businesses and Business Regulations, Article VIII, Pain Management Establishments and Pharmacies, Divisions 1 through 4, Sections 10-406 through 10-467, outlines the operational procedures and reporting requirements for specified pain management businesses operating within the City. After the ordinance's adoption, the State of Florida established similar reporting requirements for such businesses, rendering the ordinance's reporting rules redundant and obsolete. After consultation with Police Department Staff, Legal, and Developmental Services, City Staff has determined that the ordinance is no longer necessary.

Recommendation

Approve the repeal of Chapter 10, Businesses and Business Regulations, Article VIII, Pain Management Establishments and Pharmacies, Divisions 1 through 4, Sections 10-406 through 10-407.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Charles Broadway

Attachment(s):

1. Proposed Ordinance No 26-19
2. Ordinance Repeal 26-19 Business Impact Estimate
3. Affidavit of Publication - COK ORD 26-19

PROPOSED ORDINANCE NO. 26-19
ORDINANCE NO. _____

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-467; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously adopted regulations pertaining to Pain Management Establishments and Pharmacies for the purpose of monitoring and regulating activities related to the prescribing, dispensing, and distribution of controlled substances within the City; and

WHEREAS, the State of Florida maintains a comprehensive regulatory framework governing pain-management clinics, physicians, pharmacies, and controlled substances, which regulate the registration and operation of pain-management clinics; and

WHEREAS, the City Commission finds that the information required to be collected, reported, or maintained pursuant to the City's regulations concerning Pain Management Establishments and Pharmacies is substantially similar to information already collected, maintained, and monitored by the State of Florida pursuant to Chapters 458, 459, 465, and 893, Florida Statutes; and

WHEREAS, the City Commission desires to avoid duplicative reporting requirements by repealing provisions of the City Code that overlap with the State's comprehensive regulatory framework.

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

SECTION 1. Chapter 10, Article VIII, Division 1 through 3, Sections 10-406 through 10-467 of the Code of Ordinances of the City of Kissimmee, Florida, titled, Pain Management Establishments and Pharmacies, is hereby repealed:

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

~~**DIVISION 1. - GENERALLY**~~
~~**Sec. 10-406. - Findings.**~~
~~(a) Pursuant to article VIII, section 2 of the state constitution and F.S. ch. 166, the city is authorized and required to protect the public health, safety and welfare of its citizens and has the power~~

and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law.

(b) The public health, safety and welfare is a legitimate public purpose recognized by the courts of the state.

(c) The city commission has been made aware by law enforcement and news reports that a pattern of illegal prescription drug use, diversion and distribution of oxycodone, OxyContin and other Schedule II prescription narcotic drugs resulting in deaths associated with such abuse and criminal activity that have been associated with pain management clinics and pharmacies.

(d) Many municipalities within central Florida have experienced an influx of pain management clinics.

(e) The city commission has been made aware by law enforcement of the significant amount of Schedule II substances that are obtained from pain management clinics and pharmacies in the county and distributed out of the state.

(f) The city commission finds it in the best interest of the citizens of the city to mitigate the negative effects of these businesses by adopting appropriate regulations relating thereto.

(g) On May 3, 2011, the city commission approved Ordinance No. 2799 authorizing a moratorium on the issuance of business tax receipts for the operation of pain management clinics, in order to research the nature and scope of possible measures to mitigation and regulation of pain management clinics and pharmacies involved in the dispensing of prescription substances.

(h) The state and federal laws have not done enough to curb the proliferation of pain management clinics and pharmacies that do not follow the medical standard of care.

(i) Based on all of the foregoing, the city commission deems it necessary and in the best interest of the city to enact an ordinance regulating such businesses and further desires to extend the pain clinic and pharmacy moratoriums to coincide with the effective date of the ordinance from which this article is derived.

Sec. 10-407. - Purpose and intent.

The purpose and intent of this article is to create a procedure for licensing for any pain management clinics or pharmacies that intend to prescribe or dispense or which are presently prescribing or dispensing any Schedule II substances, as defined herein.

Sec. 10-408. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In those cases wherein a term is not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, latest edition.

Operator means a person who engages or participates in any activity that is necessary to or that facilitates the operation of an establishment that is a pharmacy or pain management clinic.

Pain management clinic means a privately owned pain management clinic, facility, or office which advertises in any medium for any type of pain management services or engages a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications, and which is required to register pursuant to F.S. § 458.3265 or 459.0137, as amended. A physician that is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of pain shall also be defined as a

pain management clinic. The term "pain management clinic" shall not include any clinic or medical practitioner's office that is affiliated with a hospital, hospice or other facility for the treatment of the terminally ill in Osceola or Orange County, nor shall it include a pain management clinic or practice which is conducted within a facility licensed under F.S. ch. 395 or any successor statute.

Pharmacy means a facility, office, building, or other establishment which engages in the dispensing of prescription substances. An exempt pharmacy shall not be required to obtain a pain medication license.

Schedule II means a substance that has a high potential for abuse and has a currently accepted but severely restricted medical use in treatment in the United States, and abuse of the substance may lead to severe psychological or physical dependence and as defined in F.S. § 893.03, as amended from time to time. For the purposes of this article, the following substances are exempted from the definition of Schedule II substances and shall not be counted in the monthly or annual aggregate unit doses: Nabilone, Phenyclidine, 1-Phenylcyclohexylamine, 1-Piperidinocyclohexanecarbonitrile, Amobarbital, Amphetamine, Glutethimide, Methamphetamine, Methylphenidate, Pentobarbital Phenmatrazine, Phenylacetone, and Secobarbital.

Sec. 10-409. - Exempt pharmacy.

A facility, office, building, or other establishment that engages in the dispensing of prescription substances, and which meets one of the following criteria:

(1) The facility, office, or building is located in an establishment where physicians provide surgical services;

(2) The facility, office, or building is owned or leased by a publicly held corporation whose shares are traded on a national exchange and whose total assets at the end of the corporation's most recent fiscal quarter exceeded $50,000,000.00;

(3) The facility, office, or building is affiliated with an accredited medical school where training is provided for medical students, medical residents, or fellows;

(4) The facility, office, or building is owned by a corporate entity exempt from federal taxation under 26 USC 501(c)(3);

(5) The facility, office, or building is licensed as a facility pursuant to F.S. ch. 395;

(6) The facility, office, or building is owned or operated by a public agency;

(7) The facility, office, building, or pharmacist:

a. Does not purchase, store or dispense more than an aggregate of 5,000 unit doses of Schedule II substances as defined herein on a monthly basis. The pharmacy may exceed the monthly aggregate by up to ten percent provided the pharmacy's annual aggregate of Schedule II substances does not exceed 60,000 unit doses;

b. Has no principals, officers and/or pharmacists with criminal convictions under F.S. ch. 893 within the last ten years;

c. Executes an agreement for pain medication license exemption in substantially the format as adopted by the city commission that will result in the revocation of the certificate of use and local business tax receipt and inability of the facility, office, building or pharmacist, or any successor entity or person, to apply for any certificate of use or local business tax receipt within the city for the next 24 months upon determination by the city manager or his designee based on the recommendation of the police chief of any violation of the agreement;

d. Files a monthly affidavit by the seventh day of each month for the previous month with the police chief identifying the types and quantities of Schedule II substances as defined herein:

1. That were purchased during the reporting period;
2. That were sold during the reporting period; and
3. That were stored during the reporting period; and

e. The owners and operators of the facility, office, or building have not had a pain medication license suspended, revoked, non-renewed or denied in the previous 24 months; or

(8) The facility, office, building or pharmacist is located within a retail store that has a minimum of 40,000 square feet of retail and that maintains more than 20 locations within the state.

Secs. 10-410—10-429. - Reserved.

DIVISION 2. - PAIN MANAGEMENT LICENSING PROCEDURE[5]

Footnotes:

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State Law reference— Pain management clinics, F.S. §§ 458.3265, 459.0137.

Sec. 10-430. - License required.

It shall be unlawful for any pain management clinic or pharmacy to prescribe or dispense any Schedule II controlled substance without first obtaining a pain medication license from the city.

Sec. 10-431. - Pain medication licensing procedure.

Any pain management clinic or pharmacy holding a license duly granted by the state to prescribe or dispense Schedule II controlled substances may apply for a pain medication license. The applicant shall pay a fee for the review and processing of the application as set forth in section 10-463. The application shall be processed using the procedures and criteria listed in this article. In the event that such an establishment is under contract for sale, the current owner and the potential future owner, under contract, must submit a joint application for a pain medication license. The fee for the issuance of the pain medication license shall be the same as for a new license and shall be paid prior to issuance of the license. A pain medication license granted to a duly licensed establishment shall allow the pain management clinic or pharmacy to lawfully prescribe and/or dispense Schedule II substances within the city. Pain medication licenses are hereby deemed to be a privilege granted by the city commission, and are declared to be and are regulatory in nature, and revocable pursuant to the procedures set forth in this article.

Sec. 10-432. – Revocation of existing pain medication licenses and approvals, and establishment of pain medication licensing procedure.

The ability to prescribe and/or dispense Schedule II substances within the city is hereby declared to be and is a privilege subject to review and approval, suspension, termination, and the imposition of conditions as provided below, and no person may reasonably rely upon the granting of or the continuation of that privilege. Pain management clinics and pharmacies, as defined under section 10-408, that do not fall under an exemption and that wish to prescribe or dispense Schedule II substances after July 1, 2012, including any pain management clinic or pharmacy to whom an authorization or approval for prescribing or dispensing has previously been granted by the city or which was not previously required to obtain any city approval, shall be required to make an application and receive approval for a pain medication license no later than July 1, 2012.

Secs. 10-433—10-462. - Reserved.

DIVISION 3. - PAIN MEDICATION LICENSING PROCEDURE

Sec. 10-463. - Application; public notice; public hearing; determination.

(a) *Application.* One application per location for a pain medication license shall be submitted, on a form furnished by the city, to the city manager or his designee, along with a nonrefundable

application fee of $500.00 per location. The amount of the application fee may be modified by resolution of the city commission.

(b) *Public notice.* All owners of property located within 500 feet of the parcel for which a new pain medication license is requested shall be notified of the application. The letter of notification will set forth a description of the request and a date, time and place of the hearing before the city commission. Letters will be mailed by the city to said property owners by first class. The required notification shall be postmarked at least 15 days prior to the hearing date at which the application will be heard before the city commission. Staff is authorized to charge the applicant a reasonable fee for the city's cost of preparing and mailing notices.

(c) *Public hearing*. The city commission, in accordance with the procedures of this article, shall conduct a public hearing on the application for a pain medication license, during which staff and the licensee may address the city commission.

(d) *Determination.* The city commission shall approve, approve with conditions, or deny the request for a pain medication license in accordance with the procedures of this article.

(1) *Approval.* The city commission may approve an application for a pain medication license upon a determination that the subject application is consistent with the health, safety, and welfare of the city and pursuant to the criteria and conditions set forth in this section and section 10-464.

(2) *Conditional approval.* The city commission may require, as a condition of the privilege of granting of a pain medication license, compliance with any reasonable condition deemed to be necessary to mitigate or eliminate the potential adverse effects of such dispensing and prescribing Schedule II substances, in addition to the conditions provided in section 10-464. These conditions may include, without being limited to, provision by the owner or operator at his expense measures designed for security, crowd control, noise attenuation, crime prevention or reduction, and other similar protections designed to mitigate the effects of the operation of the pain management clinic or pharmacy.

(3) *Denial.* An application which is determined by the city commission to be inconsistent with the public health, safety, and welfare or the review criteria set forth herein, shall be denied. Any applicant who makes an application which is denied, after any appeal therefrom, shall be precluded from making another application for 24 months from the date of such denial of the application or conclusion of the appeal.

Sec. 10-464. - Review criteria for pain medication licenses.

An application for a pain medication license shall be submitted to the city manager or his designee. The development review committee shall review the application, based on the criteria of this article and consistency of the application with the public health, safety, and welfare of the city, and shall make a recommendation to the city manager or his designee. The city manager or his designee shall prepare a report to the city commission recommending approval, approval with conditions, or denial, based upon the following criteria:

(1) The amount and degree of law enforcement activities generated by the operation of any such establishment, by previous similar establishments in the same location or at any location involving any of the same owners or operators. Consideration will be given as to whether the calls are initiated by the pain medication license holder and what efforts have been taken to reduce unlawful activity at establishments owned or operated by the applicant;

(2) A criminal background check of all owners or operators or any other party with a proprietary interest in such establishment shall be conducted in order to provide assurances that such

persons have no criminal convictions, including, but not limited to, convictions under F.S. ch. 893, within the last ten years;

(3) The adverse effects of prescribing, storing, and/or dispensing Schedule II substances shall not place an undue burden on the nearby properties in proximity to the establishment, especially with respect to patron activities and effects of noise, traffic, parking, and vehicular use; and

(4) The amount and degree of security measures in place, including, but not limited to, impact resistant glass, exterior lighting, security cameras, video recordings, alarm and panic system, Crime prevention through environmental design ("CPTED") standards, principals, and signage.

Sec. 10-465. - Mandatory conditions for pain medication license.

All pain medication licenses shall require compliance with the following conditions:

(1) During all hours of operation, the pain management clinic or pharmacy shall comply with the following conditions:

a. Each pain management clinic or pharmacy shall be registered separately for each location within the city regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;

b. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;

c. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;

d. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles; and

e. Such other conditions as the city commission determines are reasonably related to the public health, safety and welfare.

(2) Pharmacies. During all hours of operation, the pharmacy shall comply with the following conditions:

a. The pharmacy shall have a state licensed pharmacist physically on premises at all times during all hours of operation;

b. The pharmacy shall post a copy of all licensed pharmacists' licenses;

c. The pharmacy shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances;

d. The pharmacy shall only dispense any Schedule II substances as defined in section 10-408 between the hours of 9:00 a.m. to 7:00 p.m.;

e. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substance except that a pharmacy may dispense up to a 30-day supply of any Schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;

f. The pharmacy shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription dispensed

or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of two years;

g. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except:

1. To any facility licensed under F.S. ch. 400 or 429;
2. While fully complying with this article to any address located within the city boundaries and listed on the patient's valid photo identification; or
3. While fully complying with this article to the address listed within the city boundaries on the utility bill for the patient or the patient's spouse, if applicable;

h. Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:

1. A list of all physicians that have prescribed Schedule II substances and the business address of the prescribing physician;
2. The number of prescriptions written by each physician or physician's office;
3. The number of prescriptions associated with each type of Schedule II substances;
4. Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and
5. A current listing of all suppliers/wholesalers for all Schedule II substances.

(3) Pain management clinics. During all hours of operation, the pain management clinic shall comply with the following conditions:

a. The pain management clinic shall only operate between the hours of 9:00 a.m. to 6:00 p.m.;

b. Prior to prescribing or dispensing any Schedule II substances, the licensed physician shall perform a physical examination of a patient on the same day at the same location that he dispenses or prescribes any Schedule II substance. The physical exam shall be performed by the licensed physician and shall not be performed by a nurse or physician's assistant. A written report of the physical examination shall be placed in the patient record;

c. The physician shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the prescribing or dispensing of any Schedule II substances;

d. A physician shall not prescribe or dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the physician shall not prescribe or dispense more than a 72-hour supply of any Schedule II substance except that a physician may prescribe or dispense up to a 30-day supply of any Schedule II substance provided the patient presents:

1. A valid photo identification in accordance with this section; and
2. A utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;

e. The physician shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription, and the utility bill required by this section, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by law, for a minimum of two years;

f. Each prescription must be clearly documented in the patient record. All written prescriptions must include the name, address, substance name, amount prescribed, and detailed instructions;

g. The pain management clinic shall establish and submit to the city as part of the pain medication license application written policies and procedures governing the management of pain that are reviewed every year and revised more frequently as needed. The written policies and procedures shall include at least the following:

1. A written procedure for systematically conducting periodic assessment of patient's pain;

2. Criteria for the assessment of pain, including, but not limited to, pain intensity or severity, pain character, pain frequency or pattern, or both; pain location, pain duration, precipitating factors, responses to treatment and the personal, cultural, spiritual, and/or ethnic benefits that may impact an individual's perception of pain;

3. A written procedure for the monitoring of a patient's pain;

4. A written procedure to ensure the consistency of pain rating scales across the pain management clinic;

5. Requirements for documentation of a patient's pain status on the medical record;

6. A procedure for educating patients and, if applicable, their families about pain management when identified as part of their treatment;

7. A written procedure for systematically coordinating and updating the pain treatment plan of patient in response to documented pain status;

8. Whether or not the pain management clinic requires patients to enter into a narcotic medication agreement, and, if so, whether the agreement addresses the risks associated with taking Schedule II substances; requirements for the patient to use one pharmacy to fill all Schedule II prescriptions; a requirement that the patient not utilize illegal or illicit drugs or obtain additional prescriptions for Schedule II substances; a requirement that prescriptions not be transferred, shared, traded or sold; authorization for the pain management clinic to contact other physicians and pharmacies to validate compliance; indicators of patient misuse, abuse or diversion that may result in noncompliance or violation of the agreement; and the consequences for noncompliance or violation of the agreement, including, but not limited to, patient authorization for referral to law enforcement; and

9. Whether or not the physician requires random drug screening.

(4) Each pain management clinic shall develop, revise as necessary and implement a written plan for the purpose of annual training and educating staff on pain management policies and procedures. The plan shall be submitted and reviewed as part of the application for pain medication license. The plan shall include mandatory educational programs that address at least the following:

a. Orientation of new staff to the pain management clinic's policies and procedures on pain management;

b. Training of non-clerical staff on the dangers of prescription drug diversion, the signs of misuse and abuse, and the importance of patient compliance with prescribed regimens;

c. Patient rights; and

d. Implementation of the plan shall include records of attendance of each program for each member of the pain management clinic's staff.

(5) Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been prescribed or dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:

a. List of all physicians that have prescribed Schedule II substances, with their business addresses;

b. The number of prescriptions written by each physician or physician's office; and

c. The number of prescriptions associated with each type of Schedule II substances.

Sec. 10-466. - Issuance, revocation, and renewal of pain medication license.

(a) *Approval and issuance.* Following consideration of the application for a pain medication license by the development review committee, the committee shall forward its recommendation for approval, denial, or conditional approval of the license to the city manager or his designee and the city manager or his designee shall place the application, with recommendations, on the next available city commission agenda, for public hearing. Upon approval or conditional approval of an application for a pain management license by the city commission, based on the criteria of this article, the pain medication license shall be issued, for a period of one year.

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

(1) If, at any time, the city manager or his designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter he may place on the city commission public hearing agenda an item to determine whether the pain medication license should be revoked. The city manager or his designee shall prepare a report with analysis showing the compliance or noncompliance with the following criteria:

a. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not complied with all conditions imposed at the time of license issuance;

b. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by impaired patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment;

c. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable efforts to prevent nuisances and/or criminal activity both inside and outside the establishment;

d. During the hours of operation, the pain medication license holder has or has not exceeded the number of occupants set by the city building and fire officials as the maximum capacity (persons) for the establishment; or

e. The pain medication license holder is in compliance with public health, safety or welfare.

(2) The city manager or his designee, on the recommendation of the police chief, shall have the power to enter an order immediately revoking a pain medication license or suspending the operation of said facility.

(3) Within 30 days of the suspension of the operation of the facility, as noted above, a public hearing on said revocation, suspension, or imposition of additional conditions shall be conducted in the manner described in division 2 of this article. The city commission will consider the matter de novo, and will determine whether the city manager or his designee was justified in revoking and/or suspending the pain medication license. The presumption of the correctness of the decision may be overcome by the license holder, upon a showing of competent substantial evidence that the finding of the city manager or his designee was not correct. The burden of proof will be on the applicant seeking the reinstatement of a revoked license.

(4) After consideration of the matter, the city commission may revoke or suspend the pain medication license or allow the licensee to continue operating with the prescribing or dispensing of Schedule II substances, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such operation.

(5) Should the pain medication license be revoked, no reapplication for a pain medication license by the owners or operators shall be considered for any location within a 24-month period following the date of final revocation. After the expiration of the 24-month period, a new application and corresponding fee must be submitted.

(c) *Renewal of pain medication license.* Each pain medication license shall be required to be renewed no later than one year following the date of initial granting of the license. The annual renewal of any pain medication license shall be processed by the city manager or his designee and reviewed based upon the criteria of this article. If the city manager or his designee approves the renewal, the license shall be renewed upon payment of the nonrefundable annual fee in the amount of $200.00 per registered address. The amount of the renewal fee may be modified by resolution of the city commission after a public hearing. If the city manager or his designee denies the renewal, the licensee shall have ten days from the date of the notice of denial to appeal the decision to the city commission in accordance with division 2 of this article. The notice of appeal shall be timely submitted to the city manager and the city shall schedule a public hearing within 30 days of the receipt of the notice. The city commission shall consider the appeal and make a decision with reasons stated using the provisions, terms and criteria set forth in this article. At the time of the requested license renewal, the city manager or his designee may, based on the criteria of section 10-463 recommend the imposition of additional conditions upon the pain medication licensee. If additional conditions are recommended by the city manager or his designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions, in accordance with division 2 of this article. If a license is non-renewed or the commission denies an appeal of the non-renewal, the owners and operators shall not be allowed to apply for a new pain medication license for a period of 24 months. In the event the city non-renews, revokes, or denies a pain medication license, the city reserves the right to contact the appropriate local, state and federal agencies for administrative or criminal action.

(d) *Appeal procedure.* Appeal of any city commission decision regarding the issuance, suspension, revocation or non-renewal of pain medication license shall be to the circuit court, in the manner provided by state law. In accordance with state law, failure to appeal within 30 days of the rendition of the decision shall result in the applicant waiving his right to appeal.

~~(e) *Transferability*. A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to the prescribing, storing or dispensing of Schedule II substances.~~

~~**Sec. 10-467. – Pain medication license exemption.**~~

~~The agreement for pain medication license exemption, which is attached as Exhibit A to the ordinance from which this article is derived, is hereby adopted and the city manager is authorized to execute agreements for pain medication license exemption that substantially conform to said Exhibit A subject to city attorney approval. The pain medication license exemption agreement is on file in the city clerk's office.~~

SECTION 2. All Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 4. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 5. This Ordinance shall take effect immediately upon adoption.

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

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Kalanit Oded, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-19**

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-467; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

This ordinance repeals certain local regulations for pain management clinics and pharmacies.

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. The repeal eliminates duplicative reporting requirements.

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

Currently, six businesses are required to report data to the City. The repeal will eliminate their reporting obligation.

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

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aroundosceola.com

AFFIDAVIT OF PUBLICATION

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

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, 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:
- Jul 30, 2026

Notice ID: YadqBzF6ckP7pj4A1qbZ
Notice Name: COK ORDINANCE 26-19 - Repealing Pain Mgmt Est
PUBLICATION FEE: $67.42

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

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 07/30/2026

_____
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, August 4, 2026, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, August 18, 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. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 26-19

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-467; 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 PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK AT 407-518-2308, 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
July 30, 2026

ITEM 7.A
City Commission Minutes from the July 21, 2026, Meetings and July 28, 2026 Budget Workshop

Request

Approval of the July 21, 2026, special and regular commission meeting minutes and the July 28, 2026 Budget Workshop.

Explanation

Minutes of the meetings held on July 21, 2026, and the July 28, 2026 Budget Workshop are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN JUL 21 2026
2. (S) CCM MIN JUL 21 2026 (Special Meeting)
3. (S) CCM MIN JUL 28 2026 (Budget Workshop)

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 21, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee of the Month for July

Staff requests that the City Commission join the City Manager in recognizing Travis Anderson of the Development Services Department as the Employee of the Month for July.

City Manager Steigerwald introduced Travis Anderson of the Development Services Department and reviewed the qualities and attributes that led to his nomination and selection as Employee of the Month. City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads, but by nominations 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 — Second and Final Reading — Proposed Ordinance # 26-17 — Amending the Airport Regulations and Airspace Zoning

AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 8, AVIATION; REORGANIZING, UPDATING, AIRPORT ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Request adoption of the Second and Final Reading of the Proposed Ordinance # 26-17, Amending the Code of Ordinances, Chapter 8, Aviation.

City Clerk Crespo read Ordinance # 3140 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3140. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing — City of Kissimmee Annual Action Plan for Program Year 2026 and its Accompanying Application, Certifications, and Resolution

Request approval to finalize the City of Kissimmee's Annual Action Plan for Program Year 2026, including all necessary edits, clarifications, and responses to public comments. Also, seek authorization to execute and submit the application along with all required certifications, and to adopt the related resolution.

Housing Manager Frances DeJesus reviewed the item attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve the annual action plan, application, and certifications, and to adopt Resolution # 17-2026. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

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

Mayor Espinosa recognized Anahi Diaz, a 12-year-old local author, for publishing a book in both English and Spanish. Miss Diaz addressed the Commission, sharing her background and the inspiration for her book. The City Commission presented her with a Certificate of Appreciation in recognition of her accomplishment.

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "A") were received, and speakers addressed the commission on ballot language concerning criminal background checks and candidate disqualifications, airport noise, downtown noise during special events, food trucks, licensing fees for home-based businesses, and signage related to a home-based business on Thacker Avenue. A public comment regarding the Thacker Avenue business item was translated by John Cortes.

City Attorney Oded will follow up with the citizen about the ballot questions, and the City Manager will ensure follow-up with the business owner to discuss options for his signage.

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 requested additional information on consent agenda item 7.B. based on public comment, prior to the vote. Aviation Director Germolous explained that the item supports the airport's continued growth, increased air traffic, and future aviation needs.

Commissioner Martinez made a motion to approve the consent agenda in its entirety. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

7.A City Commission Minutes from the July 7, 2026, Meeting

Approval of the July 7, 2026, Commission Meeting Minutes.

7.B Resolution to Adopt Revised Minimum Service Standards for Aeronautical Service Standards at Kissimmee Gateway Airport

Request approval to adopt the Revised Minimum Service Standards Resolution for Aeronautical Service Standards at Kissimmee Gateway Airport, last revised in March 2014.

Resolution # 18-2026

7.C Second and Final Extension for Milling, Resurfacing, and Minor Concrete Work Agreements

Request approval of the second and final one-year extension for the Milling, Resurfacing, and Minor Concrete Work Agreements with the following firms: American Persian Engineering and Construction, LLC. (#20230078), Premier Engineering, Inc. (#20240057), Asphalt Paving Systems, Inc. (#20230078), Schuller Contractors, Inc. (#20230078), and RJR Contractors, LLC. (#20230078).

7.D Consent to Amended and Restated Net Building Lease for Dyer Boulevard Airport Premises

Request approval of the Consent to the Amended and Restated Net Building Lease for the Dyer Boulevard Airport Premises for Aviator Holdings of Kissimmee, Inc. (Contract #20240443).

7.E Amended and Restated Net Building Lease for Dyer Boulevard Airport Premises with U.S. Aviation Group, LLC

Request approval of the Amended and Restated Net Building Lease for Dyer Boulevard Airport Premises with U.S. Aviation Group, LLC. (Contract #20260260).

7.F Disposal of City Assets

Approval to dispose of the asset items detailed in the attached report.

7.G Second Amendment Kissimmee Gateway Airport FBO Lease Agreement

Approval of Second Amendment to the Kissimmee Gateway Airport Fixed Base Operator's Lease Agreement with Quantum FBO Group Kissimmee, LLC (Contract #20240268).

8. DISCUSSION ITEMS

8.A Advisory Board Vacancy: Planning Advisory Board

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board.

Commissioner Eady made a motion to appoint Leia Perez to the Planning Advisory Board. Commissioner Martinez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa
NAY: Commissioner Ortiz

Motion carried 4 - 1.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Back to School Jam at Chambers Park and thanked the Commission for voting to extend his contract for an additional five years.

9.B CITY ATTORNEY

City Attorney Oded informed the Commission that the City has posted an opening for an Assistant City Attorney position.

9.C CITY COMMISSION

Commissioner Martinez congratulated the City Manager on the extension of his contract. Mayor Espinosa congratulated Deputy City Manager Desiree Matthews for her leadership

in the successful Haven on Vine event over the weekend; she recognized Anahi Diaz again on the publication of her book and reviewed recent community events she attended.

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 6:42 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "A"

DATE: 7/21/26

AGENDA ITEM #: 6 Hear the audience

NON-AGENDA ITEM:

NAME: Sharon Anderson

ADDRESS: 110 Lakeview Dr CITY: Kiss STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

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

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/21/26

AGENDA ITEM #: 4

NON-AGENDA ITEM: July 4th Hear the audience

NAME: Tom KAPP

ADDRESS: 413 Brandenburg CITY: Kiss STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

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

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/21/2026

AGENDA ITEM #: 9.1.1.5 - Public Comment

NON-AGENDA ITEM: _____

NAME: Radames Gomez

ADDRESS: 809 N Thacker **CITY:** 34741 **STATE:** _____ **ZIP:** _____

CHECK ALL THAT APPLY:

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

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7-21-26

AGENDA ITEM #: Public Comments

NON-AGENDA ITEM: _____

NAME: [illegible]on Evans

ADDRESS: Sunny St **CITY:** Kiss **STATE:** FL **ZIP:** 34746

CHECK ALL THAT APPLY:

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

Last person because of my Anxiety

INSTRUCTIONS:

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CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/21/26

AGENDA ITEM #:

NON-AGENDA ITEM: 7B AIRPORT NEW WAVE 1 Noise 2 Traffic 3 Security

NAME: John Cortes

ADDRESS: 216 Old Mill Circle CITY: Kiss STATE: FL ZIP: 34746

CHECK ALL THAT APPLY:

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

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MEETING MINUTES
SESSION OF THE SPECIAL MEETING:
CITY MANAGER EVALUATION AND EMPLOYMENT CONTRACTS
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 21, 2026 AT 5:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Kalanit Oded, City Clerk Tameara Crespo
Members Absent: Carlos Alvarez, III

Mayor Espinosa called the meeting to order at 5:01 PM.

2. DISCUSSION ITEMS

City Manager Steigerwald reviewed a handout (Exhibit "A") summarizing target actions, Commission priorities, management's agenda, and recent accomplishments. He provided updates on the border patrol project at the airport, the Azure Downtown Hotel development, and the Berlinsky House renovations, and discussed Tourist Development Tax (TDT) appropriations, including the potential for a joint meeting with the County. He thanked City staff for their efforts in advancing the Commission's priorities.

The Commission reviewed the Seventh Amendment to the City Manager's Employment Agreement (Exhibit "B"), extending the term for an additional five years. City Manager Steigerwald noted that his compensation remains within range of comparable municipalities. Commissioners expressed strong support for the City Manager's performance, citing his leadership, fairness, commitment to the City's vision, and successful management of major and unprecedented initiatives. The Commission also emphasized the importance of continued collaboration between the City Manager and new City Attorney to ensure timely legal reviews and coordination on contracts affecting significant city projects.

Commissioner Martinez made a motion to approve the seventh amendment to the City Manager's employment agreement. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

City Manager Steigerwald requested commission approval on a previously discussed retirement and release for the Deputy Police Chief. Mayor Espinosa abstained from the vote. City Attorney Oded confirmed that a Form 8B was not needed.

Commissioner Eady made a motion to approve the retirement and release agreement. Commissioner Martinez seconded the motion.

Motion carried 3 - 0 - 1.
Abstain: Mayor Espinosa

3. ADJOURNMENT

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

Motion carried 4 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:51 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

FY2025-26 Commission Targets for Action

Top Priority

Funding for U.S. Customs at Kissimmee Gateway Airport

Identify Funding; Obtain Federal Approval

Status: CBP approved; In process of reviewing proposal from Velocity FBO to construct and host facility.

K-Mart Site Redevelopment

Secure Partner; Development Agreement, Demolition & Property Sale

Status: Partner secured; MDA in negotiations

Direction for Downtown Hotel Development

Secure Development Partners, Development Agreements

Status: Azure in permit review; Skyview MDA in negotiations

Fire Funding and Staffing – 24/72 Schedule

Develop Funding Approach; Implement Staffing

Status: Complete

Tourist Development Tax

Secure Funding Revenue from Osceola County

Status: County funding committed, then withdrawn.

High Priority

Downtown Supermarket & Mixed Use Development

Facilitate Development Agreement with Development Team

Status: County cancelled purchase contract; Project on hold.

Code Enforcement Enhanced Performance

Expand Enforcement Coverage on Weekends and Evenings

Status: Weekend code officer budgeted, position frozen; Currently using OT to achieve additional coverage

SunRail Service Expansion

Advocacy for Regional Efforts to Expand Service to Weekends

Status: Issue being monitored

Collaboration Strategy with Osceola County

Develop Partnerships to Further Economic Development

Status: Secured county commitment to fund CBP operations

Arts & Culture Expansion Downtown

Develop Plan and Funding Sources to Expand Events & Programs

Status: Issue on hold pending budget decisions surrounding Amendment 3

FY2026-2027 Commission Targets for Action

Top Priority

K-Mart Site Redevelopment

Master Development Agreement, Demolition & Property Sale

Status: Partner secured; MDA in negotiations

Fieldhouse Development at Lancaster Ranch Park

Funding Plan, Secure P3 Partner

Status: Site location study underway

Kissimmee Marketing Program

Promoting City as Quality Destination for Business Investment

Status: Planned for Fall of 2026

Toho Square Skyview Hotel & Condo Development

Master Development Agreement and Construction Commencement

Status: Staff and developer in negotiations on MDA

High Priority

Economic Development Program Enhancement

Devise Strategies to Expand and Enhance Efforts

Status: Issue on hold pending budget decisions surrounding Amendment 3

Library Complex Plan

Develop Plan for Future Use of the Library Site

Status: Not Started; Awaiting commencement of Azure project

Performing Arts Theater Development

Market Analysis and Direction for a Future Theater Venue Downtown

Status: Pending Outcome of Future Library Status

Festival of Lights Expansion

Adoption of Comprehensive Plan for Expanded Holiday Celebration

Status: Expanded Event Plan completed and planned for implementation this holiday.

Youth Programs and Activities Expansion

Develop Recommendations and Funding Approach

Status: Issue on hold pending budget decisions surrounding Amendment 3

FY2026-2027 Management Agenda

Top Priority

Foreign Trade Zone at Kissimmee Gateway Airport

Status: Will pursue once CBP Office construction is secured

Kissimmee Gateway Airport Control Tower

Status: FAA and FDOT Funding secured; Identification of additional funding in progress

Charter Amendments – Term Limits, Background Checks

Status: Complete. On ballot.

Azure Downtown Hotel Development

Status: In permitting; Negotiating MDA Amendment for environmental and utilities.

Connect Kissimmee Streetscape

Status: In final design; Construction to start Q3 2027

High Priority

Kissimmee Airport Hotel

Status: In permitting; Construction set to start in August.

Airport Leases Update: Minimum Standards

Status: On agenda for adoption tonight.

Mayor-City Commission Salaries Amendment

Status: Voted down by the Commission

New Fire Stations: Award Contract and Construction

Status: Station 2 under construction; Station 5 in final design, construction in Fall.

5-Year Capital Improvement Plan Update

Status: Complete; To be reviewed by Commission on July 27.

Other Accomplishments

Hiring of New Police Chief

Completion of New Bike Trail (Lancaster)

Street Resurfacing – 42 lane miles

Opening of Lancaster Park – Phase 1A (petting zoo)

Haven on Vine – Phase 2 Renovations Started

Public Works - Engineering Staffing

Downtown Initiatives – Noise & Alcohol Regs; Policing

New Development Services Center Opening

SEVENTH AMENDMENT TO AGREEMENT BETWEEN CITY OF KISSIMMEE AND CITY MANAGER

This Seventh Amendment made and entered into this 21st day of July, 2026, by and between the CITY OF KISSIMMEE, FLORIDA, a municipal corporation, (hereinafter referred to as COK), and MICHAEL H. STEIGERWALD. (hereinafter referred to as MHS), and each recite and declare as follows:

WHEREAS, The City has a current contract with MHS to be employed as the City Manager through September 30, 2026; and

WHEREAS, The Commission desires to amend the Agreement; and

NOW THEREFORE, in consideration of the mutual premises set forth in this Agreement, COK and MHS agree as follows:

1. This contract adds an additional Five (5) years to extend from October 1, 2026 to September 30, 2031.

2. Pay-out for vacation accrual shall be for three (3) years to be paid at separation which includes retirement.

3. All of the other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under which each signature appears below.

CITY OF KISSIMMEE, a municipal corporation

By:_____
Jackie Espinosa
Mayor-Commissioner

By:_____
Michael H. Steigerwald

MEETING MINUTES
SESSION OF THE BUDGET WORKSHOP
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 28, 2026 AT 2:00 PM

1. MEETING CALLED TO ORDER

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

Mayor Espinosa called the meeting to order at 2:00 PM.

2. WORKSHOP BUSINESS

Staff presented an overview of the FY 2027 budget process, including advertised millage rate and TRIM notice deadlines prior to the September budget hearings. Finance Director Tavia Ritchie provided the budget presentation (Exhibit “A”), outlining fund and position reviews, budget decisions, and the proposed millage rate. Staff advised that a millage increase was not being recommended and that the budget could be balanced through the use of reserves, with continued adjustments anticipated for FY 2028.

City Manager Steigerwald reviewed the General Fund, noting that public safety represents the largest portion of expenditures and that compensation increases have been necessary to remain competitive and retain qualified employees. Staff discussed balancing required services with discretionary programs and maintaining awareness of reserve impacts moving forward. He further reviewed proposed personnel and operating reductions, community and partner support reductions, and requested Commission policy direction regarding potential reductions. A peer city comparison was also presented and discussed.

Staff recommended maintaining the current millage rate of 4.6253 mills. The Commission reached consensus to maintain the existing millage rate.

Commission discussion also included providing additional details regarding the tiered staff positions discussed in June and expansion on community partner funding, including presentations from external partners regarding service impacts, and providing future budget workshop meetings via livestream.

Staff will provide additional information regarding external services, the tiered city positions, and will bring back recommended operating reductions at the August budget workshop. Final budget hearings schedules were reviewed. Mayor Espinosa announced she will not be attending the August 4th commission meeting.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 2:55 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

FY2027 Budget Review & Discussion

1

Today's Agenda

Position & Fund Overview
General position, indicators, and outlook

Discussion & Decisions
Proposed recommendations and impacts

Set Millage
Establishing the rate for FY27

2

Growth Slowing. Spending Down.

Consumer spending turned negative to start 2026

The City's sales tax revenue moves with consumer spending, and spending is slowing. The region has seen back-to-back year-over-year declines in January and February 2026, the first since tariff expansion began mid-2025, putting downward pressure on projected collections.

Job growth has nearly stalled

The Orlando MSA added only 1,500 jobs in the 12 months ending February 2026, versus 9,000 jobs in the same period a year earlier and a pre-pandemic average of 43,000. The primary drags are employment services, construction, and retail.

Florida loses its growth edge

Florida's growth advantage may disappear in 2026 due to weaker job creation, housing affordability headwinds, and slowing in-migration.

3

Local property value growth is slowing too, with taxable value up only 7% for 2026 compared to 11% in 2025.

Overall, General Fund revenue is expected to increase only 4.2% next year.

4

Costs that don't wait for revenue.

Personnel Cost

61% of General Fund budget is personnel related. Ongoing competition from surrounding governments, especially with professional-level and public safety positions, has created circumstances where salaries to recruit and retain police officers and firefighters have outpaced our revenue growth. Public safety salaries have averaged a 9% increase over the last three fiscal years.

Pension

+15% higher than 2025 Actuarially Determined Contribution (ADC) across all three plans. If investment returns underperform the assumed rate, the unfunded liability grows and the City must cover this non-negotiable cost.

Healthcare

+12% projected cost increase in 2027. Rising healthcare costs are a national trend. Locally, the City's share is expected to reach almost $20,000 per employee for healthcare. The City's role in funding employee healthcare is largely set by its collective bargaining agreements.

5

WHAT THE FINANCIAL INDICATORS ARE TELLING US

Kissimmee brings in reasonable revenue for its size, and we are already acting to counteract some cost pressures that are hitting cities statewide.

The reserves available to absorb a bad year are shrinking, a trend that needs to change. The decisions ahead are about staying disciplined on what we can still control.

Favorable:

Intergovernmental revenue relative to total revenue, the millage rate, and total revenue relative to population. The City is not overly dependent on state and federal dollars, the tax rate remains reasonable against peer cities, and revenue per resident holds up well against those same benchmarks.

Cost pressures shaped by outside forces:

Statewide pension actuarial requirements, insurance market inflation, and construction costs are pushing per-resident costs up for cities across Florida, and Kissimmee is feeling that same pressure. Most of our debt service reflects projects Commission already approved in prior years delivering now, not new borrowing. These forces are showing up in total expenditures, debt, and reserve levels relative to population, which is exactly why we are moving now to hold FY27 capital to $1.5 million and keep staffing flat.

6

Utility and Enterprise Funds are Holding Their Own

Stormwater

Projected to generate approximately $8.1 million in FY27 revenue at the current $11.09 per month, per ERU rate. No new positions planned.

Solid Waste

Projected to generate approximately $8.25 million in FY27 revenue at the current $24.92 per month, per residence rate. The fund is using reserves to balance due to budgeted truck purchases. No new positions planned.

Airport

Projected to generate approximately $3.1 million in FY27 revenue supported by landing fees and grant matches. No new positions are planned.

7

Dedicated Funds Support Specific Priorities

LOCAL OPTION GAS TAX	LOCAL OPTION SALES TAX	BUILDING FUND	COMMUNITY REDEVELOPMENT
Restricted to transportation-related maintenance and construction.	Supports infrastructure and capital priorities identified in the interlocal agreement.	Supports building safety operations through fee revenue from permitting and inspections.	Restricted to reinvestment inside the designated redevelopment districts.

Dedicated funds are restricted to their intended purposes

Each dedicated fund addresses a specific task or need within the community. These funds are restricted by law or interlocal agreements and cannot be used to fill any General Fund gaps.

8

General Fund Overview

$115.7M

REVENUE FOR FY27

+4.2% from FY26

$125.6M

PROJECTED EXPENDITURES

~61% of total expenditures are personnel cost.

$9.4M

RELIANCE ON FUND BALANCE FOR FY27

Balancing FY27 requires drawing down savings, which is not a sustainable approach

Growth and revenue are not keeping pace

Capital requests have been reduced to only $1M for year one, and no additional requests are planned in the five-year budget. Closing the remaining gap will require real choices on what the City is required to provide and what the City chooses to provide.

9

Actions Already Underway

Steps taken before FY27 budget development:

- Eliminated 14 new positions from FY26, plus 10 full- and part-time positions after reorganization
- Hiring freeze in place, except for firefighters, police officers, and mission critical positions
- Suspended the construction of Mark E. Durbin Community Center
- Modified fleet replacement criteria and suspended all employee out-of-state travel

No additional positions are included in the budget except Engine 5 personnel in FY28.

10

Proposed Personnel & Operating Reduction

Personnel Impacts for FY2027:

- $1.5 million reduction in personnel cost
- Vacant positions addressed first, before any reduction in force
- Estimated total impact of 15 to 20 positions
- Eliminated positions would exclude sworn firefighters, police officers, and any core/mission-critical positions

Operating Impacts for FY2027:

- $1.25 million reduction in operating cost
- Decisions about community and partner support funding reductions would count towards this goal
- Departments will be directed to reduce non-essential operating expenses

11

Community & Partner Support Reductions

Item	Annual reduction
Economic development partners UCF Incubator, National Entrepreneurial Center, SBDC, Prospera	$210,000
Quality of Life and Social Services, reduced 50%	$200,000
Kissimmee Main Street General Fund contribution	$120,000
Osceola Legislative Effort (OLE)	$35,000
Community Benefit Grant	$25,000
Special event fee waivers for non-City signature events, reduced 50%	$18,000
Subtotal	**$608,000**

Full reduction unless otherwise noted. Quality of Life and Social Services retains $200,000 in annual funding after the reduction.

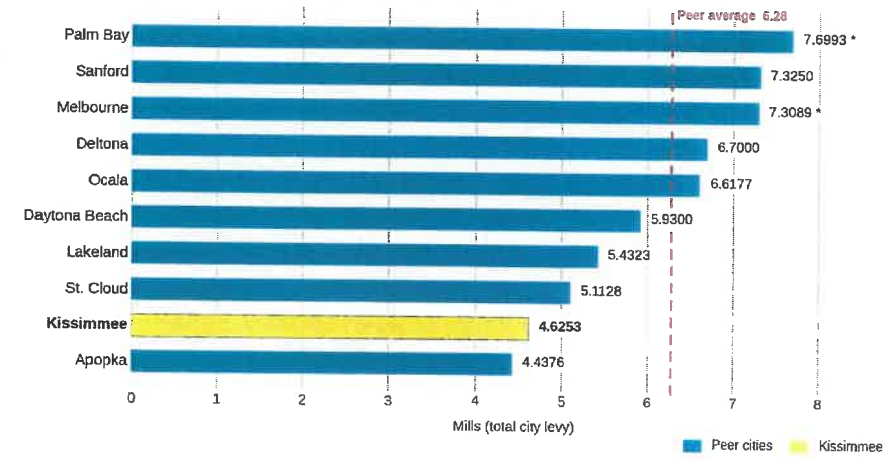
Each of these is a policy choice for the Commission

These are contributions and fee waivers the City provides to community partners. Reducing them does not change day-to-day service delivery.

12

PEER CITY COMPARISON: TOTAL CITY LEVY

FY2026 adopted rates | Operating plus voted debt service millage



* Total includes a separate voted debt service millage: Palm Bay 0.0993, Melbourne 0.2677.
Excludes county, school district, and water management district levies. Peer average excludes Kissimmee.
Sources: adopted FY2026 city budgets, council resolutions, and county property appraiser certified millage tables.

4.6253

CURRENT MILLAGE RATE

The City's rate remains among the lowest of its peer cities.

$32.5M

FROM PROPERTY TAXES IN FY26

Current property taxes bring in $32.5M, which doesn't cover the budgets of either the Fire or Police departments.

13

Next Steps

- Questions & Answers
- Setting the millage rate for FY 2027
- Staff returns with a balanced budget for the August workshop

14

ITEM 7.B
Approval of contract with JCO Corporation for Emergency Vehicle Upfitting Services

Request

Request approval to piggyback on the City of Orlando's contract with JCO Corporation for emergency vehicle upfitting services (Contract #20260264).

Explanation

The City of Kissimmee Fire Department requests Commission approval to utilize the City of Orlando Master Agreement (IFB25-0009-3) to contract with JCO Corporation for emergency vehicle upfitting services.

The City of Orlando entered into this agreement with JCO Corporation on April 18, 2025, following a competitive solicitation and award process. Staff has determined that the specifications included in the City of Orlando's solicitation are substantially similar to the Fire Department's emergency vehicle upfitting requirements and that utilizing this cooperative purchasing agreement is economically advantageous and in the best interest of the City.

The Agreement will become effective upon execution by both parties and will remain in effect through April 6, 2028. The Agreement will automatically renew if the City of Orlando Master Agreement is renewed and will remain in effect through the applicable renewal term(s).

This contract will have no impact on the operating budget, as these services were previously budgeted to be provided by another vendor.

Recommendation

Approval to piggyback on the City of Orlando contract with JCO Corporation to provide emergency vehicle upfitting services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
1. (S) JCO Corporation Contract

AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
JCO CORPORATION

THIS AGREEMENT is made 14th day of July, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **JCO CORPORATION**, a Florida Corporation, whose address is 2054 Platinum Road, Apopka, Florida 32703, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties,**" and each represents as follows:

WITNESSETH

WHEREAS, the City has an ongoing need for emergency vehicle equipment, upfitting services, and repair services for Fire Department vehicles from time to time, and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

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

WHEREAS, City of Orlando, Florida entered into Contract Number IFB25-0009-3 with Vendor on April 18, 2025 (hereinafter the "Master Agreement") following a competitive bidding and selection process, Invitation to Bid # 25-0009; and

WHEREAS, City has determined that the specifications in the solicitation by City of Orlando, Florida are similar in nature to the various emergency vehicle needs for the City of Kissimmee's Fire Department vehicles, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, a Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "City of Orlando, Florida," in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "City of Orlando, Florida," or "City" appear, they will be read as "City of Kissimmee," and "City," and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through April 6, 2028. This Agreement shall be automatically renewed if the Master Agreement is renewed and shall continue until the expiration of the renewal term or terms.

4. **ORDER.** Vendor agrees to provide to City the services listed in the Price Table of the Master Agreement according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the products and in which quantity the City is ordering.

5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.

6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

7. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

8. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

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

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

10. **PUBLIC RECORDS.** The Vendor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Vendor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.

c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

11. **FOREIGN GIFTS AND CONTRACTS.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

12. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

13. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

14. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

16. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

17. **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. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

    Every 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. Vendor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

    City acknowledges that Vendor may use workers outside the United States, who will not be subject to e-verification.

18. **SCRUTINIZED COMPANIES CERTIFICATION.** 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.

19. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

JCO CORPORATION

Signed: _____

Print name: Joshua Caines

Title: President

Date: 7/14/26

Notary Public State of Florida
Terri L. Totty
My Commission HH 521541
Expires 4/28/2028

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 14th day of July, 2026, by means of ☒ physical presence or ☐ online notarization, by Joshua Caines as President of JCO Corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

_____
Notary Public

CITY OF KISSIMMEE

_____
Mayor-Commissioner

Date: _____

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

EXHIBIT A
MASTER AGREEMENT

CITY OF ORLANDO

April 18, 2025

JCO Corporation
Mike Caines
Vice President
2054 Platinum Road
Apopka, FL 32703

SUBJECT: **Contract No. IFB25-0009-3- Emergency Vehicle Sublet Repair**

The attached contract is the City of Orlando's acceptance of your offer in response IFB25-0009-3- Emergency Vehicle Sublet Repair, and is subject to all terms and conditions therein, as well as any addenda to that solicitation.

This contract is an initial thirty-six (36) months contract, effective April 7, 2025, and will remain in effect through April 6, 2028.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties to be valid, binding, and enforceable.

All invoices must reference the subject Contract Number (IFB25-0009-2). Invoices must be submitted to the address below:

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced. The description and unit prices on each invoice must match the description and unit pricing in the subject contract. Invoices not meeting these requirements are considered Improper Invoices and will be returned.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

[JCO CORPORATION] RESPONSE DOCUMENT REPORT

IFB No. IFB25-0009

Emergency Vehicle Sublet Repair

RESPONSE DEADLINE: January 6, 2025 at 2:00 pm

Report Generated: Tuesday, January 7, 2025

JCO Corporation Response

CONTACT INFORMATION

Company:
JCO Corporation

Email:
mike@jcocorp.com

Contact:
Michael Caines

Address:
2054 PLATINUM RD
APOPKA, FL 32703

Phone:
(407) 395-9066

Website:
www.jcocorp.com

Submission Date:
Dec 31, 2024 12:09 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 31, 2024 11:53 AM by Michael Caines

QUESTIONNAIRE

1. DUNS Number (Dun & Bradstreet)*
19-9601621

2. Experience: *
Years in Business:

Maximum response length: 10 characters

20

3. Experience: *
Years in business under this name:

Maximum response length: 10 characters

13

4. Experience: *
Years performing this type of work:

Maximum response length: 5 characters

20

5. Local Service Facility, If Applicable*
Name of local service center.

JCO Corporation

6. Local Service Facility, If Applicable*
Address of local service center. (Please include City, County, and Zip code)

2054 Platinum Rd, Apopka, FL 32703

7. Local Service Facility, If Applicable*
Contact Name and telephone number:

Mike Caines 407-395-9066

8. Discount Payment Terms (if any)?*
Provide percentage (%) of discount payment terms, if applicable.

Maximum response length: 5 characters

N/A

9. Discount Payment Terms if paid within _____ days after receipt of invoice, if applicable.*
Enter number of days, if discount is applicable.

Maximum response length: 10 characters

N/A

10. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)*
ACH – Automated Clearing House (net 30)

11. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?*
Yes

12. Recycled Content:
Please indicate the percentage _____% of recycled material contained in the supplied items, if applicable.

Maximum response length: 10 characters

0

13. Recycled Content:*
Is your product packaged/shipped in material containing recycled content?

No

14. Recycled Content:*
Is your product recyclable after it has reached its intended end use?

Yes

15. Authorized Signatories
The Respondent represents that the following persons are authorized to sign responses/submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

TYPE IN COMPANY'S NAME*
The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

JCO Corporation
Click to Verify *Value will be copied to clipboard*

AUTHORIZED SIGNATORIES*
Please Indicate Name or Names of Authorized Signatories.

Michael Caines

AUTHORIZED SIGNATORIES*
Please Indicate Title or Titles of Authorized Signatories.

Vice President

AUTHORIZED SIGNATORIES*
Please Indicate Principal or Authorized Authority.

Authorized Authority

16. Required Forms

ADDENDUM RECEIPT VERIFICATION*
Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.

The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

The undersigned acknowledges receipt of all issued addenda:

Confirmed

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES*

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Confirmed

REFERENCES FORM*
Please download the document below, complete, and upload.

- Attachment A - References.pdf

Attachment_A_-_References.pdf

RESPONDENT'S CERTIFICATION FORM*
Please download the below document, complete, sign, notarize, and upload.

- Attachment B - Respondent's...

Attachment_B_Signed.pdf

CONTRACT AND ACCEPTANCE FORM*
Please download the document below, complete, signed, notarized, and upload.

- Attachment_C_-_Contract_and...

Attachment_C_Signed.pdf

CONFLICT OF INTEREST DISCLOSURE FORM *
Please download the below document, complete, sign, and upload.

- Attachment_D_-_Conflict_of_...

Attachment_D_Signed.pdf

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM*
Please download the document below, complete, and upload.

- Attachment_E_-_Conf_&_Prop_...

Attachment_E_Signed.pdf

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM*
Please download the document below, complete, and upload.

- Attachment_F_-_MWBE_Form_(2...

Attachment_F_-_MWBE_Form_(2024).pdf

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM*
Please download the document below, complete, and upload.

- Attachment_G_-_VBE_Form.pdf

Attachment_G_-_VBE_Form_(1).pdf

THE VENDOR HEREBY REPRESENTS, WARRANTS, AND CERTIFIES THAT VENDOR DOES NOT USE COERCION FOR LABOR OR SERVICES AS DEFINED IN SECTION 787.06, FLORIDA STATUTES. A COMPLETED HUMAN TRAFFICKING AFFIDAVIT SHOULD BE INCLUDED WITH YOUR SUBMITTAL. A CONTRACT SHALL NOT BE AWARDED TO A RESPONDENT WHO DOES NOT SUBMIT THE FORM AT THE TIME OF SUBMITTAL OR WITHIN SEVEN (7) DAYS OF THE DATE THE CITY REQUESTS THE FORM BE SUBMITTED, IF A RESPONDENT FAILS TO RETURN THE FORM WITH ITS RESPONSE. *
Please download the below documents, complete, and upload.

- Attachment_H-Human_Traffick...

Attachement_H_Signed.pdf

W-9 FORM*
Upload signed copy of Respondent's most current W-9 .

New_W9_Signed.pdf

PROOF OF INSURANCE*
Upload copy of Respondent's Certificate of Insurance.

JCO_COI_-_2024-2025.pdf

PRICE TABLES

GROUP ONE (1) REPAIR AND MAINTAINANCE OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$120.00	$90,000.00
2	Over Time Labor Rate	750	Per Hour	$180.00	$135,000.00
3	Holiday Labor Rate	750	Per Hour	$180.00	$135,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Travel Rate	750	Per Hour	$120.00	$90,000.00
5	Unit Transportation Flat Fee	750	Each	$120.00	$90,000.00
TOTAL					$540,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

GROUP TWO (2) REPAIR AND MAINTAINANCE OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$140.00	$105,000.00
2	Over Time Labor Rate	750	Per Hour	$210.00	$157,500.00
3	Holiday Labor Rate	750	Per Hour	$210.00	$157,500.00
4	Travel Rate	750	Per Hour	$140.00	$105,000.00
5	Unit Transportation Shop Flat Fee	750	Each	$120.00	$90,000.00
TOTAL					$615,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

GROUP THREE (3) REPAIR AND MAINTAINANCE OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$240.00	$180,000.00
2	Over Time Labor Rate	750	Per Hour	$340.00	$255,000.00
3	Holiday Labor Rate	750	Per Hour	$340.00	$255,000.00
4	Travel Rate	750	Per Hour	$240.00	$180,000.00
5	Unit Transportation Shop Flat Fee	750	Each	$200.00	$150,000.00
TOTAL					$1,020,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

ATTACHMENT A

REFERENCES

1. CONTACT INFORMATION

JCO Corporation
Name of Company

Michael Caines
Name of Contact Individual

2054 Platinum Rd.
Contact Address

Apopka, FL 32703
Contact City, State, Zip

407-395-9066
Contact Telephone Number

mike@jcocorp.com
Contact Email Address

2. REFERENCES:

Please provide references related to the scope of work.

Reference #1:
Name: Volusia County Sheriff
Address: 3899 Tiger Bay Rd, Daytona Beach, FL 32124
Telephone No.: 386-214-2435 Fax No.:
Contact: Jerry Fox
E-mail: jfox@volusiasheriff.gov
Project/Contract Title: Vehicle upfitting, equipment and repairs
Project Contract Number:
Project/Contract Amount:
Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #2:
Name: Seminole County Fire
Address: 150 Eslinger Way, Sanford, FL32773
Telephone No.: 321-377-8283 Fax No.:
Contact: Jason Prather
E-mail: jprather@seminolecountyfl.gov
Project/Contract Title: Vehicle upfitting, equipment and repairs
Project Contract Number:
Project/Contract Amount:
Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #3:

Name: Orange County Fire

Address: 4400 Vineland Road, Orlando, FL 32811

Telephone No.: 407-836-8230 Fax No.:

Contact: Michael Moore

E-mail: Michael.Moore@ocfl.net

Project/Contract Title: Vehicle upfitting, equipment and repairs

Project Contract Number:

Project/Contract Amount:

Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #4:

Name: Central Florida Tourism Oversight District

Address: 1900 Hotel Plaza, Lake Buena Vista, FL 32830

Telephone No.: 407-232-8230 Fax No.:

Contact: Terry Cullen

E-mail: tcullen@oversightdistrict.org

Project/Contract Title: Vehicle upfitting, equipment and repairs

Project Contract Number:

Project/Contract Amount:

Project/Substantial Completion Date or Percent Complete: Ongoing

3. **SUBCONTRACTORS** (for informational purposes only): If the Respondent intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)

ATTACHMENT B

RESPONDENT'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids/Request for Quotes, Instructions to bidders/respondents, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids/Request for Quotes.

I hereby propose to furnish the goods or services specified in the Invitation for Bids/Request for Quotes at the prices or rates quoted in my bid/submittal. I agree that my bid/submittal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids/submittals.

I agree to abide by all conditions of this bid/submittal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid/submittal, including all exhibits and attachments completed and submitted with this bid/submittal, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/submittal on behalf of the bidder/respondent as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/contract.

I certify, under oath, that this bid/submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/submittal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid/submittal. I further certify that the undersigned executed this respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JCO Corporation
NAME OF BUSINESS

BY: _____
SIGNATURE

Michael Caines, Vice President
NAME & TITLE, TYPED OR PRINTED

2054 Platinum RD
MAILING ADDRESS

Apopka, FL 32703
CITY, STATE, ZIP CODE

(407)395-9066
TELEPHONE NUMBER

(___)_____
FAX NUMBER

mike@jcocorp.com
E-MAIL ADDRESS

State of FLORIDA
County of ORANGE

Sworn to (or affirmed) and subscribed before me this 31st day of December, 2024, by Michael Gene Caines

Donna Soladean
Signature of Notary

Notary Public, State of FLORIDA

Personally Known

-OR-

Produced Identification _____

Type: FDL

DONNA SOLADEAN
MY COMMISSION # HH 160650
EXPIRES: October 9, 2025

Company Tax ID # 83-1632539
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's response/submittal for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's submittal in response to the Solicitation, including all schedules and forms submitted with the response/submittal, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Michael Caines, Vice President
NAME & TITLE, TYPED OR PRINTED

JCO Corporation
NAME OF BUSINESS

2054 Platinum RD
MAILING ADDRESS

Apopka, FL 32703
CITY, STATE, ZIP CODE

PHONE: 407- 395-9066

FAX: (____)

E-MAIL: mike@jcocorp.com

State of FLORIDA
County of ORange

Sworn to (or affirmed) and subscribed before me this 21st day of December, 2024, by Michael Gene Caines

Signature of Notary

Notary Public, State of FLORIDA

Personally Known (circle if applicable)

-OR-

Produced Identification: _____

Type of Identification: FLORIDA Driving License

DONNA SOLADEAN
MY COMMISSION # HH 180650
EXPIRES: October 9, 2025

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: ____

This contract is for: All Item Numbers: ✓ or Item Numbers: _____

INITIAL CONTRACT TERM: April 7, 2025 to April 6, 2028

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 24, 2025

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: April 22, 2025

ATTACHMENT D

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their submittal/response the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries.

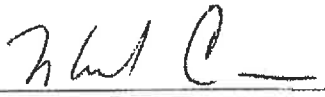
By submission of this submittal/response, the Respondent certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

_____

_____

_____



Signature

Michael Caines

Name

Vice President

Title

JCO Corporation

Name of Company

12/30/2024

Date

ATTACHMENT E

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	**Detailed Explanation/Justification** with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			

Signature

Michael Caines

Name

Vice President

Title

JCO Corporation

Name of Company

12/30/2024

Date

ATTACHMENT F

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: N/A

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder will be contacted by the City's M/WBE Division to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT G

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: N/A

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT H

Human Trafficking Affidavit

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: JCO Corporation
Authorized Signature: _____ Date: 12/31/2024
Printed Name: Michael Caines
Title: Vice President

STATE OF Florida
COUNTY OF Orange
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of December, 2024, by Michael Cane Caines, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced Florida Drivers License as identification.

DONNA SOLADEAN
MY COMMISSION # HH 160650
EXPIRES: October 9, 2025

Signature of Notary Public
Donna Soladean
Name of Notary Typed, Printed or Stamped
My Commission Expires: October 9, 2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

JCO Corporation is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Michael Caines

Title: Vice President

Signature: Michael Caines Date: 4/15/2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

JCO Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2054 Platinum Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Apopka, FL 32703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	1	6	3	2	5	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 9/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in Item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joe Armstrong
THE STERLING GROUP INC PO BOX 30668 LANSING, MI 48909-8168	PHONE (A/C, No, Ext): 844-977-1283 FAX (A/C, No): 517-886-8655 E-MAIL ADDRESS: servicecenter.ao@aoins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JCO CORPORATION
2054 PLATINUM RD
APOPKA, FL 32703-7738

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	53-016106-00	09/11/2024	09/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			53-016160-00	09/11/2024	09/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			53-016106-01	09/11/2024	09/11/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garagekeepers Coverage - Direct Primary			53-016160-00	09/11/2024	09/11/2025	Comprehensive Ded. Collision Ded.	500 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joe Armstrong

City of Orlando

Procurement and Contracts Division

David Billingsley, Chief Procurement Officer
400 South Orange Avenue, Orlando, FL 32801

EVALUATION TABULATION

IFB No. IFB25-0009

Emergency Vehicle Sublet Repair

RESPONSE DEADLINE: January 6, 2025 at 2:00 pm

Report Generated: Monday, January 6, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Sun State Ford (dealer)	$599,850.00
Central Florida Fire Truck Services, LLC	$1,935,000.00
JCO Corporation	$2,175,000.00
Gulf coast emergency vehicle repair llc	$2,240,250.00

GROUP ONE (1) REPAIR AND MAINTAINANCE OF LIGHT DUTY EMERGENCY VEHICLES

Group One (1) Repair and Maintainance of Light Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$120.00	$90,000.00	$199.95	$149,962.50
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$180.00	$135,000.00	$199.95	$149,962.50
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$180.00	$135,000.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$120.00	$90,000.00	$0.00	$0.00

EVALUATION TABULATION
IFB No. IFB25-0009
Emergency Vehicle Sublet Repair

Group One (1) Repair and Maintainance of Light Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Flat Fee	750	Each	$0.00	$0.00	$126.00	$94,500.00	$120.00	$90,000.00	$0.00	$0.00
Total						$0.00		$94,500.00		$90,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF LIGHT DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Light Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	15%

GROUP TWO (2) REPAIR AND MAINTAINANCE OF MEDIUM DUTY EMERGENCY VEHICLES

Group Two (2) Repair and Maintainance of Medium Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$140.00	$105,000.00	$199.95	$149,962.50
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$210.00	$157,500.00	$199.95	$149,962.50
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$210.00	$157,500.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$140.00	$105,000.00	$0.00	$0.00

Group Two (2) Repair and Maintainance of Medium Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Shop Flat Fee	750	Each	$0.00	$0.00	$126.00	$94,500.00	$120.00	$90,000.00	$0.00	$0.00
TOTAL						$0.00		$94,500.00		$90,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF MEDIUM DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Medium Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	15%

GROUP THREE (3) REPAIR AND MAINTAINANCE OF HEAVY DUTY EMERGENCY VEHICLES

Group Three (3) Repair and Maintainance of Heavy Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$240.00	$180,000.00	$0.00	$0.00
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$340.00	$255,000.00	$0.00	$0.00
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$340.00	$255,000.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$240.00	$180,000.00	$0.00	$0.00

EVALUATION TABULATION
IFB No. IFB25-0009
Emergency Vehicle Sublet Repair

Group Three (3) Repair and Maintainance of Heavy Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Shop Flat Fee	750	Each	$0.00	$0.00	$125.00	$93,750.00	$200.00	$150,000.00	$0.00	$0.00
						$0.00		$93,750.00		$150,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF HEAVY DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Heavy Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	0%

CITY OF ORLANDO

NOTICE OF INTENDED ACTION –
AWARD OF BID

Date: March 25, 2025

TO: All Bidders

Re: Notice of Intended Action – Award of Bids.
Emergency Sublet Vehicle Repair-IFB25-0009

On January 6, 2025 at 2:00 P.M. Local Time, Orlando, Florida, sealed bids for the above referenced project were received and opened in the Procurement and Contracts Division.

This notice serves as official notification that the City intends to award the above referenced project to the following, in the best interest of the City:

Supplier	City, State
Sun State Ford (Group One- Line Items 1-6)	Orlando, Florida
Central Florida Fire Truck Services LLC	Saint Cloud, Florida
JCO Corporation	Apopka, Florida
Gulf Coast Emergency Vehicle Repair LLC	Kissimmee, Florida

If you have any questions regarding the bidding procedures, please contact the Procurement and Contracts Division at (407) 246-2291.

We appreciate your interest in doing business with the City of Orlando and look forward to receiving submittals from your firm on future projects.

Procurement and Contracts Division

Note: The Solicitation process is governed by Chapter 7 of the City Code

PROCUREMENT AND CONTRACTS DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • Orlando.gov/procurementportal

NIA3/25/2025

CITY OF ORLANDO

MEMORANDUM

DATE: March 13, 2025.

TO: Jonathan D. Ford
Fleet Management Division Manager

FROM: Varun Desai, Purchasing Agent III
Procurement and Contracts Division

SUBJECT: Award Recommendation Letter

BID NUMBER/TITLE: IFB25-0009- Emergency Vehicle Sublet Repair

The bids for the subject solicitation were opened on January 6, 2025. Procurement and Contracts have reviewed the bid submittals for responsiveness. Please see the attached Bid Tabulation Sheet. Pending final review by your office, the recommendation of award is as follows:

Line Item(s)	Recommended Award	Amount:
Group One (1)- Line Items (1-6).	Sun State Ford, Orlando, Florida.	$299,925.00/year
All	Central Florida Fire Truck Services LLC, Saint Cloud, Florida.	$1,935,000.00/year
All	JCO Corporation, Apopka, Florida.	$2,175,000.00/year
All	Gulf Coast Emergency Vehicle Repair LLC, Kissimmee, Florida.	$2,240,250.00/year

Once submittals have been fully evaluated by you, please sign below to acknowledge your concurrence of this recommendation of award and return by at your earliest convenience. In addition, forward a Fiscal Impact Statement* (in Word format) to the assigned Purchasing Agent.

Procurement will then prepare the Council Agenda for award approval and the timely development of the Contract(s).

JFord — Fleet Division Manager — 13 March 2025
Authorized Signature — Title — Date

Fleet Division Management
Department

PROCUREMENT AND CONTRACTS DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • Orlando.gov/procurementportal

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
JCO CORPORATION

Filing Information

Document Number	P05000014505
FEI/EIN Number	83-1632539
Date Filed	01/27/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/12/2018

Principal Address

2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Changed: 01/14/2020

Mailing Address

2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Changed: 01/14/2020

Registered Agent Name & Address

Caines, Joshua
2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Name Changed: 01/14/2020

Address Changed: 01/14/2020

Officer/Director Detail

Name & Address

Title President

CAINES, JOSHUA
2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Title VP

Caines, Michael
2054 Platinum Road
Apopka, FL 32703

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	02/16/2024
2025	01/02/2025

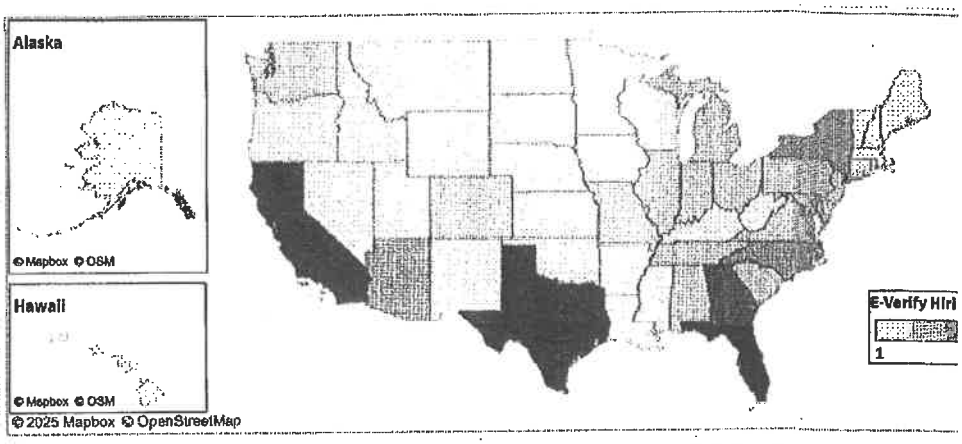
Document Images

01/02/2025 -- ANNUAL REPORT	View image in PDF format
02/16/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/04/2019 -- ANNUAL REPORT	View image in PDF format
07/12/2018 -- REINSTATEMENT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
07/31/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2013 -- Amendment and Name Change	View image in PDF format
01/26/2013 -- ANNUAL REPORT	View image in PDF format
08/30/2012 -- ANNUAL REPORT	View image in PDF format
03/01/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
01/17/2009 -- ANNUAL REPORT	View image in PDF format
01/26/2008 -- ANNUAL REPORT	View image in PDF format
11/20/2007 -- ANNUAL REPORT	View image in PDF format
05/24/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
09/19/2005 -- Amendment	View image in PDF format
01/27/2005 -- Domestic Profit	View image in PDF format

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled thi

Business Name [Input Employer's legal name or DBA name]
JCO CORPORATION

Industry Type
(All)

Account Status
☑ Open
☑ Terminated

Opted into E-Verify+
☑ No
☑ Yes

State/Territory
(All)

Date Enrolled [Select last 30 years for all data]
Last 50 years

Total Records F

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workf Size
12/30/2020	JCO Corporation	JCO Corpo..	Open	No	12/30/2020		5 to 9

Parameters:

1 Frequency

USCIS updates the search tool daily at approximately 2 a.m. ET. Please email us at E-Verify.@uscis.dhs.gov if you have questions about the data results.

2 Accuracy

Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.

3 Data

The public may not recognize business names that employers use.

Example: An employer enrolls in E-Verify using only their business name (e.g., Baristas Incorporated), but the public may only recognize their DBA name (e.g., Coffee First). If a user searches for the DBA name (Coffee First), the search tool will not return results unless the employer provided the DBA name at enrollment.

If the search tool results include the name of a business that indicate an employer has more than one hiring site or business location, it does not necessarily mean that all of the hiring sites are enrolled in E-Verify. A hiring site is the location where the employer hires employees and completes Form I-9, Employment Eligibility Verification. Employers with multiple locations may choose which of their sites participate in E-Verify.

Example: A user may search for Candy Company and find a listing for Candy Company in the search tool. That does not mean every Candy Company store across the United States is enrolled in E-Verify.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

DATA E-VERIFY EMPLOYER SEARCH TOOL E-VERIFY PARTICIPATING EMPLOYERS

Last Updated Date: 09/24/2024

Subaward Reporting is live on SAM.gov Show Details
Mar 8, 2025

Entity Validation Show Details
Feb 4, 2025

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Search

All Words | e.g. 1606N020Q02

Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

Sign In

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- ◯ Any Words ⓘ
- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

JCO CORPORATION ×

Entity

Location

Status

- ☑ Active
- ☑ Inactive

Reset

Entity Information | All Entity Information | Entities | Disaster Response Registry | Responsibility / Qu

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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Restricted Data Use

Freedom of Information Act

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USASpending.gov

Grants.gov

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Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

SAM.gov
An official website of the U.S. General Services Administration

CITY OF ORLANDO

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: To establish a contract with Sun State Ford, Central Florida Fire Truck Services, JE Corporation, and Gulf Coast Emergency Vehicle for emergency vehicle sublet repairs

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	$0	$0
Operating/Capital	$2,770,906.00	$6,650,176.00
Total Amount	$2,770,906.00	$6,650,176.00

Comments (optional): Charges will bill out to the respective departments as services are rendered

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount $0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	5001 - R	(enter text here)	(enter text here)
Department /Division	OBFS/Fleet Management	(enter text here)	(enter text here)
Cost Center/Project/Grant	FL10003 - C Fleet Management	(enter text here)	(enter text here)
Total Amount	$6,650,176.00	$0	$0

CITY OF ORLANDO

MEMORANDUM

TO: Varun Desai, Procurement & Contracts Division
THRU: Janeiro R. Coulter, MBE Division Manager Margie Collins for Janeiro Coulter
FROM: Kimberly Wyche, MBE Contract Compliance Investigator III
DATE: March 24, 2025
SUBJECT: MBE Division Approval Memorandum - IFB25-0009-v1

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Fleet Management Division recommendations for the award of Project IFB25-0009-v1, Emergency Sublet Vehicle Repair for $19,050,750.00 to the following firms:

Central Florida Fire Truck Services, LLC
Gulf Coast Emergency Vehicle Repair, LLC
JCO Corporation

The MBE Division has reviewed the subject procurement and has determined that there are no Certified Firms to provide the subject goods or services.

cc: David Billingsley, Chief Procurement Officer

Companies can demonstrate Good Faith Effort by (1) achieving MWBE participation or (2) providing documentation of their efforts to do so that warrant a determination of this nature or (3) a combination thereof.

CITY OF ORLANDO

MEMORANDUM

TO: Varun Desai, Procurement & Contracts Division

THRU: Janeiro R. Coulter, MBE Division Manager Manager Coulter for Janeiro Coulter

FROM: Kimberly Wyche, MBE Contract Compliance Investigator III

DATE: March 24, 2025

SUBJECT: MBE Division Approval Memorandum - IFB25-0009-v2

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Fleet Management Division recommendations for the award of Project IFB25-0009-v2, Emergency Sublet Vehicle Repair to Sunstate Ford for $1,799,550.00.

Sunstate Ford	MBE	Asian	100.00%
Total MBE Participation			**100.00%**
Total MWBE Participation			**100.00%**

Sunstate Ford demonstrates Good Faith Efforts.

cc: David Billingsley, Chief Procurement Officer

Companies can demonstrate Good Faith Effort by (1) achieving MWBE participation or (2) providing documentation of their efforts to do so that warrant a determination of this nature or (3) a combination thereof.

EXHIBIT B

HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

Print Name of Contractor's Authorized Representative: Ryan Rogers

Title of Contractor's Authorized Representative: Director of Installation + Service

Signature of Contractor's Authorized Representative: Ryan Rogers

Date: 7/24/26

Est 07 15 2024