



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 2, 2021
6:00 PM**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PROCLAMATION - MOBILITY WEEK 2021

The request is for the City Commission to present a Proclamation in honor of "Mobility Week 2021."

3.B EMPLOYEE OF THE MONTH FOR NOVEMBER

That the City Commission join the City Manager in recognizing Harmony Bohannon, Development Services, as November's Employee of the Month.

3.C SERVICE AWARDS FOR JULY, AUGUST AND SEPTEMBER

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in their years of service.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

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 HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the October 5, 2021 and October 19, 2021 Commission Minutes.

7.B BUS SERVICE AGREEMENT BETWEEN LYNX AND THE CITY OF KISSIMMEE FOR FY 2021-2022

Approval of the FY 2021-2022 Bus Service Agreement between Lynx and the City of Kissimmee for LYNX Route 709 (Kissimmee Connector).

7.C DONATION OF MSA ALTAIR 5-GAS DETECTOR SYSTEM FOR THE FIRE DEPARTMENT

Acceptance of the donation of a MSA Altair 5-gas detector system from the East Central Florida Regional Planning Council for use by the City of Kissimmee Fire Department (KFD) as part of a federal Pipeline and Hazardous Materials Safety Administration Technical Assistance Grant.

7.D DISPOSAL OF CITY ASSETS

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

7.E BUDGET TRANSFER TO SOLID WASTE DIVISION ACCOUNTS

Approval to transfer \$107,661 from the regular salaries & wages account to cover outstanding balances.

7.F PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022

Approval to increase the FY 2021-2022 budget to continue funding certain projects that were approved in prior years.

7.G TASK WORK ORDER NO. 2 TO KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES OF THE MANN STREET ROADWAY EXTENSION PROJECT

Approval of Task Work Order No. 2 to Kimley Horn and Associates, Inc (KHA) for the Mann Street Roadway Extension Project in the amount of \$130,097.00 and budget transfer from the Stormwater Utility Funds.

7.H BUDGET AMENDMENT TO ADD AN ADDITIONAL AIRPORT OPERATIONS COORDINATOR POSITION

Commission approval of an amendment to the Airport budget to add a new full-time Airport Operations Coordinator position.

7.I ECONOMIC DEVELOPMENT QUALIFIED TARGETED INDUSTRY INCENTIVES CONTRACT FOR CIRRUS AIRCRAFT

Staff seeks approval of the Kissimmee Economic Development Incentives contract with Qualified Targeted Industry (QTI) eligible company Cirrus Aircraft.

8. DISCUSSION ITEMS**8.A KISSIMMEE MAIN STREET ANNUAL UPDATE FOR FISCAL YEAR 2020-2021**

Kissimmee Main Street annual update for Fiscal Year 2020-2021.

**** CITY COMMISSION MEETING IS RECESSED AS THE CITY COMMISSION AND WILL CONVENE AS THE CRA BOARD ****

8.B KISSIMMEE MAIN STREET SERVICES AGREEMENT FOR FISCAL YEAR 2021-2022 (CRA FUND PORTION)

Approval of a new service agreement with Kissimmee Main Street for FY 2021-2022.

***** CITY COMMISSION IS ADJOURNED AS THE CRA BOARD AND WILL RECONVENE AS THE CITY COMMISSION *****

8.C KISSIMMEE MAIN STREET SERVICES AGREEMENT FOR FISCAL YEAR 2021-2022 (GENERAL FUND PORTION)

Approval of the General Fund funded portion of a new service agreement with Kissimmee Main Street for Fiscal Year 2021-2022.

8.D 2022 CITY COMMISSION MEETING CALENDAR

Request City Commission approval to establish the Commission meeting calendar for 2022.

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 STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A
PROCLAMATION - MOBILITY WEEK 2021

Request

The request is for the City Commission to present a Proclamation in honor of "Mobility Week 2021."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Mobility Week.2021

Proclamation



MOBILITY WEEK 2021

WHEREAS, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting an annual collection of outreach events; and

WHEREAS, Mobility Week is an ideal time for counties, cities, and transportation agencies to highlight achievements, introduce new initiatives, and/or implement new policies promoting sustainable transportation; and

WHEREAS, Mobility Week is an opportunity for individuals to explore various transportation choices available and consider how multimodal transportation reduces traffic congestion, benefits the environment and improves community health; and

WHEREAS, Mobility Week is consistent with the City of Kissimmee's key priorities of providing a vibrant multimodal downtown and urban core for Osceola County that provides for people, bikes, cars, and transit; and

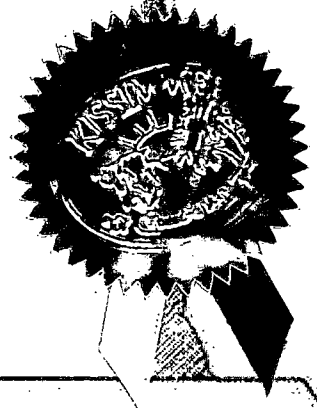
WHEREAS, the City of Kissimmee supports Mobility Week through social media outreach and education.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the week of October 29 - November 5, 2021, as "**MOBILITY WEEK**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 2nd day of November 2021.

CITY MANAGER

MAYOR-COMMISSIONER



ITEM 3.B

EMPLOYEE OF THE MONTH FOR NOVEMBER

Request

That the City Commission join the City Manager in recognizing Harmony Bohannon, Development Services, as November's Employee of the Month.

Explanation

The City of Kissimmee is honored to announce that the Employee of the Month for November is Harmony Bohannon, Fire Inspector for the Development Services Department. Harmony just passed her second City anniversary.

Harmony hit the ground running when she came to the City. She eagerly absorbed the City fire codes and inspection techniques. She quickly assisted with all aspects of the job from new and maintenance inspections, special events plan review, attending meetings, and Business Tax Receipts (BTR) inspections. Harmony developed a BTR procedure that is now being implemented by the Building Division which explains to the customers what the requirements are for scheduling and completing the BTR inspections. She also started a new process for the permit techs to help customers schedule and complete BTR inspections.

Harmony has coordinated smoke detector installation training between the Red Cross and the Fire Department. Additionally, she created a bilingual fire extinguisher training class for a nonprofit group. She accepts any task given to her and goes out of her way to work with customers' schedules or difficulties. For these, and all her qualities, the City of Kissimmee would like to recognize her.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.C**SERVICE AWARDS FOR JULY, AUGUST AND SEPTEMBER****Request**

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in their years of service.

Explanation**Five**

Benjamin Burnett	Parks & Recreation
Robert Baptist	Fire
Andres Campuzano	Police
Emerson Godin Koehler	Police
Crystal Muniz	Development Services
Joseph Pascal	Police
Imer Robles	Fire
Devin Sprenger	Fire

Ten

Lisando Ramirez	Public Works & Engineering
Lacey Santone	Police
Shannon Taylor	Police

Fifteen

Keith Arsenault	Police
Stacy Legel	Police
Ali Brewington	Public Works & Engineering
Erika Castellucci	Police
Takeya Close	Police
Jesus Garcia	Police
Preeti Tuladhar	Information Technology

Twenty

Scott Bowman	Police
Eric Gentry	Fire
Mark Grigg	Information Technology
Ryan Johndro	Police
Desiree Matthews	City Manager
Ben O'Neal	Fire

Twenty-five

Brandon Retherford	Police
Douglas Etheredge	Development Services
Craig Putriment	Police

Thirty

David Richards	Parks & Recreation
Wayne Groves	Public Works & Recreation

Thirty-five

Glory Seley	Fire
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Department: Human Resources & Risk Management
 Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the October 5, 2021 and October 19, 2021 Commission Minutes.

Explanation

Minutes of the Commission meetings held on October 5, 2021 and October 19, 2021 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Commission Minutes - October 5 2021
2. Commission Minutes - October 19 2021



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, OCTOBER 5, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PRESENTATION FROM OSCEOLA COUNTY PROPERTY APPRAISER KATRINA S. SCARBOROUGH ON PROPERTY VALUES IN OSCEOLA COUNTY, THE CITY OF KISSIMMEE, AND THE COMMUNITY REDEVELOPMENT AREAS

The Osceola County Property Appraiser will provide the City Commission with an update on the growth in the City of Kissimmee.

City Manager Steigerwald introduced Property Appraiser, Katrina Scarborough.

Katrina Scarborough, Osceola County Property Appraiser, reviewed a PowerPoint Presentation, that was attached to the Agenda.

Ms. Scarborough responded to a Commission question on the increase in property values and she confirmed commercial properties have been impacted most, especially hotels and restaurants; they will see new values on the tax bills going out in November.

3.B PROCLAMATION - BULLYING AWARENESS MONTH

The request is for the City Commission to present a Proclamation in honor of "Bullying Awareness Month."

City Manager Steigerwald read a proclamation in honor of Bullying Awareness Month as the Mayor and Commissioners presented the proclamation to Francisco Morales who was representing Bikers against Bullies USA Central Florida; Mr. Morales thanked the Commission.

3.C PROCLAMATION - HISPANIC HERITAGE MONTH

The request is for the City Commission to present a Proclamation in honor of "Hispanic Heritage Month."

City Manager Steigerwald read a proclamation in honor of Hispanic Heritage Month as the Mayor and Commissioners presented the proclamation to Ms. Marilyn Cortes-Lovato, representing Osceola Arts in Public Places, and Beatriz Andrekovich of Casa de Artes y Cultura Cabecal.

Ms. Cortes-Lovato thanked the Commission for the proclamation and allowing City Hall to be decorated with artwork.

3.D HISPANIC HERITAGE MONTH ART EXHIBITION

The request is for the City Commission to present certificates of recognition to art exhibit participants.

Melissa Zayas-Moreno, Public Information Office, introduced a video, produced by Access Osceola, that honors Hispanic Heritage Month. She explained the video highlights four (4) of the five (5) artists currently exhibiting artwork in City Hall.

Ms. Zayas-Moreno presented the artists with certificates of appreciation (Exhibit "A") and a gift from the City.

3.E EMPLOYEE OF THE MONTH FOR OCTOBER

That the City Commission join the City Manager in recognizing Kristy Strobl, Police Department, as October's Employee of the Month.

City Manager Steigerwald reviewed the attributes of Sergeant Kristy Strobl and why she is being recognized for her service to the community as the City Employee of the month for October 2021. The selection of Employee of the Month is made by a committee of peers and there is no great honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE,

FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Request to Amend the Future Land Use, Transportation, and Capital Improvements Elements and add a Property Rights Element to the Comprehensive Plan.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-13 by title.

Ashley Cornelison, Planner, advised the Commission this is a First Reading and Transmittal Hearing for the Comprehensive Plan to amend language within the future Land Use Element, Transportation Element, Capital Improvements Element and the City's new Property Rights Element as required by State Statute. After holding the Public Hearing staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance # 21-13. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.B PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading and transmittal of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use- Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-10 by title.

Brenda Ryan, Planner, advised the Commission this is an amendment to the Future Land Use Element/Chapter of the Comprehensive Plan which will remove the Frank Brown Ranch policy in its entirety and change the land use designation. After holding the Public Hearing, staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance # 21-10. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - PUD AMENDMENT: OSCEOLA VILLAGE CENTER; DRC#21-00059 (REHABILITATION HOSPITAL)

Approval of a Planned Unit Development (PUD) Amendment to add a rehabilitation hospital as a Conditional Use for the Osceola Village Center development.

Brenda Ryan, Planner, reviewed the requested Amendment to the existing Osceola Village Center PUD to include a rehabilitation hospital as a conditional use. After holding the Public Hearing, staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the Public Hearing. Commissioner Castano seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

5.B PUBLIC HEARING - FIRST SUBSTANTIAL AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

Approval of the Resolution to proposed amendment to the 2020 CDBG Annual Action Plan which deletes two current projects and reallocates funds to existing projects.

Frances DeJesus, Development Services Department, reported this is the First Substantial Amendment of the 2020/2021 CDBG Annual Action Plan and highlighted the requested changes and reallocation of funds, including the removal of the Rental and Mortgage Assistance Project. An influx of funding from State, Local, and Federal resources will assist with relief efforts for COVID while CDBG funds are being reallocated to projects like the Bridge-Housing/Homeless Facility.

Mayor Gonzalez announced the Public Hearing.

Stephen Kartje, 1805 Emmett Street, Kissimmee, addressed the Commission with questions on what was being requested for approval.

City Manager Steigerwald reviewed that the money comes from a Federal Program which allows the City to use the funds for improvements in the community.

Commissioner Fisher made a motion to approve the Public Hearing and Adopt Resolution # 24-2021 (Exhibit "B"). Commissioner Ortiz seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

6. HEAR AUDIENCE

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY

REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Fisher made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the September 14, 2021 City Manager and City Attorney Evaluations and September 14, 2021 Commission Minutes.

7.B TYLER TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SUITE

Approval of the payment for the annual software maintenance for Tyler Technologies ERP software suite in the amount of \$218,191.58.

7.C APPROVAL OF CISCO ENTERPRISE AGREEMENT

Approval of a three-year Cisco Enterprise Agreement (EA) in the amount of \$134,377.92 (\$44,792.64 annually) from Software House International utilizing the Sourcewell purchasing contract.

7.D CENTRALSQUARE TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ONESOLUTION PUBLIC SAFETY SOFTWARE SUITE

Approval of the annual maintenance contract for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$154,868.81.

7.E PURCHASE OF BUDGETED COMPUTER EQUIPMENT

Approval to purchase Fiscal Year 2021-22 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.

7.F SECOND AMENDMENT TO CONCESSION SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GULFSTREAM CATERING INC

Approval of the Second Amendment to the Concession Service Agreement between the City of Kissimmee and Gulfstream Catering.

7.G APPROVAL TO AWARD BID RFP 2021-009 FOR CONCESSION SERVICES FOOD SERVICE OPERATIONS AT KISSIMMEE LAKEFRONT PARK TO EDEN FAST FROZEN DESSERT, LLC FOR RUBY CAFE AND KISSIMMEE DINER, INC FOR BIG TOHO MARINA

Approval to award bid RFP 2021-009 for Concession Services Food Service Operations at Kissimmee Lakefront Park to Eden Fast Frozen Dessert, LLC for Ruby Plaza Cafe and Kissimmee Diner, Inc for Big Toho Marina.

7.H LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO.1 WITH FDOT FOR THE CONSTRUCTION OF THE TOHO-VALENCIA TRAIL II PROJECT FPN: 439084-1-58-01

Approval of the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement and the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the construction of the TOHO-Valencia Trail II Project, FPN: 439084-1-58-01.

Resolution # 25-2021 (Exhibit "C").

7.I BID AWARD FOR THE CONSTRUCTION OF THE TOHO - VALENCIA COLLEGE TRAIL II PROJECT, FPN: 439084-1-58-01

Approval to award the bid for the construction of the Toho Valencia College Trail II Project (FPN: 439084-1-58-01) to Schuller Contractors Inc. of Orlando, Florida in the amount of \$320,718.84.

7.J DISPOSAL OF CITY ASSETS

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

7.K LAW ENFORCEMENT PARTNERS DONATION TO THE CITY OF KISSIMMEE POLICE DEPARTMENT

Approval for the Kissimmee Police Department to accept a donation and commitment from Law Enforcement Partners.

7.L RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Commission approval of the ratification of the collective bargaining agreement (CBA) with the International Association of Fire Fighters, Local 4208 (IAFF) representing the fire fighters, EMT's and paramedics bargaining unit.

8. DISCUSSION ITEMS

8.A PRESENTATION OF FINANCIAL STATEMENTS FOR THE KISSIMMEE CHARTER SCHOOL FOR THE YEAR ENDED JUNE 30, 2021

Acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2021.

Michelle Martinez, King and Walker, gave an overview of the Audit Report for Kissimmee Charter Academy and reviewed specific pages of the report that highlighted areas she felt were important. At the conclusion of the presentation there were no comments from the Commission.

Commissioner Fisher made a motion to accept the FY 2021 Financial Statements as presented. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Olga Gonzalez, Commissioner Jim Fisher, City Commissioner Felix Ortiz, Commissioner Carlos Alvarez, III, Commissioner Olga Lucia Castano
NAY: None

Motion carried 5 - 0.

8.B KISSIMMEE'S OPERATION BUSINESS BOOST

City staff seeks approval of a new multi-pronged business initiative to support our local economy and continue to spur new investment.

Belinda Kirkegard, Economic Development Director, reviewed the PowerPoint Presentation attached to the agenda item and stated as requested by the Commission, the application process will be significantly streamlined and available online; staff is proposing in-person assistance be available as well.

Samia Singleton, CRA Manager, continued the presentation and provided information on the CRA Commercial Property Improvement Program (CPIP).

Commissioner Castano made a motion to approve the Kissimmee Boost Program. Commissioner Ortiz seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion Passed 5 - 0.

8.C CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Alvin Codner.

City Manager Steigerwald stated we have advertised but not received any new applications.

Commissioner Castano made a motion to appoint Mariana Valerio to the Charter School Advisory Board as a Businessperson. Commissioner Alvarez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

8.D ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS FOR PENSION BOARDS

Commission requested to appoint or reappoint one (1) member to the Police Pension Board and one (1) member to the Fire Pension Board. These annual appointments expire September 30, 2021 and the current members wish to be reappointed.

Commissioner Fisher made a motion to reappoint Reginald Hardee to the Fire Pension Board. Commissioner Castano seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

Mayor Gonzalez made a motion to reappoint Catalin Cruz to the Police Pension Board. Commissioner Castano seconded the motion.

AYE: Mayor Olga Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

8.E COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

City Manager Steigerwald reminded the Commission Mayor Gonzalez has an individual appointment to make and then the Commission may make up to an additional three (3) At-Large appointments.

Mayor Gonzalez made a motion to appoint Dr. Wade Mumm, Lead Pastor, Greeneway Church. Commissioner Alvarez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Mayor Gonzalez made a motion to appoint Gabby Mejia, Pastor, New Birth Church as At-Large Member. Commissioner Ortiz seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Commissioner Fisher made a motion to appoint Twis Lizasuain, Chief Executive Officer, Osceola Association of Realtors as At-Large Member. Commissioner Castano seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Commissioner Ortiz made a motion to appoint Mike DeLong, Lead Pastor, Vine Church as At-Large Member. Commissioner Alvarez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald announced Viva Osceola is being held Saturday, October 9, 2021, from 12:00 p.m. to 7:00 p.m. at Lakefront Park.

City Manager Steigerwald requested Commission direction on the approval of travel funds being used for Commissioner Castano to attend the Chamber of Commerce Board Retreat in Jacksonville. The cost for attendance is \$1,300 and if approved the funds would come from Commission miscellaneous travel.

Commissioner Ortiz made a motion for discussion. Commissioner Fisher seconded the motion.

Commission discussion held relating to the educational value of attending the Retreat and Commissioner Castano's recent participation in Leadership Osceola; Commissioner Castano acknowledged this is her first opportunity to attend and she is not familiar with all the opportunities relating to her attendance.

Attorney Sanchez de Fuentes clarified a motion for discussion is not substantive and contains no action.

Commissioner Ortiz made a motion to deny the request for travel funds in the amount of \$1,300. Commissioner Fisher seconded the motion.

AYE: Mayor Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion to Deny Passed 5 - 0.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER FISHER

Commissioner Fisher will be attending the Viva Osceola Event on Saturday.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER CASTANO

Commissioner Castano stated this is her first year on the Chamber Board and she brought the request to the Commission because she was invited to attend the Retreat. She is fine with the decision of the Commission to deny.

COMMISSIONER ORTIZ

Nothing.

MAYOR GONZALEZ

Mayor Gonzalez wished everyone a great weekend.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:59 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Hispanic Heritage Month Art Exhibition
Item 3.D.

Exhibit "B"
Resolution # 24-2021
Public Hearing - First Substantial Amendment To The 2020 Community Development
Block Grant Annual Action Plan
Item 5.B.

Exhibit "C"
Resolution # 25-2021
Local Agency Program Supplemental Agreement No.1
FDOT Construction of The Toho-Valencia Trail II Project FPN: 439084-1-58-01
Item 7.H.



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, OCTOBER 19, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

Staff Present: City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Linda Hansell

Members Absent: City Manager Mike Steigerwald, Assistant City Manager Austin Blake

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH

The request is for the City Commission to present a Proclamation in honor of "Domestic Violence Awareness Month."

Deputy City Manager Matthews read a proclamation in honor of Domestic Violence Awareness Month as the Mayor and Commissioners presented the proclamation to Tammy Douglas.

Ms. Douglas expressed her appreciation to the Commission recognized Commissioner Ortiz and Police Chief Jeff O'Dell, who are Board members.

3.B PROCLAMATION - FLORIDA CITY GOVERNMENT WEEK

The request is for the City Commission to present a Proclamation in honor of "Florida City Government Week."

Deputy City Manager Matthews read a proclamation in honor of Florida City Government Week as the Mayor and Commissioners presented the proclamation to Melissa Zayas-Moreno.

3.C ADA TRANSITION PLAN AND IMPLEMENTATION

Presentation to the City Commission on the Americans with Disabilities Act (ADA) Transition Plan and Implementation.

Robert Masiku, Engineering Manager, provided an update to the Commission on the ADA Transition Plan and the implementation of the project throughout the four (4) quadrants in the City. He stated this will be coming back before the Commission in November.

Mr. Masiku responded to Commission questions relating to the quadrants, status of the projects, use of consultants, and citizen access to report issues with damaged sidewalks. He encouraged citizens to contact the Public Works Department by phone or by submitting a comment on the City's website.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - APPLICATION REQUESTING CDBG-CV ROUND 2 FUNDS FROM THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT

Accept public comments and grant staff permission to submit the application to the Florida Department of Economic Development requesting CDBG-CV Round 2 funds in the amount of \$520,499.

Frances DeJesus, Development Services, stated this is the second Public Hearing for the CDBG-CV Round 2 Funding and she briefly described the requirements of the program.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the Public Hearing. Commissioner seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Fisher made a motion to approve the Consent Agenda in its entirety. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the September 28, 2021, Commission Minutes.

7.B BUDGET TRANSFER TO FACILITIES MAINTENANCE DIVISION ACCOUNTS

Approval to transfer \$87,791 from salaries & wages, overtime, and FICA taxes to electric, water & sewer, and operating supplies accounts for the month of September 2021 to cover the unanticipated shortages due to insufficient budget for the Community Solar Program Partnership with Kissimmee Utility Authority (KUA), higher than normal usage, and the decommissioning of the City's Warehouse facility.

7.C SALE OF SURPLUS CITY OWNED PROPERTY ON WEST BASS STREET

Approval for the sale of City-owned surplus property located on West Bass Street, Parcel ID Number 22-25-29-2010-0006-0015 to the Wilkerson Family Revocable Trust for \$20,600 and granting the City Manager or his designee authority to sign the closing documents.

7.D AUTHORIZATION TO PURCHASE THE ANNUAL CITY VEHICLE REQUIREMENTS FROM THE STATE CONTRACT, SHERIFF CONTRACT, COOPERATIVE PURCHASING CONTRACTS OR CITY'S LOCAL BID

This request is for authorization to purchase the FY2021-22 City vehicle requirements from the Sheriff's Contract, State Contract, Cooperative Purchasing Contracts, or the City bid, whichever is most cost effective considering the requirements of the departments.

7.E PROPERTY CONVEYANCE ASSOCIATED WITH OSCEOLA COUNTY'S BILL BECK BOULEVARD (SEGMENT B) ROADWAY IMPROVEMENT PROJECT

Approval of the following: 1) Drainage Easement between James P. Grodecki as Trustee of the Ramona Ann Spears 2008 Irrevocable Trust Agreement, hereinafter referred to as "Spears", and the City; 2) Right-of-Entry Agreement between the City and the County; and 3) Deed of Dedication between the City and the County for Bill Beck Boulevard Right-of-Way. These agreements are necessary for the completion of the County's Bill Beck Boulevard (Segment B) roadway improvement project.

7.F AMENDMENT TO THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA) INCENTIVES POLICY - DEMOLITION SERVICES

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services.

7.G LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE WEST OAK STREET INTERSECTION IMPROVEMENTS PROJECT

Approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement and further authorizes the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) any subsequent documentation and amendments to FDOT for the construction of the West Oak Street Intersection Improvements Project, FPN: 434916-1-48-01.

Resolution # 26-2021 (Exhibit "A").

7.H LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT

Approval of the attached resolution and FDOT LAP agreement authorizing the Mayor to execute and deliver the LAP Agreement and further authorizes the City Manager to execute and deliver any subsequent documentation and amendments to FDOT for the design of Connect Kissimmee Complete Streets project (FPN 437472-2-38-01).

Resolution # 27-2021 (Exhibit "B").

7.I APPROVAL TO SUBMIT A 2022 FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT

Approval to submit a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities.

8. DISCUSSION ITEMS

8.A APPROVAL OF 2022 LEGISLATIVE PRIORITIES FOR THE CITY OF KISSIMMEE

City Commission review and discussion of proposed Legislative Priorities for 2022.

Deputy City Manager Matthews reviewed the Legislative Priorities listed in the Agenda Item and gave the Commission an opportunity to ask questions about the City Priorities; she highlighted two (2) requests for funding of public safety items.

Commissioner Fisher made a motion to approve the 2022 Legislative Priorities. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

8.B CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Shannon Pies.

Deputy City Manager Matthews explained the request and advised the Commission that staff received clearance on Joshua Pies background check.

Commissioner Fisher made a motion to accept the resignation of Shannon Pies and appoint Joshua Pies to the Charter School Board. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion Passed 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

DEPUTY CITY MANAGER MATTHEWS

Deputy City Manager Matthews informed the Commission of the Legislative Delegation Meeting being held on Wednesday, October 27th at 9:00 a.m. at the Osceola County Administration Building.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Commissioner Castano commented on the success of the [Faith Leaders of Osceola Breakfast Gathering] event that occurred earlier in the day.

COMMISSIONER ORTIZ

Nothing.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER FISHER

Commissioner Fisher commented on the death of General Colin Powell and urged residents to get vaccinated.

MAYOR GONZALEZ

Mayor Gonzalez wished Commissioner Fisher a happy birthday.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:29 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Resolution # 26-2021
Authorizing Mayor to Execute FDOT LAP Agreement and City Manager
to Execute Subsequent Documentation and Amendments
Project # 434916-1-48-01 West Oak Street Intersection Improvements
Item 7.G.

Exhibit "B"
Resolution # 27-2021
Authorizing Mayor to Execute FDOT LAP Agreement and City Manager
to Execute Subsequent Documentation and Amendments
Project # 437472-2-38-01 Connect Kissimmee Complete Streets Supplement # 2
Item 7.H.

ITEM 7.B**BUS SERVICE AGREEMENT BETWEEN LYNX AND THE CITY OF KISSIMMEE FOR FY 2021-2022****Request**

Approval of the FY 2021-2022 Bus Service Agreement between Lynx and the City of Kissimmee for LYNX Route 709 (Kissimmee Connector).

Explanation

The Kissimmee Connector (LYNX Route 709) began service in January 2019 to provide service to downtown, the Kissimmee Intermodal Station, and major destinations such as Osceola Regional Medical Center, Advent Health Hospital, Osceola Government Complex, and the Lakefront Park. This is a free service for riders.

Up until now, the Florida Department of Transportation (FDOT) and the City of Kissimmee have shared the operational costs for this service through a Service Development Grant awarded to LYNX in November 2016. That grant has now expired and the City of Kissimmee is responsible for 100% of the operational costs.

This Bus Service Agreement covers the one-year period from October 1, 2021 to September 30, 2022.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503434		Decrease	\$480,812.10	\$480,812.10

Financial Summary:

A total of \$480,812.10 is budgeted for this contract; \$283,683.10 from prior years and \$197,129 in FY 2022.

Recommendation

Approval of the FY 2021-2022 Bus Service Agreement between Lynx and the City of Kissimmee for LYNX Route 709 (Kissimmee Connector).

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Development Services
Presenter:

Attachment(s):

1. FY22 Bus Service Agreement with Lynx signatures_for CC

**BUS SERVICE AGREEMENT
19-C62**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

CITY OF KISSIMMEE

relating to the providing of bus service in Osceola County, Florida

October 1, 2021

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 2021, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, FL 34741. **CITY OF KISSIMMEE** and Link 709 Kissimmee Connector shall sometimes each be referred to collectively as the “**parties.**”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, The CITY OF KISSIMMEE has expressed a need for additional or new public transportation service in and to certain portions of the City of Kissimmee identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2022, will be based on an estimated hourly rate of \$72.90 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

City Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by the CITY OF KISSIMMEE at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Service Area Shall mean the area indicated in **Exhibit “B”** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- c. The changing transportation needs of the CITY OF KISSIMMEE to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof October 1, 2021 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2022 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), the CITY OF KISSIMMEE and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the CITY OF KISSIMMEE or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the CITY OF KISSIMMEE City Commission. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the CITY OF KISSIMMEE or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the CITY OF KISSIMMEE City Commission written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the CITY OF KISSIMMEE or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the CITY OF KISSIMMEE, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the CITY OF KISSIMMEE, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the CITY OF KISSIMMEE paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the CITY OF KISSIMMEE an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The CITY OF KISSIMMEE shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to the CITY OF KISSIMMEE for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

c. For the purpose of invoicing, invoices and related matters will be sent to THE CITY OF KISSIMMEE at the following address:

CITY OF KISSIMMEE
c/o John Hambley, Planning Manager
101 Church Street
Kissimmee, FL34741

d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of the CITY OF KISSIMMEE under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained

from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND**. The CITY OF KISSIMMEE shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the CITY OF KISSIMMEE under this Agreement.

10. **NON-ASSIGNABILITY**. This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the CITY OF KISSIMMEE under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE**. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: James Harrison, Esq P.E., Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney
455 North Garland Avenue
Orlando, Florida 32801-1518

CITY OF KISSIMMEE: John Hambley, Planning Manager
101 Church Street
Kissimmee, FL 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over

any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or the CITY OF KISSIMMEE of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the CITY OF KISSIMMEE to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making

proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the CITY OF KISSIMMEE such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the CITY OF KISSIMMEE is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from the CITY OF KISSIMMEE. Thus, for example, if the CITY OF KISSIMMEE should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the CITY OF KISSIMMEE City Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and the CITY OF KISSIMMEE City Commission.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

CITY OF KISSIMMEE

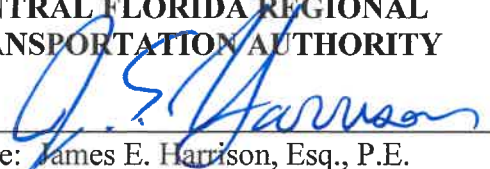
**CITY OF KISSIMMEE CITY
COMMISSION**

By: _____
Mayor

Olga Gonzalez, Mayor _____
(Print Name and Title of Person Signing)

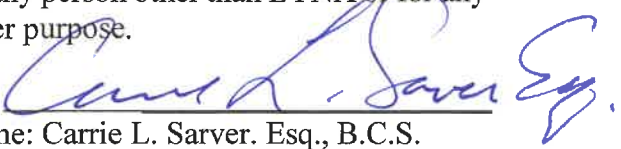
Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By:  _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: 9/23/21

This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By:  _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior Staff Attorney

Date: 9/23/21

EXHIBIT “A”

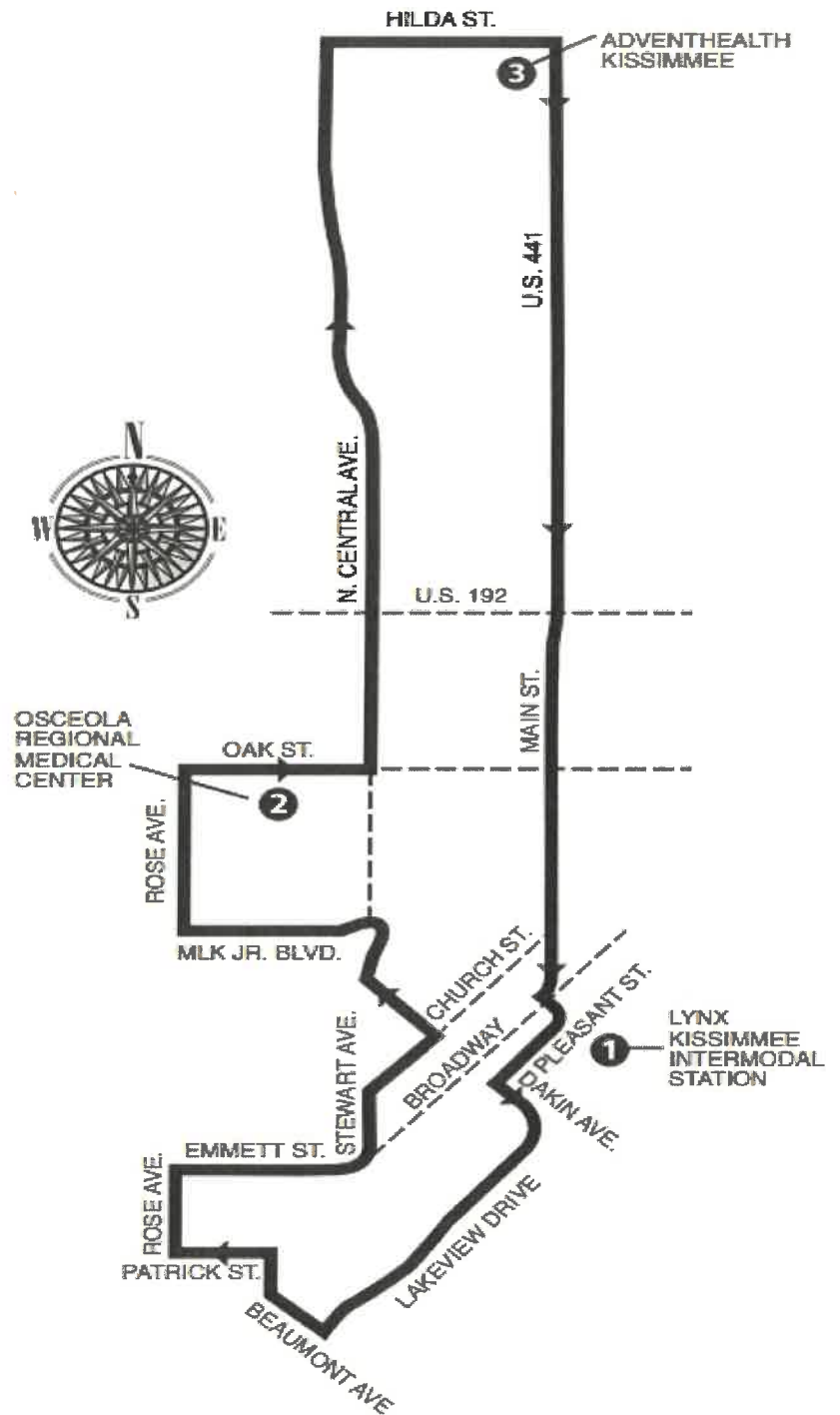
Description and Schedule of Bus Route(s)

The new name for the route is Link 709 Kissimmee Connector instead of 700 Kissimmee Circulator. The proposed route is for a 25-30-minutes headways during the service hours of 6:30 a.m. through 8:09 p.m. Monday through Friday. No weekend service. Link 709 Kissimmee Connector will provide locally-orientated service to improve connectivity and mobility within downtown Kissimmee. It will serve key shopping, employment, and entertainment destinations. Span of service remains the same with focus on maintaining connections to SunRail at Kissimmee Intermodal Station.

EXHIBIT “B”**KISSIMMEE
CONNECTOR****Monday - Friday**

KISSIMMEE CONNECTOR			
LYNX KISSIMMEE INTERMODAL STATION 1	OSCEOLA REGIONAL MEDICAL CENTER 2	ADVENTHEALTH KISSIMMEE 3	LYNX KISSIMMEE INTERMODAL STATION 1
6:30	6:45	6:54	7:05
7:00	7:15	7:24	7:35
7:30	7:45	7:54	8:05
8:00	8:15	8:24	8:35
8:30	8:45	8:54	9:05
9:00	9:15	9:24	9:35
9:30	9:45	9:54	10:05
10:00	10:15	10:24	10:35
10:30	10:45	10:54	11:05
11:00	11:15	11:24	11:35
11:30	11:45	11:54	12:05
12:00	12:17	12:27	12:39
12:30	12:47	12:57	1:09
1:00	1:17	1:27	1:39
1:35	1:52	2:02	2:14
2:05	2:22	2:32	2:44
2:35	2:52	3:02	3:14
3:05	3:22	3:32	3:44
3:35	3:52	4:02	4:14
4:05	4:22	4:32	4:44
4:45	5:02	5:12	5:24
5:15	5:32	5:42	5:54
5:45	6:02	6:12	6:24
6:15	6:32	6:42	6:54
6:40	6:57	7:07	7:19
7:05	7:22	7:32	7:44
7:30	7:47	7:57	8:09

P.M. Times are shown in bold



ITEM 7.C**DONATION OF MSA ALTAIR 5-GAS DETECTOR SYSTEM FOR THE FIRE DEPARTMENT****Request**

Acceptance of the donation of a MSA Altair 5-gas detector system from the East Central Florida Regional Planning Council for use by the City of Kissimmee Fire Department (KFD) as part of a federal Pipeline and Hazardous Materials Safety Administration Technical Assistance Grant.

Explanation

In 2020, the East Central Florida Regional Planning Council's Local Emergency Planning Committee (LEPC) successfully applied for a US Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Technical Assistance Grant (TAG) on behalf of our region (CFDA #20.710). The grant entailed conducting a gap analysis of response capabilities to pipeline emergencies. They created a GIS map with existing gas pipelines throughout our region and overlaid existing fire station locations within 1/2 – 1 mile of the pipeline.

The goal of the project is to identify smaller agencies who do not have Type I or Type II Hazardous Materials Response Teams. Those fire stations identified would be the first to respond to a pipeline emergency/incident. Using the PHMSA grant funding, MSA Altair 5-Gas Detector Systems, including charging and calibration stations, were purchased and will be donated to the agencies/departments identified. KFD has been selected as one of the departments they wish to donate the equipment to.

The following Altair 5-gas detection system was purchased:

MSA-10116928: (1) Altair 5-Gas Detector color (LEL, O2, CO, H2S) with 10-ft sampling line, 1-ft probe; Serial #00179838

MSA-10048280: (1) 34L Gas Cylinder 1.45% CH4, 15%O2, 60 CO, 20 H2S (Calibration Gas); Lot #XXXXXX

MSA-10105756: (1) Cylinder Holder Assembly: GX2 Electronic, Regulator; Serial #12200077

MSA-10128628: (1) Galaxy GX2, Altair 5/5X, 1 valve, no charging; Serial #12200165

The equipment was purchased from Ten-8 Fire Equipment, Inc. at a cost of \$4,143.19.

By agreeing to accept the equipment, the City of Kissimmee accepts responsibility for the equipment and all costs associated with the maintenance and training of employees on the use of the equipment. The equipment is brand new in the original packaging and all warranties will be transferred to the City.

Recommendation

Staff recommends approval for the acceptance of this equipment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

City of Kissimmee

Attachment(s):
None

ITEM 7.D
DISPOSAL OF CITY ASSETS

Request

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

Explanation

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

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Auction COK11'21

City of Kissimmee
Surplus Property Auction List
Nov-21 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CS060	2002 FORD RANGER CS060		1FTYR10U52PA97577	24790
SA020	1984 MITSUBISHI FORKLIFT SA020		F1901131	17236
PW/FACILITIES	DELL MONITOR PLANO PANEL	1908FPT		N/A
PW/FACILITIES	DELL MONITOR PLANO PANEL	P2014HT		N/A
PW/FACILITIES	KEYBOARDS (5)			N/A
PW/FACILITIES	CISCO IP PHONES 7965 (2)	CP-7965G		N/A
PW/FACILITIES	MISC CABLES, MOUSE			N/A
PW/FLEET	PEGYSIS AUTOMOTIVE SCANNER		COHSOM4108003600T	20429
PW/FLEET	TECH 2 AUTOMOTIVE SCANNER		S1226V45255	22091
PW/TRAFFIC	EAGLE CONTROLLER	M52		22096
PW/TRAFFIC	EAGLE CONTROLLER	M52		21688
PW/TRAFFIC	EAGLE CONTROLLER	M52		21297
PW/TRAFFIC	EAGLE CONTROLLER	M52		20036
PW/TRAFFIC	EAGLE CONTROLLER	M52		19214
PW/TRAFFIC	EAGLE CONTROLLER	M52		21299
PW/TRAFFIC	EAGLE CONTROLLER	M52		21689
PW/TRAFFIC	EAGLE CONTROLLER	M52		21893
PW/TRAFFIC	EAGLE CONTROLLER	M52		20035
PW/TRAFFIC	EAGLE CONTROLLER	M52		N/A
PW/TRAFFIC	EDI 12CH CONFLICT MONITOR (22)			N/A
PW/TRAFFIC	EAGLE EPAC 300 CONTROLLER (7)			N/A
PW/TRAFFIC	MERCURY CONTACTORS NORMALLY OPEN (6)			N/A
PW/TRAFFIC	MERCURY CONTACTORS NORMALLY CLOSED (12)			N/A
PW/TRAFFIC	ITERIS R23 VANTAGE CAMERA (2)			N/A
PW/TRAFFIC	EDI SSM 12 CONFLICT MONITOR (12)			N/A
PW/TRAFFIC	EDI MM4 - 16E (5)			N/A
PW/TRAFFIC	LS-200 NEMA LOADSWITCH (80)			N/A
PW/TRAFFIC	555-86-1/0 LOADSWITCH (18)			N/A

City of Kissimmee
Surplus Property Auction List
Nov-21 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	IPAD PRO 11 INCH		DMPD30TSPV16	25929
FIRE	KNOX MED VAULT NARCOTICS SAFE		55004564	N/A
FIRE	KNOX MED VAULT NARCOTICS SAFE		55004381	23246
FIRE	KNOX MED VAULT NARCOTICS SAFE		55004384	23249
FIRE	KNOX MED VAULT NARCOTICS SAFE		55004382	23247
FIRE	KNOX MED VAULT NARCOTICS SAFE		55006847	24167
POLICE	MOTOROLA RADIO			19827
POLICE	TRUE FREEZER			19828
POLICE	AXON TASER		X29009748	25005
POLICE	AXON TASER		X2900967P	24958
POLICE	AXON TASER		X290097PA	25055
PW/TRAFFIC	ITERIS VENTAGE P/W 4 BOARD (8)			N/A
PW/TRAFFIC	ITERIS VENTAGE CAMERA (18)			N/A
PW/TRAFFIC	MICROWAVE VIDEO DETECTION (5)			N/A
PW/TRAFFIC	3M 252 OPTICOM CARG (2)			N/A
PW/TRAFFIC	EDI MODEL 510 LOADSWITCH (18)			N/A
PW/TRAFFIC	555-86-3 LOAD SWITCH (26)			N/A
PW/TRAFFIC	H I TYPE A FLASHES (82)			N/A
PW/TRAFFIC	M500 SERIES PRE-EMPT CORD RACK (9)			N/A
PW/TRAFFIC	AP21 TIME CLOCKS (10)			N/A

ITEM 7.E

BUDGET TRANSFER TO SOLID WASTE DIVISION ACCOUNTS

Request

Approval to transfer \$107,661 from the regular salaries & wages account to cover outstanding balances.

Explanation

In order to complete the closeout for FY 2020-21, the following transfers are necessary to ensure funds are available for expenses incurred up to September 30, 2021. A budget transfer is necessary to provide funds to cover the following accounts: Solid Waste Disposal Fee (41145713-504347) in the amount of \$83,165 and Vehicle Maintenance (41145713-504649) in the amount of \$24,496.

Thus, staff is requesting to transfer a total of \$107,661 from available funds within personal services accounts from the FY2020-21 budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145711-501212		Decrease	\$115,883	\$107,661
41145713-504347		Increase	-\$83,165	\$83,165
41145713-504649		Increase	-\$24,496	\$24,496

Financial Summary:

Funding is needed to cover operating expense account shortfalls using available funds in personal services accounts.

Recommendation

Staff recommends approval to transfer funds to close out expenses for FY2020-21 in the amount of \$107,661 to cover Solid Waste Disposal Fees and the Vehicle Maintenance accounts within the Solid Waste Division.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

None

ITEM 7.F**PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022****Request**

Approval to increase the FY 2021-2022 budget to continue funding certain projects that were approved in prior years.

Explanation

Attached is a listing of projects that are being recommended for carryover to the FY2021-2022 budget. To expedite the carry forward process, staff has prepared the carry forward schedule based upon expenditures and transfers posted as of September 30, 2021. Consequently, staff requests Commission approval to carry forward the projects/accounts in an amount not to exceed the final adjusted balance at September 30, 2021.

After all accruals and budget transfers have been posted after the year-end, these amounts will be adjusted, if necessary. The projects/accounts that are being carried forward took longer than twelve months to complete or were delayed for some other reason. Most of these are capital projects; however, a few items are budgeted in other accounts. The carry forward of the funds in the projects and accounts listed was anticipated during preparation of the budget and will not adversely affect reserves for the current budget year.

Recommendation

Staff recommends Commission approval to carryover funds not to exceed the final adjusted balance for the projects/accounts on the attached list.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. 2021 CarryFwd List for Commission Approval - Sept 30 2021 FINAL

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
GENERAL FUND:				
CITY ATTORNEY:				
00105103-503131		Professional Services	155,944	To cover for additional legal services for CM related projects not anticipated
00105103-503434		Other Contract Services	25,822	To cover for additional appraisal services for CM related projects not anticipated
CITY MANAGER:				
00110106-506393	CM2014	City Wide Security Initiatives	3,748	Will be combined with FY 2022 funds to continue security improvement efforts
00110106-506494	CM2102	Camera Network Switch	10,000	Purchase will occur in FY 2022
00110106-506393	CM2103	Citywide Camera Expansion (6)	7,010	Purchase will occur in FY 2022
00110106-506393	CM2104	Citywide Camera Replacement (25)	27,237	Purchase will occur in FY 2022
00110406-506494	CM2112	Performance Workstation	5,000	Purchase will occur in FY 2022
00101103-503434		Other Contract Services	11,603	To cover additional salaries for Commissioners not included in FY22 budget
00101208-508282		Aids to Private Organizations	340,208	Expected to be used in FY2022
00190700-509275		Contingency Reserves	5,000	Will be used for FY22 endowment for Mark Durbin scholarship program
00110603-503434		Other Contract Services	307,523	Perpetual ED incentive fund rolled year-to-year.
00110603-504901		Advertising	10,000	Unused advertising funds due to COVID, plan to use in FY22
HUMAN RESOURCES:				
00115103-503131		Professional Services	15,217	This will be carried forward to help offset a compensation study that was not budgeted for
00115103-505255		Tools and Equipment	3,054	Was not able to purchase the laptop computers due to supply issues
00115103-505555		Training	17,456	This will be carried forward to help offset supervisory training we need to provide in the current budget year.
FINANCE:				
00120106-506494	FA1601	Network Laser Printer	6,500	Purchase will occur in FY 2022
00120106-506494	FA2003	Fixed Asset Scan Gun (4)	59,412	Anticipation that scan guns will need to be replaced because of MUNIS conversion
00120106-506494	FA2101	Fixed Asset Scan Gun	4,000	Anticipation that scan guns will need to be replaced because of MUNIS conversion
00120106-506494	FA2104	Laptop Computers (3)	3,468	Purchase will be completed in FY 2022
00120103-503232		Accounting and Auditing	103,100	Funds needed for year end and grant management assistance and CRA audits
00120103-503434		Other Contract Services	32,260	Funds needed for year end and grant management assistance and CRA audits
DEVELOPMENT SERVICES:				
00125106-506393	DS2119	Trail Amenities	100,000	Waiting on P&R to spend in FY 2022
00125106-506393	DS2118	Pedestrian Safety Improvements	52,400	Flashing pedestrian beacons. In process to purchase FY 2022
00125103-503131		Professional Services	523,875	May be used for non-budgetted items and unforeseen projects
00125103-503434		Other Contract Services	441,315	May be used for non-budgetted items and unforeseen projects
POLICE DEPARTMENT:				
00130206-506494	PD2127	Pan Tilt Zoom Camera	246	JAG-C Grant balance - pending project completion
00130206-506494	PD2128	IP Camera	256	JAG-C Grant balance - pending project completion
00130206-506494	PD1916	KPD Training Facility Equipment	25,684	Purchase, signage for opening of the new training center; will be completed in FY21/22
00130206-506495	PD2112	Vehicle (2)	30,656	Requested to complete purchases and support other project funding
00130206-506494	PD2006	Evidence Refrigerator	1,087	Project pushed to 21/22; pushing additional refrigerator purchase to out years
00130506-506494	PD2033	Communications Station	3,489	Continuation of communications buildout (PD2019); completion in early 2022

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
00130206-506393	PD2035	Sergeant's Area Renovation	7,343	Purchase will occur in FY 2022
00130206-506393	PD2036	Cubicles	19,976	Purchase will occur in FY 2022
00130206-506393	PD2038	PD Building Renovations	19,202	Purchase will occur in FY 2022
00130103-504041		Travel and Per Diem	1,000	Home Depot donation for Washington LEO Memorial postponed this year
00130601-501414		Overtime	14,465	Grant overtime awarded active through May 2022
FIRE DEPARTMENT:				
00135206-506494	FD2037	Powerload Cot Fastening System (2)	23,630	Currently working with vendor to purchase
00135206-506494	FD2038	Self Contained Breathing Apparatus	70,000	Will be used for required SCBA replacement over next 10 years
00135106-506495	FD2106	3/4 Ton Pick-up Truck	17,379	Carry forward. For remaining purchases.
00135206-506495	FD2131	Vehicle-Mounted Diesel Filter Syste	9,000	Covers the above overage. Unable to do BT
00135206-506393	FD2137	Fire Hose and Appliance	15,000	Analyzing current needs to purchase FY 2022
00135206-506393	FD2146	Vehicle-Mounted Diesel Filter Syste	45,000	System on order for purchase
00135206-506494	FD2149	Self Contained Breathing Apparatus	70,000	Will be used for required SCBA replacement over next 10 years
00135106-506495	FD2153	1/2 Ton Pick-Up Truck	2,743	Awaiting final quotes; project will be complete by 11/30/21
00135106-506494	FD2157	Dell Latitude 3510	4,624	Purchase will occur in FY 2022
00135203-505255		Tools & Equipment	22,000	Will be used to cover increase in price of equipment
PUBLIC WORKS:				
00145406-506494	PW191	Variable Message Board	19,500	Project in progress for FY 2022
00145406-506494	PW191	Traffic Control Pre-Emption/Opticom	8,413	Signal operation on going project for signal operations
00145406-506494	0	Signal Uninterrupted Power Supply	4,500	Items needed with the planned purchase of signal cabinet
00145406-506494	PW201	Video Imaging Vehicle Detection Sys	17,900	ITS Items for on going project
00145406-506393	PW201	Data Line Connection	40,000	Signal upgrade item continuing project
00145406-506393	PW201	Station 12 Traffic Light	130,000	Project in progress for FY 2022
00145406-506494	PW211	Signal Uninterrupted Power Supply	4,500	Items needed with the planned purchase of signal cabinet
00145406-506494	PW211	Vinyl Cutter/Plotter	2,435	Amount needed for additional related purchase for cutter/plotter
00145406-506393	PW211	Data Line Connection	20,000	Project in progress for FY 2022
00145406-506494	PW191	Variable Message Board	19,500	Project in progress for FY 2022
00145406-506494	PW191	Traffic Control Pre-Emption/Opticom	8,413	Signal operation on going project for signal operations
00145406-506494	PW201	Signal Uninterrupted Power Supply	4,500	Items needed with the planned purchase of signal cabinet
00145406-506494	PW201	Video Imaging Vehicle Detection Sys	17,900	Items needed with the planned purchase of signal cabinet
00145406-506393	PW201	Data Line Connection	40,000	Signal related items for purchase FY 2022
00145406-506495	PW201	1 1/2 Ton Pick-up Truck with Flat B	32,000	To be purchased FY 2022
00145303-503434		Other Contract Services	6,100	To supplement ROW maintenance: tree trimming, lot mowing.
00145303-504347		Solid Waste	3,858	To supplement costs for disposal of yard waste from ROW tree trimming.
00145303-505252		Operating Supplies	7,931	To allow funds for replacing Maint. Of Traffic (MOT) devices.
00145303-505259		Fuel	1,844	To cover rising fuel costs.
PARKS & RECREATION:				
00150506-506393	PR1824	Cremation Garden Phase 2	15,266	Purchase will occur in FY 2022
00150206-506393	PR1913	Oak Street Playground Safety Surfac	40,000	Probable project scope change in progress
00150306-506494	PR1925	Front Entrance Turnstile	20,957	COVID slowed quote process to continue in FY 2022
00150506-506393	PR1931	Front Fencing	27,352	Purchase will occur in FY 2022
00150506-506393	PR1932	Maintenance Building	35,000	Purchase will occur in FY 2022
00150206-506494	PR2002	Lakefront Bollard (3)	2,431	Purchase will occur in FY 2022

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
00150206-506393	PR2034	Mill Slough Fitness Park NRPA	10,137	Purchase will occur in FY 2022
00150206-506494	PR2105	Pressure Washer	1,042	Purchase will occur in FY 2022
00150206-506494	PR2106	Copier	4,800	Purchase will occur in FY 2022
00150206-506393	PR2107	Sidewalk Replacement	12,218	Purchase in FY 2022 relates to needs for safety
00150206-506393	PR2115	Fortune Road Softball Fence Windscr	13,000	Probable project scope change in progress
00150206-506494	PR2119	Zero Turn Mower (2)	16,000	Purchase will occur in FY 2022
00150206-506495	PR2123	Sport Utility Vehicle	9,144	Open PO, but balance was transferred
00150206-506393	PR2124	Splash Pad Resurface	56,050	Open PO, shouldn't have a balance
00150206-506494	PR2125	Batwing Tractor	55,000	Purchase will occur in FY 2022
00150206-506495	PR2126	3/4 Ton Pick-up Truck (4)	1,908	Open PO, but balance was transferred
00150666-506393	PR2136	Conference Room Remodel	1,050	Closed, combined with another project
00150206-506494	PR2137	Trailer	1,500	Open PO, but balance was transferred
00150206-506393	PR2140	Hockey Court Refurbishment	70,363	Purchase will occur in FY 2022
00150406-506393	PR2143	Batting Cages	10,074	Purchase will occur in FY 2022
TOTAL GENERAL FUND			3,466,515	

LOCAL OPTION GAS TAX FUND:

10345656-506393	GT2103	Neighborhood Street Light Infill Pr	40,000	Fund earmarked for the Oak Street Project - Construction of Parking
10345656-506393	GT2105	Denn John Lane Improvements	300,000	Milling and Resurfacing of Dean John Lane
10345656-506393	GT1904	Neptune Road Improvements - Design	66,520	Will be used for construction costs associated with the design
10345656-506393	GT2003	Intelligent Transportation System	53,583	Funds will be used for Neptune Road Improvements costs
10345656-506393	GT2104	Intelligent Transportation System	50,000	On - going Traffic ITS Projects, per Traffic
10345656-506393	GT1608	Quiet Zone	2,710	Milling and Resurfacing of Dean John Lane
10345206-506393	GT1809	Hudson Street	18,218	Funds are needed to pay for remaining design work
10345406-506393	GT1905	Mabbette Street Improvements: John	33,327	Expected to be used in FY22
10345406-506393	GT2100	Temporary Vehicle Barrier	80,000	Expected to be used in FY22
10345643-504649		Vehicle Maintenance	6,371	To allow funds for unforeseen equipment failure.
10345643-505252		Operating Supplies	2,334	To allow funds for replacing Maint. Of Traffic (MOT) devices.
10345643-505257		Uniforms	1,450	To purchase uniform shirts for field personnel.
10345643-505259		Fuel	1,105	To cover rise in fuel costs.
10345203-503131		Professional Services	14,999	Funds are needed to cover additional engineering consultant work not completed in FY2021 due to project delays.
10345653-505353		Road Material & Supplies	499,999	Funds are needed to cover work not completed in FY2021 due project delays.
TOTAL LOCAL OPTION GAS TAX FUND			1,170,617	

LOCAL OPTION SALES TAX FUND:

10450106-506393	ST1815	Berlinsky Community House	191,350	In progress
10450106-506393	ST2110	Berlinsky Community House	2,000,000	In progress
10430106-506393	ST1717	KPD Training Facility	273,640	Project is in final stage pending final billings and payments
10460106-506393	ST1801	Automated Secure Alarm Protocol Interface	17,765	Project will start in FY 2022
10445206-506393	ST2103	Neighborhood Improvement Program	87,701	Needed for new Hudson Street project

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
10445206-506494	ST2013	Facilities ADA Compliance	50,000	Will be used to address accessibility and other deficiencies identified in upcoming study
10445206-506393	ST1622	Oak Street Widening	43,276	Will be transferred to the Church Street improvement project
10445206-506393	ST2021	Church Street Improvements	39,040	Will be used for construction costs
10445306-506494	ST2004	Flail Mower	42,142	Mower needed to maintain areas not accessible with large tractors.
10445406-506495	ST2102	1/2 Ton Pick-up Truck	30,000	Expected to be used FY 2022
10445606-506393	ST2013	Facilities ADA Compliance	453,694	Will be used to address accessibility and other deficiencies identified in upcoming study
10445606-506393	ST2109	Facilities ADA Compliance	415,027	To use for ADA Citywide projects
10445606-506393	ST1808	Parking/Road Improvements: Fortune	9,271	Will be used for Citywide facilities parking resurfacing and improvements
10445606-506393	ST2000	Air Conditioning: Rose Hill Cemetery	2,245	To replace AC duct at Rose Hill Cemetery
10445606-506393	ST2002	Air Conditioning: Communications Ce	10,050	To combine with CS1913 to use for the KPD vehicle storage area
10445606-506393	ST2007	LED Message Board (2)	25,118	For Parks LED Boards
10445606-506393	ST2017	Fire Station #14 Bathroom Renovatio	2,670	To utilize funds with the air curtain project
10445606-506393	ST1919	Fire Station 14 Fuel Tank	21,632	Will be transferred to address future generator improvements
10445706-506494	ST2111	Fuel Tank Trailer	2,414	Expected to be used FY 2022
10445706-506393	ST2112	Carport/Awning : for Fuel Tank Trailers	2,600	Funds needed for permits and installation
10450106-506393	ST2014	Lancaster Ranch Park	400,000	In progress
10450106-506393	ST2014	Lancaster Ranch Park	262,835	In progress
10460106-506393	ST1802	911 Interface	12,100	Repurpose for Fiber/construction
10460106-506393	ST2001	Geographic Information Systems Impl	81,103	Project Ongoing
10460106-506393	ST2003	Fiber Connectivity	61,607	Project Ongoing
10460106-506393	ST2009	Back Office Licensing	6,298	Project Ongoing - combine with ST2204
10460106-506393	ST2015	Enterprise Resource Planning	33,494	Project Ongoing
10460106-506394	ST2015	Enterprise Resource Planning	6,637	Project Ongoing
10460106-506393	ST2100	Geographic Information Systems Impl	7,982	Project Ongoing
10460106-506393	ST2101	OneSolution Alarm Interface	10,500	Repurpose for Fiber/construction
10460106-506393	ST2104	Back Office Licensing	723	Project Ongoing - combine with ST2204
10460106-506393	ST2108	Wide Area Network	115,407	Project Ongoing - combine with ST2208
TOTAL LOCAL OPTION SALES TAX FUND			4,718,320	
COMMUNITY REDEVELOPMENT FUND:				
10610506-506393	CR2002	Downtown Hardscape Improvements	200,000	For project in FY21 or FY22
10610506-506393	CR2100	Legacy Project	500,000	Beaumont project. Carry forward.
10725506-506393	CR2101	Beautification and Storm Water Proj	445,000	Waiting on KUA. Carry forward.
TOTAL COMMUNITY REDEVELOPMENT FUND			1,145,000	

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
RECREATION IMPACT FEE FUND:				
10550706-506191	RI2101	Shingle Creek Regional Trail Land Acquisition	153,821	In progress
10550706-506393	RI2102	Shingle Creek Regional Trail Constr	30,166	In progress
10550706-506393	RI1900	Mark Durbin Handball Court	49,285	In progress
10550706-506393	RI2002	Lancaster Ranch Park	45,000	In progress
TOTAL RECREATION IMPACT FEE FUND			278,272	
BUILDING FUND:				
10140106-506292	DS2109	Permitting Service Center	1,957,888	Project in progress. Carry forward.
10140106-506494	DS2104	Radio Base Station	7,000	Purchase will be completed in FY 2022
10140106-506494	DS2107	Plan Size Scanner	100,000	Unable to find model that meets needs, still looking. Carry forward.
10140106-506494	DS1908	Enterprise Resource Planning	50,000	Purchase will be completed in FY 2022
10140106-506393	DS1908	Enterprise Resource Planning	16,500	Project in progress. Carry Forward.
10140106-506494	DS2105	Portable Radio (4)	14,500	Purchase will be completed in FY 2022
10140106-506494	DS2106	Large Format Scanner (8)	10,350	Purchase will be completed in FY 2022
10140106-506494	DS2115	Personal Computer	1,800	Purchase will be completed in FY 2022
10140106-506494	DS2116	Tablet	1,000	Purchase will be completed in FY 2022
10140106-506393	DS2117	Desk For Deputy Building Official	2,600	Purchase will be completed in FY 2022
TOTAL BUILDING FUND			2,161,638	
MOBILITY FEE FUND:				
10945656-506393	MF2100	Hoagland Boulevard: US 192/Carroll Street	2,500,000	For new future Hoagland Boulevard: US 192/Carroll- Construction
10945656-506393	MF2000	Hoagland Boulevard: US 192/Carroll Street	922,849	For new future Hoagland Boulevard: US 192/Carroll- Study & Design
10945656-506393	MF1700	Emory Canal Trail	4,408	Funds needed for new trail project - SCRT Stonefield
TOTAL MOBILITY FEE FUND			3,427,257	
STORMWATER UTILITY FUND:				
40945206-506494	SW210	Plotter	5,000	Project is schedule to be completed by January 2022
40945206-506393	SW190	Mill Slough Restoration	1,476,140	Project is on the final closeout and it schedule to be completed by January 2022
40945206-506393	SW182	Woodside Drainage Improvements	380,000	Project is currently in design phase
40945206-506393	SW210	Woodside Drainage	350,000	Funds needed for construction cost
40945206-506393	SW191	Hill Street Phase 3 Drainage	311,045	Funds needed for construction cost
40945206-506393	SW160	Woodside Drainage Improvements	237,653	Project is currently in design phase
40945206-506393	SW200	Terra Condos Drainage	150,000	Project is currently in design phase
40945206-506393	5	Bermuda Estate Drainage	68,320	Funds needed for design/construction
40945206-506393	SW211	Lyndell Drainage Improvement	56,500	Funds needed for design/construction
40945206-506393	8	Furniture	6,500	Project is schedule to be completed by January 2022
40945206-506393	SW172	Nutrient Reduction Plan	8,500	Project is schedule to be completed by March 2022
40945206-506494	0	Rain Gauge	1,200	Project is schedule to be completed by January 2022

**CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
SEPTEMBER 30, 2021**

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
40945206-506494	SW210	Stage Meter (2)	3,250	Project is schedule to be completed by January 2022
40945206-506494	SW210	Water Quality Logger (4)	7,555	Project is schedule to be completed by January 2022
40945206-506494	SW210	Optical Sensor (10)	16,623	Project is schedule to be completed by January 2022
40945506-506393	SW211	Slip-line Program	365,928	Will require funding for Airport/OHS lining project
40945503-503434		Other Contract Services	47,800	To provide additional funds for contract ditch and pond cleaning
40945503-504347		Sold Waste Disposal Fee	22,505	To allow an additional 47 truckloads of sweeper spoils to be hauled to the landfill
40945503-505252		Operating Supplies	2,418	To allow additional funds for MOT devices: cones, barricades and lights
40945503-505257		Uniforms	2,453	To purchase uniform shirts for field personnel
40945503-505259		Fuel	14,433	To cover rise in fuel costs
40945203-503131		Professional Services	40,923	Funds are needed to cover additional engineering consultant work not completed in FY2021 due to project delays
TOTAL STORMWATER UTILITY FUND			3,574,746	
SOLID WASTE FUND:				
41145716-506495	SA2100	Garbage Truck	644,000	Expected to be used FY 2022
41145726-506494	SA2101	Personal Computer	1,500	For pending purchase availability
TOTAL SOLID WASTE FUND			645,500	
AIRPORT JPA AGREEMENT FUND:				
47070106-506393	AP2003	Airfield Electrical Vault	2,662,847	Federal grant recently accepted; estimated start date January 2021
47070106-506393	AP2102	Secondary Weather Station	258,508	In progress
47070106-506393	AP2103	Comprehensive Airfield Security-Phase I	24,380	In progress
47070106-506393	AP2104	Airfield Marking (Painting) Project	164,832	In progress
47070106-506393	AP2105	Master Plan Update	440,994	In progress
TOTAL AIRPORT JPA AGREEMENT FUND			3,551,560	
CENTRAL SERVICES FUND:				
56045606-506393	CS2121	Roof Replacement	100,480	To combine with CS2224 for the FS #13 Roof Replacement
56045606-506393	CS1641	Garage Security	4,156	To use for the new add on for the fire alarm (security) at TOHO & SunRail Garage
56045606-506393	CS1811	Mill Run Parking Lot	12,853	To use for resurfacing Citywide parking lots
56045606-506393	CS1913	Police Vehicle Storage Area	6,650	KPD to use for the Police vehicle storage area - Combine with project ST2002
56045606-506393	CS2126	Fire Station 12 Plumbing/Lift Stati	6,925	To use for FS lift stations repairs
56045606-506393	CS2127	City Hall Gutters	1,222	To use for upcoming City Hall gutter projects
56045606-506494	CS2138	Central Services Complex AC Unit	2,859	To use for purchasing the new portable AC unit
56060106-506494	IT2007	Computer Equipment	4,003	Approved by Commission to use for loaner equipment
56060103-504647		Other Equipment Maintenance	15,000	Unbudgeted maintenance increases
TOTAL CENTRAL SERVICES FUND			154,148	

CITY OF KISSIMMEE
 PROJECTS TO BE CARRIED FORWARD TO FY 2021-2022
 SEPTEMBER 30, 2021

ACCOUNT	PROJECT #	PROJECT NAME	REQUESTED CARRYOVER NOT TO EXCEED	JUSTIFICATION/STATUS
SELF HEALTH INSURANCE FUND:				
56815806-506494	HR2103	Copier	4,800	Purchase will occur in FY 2022
TOTAL CENTRAL SERVICES FUND			4,800	
GRAND TOTAL ALL FUNDS			24,298,372	

ITEM 7.G**TASK WORK ORDER NO. 2 TO KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES OF THE MANN STREET ROADWAY EXTENSION PROJECT****Request**

Approval of Task Work Order No. 2 to Kimley Horn and Associates, Inc (KHA) for the Mann Street Roadway Extension Project in the amount of \$130,097.00 and budget transfer from the Stormwater Utility Funds.

Explanation

On July 6, 2021, the City entered into a Continuing Services Agreement (RFQ 2021003) with KHA to provide engineering design services for surveying, civil engineering, and plans production necessary for the development of construction documents. Mann Street is a local street that currently has an unpaved segment that, once paved, will provide transportation system connectivity from MLK Boulevard to Hill Street.

This Task Work Order will provide design services for the following components of the project: roadway design, drainage design, signing and pavement markings, maintenance of traffic, landscaping, and lighting design, in addition to survey and utility coordination.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT2208	Increase	\$80,000	\$80,000
40945203-503131		Decrease	\$300,000	\$50,097

Financial Summary:

The not to exceed amount for Mann Street Roadway Extension Project is \$130,097.00. There is \$80,000 budgeted for this project, and upon approval of a budget transfer of \$50,097 from the Stormwater Utility fund, there will be adequate funds to cover the design services for this project.

Recommendation

Staff recommends City Commission approval for Task Work Order No. 2 under the Engineering Continuing Services contract with Kimley Horn and Associates, Inc. for the Mann Street Roadway Extension Project.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Work Order #2- Design Mann St._KH Signed_VA_Signed
2. TWO2_Mann Street Extension from MLK Jr. Blvd to Hill Street_2021-10-04_Rev 2021-10-20_Approved VA



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:
No. 2
Purchase Order#:

DATE: October 22, 2021

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to Kimley Horn and Associates, Inc. with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Provide engineering services associated with the design and construction plans for the Mann Street Road Extension from M.L.K. Jr Blvd to Hill Street. This Work Order No. 2 includes project coordination, roadway design, drainage design, environmental assessment, permitting, signing and pavement markings design, lighting design, utility coordination, surveying services, utility investigation services, and geotechnical services.

FORM OF COMPLETED DELIVERABLES:

1. Engineering Plans - 4 set of 11 x 17 prints and CAD files.
2. Construction Documents

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$ 130,096.99 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 300 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Project Coordination	\$ 12,750.00
2) Roadway Design	\$ 24,095.00
3) Drainage Design	\$ 25,625.00
4) Natural Resource Assessment	\$ 8,825.00
5) Permitting	\$ 8,940.00
6) Signing and Pavement Marking Design	\$ 2,340.00
7) Lighting Design	\$ 7,610.00
8) Surveying Services	\$ 12,000.00
9) Utility Investigation Services (Limiting Amount)	\$ 9,200.00
10) Geotechnical Services (Limiting Amount)	\$ 5,800.00
11) Utility Coordination	\$ 12,911.99
	\$ 130,096.99

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (<u>Addition</u> /Subtraction):	\$130,096.99
CONTRACT TOTAL DOLLARS:	\$130,096.99

Accepted By: 	Requested By: 	Victor A. Aponte Digitally signed by Victor A. Aponte Date: 2021.10.22 15:05:42 -0400
(Signature)		
Title/Position: Hao Chau, P.E. / Vice President	Approved By: 	Ashley L. Willis Digitally signed by Ashley L. Willis DN: cn=Ashley L. Willis, ou=Public Works & Engineering, ou=Engineering, email=awillis@kissimmee.org, c=US Date: 2021.10.25 16:26:13 -0400
	(Signature)	
	Title/Position: Assistant Director / City Engineer	
City Commission Approval Date:		

Public Works and Engineering

101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

TASK WORK ORDER #2
October 20, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Kissimmee (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Engineering Services dated July 6, 2021, which is incorporated herein by reference.

Identification of Project:

Project: Mann Street Extension – From M.L.K. Jr Blvd to Hill Street

Client: City of Kissimmee

Project Understanding:

This Task Work Order (TWO) identifies the scope, schedule, and fee for engineering services for the Mann Street roadway extension from M.L.K. Jr Blvd to Hill Street. The roadway extension length is approximately 700 linear feet and the proposed typical section is a two-lane, undivided urban roadway with sidewalk(s). There is an existing dirt road within the roadway extension limits which is to be replaced with the proposed roadway extension. The existing right of way width of the corridor is 30 feet and proposed right of way acquisition is anticipated for the road extension. Kimley-Horn will provide engineering services associated with the design and construction plans for the road extension. This TWO includes project coordination, roadway design, drainage design, environmental assessment, permitting, signing and pavement markings design, lighting design, utility coordination, surveying services, utility investigation services, and geotechnical services.

Specific Scope of Basic Services:

Task 1 – Project Coordination

Kimley-Horn will provide project management and coordination services with the City, South Florida Water Management District (SFWMD), Toho Water Authority, adjacent property owners and utility owners. This task includes one (1) project kickoff meeting and three (3) progress meetings with the City during the initial, permitting and final phase submittals. This task also includes six (6) meetings with Toho Water Authority, adjacent property owners or utility owners as requested by the City.

Task 2 – Roadway Design

This TWO will include the horizontal and vertical design of 700 feet of two-lane, undivided urban roadway construction with sidewalk(s) within existing and proposed City right of way. The proposed construction will tie into existing M.L.K. Jr Blvd to the south and the Hill Street intersection to the north. Kimley-Horn will determine the proposed right of way requirements and coordinate with our surveying subconsultant to prepare legal description and parcel sketches. The Mann Street connection with MLK Jr. Blvd will be a right-in and right-out only with stop control on Mann Street. This TWO does not include any signals, auxiliary lanes or access change improvements along M.L.K. Jr Blvd. Any improvements along M.L.K. Jr Blvd are not included in this TWO and can be performed as an additional service if required.

The roadway plans will be prepared in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook) and the FDOT Standard Plans. The construction plan and profile sheets will be prepared on 11"x17" sheets at a horizontal scale of 1" = 40'. The plans will be prepared based on topographic information provided in the Survey task described below. The plans will include typical section(s) to depict the edge of roadway, roadside buffer areas, sidewalk, and other elements within the right-of-way.

Cross sections will be developed at 50-foot intervals along the baseline of survey at a scale of 1" = 20' horizontal and 1" = 10' vertical. Existing underground utilities will be shown based on information provided by the utility companies or as identified in the Utility Investigation and Survey task described below. Soil profiles from auger borings, as identified in the Geotechnical Services described below, will be shown in the cross sections.

Temporary Traffic Control Plans ("TTCP") will include general notes, a typical section, phasing notes and references to the FDOT Standard Plan Indices. Detailed TTCP with plan sheets is not included in this TWO and can be performed as an additional service if required.

Existing and proposed utility relocation information provided by utility owners as described in the Utility Coordination task below will be shown in the roadway plan and profile sheets. This task does not include a master utility plan, proposed utility design or utility construction plans and these items can be performed as additional service if required.

The roadway plans will show the existing City right of way and establish the proposed right of way required. Kimley-Horn will attend up to two (2) meetings with the City to coordinate the proposed right of way acquisition and the development of legals sketches and parcel descriptions. The Project submittal phases to the City will be at 30%, 60%, 90% and Final.

Task 3 – Drainage Design

Kimley-Horn will design a drainage system and provide a design report for the proposed road extension. This design may include roadside swales, berms, inlets and pipes. Linear treatment swales will be designed to provide the stormwater management required for the project. This task does not include design or analysis for offsite stormwater ponds which can be provided as an additional service if required. The drainage analysis will include the following:

- Perform a general review of existing plans and permits for background data pertinent to the Project area.
- Prepare a hydraulic analysis of the existing swale systems and culvert crossings to determine an appropriate design for the proposed drainage system.
- Review the hydraulic analysis with the City and discuss the initial findings and recommendations.
- Prepare drainage calculations for review of the proposed design by City staff. The design plans will generally depict the grading improvements, typical cross sections, conveyance system improvements, typical details, and erosion control practices.
- Provide the City with the Final Hydraulic Drainage Calculations for the proposed design and a tabulation of quantities for the items noted on the construction plans.

As part of this Task, Kimley-Horn will prepare for and attend the following meetings:

- One (1) kickoff meeting with City staff
- One (1) design concept review meeting with City staff
- One (1) Pre-application meeting with SFWMD staff
- Two (2) Technical / Comment Resolution Meetings with the City

Kimley-Horn will prepare Drainage plan sheets, notes, and details. The plans will include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Drainage Map
- Summary of Drainage Structures
- Drainage Structure Sheet(s) (Per Structure)
- Miscellaneous Drainage Detail Sheets

- Erosion Control Plan Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

Task 4 - Natural Resource Assessment

Kimley-Horn will conduct a Natural Resource Assessment to identify potential wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by state and/or federal protected species. In preparing this assessment, Kimley-Horn will conduct the following tasks:

- Review readily available natural resource documentation, previous environmental studies (provided by City, if available), existing permits (if available) and protected species information;
- Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property;
- Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources.
- Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain.
- Conduct site reconnaissance, which will include a 15% gopher tortoise burrow survey in accordance with the FWC protocols for determining the presence/absence of potentially occupied gopher tortoise burrows;

Following the site visit and database review, a Technical Memorandum will be prepared summarizing our findings and additional surveys or evaluations required, if applicable. These additional services could include wetland delineation, wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The following maps will be prepared:

- Land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation. Field flagging of wetland and surface water areas is not included in this scope of work and can be performed as an additional service if required
- Protected Species Map (if applicable)
- Soils map
- FEMA FIRM Map
- USGS Quad Map
- Location map

This scope is a due diligence level review and does not include detailed species surveys, with the exception of the 15% gopher tortoise burrow survey described above. Some species require multiple day surveys; however, it is unknown what species could potentially occur on the project site. Thus, if during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, the City will be notified and a scope and fee for the additional survey will be prepared. This scope does not include protected species permitting, if required.

This scope does not include any additional site visits other than those detailed above, permitting activities, and wetland delineations.

Task 5 – Permitting

It is anticipated that the road extension will require a SFWMD Individual Environmental Resource Permit (“ERP”). Kimley-Horn will perform permitting research, coordinate with SFWMD staff, attend one (1) meeting with the SFWMD to determine the permitting requirements and prepare the permit application.

Kimley-Horn will respond to up to two (2) request for additional information from the SFWMD. This task assumes that permitting with the City or other agencies is not required for the road extension. Permitting services with any City departments or other agencies are not included in this TWO and can be performed as an additional service if required.

Task 6 – Signing and Pavement Marking Design

Kimley-Horn will design the signing and pavement marking for the roadway in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the FDOT Standard Plans and the Americans with Disabilities Act Standards for Accessible Design. The design will be shown on 1" = 40' scale plan sheets. The plans will include type, color and spacing of striping and raised pavement markings. Regulatory, warning and directional signing will also be shown on the Signing and Pavement Marking Plans.

Task 7 – Lighting Design

Kimley-Horn will perform one (1) photometrics analysis and lighting design in accordance with Florida Greenbook lighting criteria. The photometric analysis will be based on replacing the existing lighting with a fixture selected by the City from KUA's catalog. Kimley-horn will coordinate the lighting design with KUA. The lighting design will be based on mounting KUA fixtures on relocated overhead electric poles. This task assumes that KUA will complete the electrical design and voltage drop calculations are not included in this scope. Deliverables under this task include a lighting design memorandum documenting roadway and crosswalk lighting. The lighting memorandum will include photometric results, supporting documentation and design criteria.

Based on the photometric analysis approved by the City, Kimley-Horn will develop lighting construction documents including pole locations, luminaries, conduits, pull boxes, and service panels complying with the KUA's standards.

Task 8 – Surveying Services

Kimley-Horn has retained the services of Johnston's Surveying, Inc. (Johnston) to prepare an updated topographic survey of the road extension corridor outlined in their attached subconsultant proposal Exhibit "A". This task also includes preparing up to 11 (eleven) sketch and legal descriptions for right of way acquisition. Refer to attached subconsultant proposals for additional information.

Task 9 – Utility Investigation Services

Kimley-Horn has retained the services of Blood Hound Utility Locates (BHUL) for designations and soft digs of existing underground utilities. This task includes horizontally locating detectable underground utilities for the road extension corridor. This task also includes up to ten (10) soft surface excavations. Refer to attached subconsultant proposals for additional information.

Task 10 – Geotechnical Services

Kimley-Horn has retained the services of Ardaman & Associates, Inc. to provide subsurface soil exploration and geotechnical engineering evaluation. This task includes seven (7) roadway auger borings, two (2) stormwater borings and five (5) field permeability tests in the vicinity of the proposed drainage improvements. Refer to attached subconsultant proposals for additional information.

Task 11 – Utility Coordination

Kimley-Horn has retained the services of Horizon Engineering Group, Inc. to provide utility coordination services. This task includes the following utility coordination services:

- Identify utilities within the project description and construction limits. A design ticket will be obtained to develop a list of Utility Agency Owners (UAOs) possibly involved in the described project. One (1) field visit to visually evaluate the project.

- Conflict analysis, create and maintain Utility Conflict Matrix
- Using the established utility list, provide two (2) contacts, one (1) for Green Lines and one (1) for RGB, collect and review plans and documents
- Prepare, organize and hold a Utility Design Conference using Microsoft Teams Teleconference
- Certification/Close Out

Refer to attached subconsultant proposals for additional information.

Additional Services if required:

The following services are not included in this TWO, but may be performed if authorized by the City. Payment for these additional services will be agreed upon prior to their performance.

- Attendance at meetings in addition to those noted in the scope of services
- City of Kissimmee Permitting
- Engineering Inspection Services
- Development of Specifications
- Utility Plans
- Signalization Plans
- Detailed Temporary Traffic Control Plans
- Improvements along M.L.K. Jr Blvd
- Stormwater pond siting analysis
- Wetland delineation, wetland permitting, specific protected species surveys, protected species permitting, archaeological or historical surveys
- Voltage drop calculations
- Bidding Services
- Post Design Services

Information Provided By Client:

The City will provide the following information, upon which Kimley-Horn can rely:

- Available right of way and easement data
- Available record or as-built plans
- Available permits

Schedule:

Tasks 1-11 are anticipated to be completed within 300 calendar days of notice to proceed.

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Method of Compensation:

Kimley-Horn will perform the services in Tasks 1-8 and 11 for a lump sum fee of \$115,096.99 and Tasks 9 and 10 for a limiting amount fee of \$15,000.00 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 1: Project Coordination	\$12,750.00
Task 2: Roadway Design	\$24,095.00
Task 3: Drainage Design	\$25,625.00
Task 4: Natural Resource Assessment	\$8,825.00
Task 5: Permitting	\$8,940.00
Task 6: Signing and Pavement Marking Design	\$2,340.00
Task 7: Lighting Design	\$7,610.00
Task 8: Surveying Services	\$12,000.00
Task 9: Utility Investigation Services (Limiting Amount)	\$9,200.00
Task 10: Geotechnical Services (Limiting Amount)	\$5,800.00
Task 11: Utility Coordination	\$12,911.99

Lump sum and limiting amount fees will be invoiced monthly based upon the overall percentage of services performed.

ACCEPTED:

CITY OF KISSIMMEE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
Victor A. AponteBY: 
Hao T. Chau, PETITLE: Engineer II / Project ManagerTITLE: Vice PresidentDATE: 10/21/2021DATE: 10/20/2021



October 20, 2021

KIMLEY-HORN AND ASSOCIATES, INC.**Project: TWO #2 - Mann Street Extension from MLK Jr. Blvd to Hill Street****Client: City of Kissimmee**

Summary of Fees

Project: TWO #2 - Mann Street Extension from MLK Jr. Blvd to Hill Street		Lump Sum	Limiting Amount
1. Project Coordination	\$	12,750.00	
2. Roadway Design	\$	24,095.00	
3. Drainage Design	\$	25,625.00	
4. Natural Resource Assessment	\$	8,825.00	
5. Permitting	\$	8,940.00	
6. Signing and Pavement Marking Design	\$	2,340.00	
7. Lighting Design	\$	7,610.00	
8. Surveying Services (Johnston)	\$	12,000.00	
9. Utility Investigation Services (BHUL)			\$ 9,200.00
10. Geotechnical Services (Ardaman)			\$ 5,800.00
11. Utility Coordination (Horizon)	\$	12,911.99	
TOTAL LABOR FEES:	\$	115,096.99	\$ 15,000.00

Work Effort and Fee Estimate Table

	Senior Engineer		Professional		Analyst		Senior CADD Operator		Secretary/Clerical		task totals	
Task	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
		\$ 255.00		\$ 160.00		\$ 125.00		\$ 145.00		\$ 90.00		
1. Project Coordination	50	\$ 12,750.00		\$ -		\$ -		\$ -		\$ -	50	\$ 12,750.00
2. Roadway Design	14	\$ 3,570.00	33	\$ 5,280.00	57	\$ 7,125.00	56	\$ 8,120.00		\$ -	160	\$ 24,095.00
3. Drainage Design	15	\$ 3,825.00	35	\$ 5,600.00	60	\$ 7,500.00	60	\$ 8,700.00		\$ -	170	\$ 25,625.00
4. Natural Resource Assessment	5	\$ 1,275.00	5	\$ 800.00	25	\$ 3,125.00	25	\$ 3,625.00		\$ -	60	\$ 8,825.00
5. Permitting	5	\$ 1,275.00	10	\$ 1,600.00	23	\$ 2,875.00	22	\$ 3,190.00		\$ -	60	\$ 8,940.00
6. Signing and Pavement Marking Design	2	\$ 510.00	3	\$ 480.00	5	\$ 625.00	5	\$ 725.00		\$ -	15	\$ 2,340.00
7. Lighting Design	5	\$ 1,275.00	10	\$ 1,600.00	17	\$ 2,125.00	18	\$ 2,610.00		\$ -	50	\$ 7,610.00
Total Billable Labor											565	\$ 90,185.00

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

EMAIL

To: Mr. Hao T Chau, P.E.

From: Richard D. Brown

Email: hao.chau@kimley-horn.com

Pages: 4

Phone 407-427-1697

DATE: September 28, 2021

Re PROPOSAL FOR SURVEYING – Survey support services for

Mann Street Extension Project

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

Please find attached our proposal for surveying services for the above referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-229 or Email: rick@jsurveying.com.

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

September 28, 2021

Mr. Hao T Chau, P.E.
Kimley-Horn
189 S. Orange Avenue, Ste 1000
Orlando, FL 32801

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Mann Street Extension Project

Dear Hao:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

- TASK I:** Update existing route survey along Mann Street per limits shown on attached Exhibit "A" and shown below. Survey will gather spot elevations on an approximate sufficient grid interval, using GPS and convention survey data collection. Locate surface evidence of existing utilities. Locate existing trees within the right of way. Make sufficient ties to establish the existing right of way lines. Locate flags and paint marks of underground utilities as placed by Blood Hound, LLC. Client will coordinate with BH on the surface designation, location of existing utilities within the limits outlined. Elevations will be based on NAVD 1988 Vertical Datum, and horizontal data will be Florida State Plane East Zone.
- Assume 30 ft of RW acquisition needed for 60 ft of total R/W width
 - Length = 700 ft
 - Legal description and parcel sketches for properties along west and east side
 - Include title searches
 - 30 ft of existing R/W + 30 ft of proposed R/W = 60 ft of total ROW + plus an extra 20 ft on both sides = 100 ft total width for topo survey.
- TASK II:** Prepare up to 11 sketch and legal descriptions for right of way acquisition.

Deliverable will be topographic surveys prepared in AutoCAD.

We propose the following lump sum fees for Task I & II above:

TASK I:	\$6,500.00
TASK II: (11 x \$500)	\$5,500.00

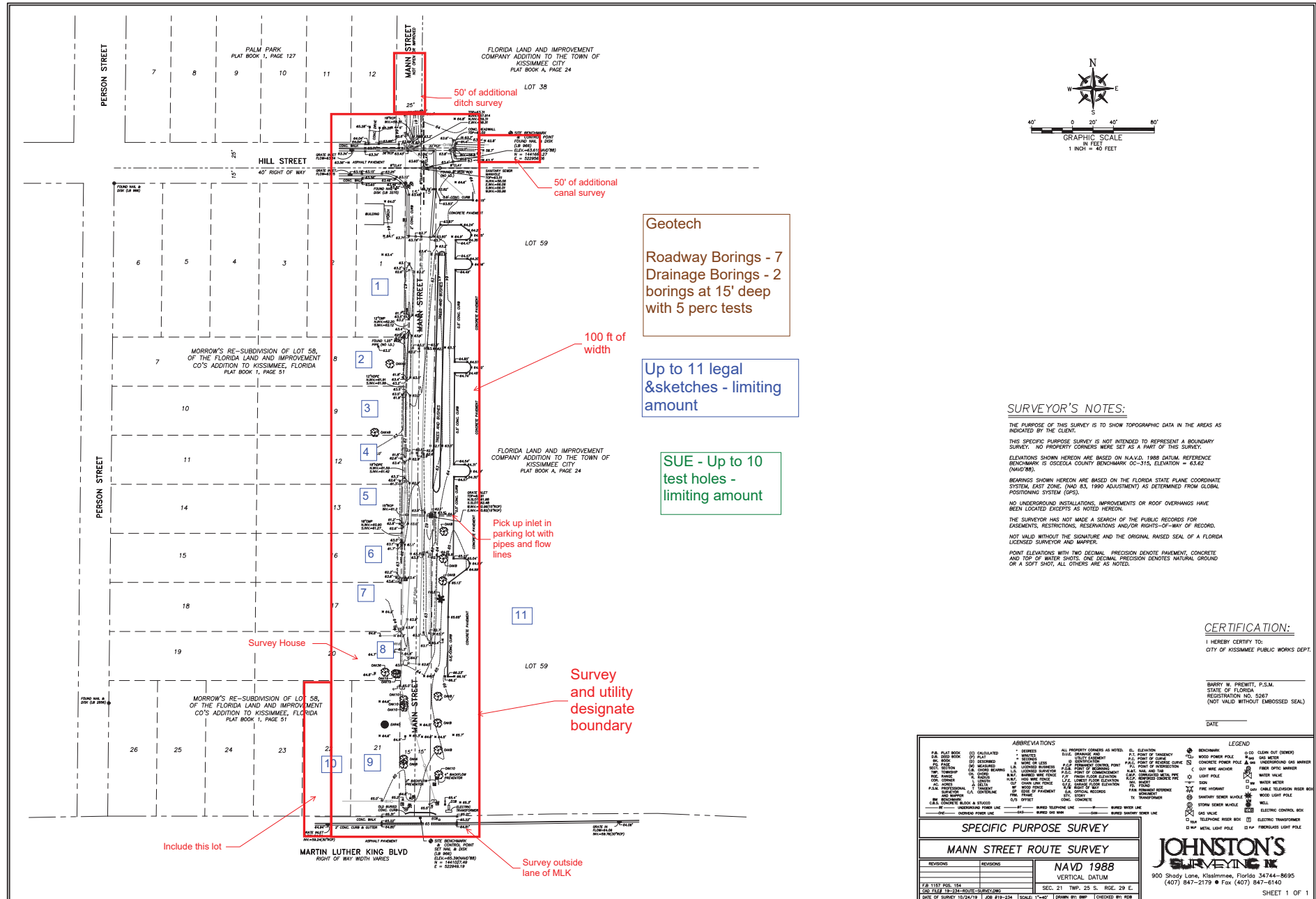
All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink, appearing to read "R.D.B.", followed by a horizontal line.

Richard D. Brown
President





ESTIMATE

Created Date 9/24/2021
Estimate Number 64986

Customer	Kimley-Horn	Name	Mr. Hao Chau
Billing Phone	(407) 898-1511	Phone	(407) 898-1511
Billing Address	189 S. Orange Avenue, Suite 1000 Orlando, FL 32801 US	Email	hao.chau@kimley-horn.com
Job Site Location	Mann Street Extension, (near) 951 M.L.K. Jr Blvd., Kissimmee, Florida, 34741		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	EM / GPR Utility designates	24.00	\$200.00	\$4,800.00
Vacuum Excavation (Hourly)	soft surface excavation	16.00	\$275.00	\$4,400.00

Grand Total \$9,200.00

Scope of Work

Customer SOW Design engineering

BHUG SOW **Customer has requested a *Revised 9/24/21, estimate for the following scope of work:**

- The following work is being performed to Quality Level B standards in accordance with CII/ASCE 38-02.
- Client has requested an estimate to horizontally locate detectable underground utilities within the Yellow Hi-lighted areas as shown on the provided image and described as; *Designates for 100 ft total width X 700 feet length*. Estimate does include locating public and private utilities within these limits.
- *Revised 9/24/21: To include locates within Red outlined areas as shown on provided exhibit.
- EM and Real-Time GPR Locating equipment will both be utilized to locate and mark the target line.
- A BHUG Revised generated image, which this estimate is based upon, is attached for reference. If incorrect please advise.
- Customer is advised the horizontal portion of this estimate is based on a 2-hour minimum, with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$50 per increment, not to exceed 24 hours.
- Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. All discoveries will be painted and flagged for surveying and documentation purposes.
- All findings will be marked according to APWA standard.
- Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to commencement of field work.
- Estimate does not include any camera or surveying services.



ESTIMATE

Created Date 9/24/2021

Estimate Number 64986

- BHUG is not responsible for, moved, altered, obliterated or maintaining marks. BHUG will impose an additional fee to relocate/remark facilities.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete scan.
- Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.
-
- **The following work is being performed to Quality Level A standards in accordance with CII/ASCE 38-02.**
- **Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities within the specific areas to be determined by the engineer of record. Based on this request it is assumed that up to ten (10) soft surface excavations will be required.**
- **Estimate does not account for any test holes under the roadway at this time as that would incur additional fees; permits, special back-fill, MOT etc., with these fees being indeterminable at this time.**
- **Customer is advised the vertical portion of this estimate is based on a 4-hour minimum, with a not to exceed limit. Any additional time required on site to complete the task beyond the 4-hour minimum will be invoiced in 15-minute increments @ \$68.75 per increment, not to exceed 16 hours.**
- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).
- Estimate does not include any final restoration such as hot mix asphalt, milling / resurfacing or special back fill requirements (flowable fill.) If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. *Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.*



ESTIMATE

Created Date 9/24/2021

Estimate Number 64986

- Customer understands any fees required for permits, special back-fill and MOT services are not provided and included in this estimate.
- All Survey work will be completed by others.

If the Scope of Work should change, or is different than listed on the estimate, please call our office for a revised estimate.

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

Please send all POs / Contracts to BHUGContracts@bhug.com.

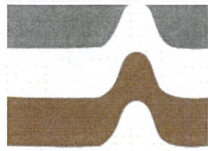
We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: _____

Printed Name: _____

Date Signed: _____



Kimley-Horn
189 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

Attention: Mr. Hao T. Chau, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Mann Street Extension
Kissimmee, Osceola County, Florida

Dear Mr. Chau:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our understanding of the project and information provided by you, the project consists of approximately 700 linear feet of extension with associated drainage improvements.

The scope of our work will include determining if soil characteristics are suitable to construct the proposed roadway. In addition, we will explore the soil stratigraphy in the retention swale(s) and provide results of the soil permeability test(s). We will also estimate the normal seasonal high groundwater table at the boring locations.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Roadway	7 Auger	10
Stormwater	2 Auger	15

The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger. Each sample will be removed from the auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

In addition, five field permeability tests will be performed in the vicinity of the proposed drainage improvements. The field permeability tests will include installing a solid-walled PVC casing, snugly fit, into a 4-inch diameter auger boring. The bottom of the pipe will be open and raised 1 foot above the bottom of the boring. The bottom 1 foot of the boring will be gravel-packed. The rate water is taken in by the formation is measured and used to calculate permeability. The tests will be run as a "constant head" test by maintaining the water level in the casing at ground surface level, or as a "falling head" test in which the rate of water drop will be measured.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., sieve analysis, Atterberg limits and organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation support. For our analysis, we will require specific loading conditions for the pavement. In addition, we will provide an estimate of the normal seasonal high groundwater table at the boring locations and the results of the soil permeability tests.

Our recommendations for the pavement, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

Stake Borings and Coordinate Utility Locations with Sunshine State One-Call by Project Engineer; 4 hours @ \$134.33/hour	\$537.32
Mobilize Drilling Crew and Equipment; 1 mobilization @ \$300.00/mob.	\$300.00
Auger Borings; 7 borings x 10 l.f., 2 borings x 15 l.f. @ \$11.70/l.f.	\$1,170.00
Field Permeability; 5 tests @ \$323.00/each	\$1,615.00
Laboratory Classification Testing Allowance; estimate	\$287.39
Senior Project Engineer; 1 hour @ \$167.87/hour	\$167.87
Project Engineer; 10 hours @ \$134.33/hour	\$1,343.30

CADD Draftsperson; 4 hours @ \$68.15/hour	\$272.60
Technical Secretary; 2 hours @ \$53.26/hour	<u>\$106.52</u>
TOTAL	\$5,800.00

TERMS AND CONDITIONS

This proposal is subject to the following: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (4) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (5) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, (6) maintenance of traffic is not required to perform the field work, and (7) permits are not required to work on the subject site.

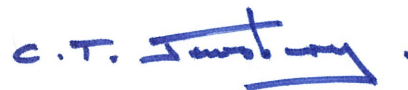
CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Alexandra G. Aydelotte, P.E.
Project Engineer



Colin T. Jewsbury, P.E.
Senior Project Engineer

AGA/CTJ/nfm

2160-381 Kimley-Horn Mann St. Ext.docx (2021PP)

September 27, 2021

Hao T Chau, P.E.
Kimley-Horn
189 S. Orange Avenue
Orlando, FL 32801

Re: City of Kissimmee Continuing Service Contract – TWO 2
Mann Street Extension from MLK Jr Blvd to Hill Street

Mr. Chau,

Horizon Engineering Group greatly appreciates the opportunity to work with Kimley-Horn on the above referenced project and we will be responsible for the utility coordination services for the project.

The services outlined for utility coordination services includes:

- Identify Utilities within the project description and construction limits. A design ticket will be obtained to develop a list of Utility Agency Owners (UAOs) possibly involved in the described project. Field Visit to visually evaluate the project.
- Conflict Analysis, create and maintain Utility Conflict Matrix
- Using the established Utility List, 2 contacts (1 for Green Lines & 1 for RGB) x 3 Hours will be required for each Utility with additional 3 hours per utility to follow up, collect and review plans and documents
- Prepare, organize and hold a Utility Design Conference using Microsoft Teams Teleconference
- Certification/Close Out

The following items will be necessary to complete the project but will be provided by others on this contract and not included under Horizon's scope:

- Overall management of the project
- Development of construction plans (all components)
- All surveying (topographic, right-of-way, SUE, etc.)
- Permitting and environmental
- Estimate of Construction Schedule
- Engineer's Construction Costs estimate
- Specifications

This scope and fee does not include any post design services. Additionally, any other services unless specifically stated in the scope above is considered not included. If changes are needed to add additional scope or for items that exceed the limitations of this Scope of Services, a change request will be submitted to the Client for authorization.

Based on the above outlined scope and the attached staff hours the Utility Coordination Services, the lump sum fee for this project is \$12,911.99.

We appreciate the opportunity to work with the Kimley-Horn and look forward to a successful project. If you need any further information, please do not hesitate to call, or email.

Sincerely,

Horizon Engineering Group, Inc.



Melonie Schwartz
Utilities Department Manager

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Mann Street Extension from MLK Jr Blvd to Hill Street
Client: City of Kissimmee

9/28/2021
Melonie Schwartz

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 1	Engineering Intern	Engineering Technician	Engineering Technician	Senior Utility Coordinator	Secretary / Clerical	SH By	Salary Cost By	Average Rate Per
		\$224.30	\$228.02	\$193.95	\$142.12	\$95.11	\$67.82	\$141.89	\$141.89	\$93.12	Activity	Activity	Task
Utility Coordination	91	0	0	0	0	0	0	0	91	0	91	\$12,911.99	\$141.89
Total Staff Hours	91	0	0	0	0	0	0	0	91	0	91		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,911.99	\$0.00		\$12,911.99	\$141.89

Check = \$12,911.99
SALARY RELATED COSTS: \$12,911.99
ESTIMATED FEE: \$12,911.99

ITEM 7.H**BUDGET AMENDMENT TO ADD AN ADDITIONAL AIRPORT OPERATIONS COORDINATOR POSITION****Request**

Commission approval of an amendment to the Airport budget to add a new full-time Airport Operations Coordinator position.

Explanation

The new airport operations position will inspect and monitor daily airfield conditions to ensure a safe and secure environment for aircraft operations. Currently, the airport's staff includes two full-time airport operation coordinators. However, the airport's weekly schedule demands three full-time individuals to maintain operations. From 2019 to 2021, the airport recognized a 24% increase in aircraft operations. These numbers are expected to continue to increase in the future. Duties of the additional position would include responding to airfield emergencies/incidents, wildlife dispersing, airfield escorts, and construction/maintenance coordination. This position will also help with the increase in aircraft traffic, scheduled construction projects, economic development, increased security enhancement procedures and preventive maintenance projects.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276		Decrease	73,131	
46170101-501212		Increase	48,754	
46170101-502323		Increase	24,377	

Financial Summary:

The total cost, including benefits, for this new position for the current fiscal year is \$73,131 and will be funded from Airport Reserves. The increased revenue projections incorporated into the Airport budget resulting from the revised fees and new lease activity are expected to more than cover this additional expenditure.

Recommendation

Staff recommends Commission approval to add a new Airport Operations Coordinator position.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
None

ITEM 7.I**ECONOMIC DEVELOPMENT QUALIFIED TARGETED INDUSTRY INCENTIVES CONTRACT FOR CIRRUS AIRCRAFT****Request**

Staff seeks approval of the Kissimmee Economic Development Incentives contract with Qualified Targeted Industry (QTI) eligible company Cirrus Aircraft.

Explanation

Cirrus Aircraft is a luxury airplane manufacturer that is expanding its business model to offer aircraft owners storage, maintenance, and pilot training. The company is expanding its footprint to Kissimmee Gateway Airport in two phases. Phase 1 entails an approximate \$1 million investment to remodel and outfit the existing hangar facility at 4314 Aviation Drive. In the next couple of years the company will expand its operation as phase 2, anticipating the creation of 3 new facilities off Dyer Blvd.

Cirrus Aircraft is a QTI aerospace eligible company that is expecting to hire 31 employees in Phase 1 with a company average wage of \$70,000 (162% above the Osceola County 2021 Average Wage). Based on the information provided in the Economic Development Incentives Application, the company is eligible for the following incentives:

5 Day Building Permit Fast Track Process	In Kind Value
Aerospace Equipment Grant	\$25,000 Max Cash Value
Brownfield Building Permit Fee Waiver	Estimated \$8,441 Cash Value
Building Life Safety or ADA Retrofit Rebate	\$25,000 Max Cash Value
Chamber of Commerce Membership	\$450 Cash Value
Hire Local Grant	\$25,000 Max Cash Value
KUA Commercial Line Extension Fee Waiver	Starting Cash Value \$10,000 provided by KUA
Access Osceola TV Commercial Creation	\$1,500 In Kind Value

The total incentive package amounts to over \$95,391 (\$83,891 cash value from the City). NOTE: The City's Economic Development Incentives are performance based, which require companies to fulfill their job creation, meet the company wage obligations and make stated investments within our community before any cash incentives are paid out.

Recommendation

Staff recommends approval of the City of Kissimmee Economic Development Incentive Agreement with Cirrus Aircraft.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Cirrus Aircraft Econ Dev Incentive Contract 11-21

CITY OF KISSIMMEE
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of October, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and CIRRUS AIRCRAFT, hereinafter referred to as “**COMPANY**”

WHEREAS, Company currently operates an Aerospace business and is committed to expanding their business into the City of Kissimmee, and is the type of business City desires to increase employment opportunity for the citizens of the City; and

WHEREAS, City designated an economic development incentive program to accomplish its goals to increase employment opportunities and increase wages and salaries; and

WHEREAS, Company completed the Kissimmee Economic Development Application; and

WHEREAS, City reviewed the application and determined Company is eligible for certain City economic development incentives pursuant to City Policy 601; and

WHEREAS, City notified Company of available economic incentives, and Company returned the Eligible Incentives document, attached hereto as Exhibit A and made a binding part hereof, indicating the incentives Company would like to receive; and

WHEREAS, Company is expanding into a Kissimmee designated Brownfield Area, as reflected in City Resolution 42-2011 Establishing Local Brownfields Area - thus eligible for those incentives (Waiving Building Review and Permit Fees); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which Company shall receive Economic Development Incentives funding from City.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue until Company fulfills grant obligations, not to exceed three (3) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.
3. **Eligible Incentives.** Company agrees to follow the procedures outlined in the City's Economic Development Incentives Policy 601, and applicable Annexes and Resolutions . Company acknowledges receipt of the policy and applicable annexes.
4. **Grant Conditions and Company Obligations.** Failure of Company to meet the following conditions to the satisfaction of City shall be considered a default of this Agreement, and Company may be required to reimburse City for any and all funds dispersed and/or fees waived.

Company shall:

- a. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company's average wage thresholds exceed the required minimum amount of \$43,081. This is the required rate for 2021.
 - b. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable Annexes.
 - c. Create and maintain a minimum of 10 jobs as part of Company's establishment into Kissimmee, with the projected number being 31 new jobs.
5. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: City of Kissimmee, City Manager's Office
Attn: Economic Development Director
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes
101 Church Street
Kissimmee, Florida 34741

COMPANY: Cirrus Aircraft
Attn: Jonah Santom
4515 Taylor Circle
Duluth, Minnesota 55811

6. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. City may terminate this Agreement immediately with Notice to Company in the event of any breach of the conditions of the Agreement by Company, including non-performance of duties. In the event of Termination, Company shall be required to reimburse the City for any grant funding received, if performance measures were not achieved.
7. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
8. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
9. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
10. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.
11. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
12. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
13. **Entire Agreement.** This Agreement, any Exhibits hereto, City Policy 601, and the applicable Annexes, as well as Kissimmee Resolution 42-2011 Establishing Local

Brownfields Area constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Exhibit, or other attachment, the terms of this Agreement will control.

14. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

COMPANY

Signature

Printed Name: Ravi Dharnidharka

Title: Senior Vice President

APPROVED AS TO FORM:

City Attorney



EXHIBIT A - ELIGIBLE INCENTIVES PROJECT: LIGHTING

5 DAY BUILDING PERMIT FAST TRACK PROCESS

INITIAL HERE FOR ACCEPTANCE: RD

- Company will work with respective City departments to facilitate this expedited permit process.

AEROSPACE EQUIPMENT GRANT

INITIAL HERE FOR ACCEPTANCE: RD

- This incentive is based on the listed costs within the application and has a max value of \$25,000. (25% of \$150,000 listed application amount – max grant value \$25,000)

BROWNFIELDS BUILDING PERMIT FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: RD

- Estimated fee to be waived is \$ 8,440.38

BUILDING LIFE SAFETY OR ADA RETROFIT REBATE

INITIAL HERE FOR ACCEPTANCE: RD

- Reimbursement of costs towards the retrofitting/upgrading of a facility to meet current building codes for ADA or Life Safety standards - up to \$25,000.

CHAMBER OF COMMERCE MEMBERSHIP

INITIAL HERE FOR ACCEPTANCE: RD

- Estimated cost of Kissimmee/Osceola Chamber of commerce membership is \$450

HIRE LOCAL GRANT

INITIAL HERE FOR ACCEPTANCE: RD

- This incentive is based on the number of eligible people hired with a value up to \$25,000

KUA COMMERCIAL LINE EXTENSION FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: RD

- Applicant's fees will be waived for the respective parcel being developed.
Value estimated to begin at \$10,000.

TV COMMERCIAL CREATION

INITIAL HERE FOR ACCEPTANCE: RD

- Access Osceola will provide up to 30 hours of pre-and post-production work for the creation of a commercial. Estimated value \$1,500

ITEM 8.A**KISSIMMEE MAIN STREET ANNUAL UPDATE FOR FISCAL YEAR 2020-2021****Request**

Kissimmee Main Street annual update for Fiscal Year 2020-2021.

Explanation

In October 2020, the City Commission and Downtown Kissimmee Community Redevelopment Agency (CRA) approved an agreement with Kissimmee Main Street (KMS), which expired on September 30, 2020. Per the Agreement, KMS shall provide an Annual Report, which is attached, due by October 1, 2021, that outlines the following:

1. Summary of website and social media activity.
2. Summary of all events, including events that KMS hosted as well as events that they participated in but were hosted by business owners in the District.
3. Summary of newsletter distribution.
4. Summary of business recruitment efforts.
5. Summary of business retention efforts.
6. Summary of market analysis and shopper surveys.
7. Summary of business membership and past year comparisons.

KMS has fulfilled the requirements of the Agreement, providing all Quarterly Reports for this fiscal year, including the Annual Report.

Per the agreement, KMS responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics, posted on the KMS website and available to the City's Development Services Department and Economic Development Office.
4. Develop a marketing plan that promotes businesses and events in the District, and coordinate with the City's Communication and Public Affairs team to ensure cohesive messaging with the City.
5. Promote and support the New Business Start -Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners in coordination with Development Services and other City Departments.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to provide assistance to small businesses in the Main Street District.

4. Help Main Street District businesses navigate the City permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

Recommendation

Kissimmee Main Street will provide the Commission with their annual update for Fiscal Year 2020-2021.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 2020-2021 Annual Report
2. City of Kissimmee Q4 Report
3. KMS 2021 Membership

KISSIMMEE MAIN STREET

TO PRESERVE AND ENHANCE HISTORIC DOWNTOWN KISSIMMEE FOR THE ENRICHMENT OF PRESENT AND FUTURE GENERATIONS.

!

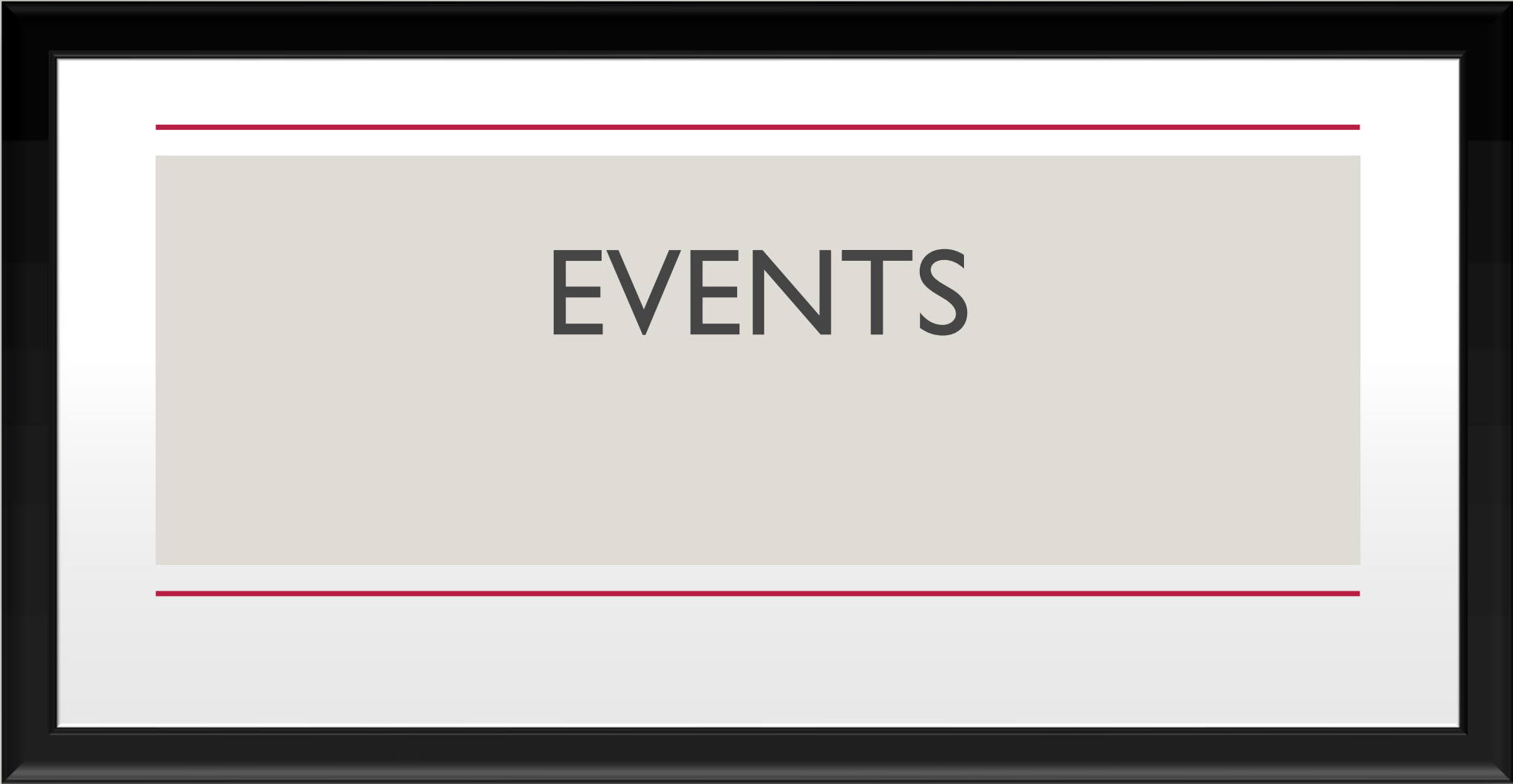


KISSIMMEE MAIN STREET IS A NONPROFIT 501(C)3 ESTABLISHED IN
AUGUST 1997



DESIGN AND ORGANIZATION



A graphic consisting of a thick black rectangular frame. Inside the frame is a white background. A light gray rectangular area is centered within the white background. The word "EVENTS" is written in a large, bold, dark gray sans-serif font, centered within the gray area. Two thin red horizontal lines are positioned above and below the gray area, within the white background.

EVENTS

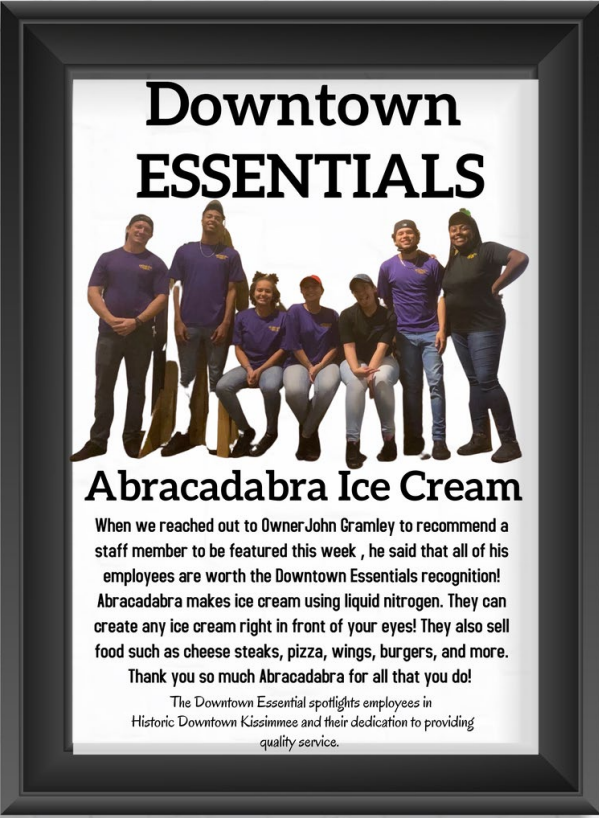






ECONOMIC VITALITY AND PROMOTION





Downtown ESSENTIALS



Abracadabra Ice Cream

When we reached out to Owner John Gramley to recommend a staff member to be featured this week, he said that all of his employees are worth the Downtown Essentials recognition! Abracadabra makes ice cream using liquid nitrogen. They can create any ice cream right in front of your eyes! They also sell food such as cheese steaks, pizza, wings, burgers, and more.

Thank you so much Abracadabra for all that you do!

The Downtown Essential spotlights employees in Historic Downtown Kissimmee and their dedication to providing quality service.





Q4 Report Kissimmee Main Street

KMS Hosted Events

**As a result of Covid -19, Kissimmee Main Street has continued to adjust the events our office hosts annually to ensure the safety of our visitors, staff and merchants.*

KISSIMMEE VALLEY FARMERS MARKET

Kissimmee Main Street, in partner with the City of Kissimmee and Love Makes Me Grow, have relaunched the Kissimmee Valley Farmers Market after tremendous requests from the community. It is currently taking place the first Friday of each month. It initially began at the corner of Pleasant St and Monument Ave. Weather conditions created a challenge and through a collaboration with the City of Kissimmee Parks & Recreation Department we were able to use space inside the Kissimmee Civic Center to host the event. Each month we have seen a significant increase in the number of vendors as well as visitors due in part to the Sunrail marketing, detailed below.

Back 2 School Block Party and Supply Stroll

Our annual back to school event took place on August 7th. Students and their families were instructed to first visit the Kissimmee Main Street office where students received a new backpack as well as information from local businesses. Inside, they were able to take a back-to-school photo with Miss Florida USA. They received a map on their way out that gave them additional information on the day's activities. On Dakin Ave families were able to get information from 12 different vendor booths which included Best Foot Forward and the Kissimmee Police Department who both provided fittings and free bicycle helmets for students. The Osceola County Department of Health was also on hand providing free COVID-19 vaccines. Families were then encouraged to make their way through Historic Downtown Kissimmee to visit participating merchants which included Abracadabra, Miguelos, The Italian Joint, First United Methodist Church, Casa Del Artesano, Matador Tacos & Tapas, Candyland Designs Co, Adjuster Groups, and 3 Sisters Speakeasy who collectively filled the children's backpacks with needed school supplies. Many of our restaurants offered specials to families that mentioned they were downtown for the back-to-school event.

Monthly Family Fun Night

In partnership with Florida Blue, Kissimmee Main Street has launched an exciting new monthly event, Family Fun Night. Each month we will host a free event that is geared towards families. This month we created the Wizardly World of Kissimmee. Guests first made a stop at The Sunrail Station where they received instructions and their event passport and map. They made their way down Broadway to visit 10 different stops that each offered some type of game or activity. Once complete, a volunteer at that station would punch their passport punch card. Those completed cards were then brought back to the Kissimmee Main Street Welcome Station where they were entered to win one of three prizes which included a family fun basket comprised of items and gift certificates from Downtown Kissimmee



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info@kissimmeemainstreet.org

merchants, a family four pack of tickets to Fun Spot, and the grand prize of four tickets to Universal Studios. This event has received wonderful feedback from both our merchants and the community. We will hold this event monthly with a different theme with the idea to always use it to highlight businesses in the downtown.

Seniors in the City

Seniors in the City is a new monthly event sponsored by Devoted Health. Each month an event will be created to engage local senior citizens. This month for the first event we hosted a movie night. Seniors arrived at The Kissimmee Civic Center at 6pm where they were provided with free popcorn, snacks and drinks and had an opportunity to watch a classic film. Future plans for Seniors in the City include karaoke, Binglow (glow in the dark bingo) a senior prom. The event will be hosted at different DTK businesses each month so we can continue to spotlight our merchants.

Red, Blue & BBQ

On September 18th, we hosted the long awaited Red, Blue & BBQ. Participants from the Kissimmee Police Department and the Kissimmee Fire Department fired up their grills and prepared steak, chicken wings, ribs and hamburgers. The community was able to head down to Dakin Ave for a BBQ block party where they purchased a ticket that allowed them to sample BBQ from each team and then vote for who they thought prepared each best. This was a great opportunity for the departments to engage with the community. Initial feedback from the participants and the community has been great so far and we plan to make this an annual event.

Kissimmee Main Street Participated Events

Kissimmee Main Street works monthly with Love Makes Me Grow to support their program, Little Sprouts. This innovative project works to educate children about the value of growing your own nutritious fruits and vegetables. Kids receive educational tools as well as seedlings and materials needed to start growing all on their own.

We were honored to once again assist Arkeisha Reese, Founder of Team Kareem, with her 2nd annual Hope After Tragedy Gala which raises funds and awareness to help prevent childhood drowning. We provide support to this event with logistics planning and information on sponsorship opportunities.

Kissimmee Main Street assisted Commissioner Felix Ortiz with a Bookbag giveaway event at his restaurant, 3 Sisters Speakeasy, on September 18th. Our team assisted with vendor organization and load in.

Vacant Property Plans

Kissimmee Main Street continues to encourage the addition of new business in the CRA district through our "Imagine the Possibilities" program. We work with the city to keep an up-to-date list of vacant properties. We receive several inquiries a month from entrepreneurs looking for available space in



Downtown Kissimmee. We schedule them to come in to meet with our team to learn more about available property, take them on a tour of the area, the benefits of operating a business in our downtown, the available resources available to them such as SBA, Prospera and the UCF Incubator. We introduce them to existing business owners and share information about the services available to them from Kissimmee Main Street when they open their businesses. They are provided a folder that contains information about starting a business in the City of Kissimmee, information about Kissimmee Main Street, the Downtown Business Association of Kissimmee, The Downtown Kissimmee Area Council as well as the other assisting agencies listed above. This quarter we facilitated two tours. The first was with City of Kissimmee Commissioner Olga Castano. Commissioner Castano was interested in experience the tour as a commissioner but also looking for space in the downtown for a business. The second was a husband and wife seeking space for a Caribbean style restaurant.

Ribbon Cutting

Kissimmee Main Street participated at a ribbon cutting event at RTR Title, a new real estate and title company in the downtown on July 15th.

Marketing Plan for Events & Businesses

Kissimmee Main Street uses several platforms to market events and downtown businesses. The Main Street Minute is our weekly e-newsletter that is distributed to 5,247 local email addresses. This tool allows us to combine digital flyers for all upcoming events, promotions, and specials our merchants provide us that are happening in the following week. This year we also launched “K-Town Now” which is a text messaging system that allows us to provide immediate information to those who have signed up for the service. We will soon have available a digital, interactive marketing platform at the Kissimmee Main Street Welcome Station that will allow our businesses to share promotions with visitors. This new marketing platform will allow our merchants to provide up-to-date, eye catching visuals with guests. This quarter we continued to increase our text and email service by nearly 100 individuals. We also put a strong focus on our market and the key role it plays in drawing individuals to Historic Downtown Kissimmee.

Assist with events in the DKCRA District

In the 4th quarter, we were pleased to assist with the grand opening and ribbon cutting for RTR Title, located at 721 Verona. We helped by way of promotion to both the merchants as well as the community to help boost attendance. We also attended the event to welcome them to the community.

This quarter we also provided assistance to La Placita Latina who recently began hosting events on site and at the Kissimmee Lakefront Park. We met with them to gain understanding of what it is they wanted to do and facilitated meetings with the appropriate departments at the city to help move their events forward.

Cooperate with UCF, SBDC and Prospera



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We continue to promote the benefits of working with these organizations during our “Imagine the Possibilities” tours where we share with prospective DTK business owners all the things that set us apart from other areas they may consider for their new business.

This month we sent the owners from Limbhelados to Prospera to help with information regarding opening a second business location in the area.

Recruiting Efforts

In an effort to recruit new businesses to the area, we work with local realtors who assist in keeping us up to date on available properties within the CRA district. We then share that information on our website. They can be accessed on our landing page under the “Available Properties” tab. We also provide the information directly to the several people who call monthly to inquire about available properties in the downtown. In addition, we continue to offer our “Imagine the Possibilities” tours to interested parties as detailed above.

Retaining Efforts

The Kissimmee Main Street staff prides itself on continuing to build positive relationships with the business owners and staff in the CRA district. Through our efforts to keep in constant communication with them through various means such as our private Facebook page, email, text messaging, face-to-face visits, and our Friday morning coffee club, we believe we can stay aware of their needs and anticipate the best ways to support their businesses. We provide them a direct connection to the various departments within City Hall through our Small Business Liaison who can assist with several topics including but not limited to permitting, zoning, inspections, grants, and signage. Our Marketing Coordinator is here to help with social media and website support, logos, marketing materials, flyers, and one on one training on how business owners can best market their businesses. Between the support provided in these manners, the events we host that bring customers into their businesses, our promotion of their businesses on our social media platforms and the weekly Main Street Minute e-newsletter, we believe we give the small business owners several reasons to remain in Historic Downtown Kissimmee. Our Executive Director, Diana Marrero-Pinto, has recently been appointed to the city’s Planning Advisory Board which is beneficial in learning city processes to further serve the incoming businesses. Both the Director and staff attended Florida Main Street training, receiving valuable information on improving downtowns and economic vitality.

We also continue a strong partnership with DiscoverAbility, formerly known as Two 6 Resources, whereby they provide interns to both Kissimmee Main Street and merchants throughout the downtown. This partnership allows for locally owned businesses to receive labor at no cost and the intern the opportunity to be trained in various areas. In Q4, we had 1 intern work at our office.

Education on City Processes

This quarter we have received continual training from Brenda Ryan, Planning Manager of Development Services. These meetings help our office to gain a better understanding of the processes within the city that we are then able to apply when working with new and existing businesses.



Shopper Survey/Market Analysis

This quarter we have conducted surveys specific to events.

We asked vendors at the newly relaunched *Kissimmee Valley Farmers Market* to share their thoughts on the market so far. Some feedback we received:

91% of survey participants said they feel the market has been worth their time and money

11 out of 12 say they are making a profit when attending the market.

Feedback from many is that they enjoy being located indoors at the Civic Center but a few say they prefer when the market takes place outside as they believe the visibility helps attract more shoppers.

Feedback from the Wizardly World of Kissimmee event:

What did you enjoy most about the event?

Fun atmosphere

Getting to see the whole downtown area and different store participation.

I loved the games!



Vintage Vino! I really enjoyed seeing the businesses really got into the theme and worked hard to make it a great experience.

It was very fun and exciting!

The stations

The Friendliness Professionally done Not to late at night Great atmosphere

While visiting Historic Downtown Kissimmee for this event, did you purchase from, or dine at any of the downtown eateries or shops? If so, where/what?



Yes. We had dinner at Broadway pizza. We purchased the full size butterbeer and wine from the vino shop

Yes, we did, we ate dinner at 2 sisters speak easy, bought beer at vintage vino, and bought drinks at Willy's Wieners

Yes, three sisters

Dinner from Three Sisters, drinks at Vintage Vino

Yes matador

We had a glass of wine at Vino and pizza at Broadway pizza. If the Greek restaurant was open we would have been there. We like Nadia's a lot, but their hours make it difficult to stop by often.

Kissimmee Main Street is planning "Downtown Family Night" every second Friday evening of the month. What types of events/activities would you like to see?

As parents we like walking around and seeing the decor is fun and nice. For kids they love prizes and games. Movie night would be fun. Block party where kids can dance and play. A fortnight dance party night be cool. Minecraft as a theme where they can build stuff. A super hero, specifically marvel night would be awesome.

Live music involving children actives and baking classes or even visiting different businesses and learn what they do and the history of the business!

Restaurant tasting, more children-oriented events. Trolley triste. Story telling

Social Media specific to Kissimmee Valley Farmers Market

MONTH OF AUGUST (JULY 31ST – AUGUST 6TH)

Number of Posts (Excluding posts reshared from outsourced pages): 8

Collective reach of all 8 posts: 5,228

Collective likes of all 8 posts: 59

Collective number of engagements for all 8 posts: 420

MONTH OF SEPTEMBER (AUGUST 7TH – SEPTEMBER 3RD)

Number of Posts (Excluding posts reshared from outsourced pages): 39

Collective reach of all 39 posts: 11,839

Collective likes of all 39 posts: 255

Collective number of engagements for all 39 posts: 1,141



VENDORS & CATEGORIES: AUGUST

5 FOOD

2 BODY CARE

5 HOBBY (CANDLES/ART/JEWELERY)

2 EDUCATIONAL

1 MLM

1 PET

(FOOD: Rocket Juice, Oh Sugar!, Daddles Coffee, Eva Olive Oil, Keto Treats and Eats) (BODY CARE: Joyce's Joy Soaps Co, Lemon Grass Spa)

(HOBBY: Spirituality Among Us, Motivational Scents, Nicole Porath Creations, Ionox Media, Mizuki Luna Child)

(EDUCATIONAL: Usbourne Books and More, Sunrail)

(MLM: Color Street)

(PET: Pick Your Paw)

Complete vendor attendance count: 16

VENDORS & CATEGORIES: SEPTEMBER

10 FOOD

6 HOBBY

4 BODY CARE

3 EDUCATIONAL

1 PET

(FOOD: White Rose Farms, Shelly's Jellies, Intouchable Apothecary, El Planetario, West lake Gourmet Kettle Corn Company, Lady T Lemonade LLC, Trinity Ranch Custom Beef, Oh Sugar!, Rocket Juice, Growing in Grace Nursery)

(HOBBY: Motivational Scents, Spirituality Among Us, Nicole Porath Creations, Mizuki Luna Child, Crafting with Sutton, Handmade Unique Planters)

(BODY CARE: Energetically Supported Nutrition, Lemon Grass Spa, Susan's All-Natural Soaps, Joyce Joy Soaps Co.)

(EDUCATIONAL: Sunrail, Osceola Library, Usbourne Books and More) (PET: Pet Wants Kissimmee)

Final Vendor Attendance Count: 24

2021 Kissimmee Main Street Membership

17

Business Name	Owner/Contact Name	Ph #	Membership Type	Date Paid	CH#
CCAP	Olga Gonzales	407-350-4929	Silver \$100	9/10/2020	225
Awakened Auras Co	Michelle Morales	407-329-4882	Silver \$100	8/28/2020	
Jack Fields Agency	John Fields	407-870-5534	Silver \$100	9/25/2020	7253
Echoes of Yesterday	Lee Herr	407-847-2300	Silver \$100	9/24/2020	3670
Main St Pizza	Lanson Miller	407-844-9661	Silver \$100	9/25/2020	8957
Revitalizing Infusions Therapy	Kevin Finley	321-442-0192	Silver \$100	9/28/2020	5129
Osceola Library System	Amy Jones Lee	407-742-8888	Silver \$100	9/28/2020	CC
The Center - Kissimmee	Tommi Pritchett	407-201-2544	Silver \$100	9/24/2020	1610
Draperies by Bette & Lauren	Lauren Zito	407-846-1553	Silver \$100	10/2/2020	18439
3% Real Estate	Ray Guenther	407-479-0076	Silver \$75 (pr)	10/7/2020	1113
Gemstone Properties	Holly Orr	407-397-1128	Siver \$75 (pr)	10/7/2020	17609
Kissimmee Christian Church	Lance Spencer	407-847-2543	Silver \$100	10/30/2020	065474
3 Sisters Speakeasy	Felix Ortiz	321-203-8541	Silver \$100	11/2/2020	1377
Goodwin Realty	Linda Goodwin Nichols	407-846-2787	Silver \$100	10/6/2020	39280
Cunninghams	Lynn Cunningham	407-846-2332	Silver \$75 (pr)	11/17/2020	17258
Lasting Impressions	Terry Miller	407-943-8888	Silver \$100	1/5/2021	6964
Saqui Nails	Yolanda Bernard	407-969-1686	Silver \$100	1/22/2021	

Otero Consulting Group	Dr. Joe Otero	407-900-2622	Silver \$100	1/28/2021	2028
Discoverability	John Hunter	407-894-5051	Silver \$100	1/22/2021	3271
Mark Cross Tax Services Inc	Mark Cross	407-944-4242	Silver \$100	1/25/2021	4620
Reach	Kelly Trace	407-483-9319	Silver \$100	2/10/2021	CC
Sittin Pretty	Brenda Muller	407-343-8525	Silver \$100	2/16/2021	3730
Trader Nicks	Nick Boyd	407-343-1600	Silver \$100	2/9/2021	21485
Abracadabra	John Gramley	407-460-4338	Silver \$100	2/18/2021	2527
Olde Kissimmee Realty	Cheryl Grieb	407-944-4822	Gold \$500	3/3/2021	4603
Venues by Bonnie/Hangar 08	Bonnie Dugar	407-694-0941	Silver \$100	3/19/2021	1499
Devaine Timing	Mia Almonte	407-738-7073	Silver\$100	3/19/2021	CC
Residential	John Fields	407-761-2710	Friend \$75	9/25/2020	1740
Residential	Diana Couch	407-922-6553	Booster \$25	9/25/2020	CASH
Residential	Juanita Gewerth		Friend \$75	10/7/2020	4326
Residential	Ida White		Friend \$150	10/8/2020	2038/2043
Residential	Justin Hetu	978-866-4159	Booster \$25	1/15/2021	114
Residential	Dave Tomek		Other \$100	2/1/2021	4262
Big John's Rockin BBQ	John Glover	407-301-6900	Silver \$100	3/22/2021	3075
The Adjusters Group	Maileny Valenzuela	407-747-0543	Silver \$200	3/8/2021	4505
Nadia's Cafe	Nadia Khoury	407-518-1900	Silver \$100	3/23/2021	2657

Laniers Marketplace	Tom Lanier	407-933-5679	Silver \$100	3/23/2021	14745
Scooterville	Keith Yarborough	407-867-1840	Silver \$100	3/24/2021	CC
One Stop Salon	Ednalys Nieves	407-847-3092	Silver \$100	3/24/2021	1008
Residential	Michael Roberts	407-791-5158	Neighbor \$50	3/26/2021	CASH
Residential	Jeff Wiley	407-433-6887	Neighbor \$50	3/26/2021	CASH
Kissimmee Diner/Matador	Jackie Espinosa	407-963-8816	Silver \$100	4/6/2021	20251
Adanse Productions, LLC	Jackie Espinosa	407-963-8816	Silver \$100	4/6/2021	17124
Better U Dining	Jackie Morris	407-966-4617	Silver \$100	3/30/2021	1469
Jive Dance Shop	Ana Rivera	407-433-5048	Silver \$100	6/3/2021	2578
The Italian Joint	Ariel Van Drach	617-312-6825	Silver \$100	7/8/2021	1040
Dianes Tea Room	Wayne Watkins	407-201-4733	Silver \$100	7/29/2021	2026
Kings	Priscilla Sanchez	856-577-2737	Silver \$100	3/30/2021	cash

ITEM 8.B**KISSIMMEE MAIN STREET SERVICES AGREEMENT FOR FISCAL YEAR 2021-2022 (CRA FUND PORTION)****Request**

Approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2021-2022.

Explanation

On October 27, 2020, the City Commission and the Downtown Kissimmee Community Redevelopment Agency (CRA) approved the City of Kissimmee Funding Agreement with the Kissimmee Main Street Program, which expired on September 30, 2021. Under the Agreement, Kissimmee Main Street provides business recruitment and retention services supporting and furthering small businesses throughout Downtown Kissimmee.

In addition to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Agreement for FY 2021-2022 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City's Development Services Department as well as the City's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City's Communication and Public Affairs team to ensure all marketing plans work cohesively with the City's overarching message.
5. Promote and support the New Business Start -Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City/CRA to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the CRA will provide Main Street with a total of \$50,000; \$30,000 for salaries and benefits and \$20,000 for administrative expenses, which will be distributed quarterly in \$5,000 increments, contingent on the CRA receiving the quarterly report from Main Street.

Additionally, in September 2021, Main Street submitted a formal request for a funding increase for salaries and benefits in the amount of \$4,734. The City will provide Main Street with a total of \$119,734 for salaries and benefits, which includes the funding increase.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610508-508282		Decrease	\$50000	\$50000

Financial Summary:

Funding is budgeted in the Downtown CRA Fund.

Recommendation

Staff recommends approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2021-2022, from October 1, 2021 to September 30, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 2021-2022 Main Street Funding Agreement 10-21-2021
2. KMS Funding Increase Request

**CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM**

THIS FUNDING AGREEMENT is made and entered into this ____ day of November 2021, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY,” the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CRA,” and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as “Main Street” and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee’s historic downtown district; and

WHEREAS, the CITY, CRA, and Main Street wish to work in coordination in addressing economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2021 and terminates on September 30, 2022.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and CRA shall provide Thirty Thousand

Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from Main Street.
- c. The CITY and CRA staff will provide training to the Main Street staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide Main Street staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are starting up or looking to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
 - iv. Access to Development Services Software (view only) to assist businesses in tracking and participating in the development review, permitting, inspection, and code enforcement processes.

4. MAIN STREET RESPONSIBILITIES.

- a. Main Street, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Recruitment:
 - 1. Conduct shopper surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to promote vacant properties within CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the CITY's Development

Services Department as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. Main Street shall work and meet regularly with the CITY's Communication and Public Affairs Department to ensure all marketing plans work cohesively with the CITY's overreaching message.
5. Promote and support the New Business Start-Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. Main Street shall work with the Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY.

ii. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate the CITY permitting process, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
- b. Main Street shall provide quarterly reports to the Development Services Department Director outlining the efforts made toward business recruitment and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, Main Street shall provide a yearly update to the City Commission on business retention and recruitment efforts within the CRA District.
- c. Main Street shall provide an Annual Report due by October 1, 2022, that outlines the following:

- i. Summary of website and social media activity.
 - ii. Summary of all events. This shall include events that Main Street hosted as well as events that Main Street participated in but were hosted by business owners in the CRA District.
 - iii. Summary of newsletter distribution.
 - iv. Summary of business recruitment efforts.
 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
 - vii. Summary of business membership and past year comparisons.
 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** Main Street shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to FS §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY 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.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
---	---

14. **PUBLIC RECORDS.** Main Street shall keep and maintain public records required by the City to perform the service.

- a. If the CITY's custodian of records requests records from Main Street, Main Street 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, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. Main Street 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 term of the Agreement and following expiration of the Agreement if Main Street does not transfer the records to the City.
- c. Upon expiration of this Agreement, Main Street shall transfer, at its own cost to the CITY, all public records in possession of Main Street. If Main Street transfers all public records to the CITY upon expiration of the Agreement, Main Street shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Main Street keeps and maintains public records upon completion of the Agreement, Main Street 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 records, in a format that is compatible with CITY's information technology system.
- d. If a request to inspect or copy public records pertaining to this Agreement retained by Main Street, Main Street shall provide the records to the CITY or allow the records to be inspected or copied within a reasonable time after receipt of notice of the request.

- e. If Main Street does not comply with the CITY's request for records, such failure shall constitute a material breach and this Agreement shall immediately terminate upon notice by the CITY.
- f. If Main Street fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Florida Statutes §119.10
- g. If a civil action is filed against Main Street to compel production of public records relating to this Agreement, the Court shall assess and award reasonable costs of enforcement, including attorney's fees against Main Street, if:
 - i. The Court determines that Main Street unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least eight (8) business days before filing the action, the Plaintiff provided written notice of the public records request, including a statement that Main Street has not complied with the request, to the CITY and Main Street.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor Commissioner

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

KISSIMMEE MAIN STREET

John Fields
Chairman of the Board

STATE OF FLORIDA

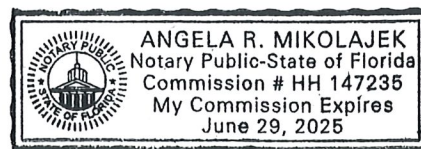
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 21 day October, 2021, by John Fields. He/She is personally known to me, or has produced his/her driver's license or his/her _____ as identification, and did did not take an oath.

Notary Public, State of Florida

Angela Mikolajek
Angela Mikolajek

Seal





421 Broadway Avenue
Kissimmee, FL 34741
p. 407-846-4643
f. 407-846-4605
info@kissimmeemainstreet.com

September 24, 2021

City of Kissimmee
Attention: Samia Singleton
101 Broadway
Kissimmee, FL 34741

Dear Ms. Singleton,

Kissimmee Main Street has just completed another year of promoting and supporting the downtown district of Kissimmee and its merchants despite the difficult economy we have grown in events and services provided to the small business community while remaining a fulltime staff of two.

The Kissimmee Main Street Board of Directors and myself, as the Executive Director, respectful request a salary increase from the City of Kissimmee for the two full time positions totaling \$4,733.76.

The Kissimmee Main Street Board and staff recognize the challenges this coming year will present in continuing to assist small businesses in the CRA district and we are committed to the successful and ongoing partnership with the City of Kissimmee to provide quality assistance. We have the continuing goal of building better sponsorship relationships have been working toward that effort by adding board members that are key stakeholders in our community and increasing membership. Kissimmee Main Street wishes to thank Mayor Olga Gonzalez, the City of Kissimmee Commissioners, City Manager, Mike Steigerwald, and the entire city staff for all their help and support of the Kissimmee Main Street program.

Sincerely,

Diana Marrero-Pinto

Diana Marrero-Pinto
Executive Director
Kissimmee Main Street

ITEM 8.C**KISSIMMEE MAIN STREET SERVICES AGREEMENT FOR FISCAL YEAR 2021-2022 (GENERAL FUND PORTION)****Request**

Approval of the General Fund funded portion of a new service agreement with Kissimmee Main Street for Fiscal Year 2021-2022.

Explanation

On October 27, 2020, the City Commission and the Downtown Kissimmee Community Redevelopment Agency (CRA) approved the City of Kissimmee Funding Agreement with the Kissimmee Main Street Program, which expired on September 30, 2021. Under the Agreement, Kissimmee Main Street provides business recruitment and retention services supporting and furthering small businesses throughout Downtown Kissimmee. The agreement also funds two full time positions for Kissimmee Main Street.

In addition to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Agreement for FY 2021-2022 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City' s Development Services Department as well as the City' s Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City' s Communication and Public Affairs team to ensure all marketing plans work cohesively with the City' s overarching message.
5. Promote and support the New Business Start -Up Grant in partnership with Kissimmee Utility Authority.

6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City/CRA to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the CRA will provide Main Street with a total of \$50,000; \$30,000 for salaries and benefits and \$20,000 for administrative expenses, which will be distributed quarterly in \$5,000 increments, contingent on the CRA receiving the quarterly report from Main Street.

Additionally, in September 2021, Main Street submitted a formal request for a funding increase for salaries and benefits in the amount of \$4,734.

The City thought it's General Fund will provide Main Street with a total of \$119,734 for salaries and benefits, which includes the funding increase.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503434		Decrease	\$344,129	\$119,734

Financial Summary:

The remained of the total funds needed are being provided by the Downtown Kissimmee CRA in Agenda Item 8.B.

Recommendation

Staff recommends approval of the General Fund funded portion of a new service agreement with Kissimmee Main Street for Fiscal Year 2021-2022, from October 1, 2021 to September 30, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 2021-2022 Main Street Funding Agreement 10-21-2021
2. KMS Funding Increase Request

**CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM**

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WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee’s historic downtown district; and

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WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

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NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the parties agree as follows:

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2. **TERM.** The term of this Agreement commences on October 1, 2021 and terminates on September 30, 2022.
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 - i. Business Recruitment:
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 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
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 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

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7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
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9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to FS §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY 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.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
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<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** Main Street shall keep and maintain public records required by the City to perform the service.

- a. If the CITY's custodian of records requests records from Main Street, Main Street 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, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. Main Street 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 term of the Agreement and following expiration of the Agreement if Main Street does not transfer the records to the City.
- c. Upon expiration of this Agreement, Main Street shall transfer, at its own cost to the CITY, all public records in possession of Main Street. If Main Street transfers all public records to the CITY upon expiration of the Agreement, Main Street shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Main Street keeps and maintains public records upon completion of the Agreement, Main Street 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 records, in a format that is compatible with CITY's information technology system.
- d. If a request to inspect or copy public records pertaining to this Agreement retained by Main Street, Main Street shall provide the records to the CITY or allow the records to be inspected or copied within a reasonable time after receipt of notice of the request.

- e. If Main Street does not comply with the CITY's request for records, such failure shall constitute a material breach and this Agreement shall immediately terminate upon notice by the CITY.
- f. If Main Street fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Florida Statutes §119.10
- g. If a civil action is filed against Main Street to compel production of public records relating to this Agreement, the Court shall assess and award reasonable costs of enforcement, including attorney's fees against Main Street, if:
 - i. The Court determines that Main Street unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least eight (8) business days before filing the action, the Plaintiff provided written notice of the public records request, including a statement that Main Street has not complied with the request, to the CITY and Main Street.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor Commissioner

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

KISSIMMEE MAIN STREET

John Fields
Chairman of the Board

STATE OF FLORIDA

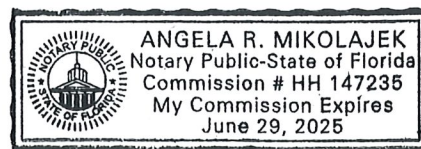
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 21 day October, 2021, by John Fields. He/She is personally known to me, or has produced his/her driver's license or his/her _____ as identification, and did did not take an oath.

Notary Public, State of Florida

Angela Mikolajek
Angela Mikolajek

Seal





421 Broadway Avenue
Kissimmee, FL 34741
p. 407-846-4643
f. 407-846-4605
info@kissimmeemainstreet.com

September 24, 2021

City of Kissimmee
Attention: Samia Singleton
101 Broadway
Kissimmee, FL 34741

Dear Ms. Singleton,

Kissimmee Main Street has just completed another year of promoting and supporting the downtown district of Kissimmee and its merchants despite the difficult economy we have grown in events and services provided to the small business community while remaining a fulltime staff of two.

The Kissimmee Main Street Board of Directors and myself, as the Executive Director, respectful request a salary increase from the City of Kissimmee for the two full time positions totaling \$4,733.76.

The Kissimmee Main Street Board and staff recognize the challenges this coming year will present in continuing to assist small businesses in the CRA district and we are committed to the successful and ongoing partnership with the City of Kissimmee to provide quality assistance. We have the continuing goal of building better sponsorship relationships have been working toward that effort by adding board members that are key stakeholders in our community and increasing membership. Kissimmee Main Street wishes to thank Mayor Olga Gonzalez, the City of Kissimmee Commissioners, City Manager, Mike Steigerwald, and the entire city staff for all their help and support of the Kissimmee Main Street program.

Sincerely,

Diana Marrero-Pinto

Diana Marrero-Pinto
Executive Director
Kissimmee Main Street

ITEM 8.D
2022 CITY COMMISSION MEETING CALENDAR

Request

Request City Commission approval to establish the Commission meeting calendar for 2022.

Explanation

Every year the City Commission adopts the calendar for the upcoming year in order to assist staff in scheduling agenda items and to notify the Commission, staff, and the public of the Commission meeting schedule.

Since the Commission holds its meetings on the 1st and 3rd Tuesday of each month, these dates are checked first to confirm there is no conflict with City holidays. For 2022, none of the City holidays fall on the 1st or 3rd Tuesday. However, due to the meeting dates and the way the Christmas and New Year holidays fall during the week, staff recommends cancelling the January 4, 2022 Commission Meeting.

After any discussion, staff recommends the Commission accept the full calendar for 2022, including the dates as listed for the Annual Commission Retreat, Budget Workshop, City Manager and City Attorney Annual Evaluations, and the Budget Hearings. The Budget Hearings have been tentatively scheduled for the 1st and 3rd Tuesday in September. However, the City is statutorily required to yield our adoption dates to Osceola County and the Osceola School District. In order to comply, the dates will be confirmed later in the year.

While the Commission meetings are established, Workshops and CRA meetings will also be scheduled as necessary throughout the year.

Recommendation

After Commission discussion, staff recommends approval of the 2022 City Commission Meeting Calendar with the cancellation of the January 4, 2022 meeting.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. 2022 Commission Meeting Calendar



CITY OF KISSIMMEE

Office of the City Clerk
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2022 **City of Kissimmee** **Commission Meeting Dates** *Commission Agenda for Approval 11/02/2021*

January 4, 2022 (Recommend Cancellation)
January 18, 2022
January 21, 2022 (Commission Retreat)**

July 5, 2022
July 19, 2022
July 26, 2022 (Budget Workshop)** 2:00pm

February 1, 2022
February 15, 2022

August 2, 2022
August 16, 2022

March 1, 2022
March 15, 2022

Tentative Budget Hearings / 1st & 2nd Hearings

September 6, 2022 (CM/CA Evaluations 5:00 pm)
September 6, 2022 (1st Budget Hearing)
September 20, 2022 (2nd Budget Hearing)

April 5, 2022
April 19, 2022

October 4, 2022
October 18, 2022

May 3, 2022
May 17, 2022

November 1, 2022
November 15, 2022

June 7, 2022
June 21, 2022

December 6, 2022
December 20, 2022

The City Commission meets on the 1st and 3rd Tuesday each month. Dates are subject to change and/or meetings may be added with Commission approval.

All meetings are at 6:00 p.m. unless otherwise noted. ** Meetings start at 8:30 a.m. or 5:30 p.m. or as noted.