



**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 16, 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 SWEARING IN FOR NEW POLICE OFFICERS (PRE-RECORDED)

Swearing in and administering of oath for new hires not previously sworn in during the COVID-19 Pandemic.

3.B CHIEF'S SPECIAL AWARD RECOGNIZING THE COMMUNITY RECOMMENDATION PANEL

Chief Jeffrey O'Dell will present the Chief's Special Award for the Community Recommendation Panel.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - POLICE OFFICERS' RETIREMENT PLAN AMENDMENT: AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the first reading of the proposed ordinance for the Police Retirement Plan.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - ADOPTION OF RESOLUTION TO AMEND THE CITY'S FY 2020-2021 OPERATING BUDGET

Approval to adopt a resolution amending the City's operating budget for 2020-2021.

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 November 2, 2021, Commission Minutes.

7.B CHANGE ORDER NO. 3, TO ADJUST THE CONTRACT PRICE WITH SOUTHERN DEVELOPMENT AND CONSTRUCTION, INC. FOR THE CHURCH STREET IMPROVEMENT PROJECT CLOSEOUT

Approval of deductive Change Order No. 3 for the Church Street Improvement project to decrease the contract total, in the amount of \$9,832.79, due to scope reduction for project closeout.

7.C AUTHORIZATION TO ACCEPT FY2021 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE PROGRAMS

The Police Department requests the Commission's acceptance of the Fiscal Year 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice Office of Justice Programs.

7.D BUDGET AMENDMENT TO RECLASSIFY DEVELOPMENT SERVICES PLANNING POSITION

Approval of an amendment to the Development Services Department budget to reclassify a Planner II position to a Senior Planner position.

7.E WORK ORDER NO. 1, ADDENDUM TO THE CONTRACT PRICE AND SCOPE OF WORK WITH METRO CONSULTING GROUP, LLC FOR THE LYNDELL DRAINAGE IMPROVEMENT PROJECT NO. 2.

Approval to increase Work Order No.1 with Metro Consulting Group, LLC for the Lyndell Drainage Improvement Project No.2 in the amount of \$83,000.

7.F ADVERTISING FUNDING FROM EXPERIENCE KISSIMMEE FOR KISSIMMEE GATEWAY AIRPORT

Request Commission approval to accept advertising funding in the amount of \$20,000.00 from Experience Kissimmee for Kissimmee Gateway Airport

7.G MINISTERIAL APPROVAL - FIRE PENSION BOARD - DAN GARAGUSO JR

Request City Commission approval of the ministerial re-appointment of Dan Garaguso Jr. as the fifth member of the Fire Pension Board.

7.H CHANGE ORDER NO. 2 WITH GOMEZ CONSTRUCTION AND AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT

Approval of Change Order No. 2 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$27,167.00.

7.I APPROVAL TO PURCHASE CHEMICALS USING THE LAKE COUNTY AGRICULTURAL CHEMICALS CONTRACT (NO. 21-0705A) WITH HELENA AGRI ENTERPRISES, LLC

Authorization to execute the agreement between Helena Agri Enterprises, LLC and the City of Kissimmee to allow piggyback purchasing from the Lake County Contract No. 21-0705A.

7.J FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN LALA & LOLO, LLC AND THE CITY OF KISSIMMEE FOR CONCESSION SERVICES AT RUBY PLAZA CAFE

Approval of the First Amendment to the Concession Agreement between Lala & Lolo, LLC and the City of Kissimmee for concession services at Ruby Plaza Cafe and the City of Kissimmee

7.K CONTRACT RENEWAL FOR INTERNET SERVICE PROVIDER - SUMMIT BROADBAND

Approval to renew a three-year contract with Summit Broadband to provide dedicated Internet Access in an amount not to exceed \$59,400. This item is budgeted and will be funded in the Central Services Fund.

7.L FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN KISSIMMEE MARINA BY LAKE TOHO, LLC AND THE CITY OF KISSIMMEE FOR BAIT, TACKLE, AND CONCESSION SERVICES AT BIG TOHO MARINA

Approval of the First Amendment to the Concession Agreement between Kissimmee Marina by Lake Toho, LLC and the City of Kissimmee

7.M CITY OF KISSIMMEE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND RESOLUTION

Approval of the Americans with Disabilities Act (ADA) Transition Plan and Resolution update.

7.N FEDERAL AVIATION ADMINISTRATION AIRPORT RESCUE GRANT PROGRAM

Approval to accept a Federal Aviation Administration (FAA) Airport Rescue Plan Act (ARPA) Airport Grant Agreement of \$148,000.00 for COVID-19 Public Health Emergency for the Kissimmee Gateway Airport.

7.O APPROVAL TO ADJUST THE FISCAL YEAR 2020-2021 BUDGET

Approval to adjust the budget for fiscal year 2020-2021 due to line-item variances in certain department budgets.

8. DISCUSSION ITEMS

8.A AMENDED LEGISLATIVE PRIORITIES 2022

Approval to add Commercial Solid Waste Expansion to the previously approved Legislative Priorities list.

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
SWEARING IN FOR NEW POLICE OFFICERS (PRE-RECORDED)

Request

Swearing in and administering of oath for new hires not previously sworn in during the COVID-19 Pandemic.

Explanation

New Police Officers have been hired as employees by the City of Kissimmee Police Department. Having the Officers sworn in at City Commission meetings serves as a formal introduction to the Mayor, City Commissioners, the citizens, and the community. The procedure of swearing in new Officers instills formality and professionalism at the start of their careers with the City of Kissimmee. Due to the COVID-19 Pandemic, there has been an inability to conduct this ceremony in the presence of the Commission. With the permission of the City Manager's office, the Police Department recorded a swearing-in ceremony at the Civic Center that we request to play during the next Commission meeting.

The new Officers sworn in:

Glorihec Dominicci
Andres Reyes Aponte
Anthony Shaffer
Raul Vazquez
Briana Wilborn
Jajuan Willis

Department: Police
Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 3.B

CHIEF'S SPECIAL AWARD RECOGNIZING THE COMMUNITY RECOMMENDATION PANEL

Request

Chief Jeffrey O'Dell will present the Chief's Special Award for the Community Recommendation Panel.

Explanation

The Kissimmee Police Department and the City Attorney's Office developed a new City Policy and City Ordinance establishing a Citizens Police Review Board. Both were approved and adopted by the City Commission on June 1, 2021. To ensure there was no agency influence on the selection of the Citizens Review Board Members, Chief O'Dell enlisted the services of a Community Review Panel dedicated to making the Board Member recommendations to City Commission for approval. The City would like to express our gratitude for their continued support of the Kissimmee Police Department and for their invaluable service in selecting the Board Members for our first Citizens Police Review Board

The Community Recommendation Panel members are:

Deloris McMillon
Kelly Trace
Asma Patel
Jackie Espinosa
Tahitiana Chaffin

Department: Police
Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 4.A

**PUBLIC HEARING - FIRST READING - POLICE OFFICERS' RETIREMENT PLAN AMENDMENT:
AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD**

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the first reading of the proposed ordinance for the Police Retirement Plan.

Explanation

This proposed ordinance amends Section 30-225, Deferred Retirement Option Plan (DROP) regarding the period of participation. The proposed ordinance removes the participation restriction so that a member may participate up to 60 months in the DROP, regardless of when the member becomes eligible for normal retirement or the member's age. Currently, members who choose to participate in the DROP program must do so within five years of reaching normal retirement or by age 55.

The Police Pension Board of Trustees recommends adoption of this proposed ordinance, which has been drafted by the plan's attorney. The plan's actuary has studied this proposal and has determined that there is no budget impact or cost associated with the adoption of the proposed ordinance.

Recommendation

Staff recommends approval of the first reading of proposed ordinance 21-14 to amend the Drop participation period for the Police Retirement Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

1. Police proposed Ordinance 21-14
2. No impact statement Police Drop participation proposed ord 21-14
3. MOU POLICE Proposed Ord 21-14 Change in Drop Entry Date for Sergeants
4. MOU POLICE Proposed Ord 21-14 Change in Drop Entry Date for Police Officers

PROPOSED ORDINANCE NO. ____
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-225, Deferred Retirement Option Plan (DROP), subsection (b)(3), to read as follows:

* * * * *

- (3) *Period of participation* . A member who elects to participate in the DROP under subsection (b)(2) of this section, shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. ~~In no event, however, may a member participate in the DROP beyond the date which is five years from the date on which the member first becomes eligible for normal retirement, or age 55, whichever is later.~~ An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. An election to participate in the DROP shall not constitute a change in the participant's right to continued employment. Any retiree who has retired under normal retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

* * * * *

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

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

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

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

Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion of the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, Mayor-Commissioner declared said Ordinance duly passed and adopted the ____ day of _____, 2021.

Mayor-Commissioner

ATTEST:

City Clerk



August 23, 2021

VIA EMAIL

Board of Trustees
City of Kissimmee
101 North Church Street
Kissimmee, FL 34741-5013

Re: City of Kissimmee
Municipal Police Officers' Retirement Plan

Dear Board:

In response to Scott Christiansen's letter dated June 2, 2021, we have reviewed the proposed Ordinance (identified on page 2 as "dm/kiss/pol/06-02-21.ord") removing a restriction on DROP participation so that the maximum DROP participation period is 60 months, regardless of when the member becomes eligible for normal retirement or the member's age.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

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

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

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas H. Lozen'.

Douglas H. Lozen, EA, MAAA

cc: Scott R. Christiansen, Board Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC**

WHEREAS, the City of Kissimmee, Florida (City) and the Florida Police Benevolent Association, (Sergeants Unit, Cert #1356), hereinafter PBA, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2021, to September 30, 2024 which was ratified by the City Commission on August 3, 2021; and

WHEREAS, on September 28, 2021, the State of Florida Public Employees Relation Commission (PERC) revoked Certificate number 1356, previously issued to the PBA and issued Certification number 2011 to the Florida State Lodge, Fraternal Order of Police, Inc., hereinafter (FOP) as the exclusive bargaining representative for all full time Police Sergeants, except the Professional Standards (Internal Affairs) Sergeant, employed by the City of Kissimmee; and

WHEREAS, During the September 14, 2021 Police Pension Board meeting, the Board of Trustees recommended a change to the Deferred Retirement Option Plan (Drop) ordinance to be brought to the City of Kissimmee Commission for approval; and

WHEREAS, the parties agree that it is in the best interest of the members for the City to move forward with advertising and adopting an ordinance that would implement these plan changes immediately, rather than waiting for the next labor negotiations session in 2022.

NOW THEREFORE the FOP and the City of Kissimmee, mutually agree as follows:

1. *Recitals.* The above recitals are true and correct and incorporated herein by reference.
2. Police Officers Retirement Plan, of the Code of Ordinance of the City of Kissimmee proposed changes shall be as follows:

Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-225, Deferred Retirement Option Plan (DROP), subsection (b)(3), to read as follows:

(3) Period of participation. A member who elects to participate in the DROP under subsection (b)(2) of this section, shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. ~~In no event, however, may a member participate in the DROP beyond the date which is five years from the date on which the member first becomes eligible for normal retirement, or age 55, whichever is later.~~ An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. An election to participate in the DROP shall not constitute a change in the participant's right to continued employment. Any retiree who has retired under normal retirement who did

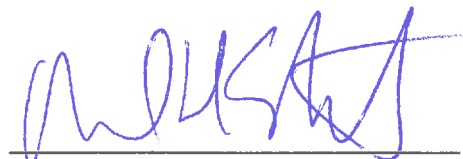
not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

4. *Effective Date.* The parties agree that the City may proceed with implementing the retirement plan changes effective upon adoption of the ordinance by the City of Kissimmee City Commission.

IN WITNESS WHEREOF, the parties hereto agree to and

Signed this 4th day of November, 2021.

FOR THE CITY:



Mike Steigerwald, City Manager

FOR THE UNION:



Ned Golden, for FOP

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC**

WHEREAS, the City of Kissimmee, Florida (City) and the Florida State Lodge Fraternal Order of Police (Police Officers, Corporals, and Detectives Unit, Cert #1937), hereinafter FOP, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2021, to September 30, 2024 which was ratified by the City Commission on September 14, 2021; and

WHEREAS, During the September 14, 2021 Police Pension Board meeting, the Board of Trustees recommended a change to the Deferred Retirement Option Plan (Drop) ordinance to be brought to the City of Kissimmee Commission for approval; and

WHEREAS, the parties agree that it is in the best interest of the members for the City to move forward with advertising and adopting an ordinance that would implement these plan changes immediately, rather than waiting for the next labor negotiations session in 2022.

NOW THEREFORE the FOP and the City of Kissimmee, mutually agree as follows:

1. *Recitals.* The above recitals are true and correct and incorporated herein by reference.
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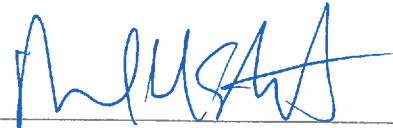
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4. *Effective Date.* The parties agree that the City may proceed with implementing the retirement plan changes effective upon adoption of the ordinance by the City of Kissimmee City Commission.

IN WITNESS WHEREOF, the parties hereto agree to and

Signed this 28th day of October, 2021.

FOR THE CITY:


Mike Steigerwald, City Manager

FOR THE UNION:


Ned Golden, for FOP

ITEM 5.A

PUBLIC HEARING - ADOPTION OF RESOLUTION TO AMEND THE CITY'S FY 2020-2021 OPERATING BUDGET

Request

Approval to adopt a resolution amending the City's operating budget for 2020-2021.

Explanation

As detailed in the attached spreadsheet, the City received additional revenues from grants, donations, lines of credit, etc. that resulted in an overall increase of \$5,818,413 in the City's operating budget for FY 2020-2021. According to Florida Statute Section 166.214(4)(c), all budget adjustments that result in a change in total budget appropriations must be approved in the same manner as the original, adopted budget. Therefore, staff has compiled a schedule of all adjustments that have resulted in a change in the overall total budget.

Public notice of this hearing was given via an advertisement placed in the newspaper on November 14, 2021. Once approved, staff will adjust the final budget for FY 2020-2021 to reflect the changes included in Exhibit 1.

Recommendation

Staff recommends the Public Hearing be held and that the Commission adopt the Resolution to amend the City's overall budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Tavia Conner

Attachment(s):

1. Resolution for Final Budget Amendment FY 2021
2. Budget Adjustment Recap Year End FY21

**CITY OF KISSIMMEE, FLORIDA
RESOLUTION NO. -2021**

**A RESOLUTION AMENDING THE FINAL
BUDGET FOR FISCAL YEAR 2020-2021
INCREASING THE TOTAL APPROPRIATIONS
FROM SOURCES OTHER THAN AD VALOREM
TAXES.**

WHEREAS, Pursuant to Florida Statute Section 200.065, the City Commission of the City of Kissimmee, Florida adopted a final budget for fiscal year 2020-2021 on September 22, 2020, and

WHEREAS, Florida Statute Section 166.241(4)(c) requires that any amendments to the final budget that changes total appropriations must be adopted in the same manner as the original budget throughout the year but, no later than 60 days following the end of the fiscal year to be amended, and

WHEREAS, the City Commission duly noticed and held a public hearing on the budget amendment, and

WHEREAS, throughout fiscal year 2020-2021, the City received additional appropriations from sources other than ad valorem taxes, outlined in Exhibit 1 attached hereto, such as grants, donations, gifts, etc., and

WHEREAS, the City Commission wishes to accept these appropriations from other sources and amend its 2020-2021 budget to reflect the same,

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

SECTION 1. The City Commission of the City of Kissimmee, Florida hereby accepts the additional appropriations listed in Exhibit 1 attached and incorporated herein, offered from other sources; and declares that these additional appropriations be added to the final budget for fiscal year 2020-2021 and the budget instrument be amended to reflect the same.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 16th day of November 2021.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

NOTICE OF BUDGET HEARING

The City of Kissimmee is adopting budget adjustments for FY 2020-2021. A public hearing to approve all adjustments will be held on

Tuesday, November 16, 2021 at 6:00 P.M.

City Hall, Commission Chambers

101 Church Street, Kissimmee, FL 34741

Budget Adjustments - All Funds

Fiscal Year Ending September 30, 2021

Fund/Description	Amount	Funding Source	Fund/Description	Amount	Funding Source
Mark Durbin Memorial Scholarship	\$ 5,000	Commission Contingency Reserves	Repayment of Property Loans	\$ 57,192	Sale of Property
Overtime Expenses	\$ 36,291	High Intensity Drug Trafficking Area Task Force	Total 2020 State Housing Initiative Partnership Grant Fund (1274)	\$ 57,192	
Bulletproof Vest	\$ 7,860	Federal Grant			
Emergency Medical Services Equipment	\$ 27,028	County Grant	Covid-19 Assistance Programs	\$ 1,014,518	State Grant
Police Department Equipment	\$ 34,651	Federal Grant	Total Cares Act Corona Virus Strategy II (1280)	\$ 1,014,518	
Total General Fund (0001)	\$ 110,830				
Shop with a Cop	\$ 9,500	Walmart	Debt Service	\$ 1,008	Transfer from Gas Tax Fund
Donation	\$ 3,000	Individual Citizen	Debt Service	\$ 4,700	Transfer from CRA Fund
Total Other Police Revenues (0015)	\$ 12,500		Debt Service	\$ 11,077	Transfer from Sales Tax Fund
			Total 2021 Debt Service Fund (258)	\$ 16,785	
Revisions to Annual Action Plan	\$ (111)	Federal Grant	Toho Valencia Trail II	\$ 35,712	Transfer from General Fund
Total Community Development Block Grant 2020 (1013)	\$ (111)		Total Toho Valencia Trail II (1300)	\$ 35,712	
Infrastructure Project	\$ 93,980	Transfer from Sales Tax Fund	Lancaster Ranch Park	\$ 400,000	State Grant
Total Local Option Gas Tax Fund (1104)	\$ 93,980		Total FCT Parks and Open Space Florida Forever Program (1307)	\$ 400,000	
Victims of Crime Advocate Salary and Benefits	\$ 85,253	State Grant	Traffic Signal Project	\$ 78,328	Private Developer
Total Victims of Crime Act Grant Fund (1134)	\$ 85,253		Total 2016 Revenue Bond (3355)	\$ 78,328	
Shingle Creek Trail Project	\$ 65,109	State Grant	Auxiliary Weather Station	\$ 300,000	State Grant
Shingle Creek Trail Project	\$ 205,813	State Grant	Auxiliary Weather Station	\$ 43,000	Transfer from Airport Reserves
Total Shingle Creek Regional TR SEQ 2 (1145)	\$ 270,922		Airport Improvement Program Plan	\$ 466,204	Federal Grant
			Airport Security Improvements	\$ 14,273	State Grant
			Airfield Electrical Vault	\$ 240	Transfer from Airport Reserves
Interest Income	\$ 17,794	Interest Earnings	Airport Security Improvements	\$ 84,256	Transfer from Airport Operations
Total Pavement Assessment Fund (108)	\$ 17,794		Airport Security Improvements	\$ 337,024	State Grant
			Total Airport Agreements (4418)	\$ 1,244,997	
Safety Program	\$ 14,465	State Program	Purchase of Aircraft Hangar	\$ 1,130,422	Transfer from General Fund
Total FL High Visibility Enforcement safety Program Fund (151)	\$ 14,465		Purchase of Aircraft Hangar	\$ 459,578	Transfer from General Fund
			Airfield Pavement Markings	\$ 120,000	State Grant
Infrastructure Improvements	\$ 278,000	Transfers from Reserves	Coronavirus Response Grant	\$ 91,162	Federal Grant
Total Charter School Fund (1173)	\$ 278,000		Clean Up of Former Training Range	\$ 34,636	Transfer from General Fund
			Advertising	\$ 15,000	Experience Kissimmee
Emory Canal Trail North	\$ 26,850	Transfer from Sales Tax Fund	Internship Program	\$ 4,000	Florida Airports Council Grant
Emory Canal Trail North	\$ 19,082	Toho Water Authority	Total Airport Operations Fund (4461)	\$ 1,854,798	
Total Emory Canal Trail North (1201)	\$ 45,932				
Shingle Creek Regional Trail Ph 2B Weston Reserve	\$ 161,649	Transfer from Recreation Impact Fee	Purchase of Equipment	\$ 24,950	Transfer from Sales Tax Fund
Total Shingle Creek Trail PH 2B Weston Reserve (1211)	\$ 161,649		Total Central Services Fund (5560)	\$ 24,950	
Reallocation of Funds	\$ (81)	State Grant			
Total Home Investment Partnership Program 2020 (1255)	\$ (81)		Total City Budget Adjustment	\$ 5,818,413	

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission Approval of the November 2, 2021, Commission Minutes.

Explanation

Minutes of the Commission meeting held on November 2, 2021, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Commission Minutes - November 2 2021



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, NOVEMBER 2, 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 PROCLAMATION - MOBILITY WEEK 2021

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

City Manager Steigerwald read a proclamation in honor of Mobility Week 2021 as the Mayor and Commissioners presented the proclamation to Libertad Acosta-Anderson.

Ms. Acosta-Anderson thanked the Commission and informed the audience of the Mobility Week Bike Challenge and provided Mobilityweekfl.com and contact@mobilityweekfl.com for more information.

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.

City Manager Steigerwald reviewed the attributes of Fire Inspector Harmony Bohannon and her contributions to improving fire code inspection techniques, bi-lingual training on fire extinguishers, and advanced communications with citizens to enhance scheduling of Business Tax Receipt (BTR) inspections. The selection of Employee of the Month is made by a committee of peers and there is no greater honor.

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.

City Manager Steigerwald read the names of all employees receiving service awards and presented awards to the following employees who were present: Benjamin Burnett (5 years), Erika Castellucci (15 years), Desiree Matthews (20 years), Douglas Etheredge (25 years), Craig Putriment (25 years), Peggy Sousa (30 years).

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

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 Castano seconded the motion.

Motion carried 5 - 0.

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.

Samia Singleton, Development Services, introduced Diana Marrero-Pinto, Executive Director of Kissimmee Main Street and turned the presentation over to her.

Ms. Marrero-Pinto provided the Commission with a review of their activities for the previous year.

******CITY COMMISSION MEETING RECESSED AS THE CITY COMMISSION AND RECONVENED AS 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 Fiscal Year 2021-2022.

Samia Singleton, CRA Manager, discussed Kissimmee Main Street and requested approval of their FY2021-2022.

In response to Mayor Gonzalez's question, City Manager Steigerwald stated no other non-profits received an increase.

Commissioner Alvarez made a motion to approve. Commissioner Fisher seconded the motion for discussion.

AYE: CRA Commissioner Fisher, CRA Commissioner Ortiz, CRA Commissioner Alvarez, Commissioner Castano

NAY: CRA Chairwomen Gonzalez

Motion Passed 4 – 1.

***** CITY COMMISSION IS ADJOURNED AS THE CRA BOARD AND RECONVENED 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.

Craig Holland, Development Services Director, reviewed the General Fund portion of the services agreement for Fiscal Year 2021-2022. Staff recommends funds in the amount of \$119,734 be provided for salaries for two (2) Main Street employees. This includes an increase of \$4,734 for raises for two (2) employees.

Commissioner Fisher made a motion to approve. Commissioner Ortiz seconded the motion.

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

NAY: None

Motion Passed 5 - 0.

8.D 2022 CITY COMMISSION MEETING CALENDAR

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

City Manager Steigerwald provided suggested dates for Commission meetings and events and provided details of changes to the calendar. The Budget Workshop in July has been moved to a Tuesday afternoon instead of a Friday morning due to schedule conflicts.

Commissioner Fisher made a motion to approve the 2022 Commission Meeting Calendar. 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

CITY MANAGER STEIGERWALD

City Manager Steigerwald mentioned the upcoming Lakefront Park ribbon cuttings for Concessions at Ruby Plaza and the Marina on Thursday morning.

He also reminded the Commission of the Orlando Japan Festival on November 7, 2021, and the Veteran's Day Parade in downtown Kissimmee on November 13, 2021.

City Manager Steigerwald updated the Commission on the RFP Committee that met this afternoon; they have requested an opportunity to speak and have individual presentations from

each of the three (3) bidders. The Committee recommendation is tentatively expected to come back to the Commission in December.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Nothing.

COMMISSIONER ORTIZ

Nothing.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER FISHER

Commissioner Fisher reminded everyone to be mindful of Veteran's Day and fly a flag and participate in the parade in memory of all the Veteran's who served for our freedom.

MAYOR GONZALEZ

Nothing.

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

ITEM 7.B**CHANGE ORDER NO. 3, TO ADJUST THE CONTRACT PRICE WITH SOUTHERN DEVELOPMENT AND CONSTRUCTION, INC. FOR THE CHURCH STREET IMPROVEMENT PROJECT CLOSEOUT****Request**

Approval of deductive Change Order No. 3 for the Church Street Improvement project to decrease the contract total, in the amount of \$9,832.79, due to scope reduction for project closeout.

Explanation

On January 5, 2021, the City Commission awarded the Church Street Improvement Project to Southern Development and Construction, Inc. for \$698,777.00. Since that time, the project has been successfully completed.

Previous changes to the project adjusted the cost to \$770,600.72. This Change Order No. 3 decreases the contract to address the scope reduction and change as well as reconciles all the materials used and will closeout this project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206 506393	ST2021	Decrease	\$9,832.79	

Financial Summary:

The amount of the change order will be liquidated from the Southern Development and Construction, Inc. purchase order for this project thus freeing up monies that were originally encumbered.

Recommendation

Staff recommends City Commission approval for Change Order No. 3 to decrease the contract amount by \$ 9,832.79 which will closeout the Church Street Improvement Project

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Church St Improvement Project Change Order No. 3 (Revised Scanned)
2. Overrun/Underrun Request for Funds (Revised Scanned)

SECTION 0930
CITY OF KISSIMMEE
CHANGEORDERFORM
(This Form Must Be Used)
CHANGE ORDER NO.: 03
#IBF2021-002
Church Street Improvements
CHANGE ORDER DATE: 9/1/2021

DATE: 10/10/2021CONTRACTOR: Southern Development and ConstructionCONTRACT DATE: 1-05-2021

OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. The City of Kissimmee requested RFC #008, Dakin Ave. Utility Conflicts, from Southern Development and Construction, to provide an estimate to the City of Kissimmee that consisted of removing a thirty-inch (30") duck bank and the crew downtime for this conflict.
2. The City of Kissimmee requested RFC #009, Neptune Road MOT and Asphalt, from Southern Development and Construction, to provide an estimate to the City of Kissimmee for the additional personnel, equipment, subcontractors, and remobilization, for the milling and paving operation at Neptune Road.
3. The Contractor requested, and the City approved, the additional two shifts of MOT for RFC #009 that were required to perform the work.
4. The Contractor requested, and the City approved the additional time, twenty-five (25) days, to perform the work.
5. During the construction of the City of Kissimmee Church Street Improvement project, the engineer of record and the local agency determined the need and approved minor overruns/underruns of existing pay items to make the project functionally operational in accordance with the intent of the original contract.

NotValidUntilSignedByAllPartiesListedHereinBelow

ORIGINAL CONTRACT PRICE..... \$ 698,777.00

CURRENT CONTRACT PRICE ADJUSTED by previous

CHANGE ORDER \$ 770,600.72

The CONTRACT PRICE due to this CHANGE ORDER will

Increase/decrease by \$ -(9,832.79)

The new CONTRACT PRICE including this CHANGE

ORDER will be..... \$ 760,767.93ORIGINAL CONTRACT TIME 189 days

The new CONTRACT TIME due to this CHANGE ORDER

will increase/decrease by 25 days

The new CONTRACT TIME including this CHANGE

ORDER will be..... 214 daysThe date for CONTRACTUALLY COMPLETE of all
WORK as of the date of this CHANGEORDER will be..... 10-1-2021

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Change Order Requested by: City of Kissimmee

RECOMMENDED BY:

Randal Stagg
Owner's Authorized Representative
BY: DRMP

Signature: Randal Stagg
TITLE: Project Administrator

DATE: 10/10/2021

ACCEPTED BY:

THOMAS McNAMARA
Contractor
BY: Southern Development & Const.

Signature: [Signature]
TITLE: President

DATE: 10-29-21

APPROVED BY:

CITY OF KISSIMMEE, FLORIDA
Owner Robert Tanaka
BY: Masiku
Digitally signed by Robert Tanaka Masiku
Date: 2021.11.08 13:04:36 -05'00'

Signature
TITLE: Engineering Manager

DATE: 11/08/2021

BY: _____

Signature
BY: Mayor

DATE: _____

BY: _____

Signature
BY: City Attorney

DATE: _____

OVERRUN/UNDERRUN REQUEST FOR FUNDS

(Note: If this is a FAP contract and you have NFAP and FAP pay items, please use the appropriate worksheet. The total will show on FAP worksheet.)

UPDATED 10/19/21

FINAL

FIN:	N/A
Contract:	Church Street Improvements

County:	Osceola
FAP No.:	N/A

Overrun

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT MEASURE	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	EXPLANATION
327-70-5	Milling Exist. Asphalt 2" Avg	9,893.600	10,399.95	SY	506.3500	\$2.25	\$1,139.29	Jason's Quantities

SUBTOTAL: \$1,139.29

Underrun

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT MEASURE	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	EXPLANATION
630-2-11	Superpave Asphalt	1,468.300	1,239.520	TN	(228.78)	\$95.00	(\$21,734.10)	Jason's Quantities (included 13 Tons waste)
425-2-71	Manholes J-7 < 10'	1.00	0.00	EA	(1.00)	\$5,100.00	(\$5,100.00)	Work not performed (Toho adjust water line)
425-5	Manhole Adjust	9.00	8.00	EA	(1.00)	\$800.00	(\$800.00)	Work not performed
425-6	Valve, Boxes, Adjust	18.00	15.00	EA	(3.00)	\$500.00	(\$1,500.00)	Work not performed
425-5-1	Manhole Adjust Utilities	10.000	0.000	EA	(10.00)	\$800.00	(\$8,000.00)	Work not performed

SUBTOTAL: (\$37,134.10)

TOTAL FAP FUNDS: (\$35,994.81)

TOTAL NFAP FUNDS: \$0.00

RFC

RFC #008	Dakin Ave Utility Conflicts						\$ 7,640.32	
RFC #009	Neptune MOT & Asphalt						\$ 18,521.70	

SUBTOTAL: \$ 26,162.02

TOTAL FUNDS REQUESTED: (\$9,832.79)

ITEM 7.C**AUTHORIZATION TO ACCEPT FY2021 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE PROGRAMS****Request**

The Police Department requests the Commission's acceptance of the Fiscal Year 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice Office of Justice Programs.

Explanation

The Police Department applied for funding from the FY2021 Bulletproof Vest Partnership Grant. On October 14, 2021, the City was notified that the Office of Justice Programs approved the application for funding and was awarded \$12,390. These funds will be allocated for the partial funding of bulletproof vests as outlined in the grant application. The balance of the money needed for the remainder of the bulletproof vests will come from the department's General Fund.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100331 331100		Increase	\$12,390	
00130303 505257		Increase	\$12,390	

Financial Summary:

If the grant funding listed above does not cover the full cost of the bulletproof vest replacements for FY2021, additional monies will be appropriated from the Police Department's uniform budget.

Recommendation

Staff recommends the acceptance of the FY2021 Bulletproof Vest Partnership Grant for \$12,390, and approval to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter:

Attachment(s):

1. FY 2021 Bullet Proof Vest Grant Awards

2. Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement 10.14.21

FY 2021 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
AK	ALASKA	\$21,627.16
AK	ANCHORAGE MUNICIPALITY	\$23,187.61
AK	DILLINGHAM CITY	\$903.50
AK	FAIRBANKS CITY	\$6,000.00
AK	JUNEAU CITY AND BOROUGH	\$6,183.00
AK	KENAI CITY	\$2,314.75
AK	NORTH SLOPE BOROUGH	\$8,736.00
AK	PALMER CITY	\$5,154.50
AK	PETERSBURG CITY	\$2,180.50
AK	SITKA CITY AND BOROUGH	\$2,312.50
AK	SOLDOTNA CITY	\$2,287.50
	Totals for AK(11 Jurisdictions):	\$80,887.02
AL	ALABAMA	\$38,288.25
AL	ALABASTER CITY	\$3,673.26
AL	ALBERTVILLE CITY	\$2,220.00
AL	ANDALUSIA CITY	\$2,275.00
AL	ANNISTON CITY	\$4,581.50
AL	ATHENS CITY	\$2,250.00
AL	AUBURN CITY	\$4,093.13
AL	AUTAUGA COUNTY	\$6,090.00
AL	BARBOUR COUNTY	\$6,452.50
AL	BESSEMER CITY	\$8,487.50
AL	BIRMINGHAM CITY	\$11,109.98
AL	CALERA CITY	\$3,900.00
AL	COTTONWOOD TOWN	\$437.50
AL	CREOLA TOWN	\$3,298.50
AL	CULLMAN COUNTY	\$2,975.00
AL	DE KALB COUNTY	\$6,168.00
AL	DECATUR CITY	\$14,651.00
AL	DEMOPOLIS CITY	\$3,641.00
AL	ENTERPRISE CITY	\$3,749.95
AL	FAIRHOPE CITY	\$1,755.00
AL	FLORENCE CITY	\$13,061.00
AL	FOLEY CITY	\$5,107.50
AL	GARDENDALE CITY	\$2,362.50
AL	HALEYVILLE CITY	\$2,600.00
AL	HARTFORD CITY	\$2,277.00
AL	HEADLAND CITY	\$2,992.50
AL	HENRY COUNTY	\$2,217.50
AL	HOOVER CITY	\$17,458.93
AL	HUEYTOWN CITY	\$2,850.00
AL	IRONDALE CITY	\$3,399.50
AL	JACKSON CITY	\$1,747.50
AL	JASPER CITY	\$11,075.00

AL	LEE COUNTY	\$1,863.27
AL	LOWNDES COUNTY	\$11,224.50
AL	MADISON COUNTY	\$4,599.88
AL	MIDFIELD CITY	\$1,912.50
AL	MOBILE CITY	\$1,028.78
AL	MOBILE COUNTY	\$7,622.53
AL	MONTGOMERY COUNTY	\$7,569.51
AL	MORGAN COUNTY	\$2,208.61
AL	MOUNTAIN BROOK CITY	\$3,600.00
AL	NORTHPORT CITY	\$5,592.00
AL	OPELIKA CITY	\$9,105.00
AL	ORANGE BEACH CITY	\$17,087.72
AL	PELHAM CITY	\$10,275.00
AL	PELL CITY	\$2,400.00
AL	PHENIX CITY	\$7,735.00
AL	PRATTVILLE CITY	\$4,492.50
AL	RAINBOW CITY	\$3,157.00
AL	RAINSVILLE CITY	\$2,875.50
AL	RIVER FALLS TOWN	\$2,246.50
AL	ROBERTSDALE CITY	\$6,000.00
AL	RUSSELLVILLE CITY	\$2,029.50
AL	SARALAND CITY	\$4,927.00
AL	SCOTTSBORO CITY	\$3,915.00
AL	SPANISH FORT CITY	\$2,537.00
AL	TALLAPOOSA COUNTY	\$2,436.00
AL	TALLASSEE CITY	\$800.00
AL	THOMASVILLE CITY	\$4,974.00
AL	TROY CITY	\$6,198.90
AL	TRUSSVILLE CITY	\$3,495.00
AL	TUSCALOOSA CITY	\$1,961.94
AL	TUSCUMBIA CITY	\$4,350.00
AL	VESTAVIA HILLS CITY	\$12,104.50
AL	WETUMPKA CITY	\$2,835.00
	Totals for AL(65 Jurisdictions):	\$362,405.64
AR	ALMA CITY	\$2,028.16
AR	ARKANSAS	\$10,463.52
AR	AUSTIN TOWN	\$2,346.47
AR	BENTON CITY	\$11,780.56
AR	BENTON COUNTY	\$16,534.65
AR	BERRYVILLE CITY	\$1,300.95
AR	CABOT CITY	\$2,357.06
AR	CAMMACK VILLAGE CITY	\$950.00
AR	CLEBURNE COUNTY	\$643.83
AR	CROSS COUNTY	\$4,684.49
AR	DARDANELLE CITY	\$2,392.78
AR	FAYETTEVILLE CITY	\$11,999.70
AR	FORT SMITH CITY	\$12,258.54

AR	GARLAND COUNTY	\$10,400.00
AR	GENTRY CITY	\$1,502.65
AR	GRAVETTE CITY	\$2,288.25
AR	HEBER SPRINGS CITY	\$3,673.00
AR	HOPE CITY	\$3,151.50
AR	HOT SPRINGS CITY	\$20,183.00
AR	INDEPENDENCE COUNTY	\$9,893.88
AR	JACKSONVILLE CITY	\$8,379.79
AR	JONESBORO CITY	\$46,075.00
AR	LAFAYETTE COUNTY	\$926.53
AR	LOGAN COUNTY	\$1,525.00
AR	MAGNOLIA CITY	\$2,663.16
AR	MAUMELLE CITY	\$4,074.42
AR	MAYFLOWER CITY	\$4,945.50
AR	MILLER COUNTY	\$1,982.88
AR	MISSISSIPPI COUNTY	\$17,570.50
AR	MOUNTAIN HOME CITY	\$3,666.60
AR	MOUNTAIN VIEW CITY	\$296.71
AR	OZARK CITY	\$1,554.43
AR	PIGGOTT CITY	\$2,062.50
AR	PIKE COUNTY	\$2,815.00
AR	POCAHONTAS CITY	\$1,248.30
AR	POLK COUNTY	\$486.78
AR	ROGERS CITY	\$2,400.00
AR	RUSSELVILLE CITY	\$11,745.64
AR	SEARCY CITY	\$4,181.46
AR	SHERWOOD CITY	\$19,396.25
AR	SPRINGDALE CITY	\$19,057.50
AR	TEXARKANA CITY	\$7,229.61
AR	TONTITOWN CITY	\$2,958.00
AR	VAN BUREN CITY	\$6,215.76
AR	WALDRON CITY	\$2,970.00
AR	WEST MEMPHIS CITY	\$17,720.00
AR	WHITE HALL CITY	\$465.32
AR	WYNNE CITY	\$1,525.00
	Totals for AR(48 Jurisdictions):	\$326,970.63
AZ	APACHE COUNTY	\$8,169.94
AZ	APACHE JUNCTION CITY	\$8,391.00
AZ	ARIZONA	\$61,325.94
AZ	AVONDALE CITY	\$11,100.00
AZ	BISBEE CITY	\$2,825.92
AZ	BUCKEYE TOWN	\$12,500.00
AZ	BULLHEAD CITY	\$3,500.00
AZ	CASA GRANDE CITY	\$5,446.00
AZ	CHANDLER CITY	\$15,368.67
AZ	CLIFTON TOWN	\$1,106.61
AZ	EAGAR TOWN	\$827.45

AZ	EL MIRAGE CITY	\$10,389.83
AZ	FLAGSTAFF CITY	\$14,708.85
AZ	FLORENCE TOWN	\$3,404.98
AZ	GLENDALE CITY	\$4,130.39
AZ	GRAHAM COUNTY	\$1,370.17
AZ	KINGMAN CITY	\$3,600.00
AZ	LA PAZ COUNTY	\$7,080.00
AZ	MARANA TOWN	\$3,784.95
AZ	MOHAVE COUNTY	\$5,168.49
AZ	NOGALES CITY	\$20,000.00
AZ	ORO VALLEY TOWN	\$4,259.89
AZ	PAGE CITY	\$3,703.15
AZ	PARKER TOWN	\$1,309.35
AZ	PAYSON TOWN	\$4,230.00
AZ	PEORIA CITY	\$13,988.91
AZ	PINETOP-LAKESIDE TOWN	\$1,509.43
AZ	PRESCOTT CITY	\$7,924.44
AZ	PRESCOTT VALLEY TOWN	\$8,300.00
AZ	SAFFORD CITY	\$4,876.61
AZ	SAHUARITA TOWN	\$11,941.35
AZ	SANTA CRUZ COUNTY	\$7,401.53
AZ	SHOW LOW CITY	\$9,492.08
AZ	SIERRA VISTA CITY	\$8,800.00
AZ	ST JOHNS CITY	\$2,332.23
AZ	SURPRISE CITY	\$1,223.82
AZ	WICKENBURG TOWN	\$2,782.97
AZ	WILLIAMS CITY	\$3,550.00
AZ	YAVAPAI APACHE NATION	\$7,045.53
AZ	YUMA CITY	\$30,816.11
	Totals for AZ(40 Jurisdictions):	\$339,686.59
CA	ALAMEDA CITY	\$18,807.27
CA	ALAMEDA COUNTY	\$100,620.79
CA	ALBANY CITY	\$2,256.38
CA	AMADOR COUNTY	\$13,154.00
CA	ANDERSON CITY	\$867.39
CA	ANGELS CITY	\$730.00
CA	ANTIOCH CITY	\$6,596.74
CA	ARCADIA CITY	\$5,962.15
CA	ARCATA CITY	\$2,250.00
CA	ARROYO GRANDE CITY	\$6,535.00
CA	AZUSA CITY	\$8,530.50
CA	BANNING CITY	\$3,223.36
CA	BARSTOW CITY	\$3,060.12
CA	BEAUMONT CITY	\$3,785.45
CA	BELL GARDENS CITY	\$8,530.00
CA	BELLFLOWER CITY	\$8,207.01
CA	BELMONT CITY	\$2,433.96

CA	BEVERLY HILLS CITY	\$7,045.68
CA	BISHOP CITY	\$2,612.57
CA	BLYTHE CITY	\$4,338.99
CA	BREA CITY	\$4,209.00
CA	BRENTWOOD CITY	\$3,640.18
CA	BRISBANE CITY	\$411.54
CA	BUENA PARK CITY	\$7,848.16
CA	BURLINGAME CITY	\$3,300.50
CA	CALAVERAS COUNTY	\$16,542.23
CA	CALIFORNIA	\$1,338,788.37
CA	CALIFORNIA CITY	\$918.20
CA	CATHEDRAL CITY	\$3,000.00
CA	CERES CITY	\$8,819.27
CA	CHINO CITY	\$8,841.30
CA	CHOWCHILLA CITY	\$3,963.31
CA	CHULA VISTA CITY	\$13,458.54
CA	CITRUS HEIGHTS CITY	\$13,414.88
CA	CLAREMONT CITY	\$4,164.19
CA	CLAYTON CITY	\$3,363.62
CA	CLEARLAKE CITY	\$1,898.44
CA	CLOVERDALE CITY	\$5,200.00
CA	CLOVIS UNIF SCH DIST	\$6,024.36
CA	COALINGA CITY	\$2,855.00
CA	COLTON CITY	\$4,536.15
CA	COLUSA COUNTY	\$5,560.17
CA	CORONA CITY	\$12,732.51
CA	CORONADO CITY	\$5,204.36
CA	COSTA MESA CITY	\$5,904.77
CA	COVINA CITY	\$3,864.01
CA	CULVER CITY	\$18,768.42
CA	CYPRESS CITY	\$3,767.62
CA	DEL NORTE COUNTY	\$6,144.60
CA	DINUBA CITY	\$5,429.85
CA	DIXON CITY	\$2,379.04
CA	DUBLIN CITY	\$22,800.00
CA	EAST BAY REGIONAL PARK DIST	\$3,614.98
CA	EL PASO DE ROBLES CITY	\$4,462.64
CA	EUREKA CITY	\$8,369.29
CA	EXETER CITY	\$3,577.10
CA	FARMERSVILLE CITY	\$2,761.00
CA	FOLSOM CITY	\$10,043.52
CA	FORT BRAGG CITY	\$2,507.50
CA	FORTUNA CITY	\$2,279.88
CA	FOSTER CITY	\$4,536.26
CA	FOWLER CITY	\$472.39
CA	FRESNO CITY	\$7,622.15
CA	FRESNO COUNTY	\$79,290.77

CA	FULLERTON CITY	\$3,910.54
CA	GALT CITY	\$2,865.01
CA	GARDENA CITY	\$5,340.06
CA	GILROY CITY	\$20,359.00
CA	GLENDORA CITY	\$12,388.69
CA	GONZALES CITY	\$2,433.96
CA	GRASS VALLEY CITY	\$3,852.64
CA	GREENFIELD CITY	\$5,365.50
CA	GRIDLEY CITY	\$3,497.50
CA	GROVER BEACH CITY	\$3,071.92
CA	HANFORD CITY	\$6,169.10
CA	HAWTHORNE CITY	\$4,024.65
CA	HAYWARD AREA RECREATION AND PARK DISTRICT	\$755.33
CA	HAYWARD CITY	\$8,489.53
CA	HERCULES CITY	\$5,063.05
CA	HERMOSA BEACH CITY	\$2,778.66
CA	HOLLISTER CITY	\$5,643.50
CA	HUMBOLDT COUNTY	\$13,003.07
CA	HUNTINGTON PARK CITY	\$8,269.25
CA	INDIO CITY	\$17,555.08
CA	INGLEWOOD CITY	\$10,761.56
CA	IRWINDALE CITY	\$3,838.88
CA	JACKSON CITY	\$1,579.50
CA	KERMAN CITY	\$2,583.00
CA	KERN COUNTY	\$31,660.36
CA	KINGS COUNTY	\$5,038.69
CA	KINGSBURG CITY	\$2,778.75
CA	LA HABRA CITY	\$4,548.00
CA	LAKE COUNTY	\$6,675.50
CA	LAKE SHASTINA CMTY SERVICES	\$1,157.96
CA	LAKEPORT CITY	\$2,765.00
CA	LARKSPUR CITY	\$5,717.50
CA	LIVERMORE CITY	\$11,412.02
CA	LODI CITY	\$5,829.00
CA	LOS ALTOS CITY	\$6,029.46
CA	LOS ANGELES CITY	\$107,513.46
CA	LOS BANOS CITY	\$5,545.38
CA	LOS GATOS TOWN	\$6,029.46
CA	MADERA COUNTY	\$2,204.28
CA	MANHATTAN BEACH CITY	\$8,161.50
CA	MANTECA CITY	\$10,488.00
CA	MENDOCINO COUNTY	\$14,514.26
CA	MENIFEE CITY	\$904.73
CA	MENLO PARK CITY	\$3,262.50
CA	MERCED CITY	\$11,931.84
CA	MILPITAS CITY	\$10,239.97
CA	MONO COUNTY	\$14,624.75

CA	MONROVIA CITY	\$7,930.65
CA	MONTCLAIR CITY	\$13,592.30
CA	MONTEREY CITY	\$4,370.00
CA	MONTEREY PARK CITY	\$7,119.50
CA	MORGAN HILL CITY	\$1,534.66
CA	MOUNTAIN VIEW CITY	\$8,026.96
CA	MURRIETA CITY	\$3,127.74
CA	NAPA CITY	\$9,837.98
CA	NATIONAL CITY	\$9,899.67
CA	NEVADA COUNTY	\$1,110.00
CA	NEWARK CITY	\$6,999.93
CA	NEWMAN CITY	\$2,399.00
CA	NEWPORT BEACH CITY	\$19,930.00
CA	NORWALK CITY	\$1,496.74
CA	NOVATO CITY	\$2,720.00
CA	ONTARIO CITY	\$7,595.85
CA	ORANGE CITY	\$8,892.03
CA	ORANGE COVE CITY	\$2,814.20
CA	OROVILLE CITY	\$4,859.18
CA	PACIFIC GROVE CITY	\$3,632.46
CA	PACIFICA CITY	\$2,283.56
CA	PALM SPRINGS CITY	\$7,500.00
CA	PALO ALTO CITY	\$12,533.71
CA	PARLIER CITY	\$3,626.26
CA	PETALUMA CITY	\$1,977.50
CA	PIEDMONT CITY	\$1,884.23
CA	PITTSBURG CITY	\$16,500.00
CA	PLACENTIA CITY	\$3,588.00
CA	PLACERVILLE CITY	\$3,258.21
CA	PLEASANT HILL CITY	\$667.00
CA	PLUMAS COUNTY	\$5,491.19
CA	RED BLUFF CITY	\$4,730.38
CA	REDDING CITY	\$8,399.99
CA	REDLANDS CITY	\$5,331.28
CA	REDONDO BEACH CITY	\$7,268.38
CA	REDWOOD CITY	\$4,031.96
CA	RIDGECREST CITY	\$4,025.12
CA	RIPON CITY	\$2,361.77
CA	RIVERSIDE CITY	\$29,732.28
CA	RIVERSIDE COUNTY	\$198,996.80
CA	ROCKLIN CITY	\$9,550.00
CA	ROHNERT PARK CITY	\$10,306.56
CA	RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT	\$2,310.00
CA	SAN BERNARDINO CITY	\$7,248.62
CA	SAN BERNARDINO CITY UNIF SCHOOL DIST	\$10,282.14
CA	SAN FRANCISCO BAY AREA RAPID TRANSIT DIST	\$9,178.64
CA	SAN FRANCISCO CITY AND COUNTY	\$123,664.99

CA	SAN GABRIEL CITY	\$4,324.30
CA	SAN JOAQUIN COUNTY	\$38,959.02
CA	SAN JOSE CITY	\$90,587.47
CA	SAN LUIS OBISPO CITY	\$6,520.00
CA	SAN MATEO CITY	\$5,032.30
CA	SAN PABLO CITY	\$6,077.72
CA	SAN RAFAEL CITY	\$13,028.57
CA	SAND CITY	\$942.41
CA	SANGER CITY	\$5,953.00
CA	SANTA BARBARA CITY	\$7,745.00
CA	SANTA CRUZ CITY	\$9,597.09
CA	SANTA CRUZ COUNTY	\$6,137.29
CA	SANTA FE SPRINGS CITY	\$2,251.38
CA	SANTA MONICA CITY	\$27,444.08
CA	SEASIDE CITY	\$2,800.00
CA	SIGNAL HILL CITY	\$3,631.46
CA	SIMI VALLEY CITY	\$1,416.89
CA	SISKIYOU COUNTY	\$6,984.50
CA	SOUTH GATE CITY	\$6,094.72
CA	SOUTH SAN FRANCISCO CITY	\$7,911.04
CA	ST HELENA CITY	\$2,000.00
CA	STOCKTON CITY	\$27,608.76
CA	SUNNYVALE CITY	\$8,107.80
CA	SUSANVILLE CITY	\$2,079.57
CA	SUTTER COUNTY	\$6,030.50
CA	TEHAMA COUNTY	\$8,466.10
CA	TORRANCE CITY	\$11,043.05
CA	TRACY CITY	\$16,040.50
CA	TRUCKEE TOWN	\$5,446.94
CA	TUOLUMNE COUNTY	\$16,650.65
CA	TURLOCK CITY	\$4,969.05
CA	TUSTIN CITY	\$8,650.58
CA	TWIN RIVERS DISTRICT	\$2,142.48
CA	UPLAND CITY	\$8,012.37
CA	VACAVILLE CITY	\$5,813.14
CA	VALLEJO CITY	\$10,499.14
CA	VENTURA COUNTY	\$21,434.26
CA	VERNON CITY	\$18,382.50
CA	WATSONVILLE CITY	\$7,408.41
CA	WEST SACRAMENTO CITY	\$9,792.82
CA	WHITTIER CITY	\$16,439.00
CA	WINTERS CITY	\$351.81
CA	WOODLAKE CITY	\$2,165.08
CA	YOLO COUNTY	\$693.30
CA	YUBA COUNTY	\$17,907.12
	Totals for CA(203 Jurisdictions):	\$3,435,659.37
CO	ALAMOSA CITY	\$4,260.00

CO	ARAPAHOE COUNTY	\$48,646.77
CO	ARCHULETA COUNTY	\$4,000.00
CO	AVON TOWN	\$2,400.00
CO	BASALT TOWN	\$822.79
CO	BENT COUNTY	\$1,680.00
CO	BROOMFIELD CITY	\$15,200.00
CO	CANON CITY CITY	\$1,812.50
CO	CASTLE ROCK TOWN	\$10,350.00
CO	CHERRY HILLS VILLAGE CITY	\$1,400.00
CO	COMMERCE CITY	\$16,800.00
CO	CORTEZ CITY	\$2,517.45
CO	CRIPPLE CREEK CITY	\$4,750.00
CO	DELTA COUNTY	\$4,190.55
CO	DURANGO CITY	\$10,929.24
CO	EAGLE COUNTY	\$6,642.00
CO	EAGLE TOWN	\$3,616.00
CO	ELBERT COUNTY	\$6,187.50
CO	EMPIRE TOWN	\$1,949.18
CO	ENGLEWOOD CITY	\$7,639.50
CO	FORT MORGAN CITY	\$1,525.53
CO	FOUNTAIN CITY	\$3,620.00
CO	FRISCO TOWN	\$3,120.20
CO	GARDEN CITY TOWN	\$1,582.19
CO	GLENWOOD SPRINGS CITY	\$2,800.00
CO	GOLDEN CITY	\$3,200.00
CO	GRANBY TOWN	\$1,200.00
CO	GRAND COUNTY	\$9,135.00
CO	GREELEY CITY	\$3,059.55
CO	GREENWOOD VILLAGE CITY	\$4,523.75
CO	GUNNISON CITY	\$1,600.00
CO	HAYDEN TOWN	\$1,600.00
CO	KERSEY TOWN	\$1,500.00
CO	LAFAYETTE CITY	\$6,802.07
CO	LAS ANIMAS COUNTY	\$2,000.00
CO	LEADVILLE CITY	\$458.00
CO	LITTLETON CITY	\$10,280.00
CO	LOGAN COUNTY	\$4,875.00
CO	LONGMONT CITY	\$12,222.41
CO	LOUISVILLE CITY	\$7,200.00
CO	MEAD TOWN	\$1,500.00
CO	MEEKER TOWN	\$411.25
CO	MONTE VISTA CITY	\$1,850.00
CO	MONTEZUMA COUNTY	\$2,730.00
CO	MONTROSE CITY	\$4,125.00
CO	MOUNT CRESTED BUTTE TOWN	\$512.00
CO	NEW CASTLE TOWN	\$1,687.76
CO	NORTHGLENN CITY	\$10,692.00

CO	OAK CREEK TOWN	\$850.00
CO	OURAY COUNTY	\$1,170.98
CO	PARK COUNTY	\$14,179.00
CO	PUEBLO CITY	\$16,081.74
CO	SHERIDAN CITY	\$2,838.50
CO	SILVERTHORNE TOWN	\$1,200.00
CO	STEAMBOAT SPRINGS CITY	\$1,998.00
CO	STERLING CITY	\$1,764.75
CO	SUMMIT COUNTY	\$8,573.90
CO	TELLER COUNTY	\$8,597.50
CO	TELLURIDE TOWN	\$1,800.00
CO	TRINIDAD CITY	\$3,200.00
CO	VAIL TOWN	\$2,062.50
CO	WHEAT RIDGE CITY	\$9,200.00
CO	WRAY CITY	\$1,200.00
CO	YUMA COUNTY	\$1,550.00
	Totals for CO(64 Jurisdictions):	\$337,872.06
CT	AVON TOWN	\$5,812.50
CT	BETHEL TOWN	\$1,337.00
CT	BLOOMFIELD CITY	\$7,191.00
CT	BRISTOL CITY	\$15,900.00
CT	BROOKFIELD TOWN	\$4,825.00
CT	CANTON TOWN	\$1,600.00
CT	COVENTRY TOWN	\$1,480.00
CT	CROMWELL TOWN	\$4,050.00
CT	DARIEN TOWN	\$4,997.00
CT	EAST HAMPTON TOWN	\$2,454.00
CT	EAST HAVEN TOWN	\$6,720.00
CT	EAST LYME TOWN	\$2,620.00
CT	EASTON TOWN	\$397.50
CT	ENFIELD TOWN	\$1,048.50
CT	FARMINGTON TOWN	\$4,900.00
CT	GLASTONBURY TOWN	\$5,094.00
CT	GRANBY TOWN	\$900.00
CT	GREENWICH TOWN	\$21,862.50
CT	GROTON CITY	\$4,060.00
CT	GROTON TOWN	\$5,180.00
CT	GUILFORD TOWN	\$2,475.00
CT	HAMDEN TOWN	\$11,427.00
CT	MADISON TOWN	\$3,000.00
CT	MANCHESTER TOWN	\$17,195.00
CT	MERIDEN CITY	\$7,880.00
CT	MILFORD CITY	\$11,427.00
CT	MONROE TOWN	\$5,265.54
CT	NAUGATUCK BOROUGH	\$4,740.00
CT	NEW BRITAIN CITY	\$10,000.00
CT	NEW CANAAN TOWN	\$8,311.50

CT	NEWINGTON TOWN	\$8,517.00
CT	NORWALK CITY	\$20,000.00
CT	NORWICH CITY	\$6,400.00
CT	PLAINFIELD TOWN	\$5,500.00
CT	PLAINVILLE TOWN	\$450.00
CT	PLYMOUTH TOWN	\$1,342.50
CT	PROSPECT TOWN	\$1,142.50
CT	SEYMOUR TOWN	\$7,200.00
CT	SIMSBURY TOWN	\$7,110.00
CT	SOUTH WINDSOR TOWN	\$6,375.00
CT	SUFFIELD TOWN	\$5,103.00
CT	TRUMBULL TOWN	\$7,805.93
CT	VERNON TOWN	\$6,600.00
CT	WEST HAVEN CITY	\$11,985.00
CT	WESTPORT TOWN	\$2,100.00
CT	WILTON TOWN	\$2,450.00
CT	WINDHAM TOWN	\$3,200.00
CT	WOODBIDGE TOWN	\$3,202.50
CT	WESTBROOK	\$4,000.00
	Totals for CT(49 Jurisdictions):	\$294,633.47
DC	WASHINGTON D C CITY	\$52,012.27
	Totals for DC(1 Jurisdiction):	\$52,012.27
DE	BETHANY BEACH TOWN	\$2,940.00
DE	CHESWOLD TOWN	\$1,988.00
DE	CLAYTON TOWN	\$497.00
DE	DELAWARE	\$22,949.80
DE	DELAWARE RIVER AND BAY AUTHORITY	\$12,762.50
DE	LAUREL TOWN	\$1,050.00
DE	MIDDLETOWN TOWN	\$6,723.00
DE	MILFORD CITY	\$2,346.00
DE	MILLSBORO TOWN	\$2,241.00
DE	NEW CASTLE COUNTY	\$15,297.73
DE	NEWARK CITY	\$4,861.67
DE	OCEAN VIEW TOWN	\$4,125.00
DE	SEAFORD CITY	\$2,000.00
DE	SMYRNA TOWN	\$2,381.09
DE	WILMINGTON CITY	\$34,393.57
	Totals for DE(15 Jurisdictions):	\$116,556.36
FL	ALTAMONTE SPRINGS CITY	\$7,991.88
FL	APOPKA CITY	\$9,555.00
FL	ARCADIA CITY	\$4,500.00
FL	ATLANTIC BEACH CITY	\$3,745.00
FL	ATLANTIS CITY	\$1,312.50
FL	AUBURNDALE CITY	\$3,600.00
FL	AVENTURA CITY	\$11,400.00
FL	BAKER COUNTY	\$3,504.00
FL	BELLE ISLE CITY	\$1,572.00

FL	BELLEAIR TOWN	\$1,500.00
FL	BELLEVIEW CITY	\$3,937.50
FL	BOYNTON BEACH CITY	\$16,400.00
FL	BRADENTON CITY	\$13,020.00
FL	CALHOUN COUNTY	\$3,500.00
FL	CASSELBERRY CITY	\$5,955.00
FL	CEDAR KEY CITY	\$3,200.00
FL	CLERMONT CITY	\$7,522.20
FL	CLEWISTON CITY	\$3,599.64
FL	COCOA BEACH CITY	\$4,800.00
FL	COCOA CITY	\$13,310.00
FL	COCONUT CREEK CITY	\$22,735.50
FL	COLUMBIA COUNTY	\$6,300.02
FL	DAVENPORT CITY	\$2,260.00
FL	DAYTONA BEACH CITY	\$26,620.00
FL	DAYTONA BEACH SHORES CITY	\$3,144.00
FL	DE FUNIAK SPRINGS CITY	\$2,324.00
FL	DELAND CITY	\$8,000.00
FL	DELRAY BEACH CITY	\$32,857.37
FL	DESOTO COUNTY	\$6,957.50
FL	EDGEWATER CITY	\$3,600.00
FL	EL PORTAL VILLAGE	\$5,200.00
FL	EUSTIS CITY	\$3,600.00
FL	FELLSMERE CITY	\$907.50
FL	FLORIDA CITY	\$1,999.08
FL	FORT MYERS CITY	\$13,200.00
FL	FRUITLAND PARK CITY	\$5,109.00
FL	FT PIERCE CITY	\$6,375.00
FL	GREEN COVE SPRINGS CITY	\$1,505.00
FL	GULF STREAM TOWN	\$1,368.00
FL	GULFPORT CITY	\$2,358.00
FL	GRETNA CITY	\$1,572.00
FL	HAINES CITY	\$5,400.00
FL	HALLANDALE CITY	\$16,025.00
FL	HARDEE COUNTY	\$3,990.00
FL	HAVANA TOWN	\$940.01
FL	HILLSBORO BEACH TOWN	\$1,128.33
FL	HOLMES BEACH CITY	\$2,000.00
FL	HOWEY IN THE HILLS TOWN	\$2,241.00
FL	INDIALANTIC CITY	\$3,103.50
FL	INDIAN HARBOUR BEACH CITY	\$1,317.75
FL	JACKSONVILLE AVIATION AUTHORITY	\$4,681.30
FL	JACKSONVILLE BEACH CITY	\$8,125.00
FL	JUPITER ISLAND TOWN	\$2,325.00
FL	JUPITER TOWN	\$15,743.00
FL	KENNETH CITY TOWN	\$3,200.00
FL	KEY WEST CITY	\$11,305.00

FL	KISSIMMEE CITY	\$12,390.00
FL	LAKE HAMILTON TOWN	\$946.30
FL	LAKE MARY CITY	\$4,800.00
FL	LANTANA TOWN	\$4,110.00
FL	LAUDERHILL CITY	\$20,211.75
FL	LEESBURG CITY	\$7,860.00
FL	LIGHTHOUSE POINT CITY	\$1,200.00
FL	LONGWOOD CITY	\$4,205.00
FL	MAITLAND CITY	\$6,000.00
FL	MANALAPAN TOWN	\$725.00
FL	MARGATE CITY	\$25,627.50
FL	MARIANNA CITY	\$939.98
FL	MELBOURNE CITY	\$21,401.50
FL	MELBOURNE VILLAGE TOWN	\$2,286.55
FL	MICCOSUKEE TRIBE	\$14,925.00
FL	MONROE COUNTY	\$33,505.00
FL	MOUNT DORA CITY	\$3,480.00
FL	NAPLES CITY	\$7,500.00
FL	NEW SMYRNA BEACH CITY	\$4,995.00
FL	NORTH BAY VILLAGE CITY	\$11,999.91
FL	NORTH MIAMI BEACH CITY	\$12,389.10
FL	NORTH MIAMI CITY	\$3,492.00
FL	NORTH PALM BEACH VILLAGE	\$2,538.00
FL	NORTH PORT CITY	\$7,866.00
FL	OAKLAND TOWN	\$1,923.00
FL	OCALA CITY	\$41,969.12
FL	OCEAN RIDGE TOWN	\$3,952.20
FL	OKEECHOBEE COUNTY	\$12,950.00
FL	ORMOND BEACH CITY	\$15,634.62
FL	OPA LOCKA	\$14,391.00
FL	PALM BEACH GARDENS CITY	\$11,310.00
FL	PALM BEACH TOWN	\$3,630.00
FL	PALM SPRINGS VILLAGE	\$6,393.87
FL	PALMETTO CITY	\$4,400.00
FL	PANAMA CITY	\$10,800.00
FL	PANAMA CITY BEACH CITY	\$12,672.00
FL	PENSACOLA CITY	\$20,000.00
FL	PINECREST VILLAGE	\$3,894.00
FL	PINELLAS PARK CITY	\$10,218.00
FL	PLANT CITY	\$4,225.50
FL	PONCE INLET TOWN	\$1,425.60
FL	PORT ORANGE CITY	\$20,040.74
FL	PUTNAM COUNTY	\$26,433.40
FL	RIVIERA BEACH CITY	\$7,049.00
FL	ROCKLEDGE CITY	\$7,646.20
FL	SARASOTA CITY	\$25,768.50
FL	SATELLITE BEACH CITY	\$1,210.00

FL	SEBASTIAN CITY	\$12,690.25
FL	SEBRING CITY	\$7,507.50
FL	SEMINOLE TRIBE OF FLORIDA	\$44,037.50
FL	SEWALLS POINT TOWN	\$2,375.00
FL	ST AUGUSTINE BEACH CITY	\$2,847.44
FL	ST AUGUSTINE CITY	\$6,000.00
FL	ST CLOUD CITY	\$16,240.00
FL	STUART CITY	\$2,450.00
FL	SUNRISE CITY	\$23,340.83
FL	SUWANNEE COUNTY	\$4,400.00
FL	TARPON SPRINGS CITY	\$6,185.45
FL	TAVARES CITY	\$3,001.50
FL	TEMPLE TERRACE CITY	\$325.00
FL	TITUSVILLE CITY	\$12,676.50
FL	UMATILLA CITY	\$897.00
FL	VENICE CITY	\$4,534.80
FL	VERO BEACH CITY	\$9,699.28
FL	WAKULLA COUNTY	\$5,060.00
FL	WALTON COUNTY	\$53,582.00
FL	WAUCHULA CITY	\$1,837.50
FL	WEST MELBOURNE CITY	\$4,650.75
FL	WILDWOOD CITY	\$4,800.00
FL	WILTON MANORS CITY	\$8,405.00
FL	WINTER GARDEN CITY	\$7,200.00
FL	WINTER PARK CITY	\$15,776.28
	Totals for FL(128 Jurisdictions):	\$1,107,291.50
GA	ACWORTH CITY	\$3,745.00
GA	ADEL CITY	\$6,250.00
GA	ALBANY CITY	\$21,600.00
GA	ALMA CITY	\$2,492.50
GA	ALPHARETTA CITY	\$11,623.50
GA	ALTO TOWN	\$1,600.00
GA	AMERICUS CITY	\$1,995.00
GA	ARCADE TOWN	\$1,600.00
GA	ATLANTA PUBLIC SCHOOLS	\$19,610.00
GA	AVONDALE ESTATES CITY	\$2,492.50
GA	BACON COUNTY	\$8,473.00
GA	BAKER COUNTY	\$4,000.00
GA	BALDWIN COUNTY	\$2,452.50
GA	BEN HILL COUNTY	\$3,500.00
GA	BERRIEN COUNTY	\$1,932.50
GA	BLECKLEY COUNTY	\$6,299.10
GA	BREMEN CITY	\$3,000.00
GA	BURKE COUNTY	\$12,825.00
GA	BYRON CITY	\$4,350.00
GA	CANDLER COUNTY	\$2,885.00
GA	CANTON CITY	\$7,650.00

GA	CARTERSVILLE CITY	\$4,811.50
GA	CATOOSA COUNTY	\$3,750.00
GA	CEDARTOWN CITY	\$3,500.00
GA	CHAMBLEE CITY	\$4,639.25
GA	CHARLTON COUNTY	\$2,175.00
GA	CHATTAHOOCHEE HILLS CITY	\$789.00
GA	CHATTOOGA COUNTY	\$4,150.00
GA	CLARKSTON CITY	\$1,988.44
GA	CLAXTON CITY	\$4,617.00
GA	CLEVELAND CITY	\$3,880.00
GA	CLINCH COUNTY	\$4,183.35
GA	COCHRAN CITY	\$1,455.00
GA	COLLEGE PARK CITY	\$5,725.00
GA	CONYERS CITY	\$18,112.50
GA	CORDELE CITY	\$3,905.00
GA	CORNELIA CITY	\$2,200.00
GA	CRISP COUNTY	\$6,075.00
GA	DALTON CITY	\$6,675.00
GA	DAWSON CITY	\$3,600.00
GA	DAWSON COUNTY	\$1,952.00
GA	DECATUR COUNTY	\$13,722.12
GA	DEMOREST CITY	\$2,787.50
GA	DOUGHERTY COUNTY	\$15,650.00
GA	DOUGLAS CITY	\$7,210.00
GA	DOUGLASVILLE CITY	\$12,688.50
GA	DUBLIN CITY	\$3,700.00
GA	DULUTH CITY	\$10,800.00
GA	DUNWOODY CITY	\$8,537.30
GA	EAST POINT CITY	\$7,319.28
GA	ELLIJAY CITY	\$2,220.00
GA	EMERSON CITY	\$2,062.50
GA	EUHARLEE CITY	\$1,510.00
GA	FLOWERY BRANCH CITY	\$467.50
GA	FLOYD COUNTY	\$8,825.00
GA	FOREST PARK CITY	\$9,312.50
GA	FORSYTH CITY	\$1,832.00
GA	FORT OGLETHORPE	\$4,485.00
GA	FRANKLIN COUNTY	\$2,310.00
GA	GAINESVILLE CITY	\$5,650.00
GA	GARDEN CITY	\$5,992.50
GA	GILMER COUNTY	\$3,600.00
GA	GLYNN COUNTY	\$13,750.00
GA	GRANTVILLE CITY	\$3,200.00
GA	HINESVILLE CITY	\$7,944.00
GA	HIRAM CITY	\$2,002.00
GA	JACKSON COUNTY	\$6,800.00
GA	JOHNS CREEK CITY	\$7,600.00

GA	JOHNSON COUNTY	\$6,400.00
GA	JONES COUNTY	\$13,182.50
GA	JONESBORO CITY	\$5,685.00
GA	KENNESAW CITY	\$3,539.93
GA	KINGSLAND CITY	\$5,197.50
GA	LA FAYETTE CITY	\$2,625.00
GA	LAGRANGE CITY	\$10,000.00
GA	LAURENS COUNTY	\$5,505.00
GA	LAWRENCEVILLE CITY	\$7,278.75
GA	LEE COUNTY	\$4,500.00
GA	LIBERTY COUNTY	\$14,000.00
GA	LILBURN CITY	\$3,690.00
GA	LITHONIA CITY	\$9,482.50
GA	LONG COUNTY	\$3,550.00
GA	LUMPKIN COUNTY	\$8,000.00
GA	LYONS CITY	\$4,560.00
GA	MADISON CITY	\$1,200.00
GA	MARIETTA CITY	\$13,850.00
GA	MCDONOUGH CITY	\$4,400.00
GA	MCINTOSH COUNTY	\$15,806.25
GA	MERIWETHER COUNTY	\$6,700.00
GA	METTER CITY	\$1,880.00
GA	MILLEDGEVILLE CITY	\$3,815.00
GA	MONROE CITY	\$2,400.00
GA	MONTGOMERY COUNTY	\$6,396.00
GA	MORGAN COUNTY	\$6,300.00
GA	MURRAY COUNTY	\$15,750.00
GA	MILTON CITY	\$3,377.00
GA	NASHVILLE CITY	\$3,500.00
GA	NEWNAN CITY	\$9,400.00
GA	NORCROSS CITY	\$4,911.00
GA	PEACH COUNTY	\$1,062.50
GA	PELHAM CITY	\$4,560.00
GA	PERRY CITY	\$2,700.00
GA	PICKENS COUNTY	\$12,000.00
GA	POLK COUNTY	\$10,500.00
GA	PUTNAM COUNTY	\$1,822.50
GA	RABUN COUNTY	\$7,200.00
GA	RICHMOND HILL CITY	\$6,943.23
GA	ROCKDALE COUNTY	\$42,266.50
GA	ROME CITY	\$7,000.00
GA	ROSWELL CITY	\$19,350.00
GA	SANDERSVILLE CITY	\$2,295.00
GA	SMYRNA CITY	\$9,757.50
GA	ST MARYS CITY	\$10,400.00
GA	STATESBORO CITY	\$3,352.50
GA	SUMMERVILLE CITY	\$4,607.50

GA	SYLVANIA CITY	\$1,600.00
GA	TELFAIR COUNTY	\$4,150.00
GA	THOMASVILLE CITY	\$1,502.50
GA	TIFTON CITY	\$9,300.00
GA	TOOMBS COUNTY	\$10,172.50
GA	TROUP COUNTY	\$8,640.00
GA	TYBEE ISLAND CITY	\$6,380.00
GA	TYRONE TOWN	\$2,178.75
GA	UNION CITY	\$5,397.50
GA	UPSON COUNTY	\$7,495.50
GA	VALDOSTA CITY	\$12,035.00
GA	VILLA RICA CITY	\$2,205.00
GA	WALKER COUNTY	\$8,840.00
GA	WALTON COUNTY	\$9,555.00
GA	WARE COUNTY	\$4,762.50
GA	WARNER ROBINS CITY	\$19,875.00
GA	WAYCROSS CITY	\$3,313.68
GA	WHITE COUNTY	\$2,992.00
GA	WILKINSON COUNTY	\$2,640.00
GA	WILLACOOCHIE CITY	\$1,179.00
GA	WOODSTOCK CITY	\$9,366.50
GA	WRENS CITY	\$4,230.00
GA	WOODBURY CITY	\$1,870.00
	Totals for GA(138 Jurisdictions):	\$882,915.43
HI	KAUAI COUNTY	\$4,088.70
	Totals for HI(1 Jurisdiction):	\$4,088.70
IA	ALBIA CITY	\$710.00
IA	AMES CITY	\$6,830.50
IA	ANKENY CITY	\$6,800.00
IA	APPANOOSE COUNTY	\$2,711.95
IA	BETTENDORF CITY	\$2,120.00
IA	CARROLL CITY	\$699.00
IA	CEDAR FALLS CITY	\$7,200.00
IA	CENTERVILLE CITY	\$4,400.00
IA	CHARLES CITY	\$1,458.00
IA	CLARINDA CITY	\$1,498.00
IA	CLAY COUNTY	\$734.00
IA	CLEAR LAKE CITY	\$1,600.00
IA	CLINTON CITY	\$1,275.00
IA	CLINTON COUNTY	\$2,310.00
IA	CORALVILLE CITY	\$2,869.97
IA	COUNCIL BLUFFS CITY	\$2,000.00
IA	DE WITT CITY	\$819.25
IA	DENISON CITY	\$2,000.00
IA	DUBUQUE CITY	\$14,800.00
IA	DUBUQUE COUNTY	\$1,788.48
IA	DURANT CITY	\$1,487.50

IA	FORT DODGE CITY	\$12,232.00
IA	FREMONT COUNTY	\$5,083.00
IA	GRINNELL CITY	\$5,600.00
IA	GRUNDY CENTER CITY	\$1,599.25
IA	GRUNDY COUNTY	\$2,800.00
IA	HAMPTON CITY	\$905.00
IA	HARRISON COUNTY	\$4,585.00
IA	HENRY COUNTY	\$2,400.00
IA	HOWARD COUNTY	\$492.50
IA	HUXLEY CITY	\$2,872.78
IA	INDEPENDENCE CITY	\$4,345.00
IA	INDIANOLA CITY	\$3,025.00
IA	IOWA CITY CITY	\$9,456.00
IA	JASPER COUNTY	\$2,100.00
IA	JOHNSTON CITY	\$2,821.00
IA	KNOXVILLE CITY	\$1,632.00
IA	MANCHESTER CITY	\$3,600.00
IA	MAQUOKETA CITY	\$7,250.00
IA	MARION COUNTY	\$2,290.00
IA	MARSHALLTOWN CITY	\$4,560.00
IA	MASON CITY	\$8,000.00
IA	MONTICELLO CITY	\$762.50
IA	MOUNT VERNON CITY	\$1,785.00
IA	MUSCATINE CITY	\$2,520.00
IA	NEWTON CITY	\$2,800.00
IA	NORTH LIBERTY CITY	\$2,062.50
IA	OELWEIN CITY	\$1,600.00
IA	OSCEOLA COUNTY	\$768.96
IA	OTTUMWA CITY	\$2,487.50
IA	PELLA CITY	\$807.50
IA	PLYMOUTH COUNTY	\$3,600.00
IA	POCAHONTAS COUNTY	\$1,200.00
IA	RED OAK CITY	\$4,314.00
IA	SHELDON CITY	\$800.00
IA	SIOUX CITY	\$16,197.50
IA	SPIRIT LAKE CITY	\$1,600.00
IA	STORY COUNTY	\$2,800.00
IA	TAMA COUNTY	\$1,800.98
IA	URBANDALE CITY	\$7,534.80
IA	WARREN COUNTY	\$4,365.00
IA	WASHINGTON CITY	\$1,747.40
IA	WATERLOO CITY	\$13,280.00
IA	WAUKEE CITY	\$1,380.00
IA	WAVERLY CITY	\$1,800.00
IA	WEBSTER COUNTY	\$2,840.00
IA	WEST DES MOINES CITY	\$6,750.00
IA	WILLIAMSBURG CITY	\$390.00

IA	WINDSOR HEIGHTS CITY	\$2,466.50
IA	WINTERSET CITY	\$2,651.25
	Totals for IA(70 Jurisdictions):	\$246,871.57
ID	BENEWAH COUNTY	\$3,490.56
ID	BLACKFOOT CITY	\$2,205.63
ID	BLAINE COUNTY	\$5,600.00
ID	BONNER COUNTY	\$9,600.00
ID	BOUNDARY COUNTY	\$5,062.20
ID	CARIBOU COUNTY	\$2,400.00
ID	COEUR D ALENE CITY	\$5,635.32
ID	ELMORE COUNTY	\$13,125.00
ID	EMMETT CITY	\$3,374.21
ID	FRUITLAND CITY	\$2,062.50
ID	GARDEN CITY	\$800.00
ID	IDAHO COUNTY	\$4,996.00
ID	IDAHO FALLS CITY	\$12,000.00
ID	JEFFERSON COUNTY	\$2,800.00
ID	LATAH COUNTY	\$2,995.76
ID	MADISON COUNTY	\$6,000.00
ID	MCCALL CITY	\$1,696.00
ID	MOSCOW CITY	\$4,447.60
ID	MOUNTAIN HOME CITY	\$7,687.50
ID	NEZ PERCE COUNTY	\$2,841.50
ID	OWYHEE COUNTY	\$5,680.00
ID	PAYETTE CITY	\$914.66
ID	POCATELLO CITY	\$4,000.00
ID	PONDERAY CITY	\$1,087.00
ID	POST FALLS CITY	\$1,761.60
ID	REXBURG CITY	\$3,224.88
ID	RUPERT CITY	\$1,026.36
ID	ST ANTHONY CITY	\$514.30
ID	TWIN FALLS CITY	\$9,735.00
ID	TWIN FALLS COUNTY	\$19,800.00
ID	VALLEY COUNTY	\$2,995.20
	Totals for ID(31 Jurisdictions):	\$149,558.78
IL	ALGONQUIN VILLAGE	\$7,244.91
IL	ALSIP VILLAGE	\$4,160.00
IL	ALTON CITY	\$4,632.00
IL	ARLINGTON HEIGHTS VILLAGE	\$12,942.50
IL	BANNOCKBURN VILLAGE	\$800.00
IL	BARRINGTON HILLS VILLAGE	\$1,999.50
IL	BARTLETT VILLAGE	\$9,870.00
IL	BEARDSTOWN CITY	\$1,376.70
IL	BEDFORD PARK VILLAGE	\$2,067.00
IL	BEECHER VILLAGE	\$1,348.50
IL	BELLWOOD VILLAGE	\$7,560.00
IL	BELVIDERE CITY	\$3,777.68

IL	BENSENVILLE VILLAGE	\$3,127.21
IL	BERKELEY VILLAGE	\$2,000.00
IL	BERWYN CITY	\$6,950.00
IL	BLOOMINGTON CITY	\$8,179.50
IL	BLUE ISLAND CITY	\$4,615.00
IL	BOONE COUNTY	\$2,700.00
IL	BOURBONNAIS VILLAGE	\$800.00
IL	BRADLEY VILLAGE	\$300.00
IL	BRIDGEVIEW VILLAGE	\$9,125.00
IL	BROADVIEW VILLAGE	\$4,400.00
IL	BROOKFIELD VILLAGE	\$4,000.00
IL	BUFFALO GROVE VILLAGE	\$7,394.79
IL	BURBANK CITY	\$4,147.00
IL	BUREAU COUNTY	\$14,673.09
IL	CANTON CITY	\$1,848.00
IL	CAROL STREAM VILLAGE	\$8,400.00
IL	CARPENTERSVILLE VILLAGE	\$6,600.70
IL	CASEY CITY	\$2,445.00
IL	CASEYVILLE VILLAGE	\$2,062.50
IL	CENTRALIA CITY	\$4,972.50
IL	CHAMPAIGN CITY	\$16,232.50
IL	CHAMPAIGN COUNTY	\$298.01
IL	CHARLESTON CITY	\$2,800.00
IL	CHENOA CITY	\$962.50
IL	CHERRY VALLEY VILLAGE	\$2,192.75
IL	CHESTER CITY	\$4,800.00
IL	CHICAGO HGHTS CITY	\$21,779.50
IL	CICERO TOWN	\$13,477.50
IL	CLARENDON HILLS VILLAGE	\$757.50
IL	CLINTON CITY	\$1,600.00
IL	COLES COUNTY	\$6,035.00
IL	COLLINSVILLE CITY	\$2,887.50
IL	COOK COUNTY	\$1,408.93
IL	COUNTRY CLUB HILLS	\$3,487.50
IL	CRAWFORD COUNTY	\$3,077.90
IL	CRYSTAL LAKE CITY	\$8,630.87
IL	DANVILLE CITY	\$9,375.00
IL	DARIEN CITY	\$1,550.00
IL	DE KALB CITY	\$8,000.00
IL	DE KALB COUNTY	\$3,097.79
IL	DECATUR CITY	\$28,400.00
IL	DEERFIELD VILLAGE	\$9,622.50
IL	DIXON CITY	\$1,635.00
IL	DOLTON VILLAGE	\$5,265.00
IL	DOWNERS GROVE VILLAGE	\$7,900.00
IL	DU PAGE COUNTY	\$4,254.44
IL	DU QUOIN CITY	\$3,600.00

IL	EAST HAZEL CREST VILLAGE	\$1,750.00
IL	EAST MOLINE CITY	\$2,650.00
IL	EAST PEORIA CITY	\$5,495.00
IL	EFFINGHAM CITY	\$4,412.00
IL	EFFINGHAM COUNTY	\$2,405.00
IL	ELBURN VILLAGE	\$1,200.00
IL	ELGIN CITY	\$10,899.63
IL	ELMHURST CITY	\$8,587.50
IL	EVANSTON CITY	\$12,000.00
IL	FAIRVIEW HEIGHTS CITY	\$2,870.00
IL	FARMER CITY	\$2,400.00
IL	FAYETTE COUNTY	\$1,073.50
IL	FLORA CITY	\$4,620.00
IL	FORD COUNTY	\$2,672.00
IL	FOREST PARK VILLAGE	\$6,300.00
IL	FOREST VIEW VILLAGE	\$2,717.50
IL	FOX LAKE VILLAGE	\$4,944.50
IL	FRANKFORT VILLAGE	\$1,630.00
IL	FRANKLIN PARK VILLAGE	\$8,340.00
IL	FREEPORT CITY	\$1,601.85
IL	FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	\$1,953.33
IL	GALESBURG CITY	\$4,725.74
IL	GENEVA CITY	\$3,298.50
IL	GILBERTS VILLAGE	\$2,548.00
IL	GLEN CARBON VILLAGE	\$1,680.00
IL	GLEN ELLYN VILLAGE	\$3,787.85
IL	GLENCOE VILLAGE	\$3,875.00
IL	GLENDALE HEIGHTS VILLAGE	\$6,599.89
IL	GLENVIEW VILLAGE	\$28,000.00
IL	GRANITE CITY	\$3,260.00
IL	GRANTFORK VILLAGE	\$1,143.36
IL	GRAYSLAKE VILLAGE	\$1,910.00
IL	GREENVILLE CITY	\$1,788.00
IL	GRUNDY COUNTY	\$4,781.50
IL	GURNEE VILLAGE	\$24,057.50
IL	HAMEL VILLAGE	\$1,206.50
IL	HAMILTON COUNTY	\$3,430.00
IL	HANOVER PARK VILLAGE	\$3,347.85
IL	HARWOOD HEIGHTS VILLAGE	\$1,190.01
IL	HAWTHORNE WOODS VILLAGE	\$1,350.00
IL	HIGHLAND CITY	\$1,155.00
IL	HIGHLAND PARK CITY	\$6,004.60
IL	HINSDALE VILLAGE	\$1,492.98
IL	HOFFMAN ESTATES VILLAGE	\$7,000.00
IL	HOMETOWN CITY	\$7,740.00
IL	HOMEWOOD VILLAGE	\$4,106.50
IL	HUNTLEY VILLAGE	\$5,888.00

IL	ILLINOIS	\$12,539.00
IL	JACKSON COUNTY	\$2,387.84
IL	JUSTICE VILLAGE	\$9,450.00
IL	KANKAKEE COUNTY	\$1,464.76
IL	KENDALL COUNTY	\$4,684.93
IL	KENILWORTH VILLAGE	\$1,533.66
IL	KILDEER VILLAGE	\$1,200.00
IL	KNOX COUNTY	\$6,000.00
IL	LA SALLE CITY	\$744.13
IL	LAKE BLUFF VILLAGE	\$2,087.50
IL	LAKE COUNTY	\$21,065.93
IL	LAKE FOREST CITY	\$9,617.50
IL	LAKE IN THE HILLS VILLAGE	\$4,623.50
IL	LAKE VILLA VILLAGE	\$2,124.50
IL	LAKE ZURICH VILLAGE	\$2,540.00
IL	LAKEMOOR VILLAGE	\$1,125.00
IL	LANARK CITY	\$1,154.93
IL	LE ROY CITY	\$843.75
IL	LEMONT VILLAGE	\$3,412.50
IL	LIBERTYVILLE VILLAGE	\$3,778.00
IL	LINCOLN CITY	\$1,337.50
IL	LINCOLNWOOD VILLAGE	\$2,025.00
IL	LINDENHURST VILLAGE	\$2,805.00
IL	LISLE VILLAGE	\$2,491.00
IL	LOCKPORT CITY	\$8,807.50
IL	LOVES PARK CITY	\$3,087.98
IL	MACOMB CITY	\$1,285.00
IL	MADISON COUNTY	\$157.76
IL	MAHOMET VILLAGE	\$2,712.50
IL	MANTENO VILLAGE	\$4,913.00
IL	MARENGO CITY	\$1,200.00
IL	MARKHAM CITY	\$16,800.00
IL	MARSHALL COUNTY	\$1,530.00
IL	MARYVILLE VILLAGE	\$1,600.00
IL	MASCOUTAH CITY	\$1,600.00
IL	MASON COUNTY	\$3,239.00
IL	MATTESON VILLAGE	\$4,290.00
IL	MATTOON CITY	\$13,300.00
IL	MAYWOOD VILLAGE	\$4,000.00
IL	MCCOOK VILLAGE	\$1,995.00
IL	MCHENRY CITY	\$5,010.00
IL	MCLEANSBORO CITY	\$3,302.49
IL	MELROSE PARK VILLAGE	\$14,000.00
IL	MERRIONETTE PARK VILLAGE	\$10,482.50
IL	MIDLOTHIAN VILLAGE	\$1,925.00
IL	MILAN VILLAGE	\$1,360.00
IL	MILLSTADT VILLAGE	\$2,400.00

IL	MINIER VILLAGE	\$1,800.00
IL	MOKENA VILLAGE	\$2,194.35
IL	MOLINE CITY	\$6,277.50
IL	MOMENCE CITY	\$1,050.00
IL	MONMOUTH CITY	\$2,606.18
IL	MONTGOMERY VILLAGE	\$2,944.00
IL	MORRIS CITY	\$10,800.00
IL	MORRISON CITY	\$265.00
IL	MORTON VILLAGE	\$4,494.62
IL	MOUNT PROSPECT VILLAGE	\$10,125.00
IL	MT. PULASKI CITY	\$1,000.00
IL	MUNDELEIN VILLAGE	\$4,592.50
IL	MURPHYSBORO CITY	\$2,553.50
IL	NAPERVILLE CITY	\$3,346.38
IL	NEW LENOX VILLAGE	\$2,399.46
IL	NILES VILLAGE	\$5,427.50
IL	NORMAL TOWN	\$5,570.00
IL	NORRIDGE VILLAGE	\$3,180.00
IL	NORTH AURORA VILLAGE	\$1,180.42
IL	NORTHFIELD VILLAGE	\$1,290.00
IL	NAPERVILLE PARK DISTRICT	\$1,049.43
IL	O FALLON CITY	\$5,200.00
IL	OAK BROOK VILLAGE	\$4,170.00
IL	OAK PARK VILLAGE	\$4,957.00
IL	OAKBROOK TERRACE CITY	\$2,075.50
IL	OGLE COUNTY	\$2,645.00
IL	OKAWVILLE VILLAGE	\$875.00
IL	OLNEY CITY	\$5,200.00
IL	OLYMPIA FIELDS VILLAGE	\$2,600.00
IL	ORLAND PARK VILLAGE	\$10,650.00
IL	OSWEGO VILLAGE	\$1,806.00
IL	PALATINE VILLAGE	\$6,935.00
IL	PALOS HEIGHTS CITY	\$1,882.50
IL	PALOS HILL CITY	\$2,309.98
IL	PANA CITY	\$3,600.00
IL	PARK RIDGE CITY	\$3,340.00
IL	PEORIA CITY	\$3,889.45
IL	PINGREE GROVE VILLAGE	\$2,185.00
IL	PLAINFIELD VILLAGE	\$9,005.00
IL	PLANO CITY	\$3,599.91
IL	PEORIA PARK DISTRICT	\$568.89
IL	QUINCY CITY	\$5,712.50
IL	RICHMOND VILLAGE	\$3,500.00
IL	RIGHTON PARK VILLAGE	\$1,922.50
IL	RIVER FOREST VILLAGE	\$4,400.00
IL	RIVERSIDE VILLAGE	\$2,064.00
IL	ROCHESTER VILLAGE	\$1,393.99

IL	ROCK FALLS CITY	\$1,057.50
IL	ROCK ISLAND CITY	\$8,190.00
IL	ROCKTON VILLAGE	\$2,876.00
IL	ROMEOVILLE VILLAGE	\$10,000.00
IL	ROSCOE VILLAGE	\$1,684.35
IL	ROSELLE VILLAGE	\$1,850.00
IL	ROSEMONT VILLAGE	\$7,437.50
IL	ROUND LAKE BEACH VILLAGE	\$6,468.00
IL	ROUND LAKE VILLAGE	\$3,107.50
IL	SAVANNA CITY	\$274.85
IL	SCHAUMBURG VILLAGE	\$12,232.50
IL	SCHILLER PARK VILLAGE	\$3,300.00
IL	SHILOH VILLAGE	\$1,237.50
IL	SHOREWOOD VILLAGE	\$4,110.00
IL	SKOKIE VILLAGE	\$9,116.00
IL	SLEEPY HOLLOW VILLAGE	\$1,540.00
IL	SOUTH BARRINGTON VILLAGE	\$1,530.00
IL	SOUTH HOLLAND VILLAGE	\$8,613.00
IL	SPRING GROVE VILLAGE	\$2,094.40
IL	SPRING VALLEY CITY	\$2,316.00
IL	ST CLAIR COUNTY	\$2,259.10
IL	STANFORD VILLAGE	\$830.50
IL	STEPHENSON COUNTY	\$4,218.38
IL	STREAMWOOD VILLAGE	\$6,603.50
IL	SUMMIT VILLAGE	\$2,520.00
IL	SWANSEA VILLAGE	\$5,058.00
IL	SYCAMORE CITY	\$4,631.00
IL	TAZEWELL COUNTY	\$498.33
IL	THORNTON VILLAGE	\$3,200.00
IL	TUSCOLA CITY	\$455.39
IL	URBANA CITY	\$4,604.35
IL	VERNON HILLS VILLAGE	\$5,200.00
IL	VILLA PARK VILLAGE	\$12,500.00
IL	VILLAGE OF LAGRANGE PARK	\$2,412.50
IL	WASHINGTON COUNTY	\$1,429.50
IL	WAUCONDA VILLAGE	\$1,200.00
IL	WAUKEGAN CITY	\$17,042.50
IL	WEST CHICAGO CITY	\$6,174.00
IL	WEST DUNDEE VILLAGE	\$3,300.50
IL	WESTCHESTER VILLAGE	\$4,800.00
IL	WESTERN SPRINGS VILLAGE	\$2,520.00
IL	WESTMONT VILLAGE	\$4,000.00
IL	WHEATON CITY	\$4,000.00
IL	WHEELING VILLAGE	\$6,262.50
IL	WILLIAMSON COUNTY	\$1,770.00
IL	WILLOW SPRINGS VILLAGE	\$2,100.00
IL	WILLOWBROOK VILLAGE	\$1,048.50

IL	WILMETTE VILLAGE	\$2,055.00
IL	WINFIELD VILLAGE	\$3,790.00
IL	WINNETKA VILLAGE	\$5,172.00
IL	WOODRIDGE VILLAGE	\$4,000.00
IL	WOODSTOCK CITY	\$8,358.53
IL	YORKVILLE CITY	\$5,447.50
	Totals for IL(253 Jurisdictions):	\$1,164,698.76
IN	ADAMS COUNTY	\$9,200.00
IN	AUSTIN TOWN	\$854.00
IN	AVON TOWN	\$1,759.98
IN	BATESVILLE CITY	\$850.00
IN	BEDFORD CITY	\$1,572.00
IN	BLUFFTON CITY	\$2,971.50
IN	BOONE COUNTY	\$1,600.00
IN	BOONVILLE CITY	\$6,573.00
IN	BOURBON TOWN	\$1,600.00
IN	BREMEN TOWN	\$400.00
IN	BROWNSBURG TOWN	\$6,812.50
IN	CEDAR LAKE TOWN	\$2,107.91
IN	CENTERVILLE TOWN	\$2,800.00
IN	CHESTERTON TOWN	\$2,700.00
IN	CHURUBUSCO TOWN	\$750.00
IN	CLERMONT TOWN	\$8,050.00
IN	CLINTON COUNTY	\$7,482.54
IN	COLUMBUS CITY	\$3,512.99
IN	CONNERSVILLE CITY	\$2,125.00
IN	CROWN POINT CITY	\$2,902.50
IN	DANVILLE TOWN	\$3,300.84
IN	ELBERFELD TOWN	\$799.00
IN	ELKHART CITY	\$17,600.00
IN	ELLETTSVILLE TOWN	\$1,792.80
IN	FERDINAND TOWN	\$387.50
IN	FISHERS TOWN	\$18,525.00
IN	FLOYD COUNTY	\$33,318.48
IN	FORTVILLE TOWN	\$5,583.80
IN	FRANKLIN CITY	\$4,291.50
IN	FRANKLIN COUNTY	\$2,437.50
IN	GARRETT CITY	\$1,750.00
IN	GAS CITY	\$4,612.50
IN	GREENCASTLE CITY	\$5,422.50
IN	GREENSBURG CITY	\$3,400.00
IN	GREENWOOD CITY	\$6,360.00
IN	GRIFFITH TOWN	\$1,625.00
IN	HAMMOND CITY	\$22,500.00
IN	HANCOCK COUNTY	\$6,899.93
IN	HIGHLAND TOWN	\$2,555.00
IN	HEMLOCK TOWN	\$3,146.50

IN	HUNTINGTON CITY	\$7,425.00
IN	JASPER CITY	\$1,998.00
IN	KNOX COUNTY	\$8,308.63
IN	KOKOMO CITY	\$10,400.00
IN	KOSCIUSKO COUNTY	\$24,000.00
IN	LAFAYETTE CITY	\$7,552.00
IN	LAPORTE CITY	\$3,137.50
IN	LAWRENCEBURG CITY	\$4,129.45
IN	LEBANON CITY	\$8,857.68
IN	LIGONIER CITY	\$3,392.50
IN	LOGANSPOUT CITY	\$3,690.00
IN	MERRILLVILLE TOWN	\$1,770.00
IN	MISHAWAKA CITY	\$30,540.00
IN	MITCHELL CITY	\$4,372.50
IN	MONTGOMERY COUNTY	\$3,911.30
IN	MORGAN COUNTY	\$7,975.00
IN	MUNCIE CITY	\$13,762.50
IN	MUNSTER TOWN	\$2,130.00
IN	NEW HAVEN CITY	\$2,460.00
IN	NEWBURGH TOWN	\$950.00
IN	NOBLESVILLE CITY	\$7,696.50
IN	NORTH VERNON CITY	\$3,694.50
IN	NORTH WEBSTER TOWN	\$824.50
IN	PERU CITY	\$5,287.50
IN	PLAINFIELD TOWN	\$7,076.98
IN	PLYMOUTH CITY	\$2,220.00
IN	PORTAGE CITY	\$6,631.00
IN	RUSHVILLE CITY	\$2,140.00
IN	SCHERERVILLE TOWN	\$6,887.50
IN	SCOTT COUNTY	\$4,815.00
IN	SCOTTSBURG CITY	\$3,000.00
IN	SEYMOUR CITY	\$3,476.00
IN	SHELBY COUNTY	\$2,322.50
IN	SOUTHPORT CITY	\$5,882.50
IN	SPENCER COUNTY	\$2,445.00
IN	SPENCER TOWN	\$5,603.25
IN	SUMMITVILLE TOWN	\$4,800.00
IN	STEBEN COUNTY GOVERNMENT	\$6,275.00
IN	TERRE HAUTE CITY	\$7,580.85
IN	TIPTON CITY	\$1,200.00
IN	TOPEKA TOWN	\$1,612.50
IN	VEEDERSBURG TOWN	\$1,600.00
IN	VINCENNES CITY	\$4,920.00
IN	WALKERTON TOWN	\$5,600.00
IN	WARSAW CITY	\$6,400.00
IN	WAYNE COUNTY	\$8,462.96
IN	WEST LAFAYETTE CITY	\$6,479.08

IN	WEST TERRE HAUTE TOWN	\$10,080.00
IN	WHITESTOWN TOWN	\$1,880.00
IN	WHITLEY COUNTY	\$6,802.00
IN	ZIONSVILLE TOWN	\$6,000.00
	Totals for IN(91 Jurisdictions):	\$513,388.95
KS	ABILENE CITY	\$1,758.00
KS	ANDERSON COUNTY	\$1,170.00
KS	ANDOVER CITY	\$2,325.00
KS	ATCHISON COUNTY	\$413.00
KS	AUGUSTA CITY	\$3,637.50
KS	BASEHOR CITY	\$1,153.50
KS	BELLE PLAINE CITY	\$770.00
KS	BURLINGTON CITY	\$811.90
KS	BUTLER COUNTY	\$11,812.50
KS	CHEROKEE COUNTY	\$2,120.00
KS	COFFEY COUNTY	\$5,961.18
KS	COLBY CITY	\$1,615.00
KS	COWLEY COUNTY	\$2,733.00
KS	CRAWFORD COUNTY	\$3,596.44
KS	DERBY CITY	\$7,110.00
KS	DODGE CITY	\$7,275.00
KS	DOUGLAS COUNTY	\$3,872.24
KS	EL DORADO CITY	\$4,229.78
KS	ELK COUNTY	\$2,400.00
KS	ELLIS CITY	\$468.59
KS	ELLSWORTH CITY	\$2,375.00
KS	EMPORIA CITY	\$2,990.00
KS	FAIRWAY CITY	\$1,010.00
KS	FORD COUNTY	\$5,339.50
KS	FRANKLIN COUNTY	\$8,701.00
KS	FRONTENAC CITY	\$681.30
KS	GALENA CITY	\$2,097.00
KS	GARDEN CITY	\$7,998.80
KS	GARNETT CITY	\$1,155.00
KS	GOODLAND CITY	\$1,235.00
KS	GRANT COUNTY	\$4,622.50
KS	GREAT BEND CITY	\$10,800.00
KS	HAYS CITY	\$4,000.00
KS	HAYSVILLE CITY	\$1,225.00
KS	HESSTON CITY	\$1,508.50
KS	HIAWATHA CITY	\$4,476.00
KS	HOLCOMB CITY	\$1,562.50
KS	IOLA CITY	\$374.50
KS	JACKSON COUNTY	\$1,912.50
KS	JEWELL COUNTY	\$342.63
KS	JOHNSON COUNTY	\$2,782.28
KS	JUNCTION CITY	\$5,262.18

KS	KANSAS	\$75,572.75
KS	LARNED CITY	\$1,047.00
KS	LAWRENCE CITY	\$4,705.59
KS	LEAVENWORTH CITY	\$2,145.00
KS	LEAWOOD CITY	\$3,847.50
KS	LENEXA CITY	\$6,440.00
KS	LIBERAL CITY	\$3,774.00
KS	LOUISBURG CITY	\$5,999.95
KS	LYNDON CITY	\$1,200.00
KS	LYON COUNTY	\$3,562.50
KS	MARION CITY	\$393.64
KS	MARSHALL COUNTY	\$2,390.00
KS	MEADE COUNTY	\$3,231.00
KS	MERRIAM CITY	\$4,600.00
KS	MISSION CITY	\$1,700.00
KS	MITCHELL COUNTY	\$4,000.00
KS	MONTGOMERY COUNTY	\$13,260.00
KS	NORTON CITY	\$1,192.50
KS	OLATHE CITY	\$5,424.96
KS	OSAGE COUNTY	\$5,523.64
KS	OTTAWA CITY	\$4,412.50
KS	OVERLAND PARK CITY	\$19,783.79
KS	PRAIRIE VILLAGE CITY	\$6,720.00
KS	PRAIRIE BAND POTAWATOMI INDIANS	\$3,250.00
KS	RENO COUNTY	\$5,200.00
KS	RILEY COUNTY	\$8,259.88
KS	ROELAND PARK CITY	\$1,530.00
KS	ROSE HILL CITY	\$400.00
KS	RUSSELL COUNTY	\$4,650.00
KS	SALINA CITY	\$7,500.00
KS	SALINE COUNTY	\$12,661.68
KS	SHAWNEE CITY	\$9,828.00
KS	SPRING HILL CITY	\$1,600.00
KS	STERLING CITY	\$1,362.50
KS	THOMAS COUNTY	\$1,200.00
KS	TONGANOXIE CITY	\$992.50
KS	VALLEY CENTER CITY	\$1,589.44
	Totals for KS(79 Jurisdictions):	\$378,634.14
KY	BEREA CITY	\$4,036.50
KY	BOWLING GREEN CITY	\$18,700.00
KY	CAMPBELL COUNTY	\$4,975.00
KY	CAMPBELLSVILLE CITY	\$1,936.00
KY	COVINGTON CITY	\$15,200.00
KY	DAYTON CITY	\$1,400.00
KY	EDGEWOOD CITY	\$705.00
KY	GEORGETOWN CITY	\$8,152.50
KY	GLASGOW CITY	\$2,833.00

KY	HENDERSON CITY	\$4,800.00
KY	INDEPENDENCE CITY	\$2,520.00
KY	JEFFERSONTOWN CITY	\$3,887.22
KY	MURRAY CITY	\$1,989.00
KY	OWENSBORO CITY	\$12,869.85
KY	PADUCAH CITY	\$8,098.38
KY	RADCLIFF CITY	\$7,199.95
KY	RICHMOND CITY	\$4,535.09
KY	RUSSELLVILLE CITY	\$2,133.50
KY	SCOTT COUNTY	\$7,370.00
KY	SHELBYVILLE CITY	\$3,982.50
KY	SOUTHGATE CITY	\$3,993.30
	Totals for KY(21 Jurisdictions):	\$121,316.79
LA	ABBEVILLE CITY	\$1,425.50
LA	ACADIA PARISH	\$8,000.00
LA	ALLEN PARISH	\$4,455.00
LA	ASCENSION PARISH	\$5,321.70
LA	BEAUREGARD PARISH	\$7,300.80
LA	BERWICK TOWN	\$4,095.00
LA	BOSSIER PARISH	\$7,648.87
LA	BREAUX BRIDGE CITY	\$3,282.23
LA	BROUSSARD TOWN	\$3,885.39
LA	CADDO PARISH	\$31,267.85
LA	CARENCRO CITY	\$7,770.78
LA	CHITIMACHA TRIBE	\$5,972.86
LA	CIVIL SHERIFF - ORLEANS PARISH	\$103,068.04
LA	EAST FELICIANA PARISH	\$4,538.50
LA	EAST BATON ROUGE PARISH SHERIFF'S OFFICE	\$43,608.08
LA	FRANKLIN CITY	\$1,200.00
LA	GREENWOOD TOWN	\$1,696.68
LA	GRETNA CITY	\$11,592.90
LA	HAMMOND CITY	\$7,400.00
LA	HARAHAN CITY	\$3,453.64
LA	INDEPENDENCE TOWN	\$1,600.00
LA	KENNER CITY	\$16,335.00
LA	KENTWOOD TOWN	\$4,317.05
LA	LAFOURCHE PARISH SHERIFF'S OFFICE	\$8,437.50
LA	LIVINGSTON PARISH	\$6,851.38
LA	LOUISIANA	\$142,464.19
LA	LUTCHER TOWN	\$800.00
LA	MONROE CITY	\$18,590.00
LA	MOREHOUSE PARISH	\$2,851.20
LA	NATCHITOCHES CITY	\$2,725.00
LA	NATCHITOCHES PARISH	\$10,995.75
LA	NEW IBERIA CITY	\$3,317.60
LA	OAKDALE CITY	\$5,989.05
LA	PEARL RIVER TOWN	\$2,937.12

LA	PLAQUEMINES PARISH	\$14,375.00
LA	POINTE COUPEE PARISH	\$3,885.00
LA	PONCHATOULA CITY	\$5,432.62
LA	PORT ALLEN CITY	\$2,636.88
LA	RAPIDES PARISH	\$21,328.86
LA	ST BERNARD PARISH	\$7,750.00
LA	ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE	\$40,000.00
LA	ST LANDRY PARISH SHERIFF DEPARTMENT	\$4,307.20
LA	ST MARTIN PARISH	\$15,876.42
LA	ST MARY PARISH	\$8,076.00
LA	ST TAMMANY PARISH	\$31,054.39
LA	SULPHUR CITY	\$5,199.94
LA	THIBODAU CITY	\$2,974.40
LA	VERMILION PARISH	\$25,609.85
LA	WALKER TOWN	\$4,116.00
LA	WEST FELICIANA PARISH	\$9,015.00
LA	ZACHARY CITY	\$24,000.00
	Totals for LA(51 Jurisdictions):	\$720,832.22
MA	ABINGTON TOWN	\$4,922.50
MA	ACTON TOWN	\$16,625.00
MA	AMESBURY TOWN	\$5,600.00
MA	AMHERST TOWN	\$8,455.00
MA	ATTLEBORO CITY	\$16,110.00
MA	AVON TOWN	\$4,714.88
MA	BARNSTABLE CITY	\$20,000.00
MA	BARRE TOWN	\$2,000.00
MA	BEDFORD TOWN	\$2,237.50
MA	BELCHERTOWN TOWN	\$4,500.00
MA	BERKLEY TOWN	\$2,190.00
MA	BERLIN TOWN	\$1,823.00
MA	BEVERLY CITY	\$4,475.00
MA	BILLERICA TOWN	\$7,375.00
MA	BLACKSTONE TOWN	\$1,600.00
MA	BOLTON TOWN	\$2,012.00
MA	BRAINTREE TOWN	\$14,295.00
MA	BRIDGEWATER TOWN	\$2,298.50
MA	BROCKTON CITY	\$15,449.50
MA	CHARLTON TOWN	\$2,110.00
MA	CHELSEA CITY	\$12,000.00
MA	CHESTER TOWN	\$1,350.00
MA	CHICOPEE CITY	\$38,400.00
MA	CLINTON TOWN	\$5,000.00
MA	COHASSET TOWN	\$980.40
MA	DANVERS TOWN	\$18,753.00
MA	DARTMOUTH TOWN	\$16,650.00
MA	DEDHAM TOWN	\$6,360.00
MA	DEERFIELD TOWN	\$2,356.25

MA	DENNIS TOWN	\$1,425.00
MA	DOVER TOWN	\$2,237.50
MA	DRACUT TOWN	\$17,005.00
MA	DUDLEY TOWN	\$7,900.00
MA	EAST BRIDGEWATER TOWN	\$9,600.00
MA	EAST LONGMEADOW TOWN	\$2,675.00
MA	EASTHAM TOWN	\$2,200.00
MA	EASTON TOWN	\$11,187.50
MA	EDGARTOWN TOWN	\$9,579.50
MA	EVERETT CITY	\$12,992.62
MA	FAIRHAVEN TOWN	\$2,385.90
MA	FALMOUTH TOWN	\$8,034.20
MA	FITCHBURG CITY	\$6,000.00
MA	FRANKLIN CITY	\$4,432.50
MA	GARDNER CITY	\$572.50
MA	GLOUCESTER CITY	\$20,196.00
MA	GRANBY TOWN	\$1,840.00
MA	GREENFIELD TOWN	\$13,375.00
MA	HADLEY TOWN	\$7,600.00
MA	HAMILTON TOWN	\$7,200.00
MA	HAMPDEN TOWN	\$2,157.50
MA	HARDWICK TOWN	\$1,900.00
MA	HARWICH TOWN	\$15,572.50
MA	HAVERHILL CITY	\$3,890.10
MA	HINGHAM TOWN	\$8,579.45
MA	HINSDALE TOWN	\$2,300.00
MA	HOLLISTON TOWN	\$1,760.00
MA	HOLYOKE CITY	\$21,000.00
MA	HOPEDALE TOWN	\$1,570.17
MA	HOPKINTON TOWN	\$3,465.60
MA	HUBBARDSTON TOWN	\$1,600.00
MA	HULL TOWN	\$5,848.20
MA	KINGSTON TOWN	\$5,817.50
MA	LAKEVILLE TOWN	\$2,968.56
MA	LANESBOROUGH TOWN	\$4,000.00
MA	LEICESTER TOWN	\$2,900.00
MA	LEOMINSTER CITY	\$25,080.00
MA	LEXINGTON TOWN	\$7,160.00
MA	LONGMEADOW TOWN	\$4,400.00
MA	LUDLOW TOWN	\$7,741.00
MA	MARBLEHEAD TOWN	\$4,410.00
MA	MARSHFIELD TOWN	\$3,727.75
MA	MEDFORD CITY	\$10,000.00
MA	MELROSE CITY	\$4,770.00
MA	MENDON TOWN	\$2,000.00
MA	MILFORD TOWN	\$2,800.00
MA	MILLIS TOWN	\$4,417.50

MA	MILTON TOWN	\$4,184.00
MA	MONTAGUE TOWN	\$7,750.00
MA	NAHANT TOWN	\$2,400.00
MA	NATICK TOWN	\$17,500.00
MA	NEEDHAM TOWN	\$5,817.50
MA	NEW BEDFORD CITY	\$50,697.00
MA	NEWBURY TOWN	\$3,600.00
MA	NORFOLK TOWN	\$3,680.78
MA	NORTH ANDOVER TOWN	\$17,200.00
MA	NORTH BROOKFIELD TOWN	\$2,000.00
MA	NORTHAMPTON CITY	\$9,900.00
MA	NORTON TOWN	\$4,425.00
MA	NORWOOD TOWN	\$8,950.00
MA	OAK BLUFFS TOWN	\$8,457.50
MA	OXFORD TOWN	\$9,600.00
MA	PALMER TOWN	\$4,950.00
MA	PAXTON TOWN	\$3,399.96
MA	PEMBROKE TOWN	\$3,507.22
MA	PHILLIPSTON TOWN	\$1,481.38
MA	PLYMOUTH TOWN	\$15,760.00
MA	PLYMPTON TOWN	\$2,487.50
MA	PRINCETON TOWN	\$2,667.60
MA	PROVINCETOWN TOWN	\$2,487.50
MA	QUINCY CITY	\$27,825.00
MA	RANDOLPH TOWN	\$11,187.50
MA	RAYNHAM TOWN	\$7,199.50
MA	READING TOWN	\$3,975.00
MA	REVERE CITY	\$33,234.00
MA	RUTLAND TOWN	\$1,136.50
MA	SALEM CITY	\$25,650.00
MA	SAUGUS TOWN	\$795.30
MA	SEEKONK TOWN	\$9,904.85
MA	SHREWSBURY TOWN	\$6,050.28
MA	SOMERSET TOWN	\$4,450.50
MA	SOMERVILLE CITY	\$24,000.00
MA	SOUTH HADLEY TOWN	\$9,900.00
MA	SOUTHBOROUGH TOWN	\$2,359.10
MA	SOUTHBRIDGE TOWN	\$1,902.45
MA	SOUTHWICK TOWN	\$3,600.00
MA	STERLING TOWN	\$5,200.00
MA	STOUGHTON TOWN	\$5,282.15
MA	STURBRIDGE TOWN	\$2,796.00
MA	SUDBURY TOWN	\$4,475.00
MA	SUNDERLAND TOWN	\$2,875.00
MA	TAUNTON CITY	\$19,690.00
MA	TEWKSBURY TOWN	\$5,478.20
MA	TISBURY TOWN	\$746.25

MA	TOPSFIELD TOWN	\$2,487.50
MA	TYNGS BOROUGH TOWN	\$3,412.00
MA	UXBRIDGE TOWN	\$4,400.00
MA	WAKEFIELD TOWN	\$3,728.73
MA	WALPOLE TOWN	\$4,475.00
MA	WALTHAM CITY	\$14,000.00
MA	WAREHAM TOWN	\$5,719.00
MA	WARREN TOWN	\$2,000.00
MA	WATERTOWN CITY	\$2,000.00
MA	WAYLAND TOWN	\$895.00
MA	WELLESLEY TOWN	\$2,685.00
MA	WEST TISBURY TOWN	\$5,057.50
MA	WESTBOROUGH TOWN	\$3,132.50
MA	WESTFIELD CITY	\$21,400.00
MA	WESTFORD TOWN	\$8,295.00
MA	WESTPORT TOWN	\$6,651.90
MA	WESTWOOD TOWN	\$3,580.00
MA	WEYMOUTH TOWN	\$8,950.00
MA	WILBRAHAM TOWN	\$3,300.00
MA	WILLIAMSBURG TOWN	\$1,200.00
MA	WILLIAMSTOWN TOWN	\$5,005.00
MA	WILMINGTON TOWN	\$7,750.00
MA	WINCHENDON TOWN	\$6,712.50
MA	WINCHESTER TOWN	\$16,788.00
MA	WOBURN CITY	\$24,738.00
MA	YARMOUTH TOWN	\$2,000.00
	Totals for MA(149 Jurisdictions):	\$1,133,894.73
MD	ABERDEEN CITY	\$5,187.00
MD	BALTIMORE COUNTY	\$31,437.98
MD	CAMBRIDGE CITY	\$4,000.00
MD	CAROLINE COUNTY	\$5,046.00
MD	CECIL COUNTY	\$3,976.75
MD	CHARLES COUNTY	\$18,202.38
MD	CHEVY CHASE VILLAGE TOWN	\$895.90
MD	DELMAR TOWN	\$3,302.00
MD	DORCHESTER COUNTY	\$4,400.00
MD	EASTON TOWN	\$6,750.00
MD	ELKTON TOWN	\$6,615.00
MD	FREDERICK CITY	\$18,000.00
MD	FRUITLAND CITY	\$4,300.00
MD	GAITHERSBURG CITY	\$7,566.00
MD	GARRETT COUNTY	\$2,272.50
MD	HAMPSTEAD TOWN	\$477.29
MD	HURLOCK TOWN	\$1,900.00
MD	HYATTSVILLE CITY	\$14,628.00
MD	LAUREL CITY	\$4,250.00
MD	MARYLAND	\$56,698.41

MD	MONTGOMERY COUNTY	\$9,331.62
MD	OCEAN CITY TOWN	\$19,010.66
MD	POCOMOKE CITY	\$2,239.88
MD	PRINCE GEORGES COUNTY	\$27,153.47
MD	RIVERDALE TOWN	\$4,125.00
MD	ROCKVILLE CITY	\$10,995.75
MD	SALISBURY CITY	\$6,075.00
MD	SEAT PLEASANT CITY	\$14,000.00
MD	TAKOMA PARK CITY	\$3,482.90
MD	WESTMINSTER CITY	\$3,093.75
MD	WICOMICO COUNTY	\$5,816.96
	Totals for MD(31 Jurisdictions):	\$305,230.20
ME	AROOSTOOK COUNTY	\$2,728.00
ME	AUBURN CITY	\$4,384.00
ME	AUGUSTA CITY	\$6,398.00
ME	BANGOR CITY	\$8,233.68
ME	BAR HARBOR TOWN	\$2,000.00
ME	BIDDEFORD CITY	\$6,000.00
ME	BRUNSWICK TOWN	\$5,600.00
ME	CARIBOU CITY	\$2,700.00
ME	CUMBERLAND TOWN	\$1,272.12
ME	DAMARISCOTTA TOWN	\$3,199.00
ME	ELIOT TOWN	\$1,650.00
ME	FAIRFIELD CITY	\$1,480.00
ME	FARMINGTON TOWN	\$2,257.89
ME	FRYEBURG TOWN	\$3,500.00
ME	GARDINER CITY	\$2,130.91
ME	HANCOCK COUNTY	\$5,980.00
ME	KITTERY TOWN	\$2,366.01
ME	KNOX COUNTY	\$7,813.50
ME	LEWISTON CITY	\$5,625.00
ME	LINCOLN COUNTY	\$3,555.00
ME	LISBON TOWN	\$5,992.88
ME	MONMOUTH TOWN	\$395.00
ME	MOUNT DESERT TOWN	\$1,000.00
ME	OLD TOWN CITY	\$1,970.00
ME	ORONO TOWN	\$2,000.00
ME	PISCATAQUIS COUNTY	\$1,116.18
ME	PITTSFIELD TOWN	\$3,920.00
ME	PORTLAND CITY	\$12,668.96
ME	RICHMOND TOWN	\$2,642.78
ME	ROCKLAND CITY	\$1,600.00
ME	RUMFORD TOWN	\$3,892.00
ME	SACO CITY	\$4,449.50
ME	SAGadahoc COUNTY	\$1,865.00
ME	SCARBOROUGH TOWN	\$7,740.00
ME	SKOWHEGAN TOWN	\$2,220.00

ME	SOMERSET COUNTY	\$6,153.00
ME	SOUTH BERWICK TOWN	\$1,234.50
ME	SOUTH PORTLAND CITY	\$8,983.00
ME	WATERVILLE CITY	\$2,000.00
ME	WELLS TOWN	\$1,207.38
ME	WESTBROOK CITY	\$5,782.50
ME	WINDHAM TOWN	\$5,909.50
ME	WINTER HARBOR TOWN	\$1,600.00
ME	WISCASSET TOWN	\$425.00
ME	YARMOUTH TOWN	\$1,704.50
ME	YORK TOWN	\$2,706.00
	Totals for ME(46 Jurisdictions):	\$170,050.79
MI	ADRIAN CITY	\$2,200.00
MI	ALBION CITY	\$3,000.00
MI	ALCONA COUNTY	\$1,019.00
MI	ALLEN PARK CITY	\$3,147.50
MI	ALPENA CITY	\$2,356.00
MI	ANTRIM COUNTY	\$4,790.00
MI	AUBURN HILLS CITY	\$4,400.00
MI	BARODA TOWNSHIP	\$1,222.50
MI	BATH CHARTER TOWNSHIP	\$5,316.25
MI	BATTLE CREEK CITY	\$6,743.58
MI	BAY CITY	\$6,635.00
MI	BELLEVUE VILLAGE	\$1,600.00
MI	BENTON CHARTER TOWNSHIP	\$7,770.00
MI	BENTON HARBOR CITY	\$4,740.00
MI	BENZIE COUNTY	\$5,466.50
MI	BERKLEY CITY	\$1,900.00
MI	BEVERLY HILLS VILLAGE	\$10,000.00
MI	BLACKMAN CHARTER TOWNSHIP	\$12,719.25
MI	BLOOMFIELD HILLS CITY	\$2,677.50
MI	BLOOMFIELD TOWNSHIP	\$800.00
MI	BRIDGEPORT CHARTER TOWNSHIP	\$2,000.00
MI	BRIDGMAN CITY	\$772.50
MI	BRIGHTON CITY	\$2,101.00
MI	BROWN CITY	\$970.00
MI	BROWNSTOWN CHARTER TOWNSHIP	\$6,357.50
MI	BUENA VISTA CHARTER TOWNSHIP	\$3,294.00
MI	CALHOUN COUNTY	\$3,644.31
MI	CANTON CHARTER TOWNSHIP	\$11,550.00
MI	CASS COUNTY	\$3,250.00
MI	CHARLEVOIX CITY	\$693.00
MI	CHARLOTTE CITY	\$2,087.50
MI	CHEBOYGAN CITY	\$1,869.25
MI	CHEBOYGAN COUNTY	\$387.50
MI	CHESTERFIELD CHARTER TOWNSHIP	\$4,290.00
MI	CHOCOLAY CHARTER TOWNSHIP	\$1,061.00

MI	CLARE CITY	\$2,940.00
MI	CLAWSON CITY	\$497.50
MI	CLINTON CHARTER TOWNSHIP	\$2,597.75
MI	CLINTON COUNTY	\$1,075.00
MI	CRAWFORD COUNTY	\$3,225.00
MI	DAVISON TOWNSHIP	\$1,335.00
MI	DE WITT CITY	\$1,040.00
MI	DEARBORN CITY	\$23,200.00
MI	DEARBORN HEIGHTS CITY	\$16,300.00
MI	DENTON TOWNSHIP	\$347.50
MI	DEWITT CHARTER TOWNSHIP	\$1,252.01
MI	DRYDEN TOWNSHIP	\$1,566.78
MI	EAST GRAND RAPIDS CITY	\$735.00
MI	EAST JORDAN CITY	\$1,787.50
MI	EAST LANSING CITY	\$4,627.50
MI	EATON COUNTY	\$3,854.98
MI	EATON RAPIDS CITY	\$750.00
MI	ERIE TOWNSHIP	\$800.00
MI	ESCANABA CITY	\$5,800.00
MI	FARMINGTON HILLS CITY	\$35,775.00
MI	FENTON CITY	\$2,115.00
MI	FLAT ROCK CITY	\$2,012.50
MI	FRANKLIN VILLAGE	\$437.50
MI	FRUITPORT CHARTER TOWNSHIP	\$1,983.73
MI	GARDEN CITY	\$4,919.00
MI	GERRISH TOWNSHIP	\$2,502.50
MI	GRAND BLANC CHARTER TOWNSHIP	\$2,720.00
MI	GRAND BLANC CITY	\$5,799.00
MI	GRAND HAVEN CITY	\$10,445.00
MI	GRAND LEDGE CITY	\$1,245.00
MI	GRAND RAPIDS CITY	\$5,527.26
MI	GRAND TRAVERSE COUNTY	\$6,862.50
MI	GRANDVILLE CITY	\$8,120.00
MI	GRATIOT COUNTY	\$14,799.83
MI	GREEN OAK TOWNSHIP	\$2,052.50
MI	GREENVILLE CITY	\$1,600.00
MI	GROSSE ILE TOWNSHIP	\$1,528.00
MI	GROSSE POINTE FARMS CITY	\$2,800.00
MI	GROSSE POINTE PARK CITY	\$8,000.00
MI	GROSSE POINTE WOODS CITY	\$4,400.00
MI	GUN LAKE TRIBE PUBLIC SAFETY	\$3,132.50
MI	HAMTRAMCK CITY	\$4,290.00
MI	HARBOR SPRINGS CITY	\$880.00
MI	HARPER WOODS CITY	\$3,160.00
MI	HART CITY	\$524.00
MI	HAZEL PARK CITY	\$3,475.00
MI	HOLLAND CITY	\$7,205.00

MI	HOUGHTON CITY	\$4,400.00
MI	HOUGHTON COUNTY	\$5,701.00
MI	HOWELL CITY	\$6,736.87
MI	HURON CHARTER TOWNSHIP	\$1,735.00
MI	HURON COUNTY	\$1,630.00
MI	INGHAM COUNTY	\$1,706.66
MI	INKSTER CITY	\$4,895.00
MI	IOSCO COUNTY	\$737.50
MI	IRONWOOD CITY	\$2,799.99
MI	JACKSON CITY	\$4,695.00
MI	JACKSON COUNTY	\$3,212.53
MI	KALAMAZOO CITY	\$32,303.75
MI	KALAMAZOO VALLEY COMM COLL	\$850.50
MI	KALKASKA COUNTY	\$4,247.50
MI	KENTWOOD CITY	\$5,880.00
MI	LAINGSBURG CITY	\$1,372.00
MI	LAKE COUNTY	\$1,490.00
MI	LANSING CITY	\$9,197.76
MI	LAPEER COUNTY	\$6,100.00
MI	LENAWEE COUNTY	\$2,999.96
MI	LINCOLN CHARTER TOWNSHIP	\$860.00
MI	LINCOLN PARK CITY	\$9,787.50
MI	LUDINGTON CITY	\$3,600.00
MI	MACKINAW CITY VILLAGE	\$1,042.50
MI	MADISON HEIGHTS CITY	\$3,260.00
MI	MANISTEE COUNTY	\$2,572.50
MI	MARINE CITY	\$1,712.50
MI	MARSHALL CITY	\$5,600.00
MI	MASON CITY	\$1,333.00
MI	MASON COUNTY	\$4,547.00
MI	MECOSTA COUNTY	\$8,717.50
MI	MELVINDALE CITY	\$1,837.50
MI	MERIDIAN CHARTER TOWNSHIP	\$2,165.00
MI	MICHIGAN	\$9,663.99
MI	MIDLAND CITY	\$1,490.00
MI	MIDLAND COUNTY	\$11,295.50
MI	MILAN CITY	\$4,504.98
MI	MONROE CITY	\$1,290.00
MI	MORENCI CITY	\$2,220.00
MI	MOUNT PLEASANT CITY	\$2,000.00
MI	MUSKEGON CHARTER TOWNSHIP	\$5,149.98
MI	MUSKEGON CITY	\$4,410.00
MI	MUSKEGON HEIGHTS CITY	\$5,350.00
MI	METRO POLICE AUTHORITY OF GENESEE COUNTY	\$2,450.00
MI	NAPOLEON TOWNSHIP	\$6,117.50
MI	NEW BALTIMORE CITY	\$1,430.00
MI	NEWAYGO CITY	\$735.00

MI	NEWAYGO COUNTY	\$1,125.00
MI	NILES CITY	\$2,030.48
MI	NORTHVILLE CITY	\$1,801.50
MI	NORTON SHORES CITY	\$2,572.50
MI	NOVI CITY	\$7,650.00
MI	OAK PARK CITY	\$2,625.00
MI	OAKLAND COUNTY	\$21,437.85
MI	OCEANA COUNTY	\$3,212.00
MI	OLIVET CITY	\$400.00
MI	ORONOKO CHARTER TOWNSHIP	\$2,687.50
MI	OWOSSO CITY	\$975.00
MI	PAW PAW VILLAGE	\$1,102.50
MI	PERRY CITY	\$1,882.50
MI	PETOSKEY CITY	\$4,455.00
MI	PINCKNEY VILLAGE	\$2,512.50
MI	PITTSFIELD CHARTER TOWNSHIP	\$3,600.00
MI	PLYMOUTH CITY	\$2,625.00
MI	PORT HURON CITY	\$5,200.00
MI	PORTAGE CITY	\$5,005.00
MI	REDFORD CHARTER TOWNSHIP	\$5,464.00
MI	RICHFIELD TOWNSHIP	\$1,200.00
MI	ROSCOMMON COUNTY	\$1,650.00
MI	ROSEVILLE CITY	\$8,360.00
MI	ROYAL OAK CITY	\$11,700.00
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	\$6,765.00
MI	SAGINAW CITY	\$7,504.50
MI	SAGINAW COUNTY	\$2,753.56
MI	SALINE CITY	\$1,912.50
MI	SANILAC COUNTY	\$6,000.00
MI	SAULT STE MARIE CITY	\$1,012.50
MI	SHELBY CHARTER TOWNSHIP	\$8,392.50
MI	SHIAWASSEE COUNTY	\$2,008.00
MI	SOUTHFIELD CITY	\$10,437.50
MI	SOUTHGATE CITY	\$3,602.50
MI	SPRINGPORT TOWNSHIP	\$1,150.00
MI	ST CHARLES VILLAGE	\$725.00
MI	ST CLAIR SHORES CITY	\$1,305.00
MI	ST JOHNS CITY	\$2,984.50
MI	ST JOSEPH CITY	\$8,000.00
MI	ST JOSEPH COUNTY	\$4,000.00
MI	STERLING HEIGHTS CITY	\$916.72
MI	STURGIS CITY	\$990.86
MI	SUMPTER TOWNSHIP	\$352.03
MI	SYLVAN LAKE CITY	\$2,800.00
MI	ST. CLAIR COUNTY	\$2,208.61
MI	TAYLOR CITY	\$4,000.00
MI	THOMAS TOWNSHIP	\$1,237.50

MI	THREE RIVERS CITY	\$1,362.50
MI	TROY CITY	\$11,037.50
MI	TUSCARORA TOWNSHIP	\$2,800.00
MI	TUSCOLA COUNTY	\$1,650.00
MI	UTICA CITY	\$1,637.50
MI	VAN BUREN CHARTER TOWNSHIP	\$1,500.00
MI	VAN BUREN COUNTY	\$4,522.50
MI	VICKSBURG VILLAGE	\$1,547.50
MI	WALKER CITY	\$2,555.00
MI	WARREN CITY	\$5,354.21
MI	WATERFORD CHARTER TOWNSHIP	\$4,770.00
MI	WAYLAND CITY	\$2,050.00
MI	WAYNE CITY	\$1,400.00
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	\$9,750.00
MI	WESTLAND CITY	\$4,875.00
MI	WEXFORD COUNTY	\$1,720.00
MI	WHITEHALL CITY	\$2,437.50
MI	WILLIAMSTON CITY	\$1,150.00
MI	WYOMING CITY	\$7,200.00
MI	YPSILANTI CITY	\$3,555.00
MI	ZEELAND CITY	\$2,225.00
	Totals for MI(197 Jurisdictions):	\$820,137.27
MN	AITKIN COUNTY	\$2,625.00
MN	ALBERT LEA CITY	\$5,500.00
MN	ALEXANDRIA CITY	\$6,921.50
MN	ANNANDALE CITY	\$1,530.00
MN	AVON CITY	\$1,779.00
MN	BAXTER CITY	\$2,652.00
MN	BELGRADE CITY	\$896.40
MN	BELTRAMI COUNTY	\$9,200.00
MN	BEMIDJI CITY	\$5,280.00
MN	BENTON COUNTY	\$3,600.00
MN	BLOOMINGTON CITY	\$11,550.00
MN	BLUE EARTH COUNTY	\$12,044.50
MN	BRAINERD CITY	\$3,054.54
MN	BREEZY POINT CITY	\$467.00
MN	BROOKLYN PARK CITY	\$5,600.07
MN	BUFFALO CITY	\$2,500.00
MN	BURNSVILLE CITY	\$11,610.00
MN	CAMBRIDGE CITY	\$800.00
MN	CANNON FALLS CITY	\$1,980.00
MN	CASS COUNTY	\$13,651.41
MN	CHAMPLIN CITY	\$2,550.00
MN	CHISHOLM CITY	\$2,776.95
MN	CLAY COUNTY	\$1,668.00
MN	CLEARWATER COUNTY	\$1,372.95
MN	CLOQUET CITY	\$2,000.00

MN	COLD SPRING CITY	\$2,104.00
MN	COTTAGE GROVE CITY	\$8,085.00
MN	CROOKSTON CITY	\$3,255.00
MN	COUNTY OF COTTONWOOD	\$1,100.00
MN	DEER RIVER CITY	\$800.00
MN	DETROIT LAKES CITY	\$2,600.00
MN	DODGE COUNTY	\$3,200.00
MN	DOUGLAS COUNTY	\$4,725.00
MN	DULUTH CITY	\$17,221.39
MN	EAST GRAND FORKS CITY	\$5,391.00
MN	EDEN PRAIRIE CITY	\$9,600.00
MN	ELK RIVER CITY	\$8,381.70
MN	ELY CITY	\$2,297.90
MN	FARMINGTON CITY	\$3,204.00
MN	FERGUS FALLS CITY	\$1,350.48
MN	FILLMORE COUNTY	\$3,120.00
MN	FOREST LAKE CITY	\$6,100.00
MN	FREEBORN COUNTY	\$3,840.00
MN	FRIDLEY CITY	\$5,165.00
MN	GLENCOE CITY	\$1,000.00
MN	GOODHUE CITY	\$5,082.00
MN	GOODHUE COUNTY	\$10,500.00
MN	GRAND RAPIDS CITY	\$2,264.88
MN	HERMANTOWN CITY	\$1,968.00
MN	HILL CITY	\$1,426.00
MN	HOUSTON COUNTY	\$4,947.50
MN	HOWARD LAKE CITY	\$1,800.00
MN	HUTCHINSON CITY	\$2,182.02
MN	INDEPENDENCE CITY	\$2,400.00
MN	ITASCA COUNTY	\$8,400.00
MN	KANDIYOHI COUNTY	\$7,565.00
MN	KASSON CITY	\$3,200.00
MN	KITTSOON COUNTY	\$2,545.45
MN	LA CRESCENT CITY	\$1,520.54
MN	LAKE CRYSTAL CITY	\$799.00
MN	LAKEFIELD CITY	\$1,227.00
MN	LAKEVILLE CITY	\$21,429.80
MN	LE CENTER CITY	\$713.00
MN	LE SUEUR CITY	\$1,200.00
MN	LE SUEUR COUNTY	\$4,581.00
MN	LESTER PRAIRIE CITY	\$718.50
MN	LEWISTON CITY	\$2,425.00
MN	LINO LAKES CITY	\$2,547.00
MN	LONG PRAIRIE CITY	\$800.00
MN	LYON COUNTY	\$1,200.00
MN	MAHNOMEN COUNTY	\$4,076.00
MN	MAPLE GROVE CITY	\$14,869.27

MN	MAPLETON CITY	\$1,128.33
MN	MAPLEWOOD CITY	\$8,378.66
MN	MCLEOD COUNTY	\$6,134.61
MN	MEEKER COUNTY	\$1,556.33
MN	MOORHEAD CITY	\$11,042.40
MN	MORRIS CITY	\$1,299.00
MN	MOUNTAIN LAKE CITY	\$1,065.00
MN	MOWER COUNTY	\$9,952.50
MN	NEW BRIGHTON CITY	\$3,995.00
MN	NEW HOPE CITY	\$3,400.00
MN	NEW PRAGUE CITY	\$2,250.50
MN	NEW RICHLAND CITY	\$3,000.00
MN	NICOLLET COUNTY	\$780.00
MN	NISSWA CITY	\$1,537.50
MN	NOBLES COUNTY	\$2,781.32
MN	NORTH BRANCH CITY	\$3,000.00
MN	NORTHFIELD CITY	\$2,750.00
MN	OSAKIS CITY	\$2,287.00
MN	OSSEO CITY	\$1,744.50
MN	PARKERS PRAIRIE CITY	\$2,048.84
MN	PLAINVIEW CITY	\$2,020.00
MN	PLYMOUTH CITY	\$9,423.20
MN	POLK COUNTY	\$4,482.00
MN	PRIOR LAKE CITY	\$5,208.00
MN	PROCTOR CITY	\$2,368.50
MN	RAMSEY CITY	\$2,296.63
MN	RICE CITY	\$448.20
MN	RICHFIELD CITY	\$4,122.83
MN	ROBBINSDALE CITY	\$1,856.19
MN	ROCK COUNTY	\$677.00
MN	ROSEAU COUNTY	\$4,376.43
MN	ROSEVILLE CITY	\$6,348.00
MN	SARTELL CITY	\$1,578.90
MN	SAUK CENTRE CITY	\$2,000.00
MN	SAUK RAPIDS CITY	\$3,646.34
MN	SAVAGE CITY	\$6,005.00
MN	SHAKOPEE CITY	\$3,600.00
MN	SHERBURNE COUNTY	\$7,190.50
MN	SHOREWOOD CITY	\$3,750.00
MN	SOUTH ST PAUL CITY	\$4,000.00
MN	SPRINGFIELD CITY	\$2,365.16
MN	SPRINGLAKE PARK CITY	\$2,000.00
MN	ST CLOUD CITY	\$15,513.73
MN	ST LOUIS PARK CITY	\$1,680.00
MN	ST PAUL PARK CITY	\$677.35
MN	STEELE COUNTY	\$3,187.45
MN	STILLWATER CITY	\$2,400.00

MN	SWIFT COUNTY	\$1,590.00
MN	TODD COUNTY	\$3,120.00
MN	VIRGINIA CITY	\$3,500.00
MN	WABASHA COUNTY	\$7,090.00
MN	WADENA COUNTY	\$3,295.56
MN	WAITE PARK CITY	\$3,396.00
MN	WASECA CITY	\$3,000.00
MN	WAYZATA CITY	\$3,600.00
MN	WEST CONCORD CITY	\$1,676.18
MN	WEST ST PAUL CITY	\$4,550.00
MN	WHEATON CITY	\$800.00
MN	WHITE BEAR LAKE CITY	\$4,042.50
MN	WILKIN COUNTY	\$2,225.00
MN	WINDOM CITY	\$1,387.05
MN	WINONA COUNTY	\$4,800.00
MN	WOODBURY CITY	\$4,000.00
MN	WYOMING CITY	\$464.98
MN	ZUMBROTA CITY	\$1,400.00
	Totals for MN(137 Jurisdictions):	\$545,826.92
MO	ADAIR COUNTY	\$2,740.03
MO	ADRIAN CITY	\$2,085.98
MO	ANDREW COUNTY	\$637.20
MO	ARNOLD CITY	\$3,714.00
MO	ASHLAND CITY	\$3,400.00
MO	AURORA CITY	\$1,200.00
MO	AVA CITY	\$1,576.00
MO	BALLWIN CITY	\$5,100.00
MO	BEL NOR VILLAGE	\$2,600.00
MO	BELLEFONTAINE NGHBRIS CITY	\$8,927.50
MO	BELTON CITY	\$1,700.00
MO	BENTON COUNTY	\$6,905.00
MO	BILLINGS CITY	\$1,363.50
MO	BLUE SPRINGS CITY	\$14,525.00
MO	BOONVILLE CITY	\$3,200.00
MO	BOWLING GREEN CITY	\$2,487.50
MO	BRANSON CITY	\$4,815.00
MO	BRECKENRIDGE HILLS CITY	\$3,975.00
MO	BROOKFIELD CITY	\$719.00
MO	BUCHANAN COUNTY	\$31,311.14
MO	BUFFALO CITY	\$3,555.50
MO	BYRNES MILL CITY	\$1,825.00
MO	CALDWELL COUNTY	\$7,004.00
MO	CALLAWAY COUNTY	\$3,300.00
MO	CALVERTON PARK VILLAGE	\$800.00
MO	CAMDEN COUNTY	\$6,082.78
MO	CAMDENTON CITY	\$1,350.00
MO	CAPE GIRARDEAU CITY	\$8,180.00

MO	CAPE GIRARDEAU COUNTY	\$7,997.50
MO	CARL JUNCTION CITY	\$352.50
MO	CARTERVILLE CITY	\$2,000.00
MO	CHAFFEE CITY	\$3,150.00
MO	CHESTERFIELD CITY	\$8,250.00
MO	CHILLICOTHE CITY	\$1,945.00
MO	CHRISTIAN COUNTY	\$4,409.90
MO	CLAYTON CITY	\$9,900.00
MO	CLINTON CITY	\$2,779.00
MO	COLE COUNTY	\$8,250.00
MO	COOPER COUNTY	\$3,425.00
MO	COTTLEVILLE CITY	\$4,125.00
MO	CRANE CITY	\$1,356.00
MO	CREVE COEUR CITY	\$3,300.00
MO	CRYSTAL CITY	\$2,784.00
MO	DEXTER CITY	\$3,014.73
MO	DOUGLAS COUNTY	\$1,188.00
MO	DUNKLIN COUNTY	\$4,317.50
MO	ELLISVILLE CITY	\$2,000.00
MO	EUREKA CITY	\$2,883.50
MO	EXCELSIOR SPRINGS CITY	\$2,992.00
MO	FLORISSANT CITY	\$6,187.50
MO	FULTON CITY	\$2,946.00
MO	GLENDALE CITY	\$2,399.97
MO	GREENWOOD CITY	\$555.00
MO	HANNIBAL CITY	\$3,251.35
MO	HAZELWOOD CITY	\$7,200.00
MO	HOWELL COUNTY	\$4,075.00
MO	JEFFERSON CITY	\$3,865.50
MO	JOPLIN CITY	\$9,599.84
MO	KANSAS CITY	\$22,458.98
MO	KIMBERLING CITY CITY	\$1,282.50
MO	KIRKWOOD CITY	\$8,525.00
MO	LAKE LOTAWANA CITY	\$2,210.00
MO	LAMAR CITY	\$3,079.87
MO	LAWRENCE COUNTY	\$15,399.86
MO	LEES SUMMIT CITY	\$4,786.02
MO	LEWIS COUNTY	\$1,870.98
MO	LIBERTY CITY	\$3,846.38
MO	LICKING CITY	\$2,410.00
MO	LINCOLN CITY	\$1,376.00
MO	LINCOLN COUNTY	\$17,600.00
MO	LINN CITY	\$3,795.00
MO	LIVINGSTON COUNTY	\$2,767.50
MO	MARIONVILLE CITY	\$800.00
MO	MARYVILLE CITY	\$2,164.50
MO	MCDONALD COUNTY	\$2,745.00

MO	MISSOURI	\$8,827.32
MO	MOLINE ACRES CITY	\$5,999.60
MO	MONETT CITY	\$4,000.00
MO	MONITEAU COUNTY	\$1,849.95
MO	MONROE COUNTY	\$3,158.96
MO	MOSCOW MILLS CITY	\$800.00
MO	NEOSHO CITY	\$1,983.00
MO	NEVADA CITY	\$2,451.18
MO	NEW MADRID COUNTY	\$6,050.00
MO	NEWTON COUNTY	\$8,371.88
MO	NIXA CITY	\$4,532.50
MO	NORTH KANSAS CITY	\$3,900.00
MO	O FALLON CITY	\$11,498.25
MO	OAK GROVE CITY	\$3,640.00
MO	OLIVETTE CITY	\$1,630.00
MO	OSAGE BEACH CITY	\$1,990.00
MO	OSAGE COUNTY	\$3,113.55
MO	OVERLAND CITY	\$6,665.00
MO	OZARK CITY	\$3,599.96
MO	PLEASANT VALLEY CITY	\$3,474.00
MO	POPLAR BLUFF CITY	\$15,400.00
MO	RAYMORE CITY	\$2,418.06
MO	RAYTOWN CITY	\$12,308.00
MO	REPUBLIC CITY	\$3,043.96
MO	RICHMOND HEIGHTS CITY	\$412.50
MO	RIVERSIDE CITY	\$2,000.00
MO	ROCKAWAY BEACH CITY	\$1,600.00
MO	ROLLA CITY	\$3,750.00
MO	SEDALIA CITY	\$2,701.41
MO	SIKESTON CITY	\$5,815.00
MO	SMITHVILLE CITY	\$4,081.00
MO	ST ANN CITY	\$21,600.00
MO	ST CHARLES CITY	\$11,137.50
MO	ST CLAIR COUNTY	\$6,380.00
MO	ST JOSEPH CITY	\$10,934.00
MO	ST PETERS CITY	\$7,600.00
MO	ST. JOHN P.D.	\$2,000.00
MO	STODDARD COUNTY	\$4,653.50
MO	SUGAR CREEK CITY	\$2,025.00
MO	TANEY COUNTY	\$4,549.95
MO	TEXAS COUNTY	\$936.50
MO	TOWN AND COUNTRY CITY	\$1,947.50
MO	TRENTON CITY	\$1,258.67
MO	TROY CITY	\$5,366.47
MO	UNION CITY	\$2,655.00
MO	UNIVERSITY CITY	\$4,647.50
MO	VELDA VILLAGE CITY	\$4,971.00

MO	VINITA PARK CITY	\$10,000.00
MO	WARRENSBURG CITY	\$7,707.68
MO	WARRENTON CITY	\$1,237.50
MO	WEATHERBY LAKE CITY	\$1,940.43
MO	WEBB CITY	\$8,365.50
MO	WEBSTER GROVES CITY	\$3,875.00
MO	WEST PLAINS CITY	\$2,413.00
MO	WILLARD CITY	\$2,732.50
	Totals for MO(130 Jurisdictions):	\$624,695.79
MS	AMORY CITY	\$2,230.34
MS	BATESVILLE CITY	\$4,800.00
MS	BROOKHAVEN CITY	\$2,706.98
MS	COLUMBUS CITY	\$13,525.00
MS	CORINTH CITY	\$8,912.25
MS	FOREST CITY	\$1,912.92
MS	FORREST COUNTY	\$4,668.54
MS	GREENWOOD CITY	\$6,875.00
MS	HANCOCK COUNTY	\$6,700.85
MS	HATTIESBURG CITY	\$15,600.00
MS	HERNANDO CITY	\$3,750.00
MS	HORN LAKE CITY	\$2,800.00
MS	JACKSON PUBLIC SCH DIST	\$2,576.00
MS	JONES COUNTY	\$13,515.00
MS	LAMAR COUNTY	\$8,342.60
MS	LAUDERDALE COUNTY	\$4,651.85
MS	LAUREL CITY	\$4,000.00
MS	LEAKE COUNTY	\$2,345.70
MS	LEE COUNTY	\$4,170.00
MS	LOWNDES COUNTY	\$6,016.86
MS	LUCEDALE CITY	\$6,825.00
MS	LONG BEACH	\$5,250.00
MS	MERIDIAN CITY	\$10,500.00
MS	MIZE TOWN CITY	\$2,400.00
MS	MONTICELLO TOWN	\$800.00
MS	NATCHEZ CITY	\$18,135.00
MS	NEWTON CITY	\$4,144.66
MS	NEWTON COUNTY	\$2,460.50
MS	OLIVE BRANCH CITY	\$16,516.13
MS	PASCAGOULA CITY	\$2,025.00
MS	PASS CHRISTIAN CITY	\$1,432.35
MS	PEARL RIVER VALLEY WATER SUPPLY DISTRICT	\$2,200.00
MS	PONTOTOC CITY	\$6,250.00
MS	POPLARVILLE CITY	\$3,100.00
MS	PRENTISS COUNTY	\$8,100.00
MS	RICHLAND CITY	\$3,388.50
MS	RIDGELAND CITY	\$3,280.00
MS	SENATOBIA CITY	\$5,630.37

MS	SIMPSON COUNTY	\$2,550.56
MS	SOUTHAVEN CITY	\$3,480.00
MS	STARKVILLE CITY	\$12,400.00
MS	STONE COUNTY	\$7,487.50
MS	TUNICA TOWN	\$1,590.00
MS	TUPELO CITY	\$7,879.50
MS	WASHINGTON COUNTY	\$5,062.50
MS	WAVELAND CITY	\$3,500.00
MS	WALLS TOWN	\$2,320.00
	Totals for MS(47 Jurisdictions):	\$268,807.46
MT	BLAINE COUNTY	\$3,364.38
MT	BUTTE-SILVER BOW CITY AND COUNTY	\$6,000.00
MT	BOZEMAN CITY	\$4,400.00
MT	CASCADE COUNTY	\$6,800.00
MT	COLUMBIA FALLS CITY	\$1,213.28
MT	FERGUS COUNTY	\$3,197.80
MT	GALLATIN COUNTY	\$2,072.08
MT	GREAT FALLS CITY	\$7,742.10
MT	HAVRE CITY	\$3,613.50
MT	HELENA CITY	\$4,127.70
MT	KALISPELL CITY	\$5,010.00
MT	LAKE COUNTY	\$3,995.00
MT	LEWIS AND CLARK COUNTY	\$5,021.50
MT	LEWISTOWN CITY	\$1,364.56
MT	LINCOLN COUNTY	\$2,284.44
MT	MANHATTAN TOWN	\$1,519.22
MT	MILES CITY	\$1,179.50
MT	MONTANA	\$965.90
MT	PETROLEUM COUNTY	\$754.76
MT	RAVALLI COUNTY	\$5,910.00
MT	RONAN CITY	\$4,366.71
MT	SHERIDAN COUNTY	\$2,340.00
MT	SWEET GRASS COUNTY	\$1,191.00
MT	TETON COUNTY	\$1,939.22
MT	TROY CITY	\$916.16
MT	VALLEY COUNTY	\$2,440.00
MT	WHITEFISH CITY	\$1,623.00
MT	WOLF POINT CITY	\$1,474.00
	Totals for MT(28 Jurisdictions):	\$86,825.81
NC	ABERDEEN TOWN	\$1,918.75
NC	AHOSKIE TOWN	\$5,486.96
NC	ALBEMARLE CITY	\$3,899.91
NC	ANGIER TOWN	\$4,684.25
NC	ASHEVILLE CITY	\$30,870.00
NC	AYDEN TOWN	\$1,821.38
NC	BANNER ELK TOWN	\$1,005.78
NC	BEAUFORT TOWN	\$493.16

NC	BEECH MOUNTAIN TOWN	\$2,425.00
NC	BELHAVEN TOWN	\$2,880.00
NC	BELMONT CITY	\$7,445.50
NC	BLACK MOUNTAIN TOWN	\$1,213.52
NC	BLOWING ROCK TOWN	\$2,123.66
NC	BOILING SPRING LAKES CITY	\$1,291.46
NC	BOONE TOWN	\$4,399.96
NC	BURLINGTON CITY	\$19,386.34
NC	BURNSVILLE TOWN	\$1,412.20
NC	CANTON TOWN	\$1,832.12
NC	CARRBORO TOWN	\$1,654.38
NC	CASWELL COUNTY	\$5,085.00
NC	CHAPEL HILL TOWN	\$20,875.75
NC	CHATHAM COUNTY	\$4,708.35
NC	CLAYTON TOWN	\$6,710.26
NC	CLEVELAND COUNTY	\$7,445.81
NC	CLINTON CITY	\$3,125.00
NC	COLUMBUS COUNTY	\$5,600.00
NC	CONCORD CITY	\$37,400.00
NC	CRAMERTON TOWN	\$2,300.69
NC	DARE COUNTY	\$3,629.26
NC	DAVIE COUNTY	\$16,000.00
NC	DUCK TOWN	\$2,609.56
NC	DUNN CITY	\$4,340.00
NC	ELIZABETH CITY	\$7,339.50
NC	ELIZABETHTOWN TOWN	\$5,273.63
NC	ELON COLLEGE TOWN	\$3,242.50
NC	FOREST CITY TOWN	\$6,160.00
NC	FOUR OAKS TOWN	\$955.06
NC	FRANKLIN COUNTY	\$3,322.50
NC	FUQUAY-VARINA TOWN	\$3,948.17
NC	GARNER TOWN	\$6,035.00
NC	GRAHAM CITY	\$5,352.10
NC	GREENVILLE CITY	\$19,695.00
NC	HALIFAX COUNTY	\$8,379.15
NC	HAVELOCK CITY	\$2,240.00
NC	HAW RIVER TOWN	\$2,640.00
NC	HAYWOOD COUNTY	\$3,962.50
NC	HENDERSON CITY	\$4,822.50
NC	HENDERSONVILLE CITY	\$6,400.00
NC	HICKORY CITY	\$14,400.00
NC	HIGHLANDS TOWN	\$3,458.70
NC	HOKE COUNTY	\$9,911.18
NC	HOPE MILLS TOWN	\$3,602.85
NC	HUNTERSVILLE TOWN	\$4,572.47
NC	JACKSONVILLE CITY	\$18,232.00
NC	KERNERSVILLE TOWN	\$12,875.00

NC	KILL DEVIL HILLS TOWN	\$1,850.36
NC	KINGS MOUNTAIN CITY	\$3,099.60
NC	KINSTON CITY	\$6,870.38
NC	KITTY HAWK TOWN	\$812.50
NC	KNIGHTDALE TOWN	\$2,540.00
NC	LELAND TOWN	\$3,000.00
NC	LENOIR CITY	\$3,909.50
NC	LONG VIEW TOWN	\$1,149.78
NC	LOWELL CITY	\$1,608.67
NC	LUMBERTON CITY	\$10,031.50
NC	MACON COUNTY	\$7,194.73
NC	MAIDEN TOWN	\$2,123.41
NC	MANTEO TOWN	\$1,240.97
NC	MAYODAN TOWN	\$4,547.58
NC	MCDOWELL COUNTY	\$21,150.00
NC	MONTGOMERY COUNTY	\$4,371.88
NC	MOREHEAD CITY	\$3,339.50
NC	MORRISVILLE TOWN	\$3,807.00
NC	MOUNT HOLLY CITY	\$2,582.40
NC	NAGS HEAD TOWN	\$1,476.74
NC	NEW BERN CITY	\$12,504.99
NC	NEWTON CITY	\$4,681.55
NC	NORTH TOPSAIL BEACH TOWN	\$3,437.15
NC	OXFORD CITY	\$3,742.63
NC	PAMLICO COUNTY	\$2,707.80
NC	PASQUOTANK COUNTY	\$3,959.00
NC	PERQUIMANS COUNTY	\$3,477.96
NC	PINEVILLE TOWN	\$2,938.35
NC	ROANOKE RAPIDS CITY	\$5,364.06
NC	ROCKINGHAM COUNTY	\$5,043.68
NC	ROCKY MOUNT CITY	\$19,226.96
NC	RUTHERFORD COUNTY	\$13,519.66
NC	SALISBURY CITY	\$6,922.00
NC	SAMPSON COUNTY	\$5,785.50
NC	SMITHFIELD TOWN	\$2,386.97
NC	SOUTHERN PINES TOWN	\$5,373.50
NC	SOUTHERN SHORES TOWN	\$754.64
NC	SPENCER TOWN	\$1,643.95
NC	STALLINGS TOWN	\$2,175.00
NC	STATESVILLE CITY	\$10,385.65
NC	SHELBY	\$6,314.98
NC	SUGAR MOUNTAIN VILLAGE	\$375.60
NC	THOMASVILLE CITY	\$6,590.00
NC	VALDESE TOWN	\$2,786.27
NC	WADESBORO TOWN	\$4,574.98
NC	WAKE FOREST TOWN	\$8,032.50
NC	WASHINGTON COUNTY	\$3,636.29

NC	WENDELL TOWN	\$2,400.00
NC	WHISPERING PINES VILLAGE	\$1,125.01
NC	WILKESBORO TOWN	\$4,108.80
NC	WILLIAMSTON TOWN	\$3,400.00
NC	WILSON CITY	\$11,519.50
NC	WILSON COUNTY	\$6,138.13
NC	WILSON'S MILLS TOWN	\$1,874.85
NC	WOODFIN TOWN	\$1,892.45
NC	YADKIN COUNTY	\$14,753.00
NC	YOUNGSVILLE TOWN	\$2,800.00
NC	ZEBULON TOWN	\$2,691.50
	Totals for NC(113 Jurisdictions):	\$660,645.18
ND	ADAMS COUNTY	\$1,121.00
ND	BISMARCK CITY	\$20,788.20
ND	BOTTINEAU COUNTY	\$1,458.45
ND	BOWMAN CITY	\$1,598.00
ND	BURLEIGH COUNTY	\$4,400.00
ND	DEVILS LAKE CITY	\$2,256.00
ND	DICKINSON CITY	\$5,757.95
ND	GRAND FORKS CITY	\$25,579.39
ND	GRAND FORKS COUNTY	\$4,492.80
ND	MANDAN CITY	\$5,200.00
ND	MCKENZIE COUNTY	\$3,134.41
ND	MINOT CITY	\$8,000.00
ND	MORTON COUNTY	\$8,500.00
ND	RENVILLE COUNTY	\$800.00
ND	STARK COUNTY	\$5,778.79
ND	STUTSMAN COUNTY	\$9,143.50
ND	VALLEY CITY	\$4,200.00
ND	WAHPETON CITY	\$2,000.00
ND	WALSH COUNTY	\$2,368.23
ND	WARD COUNTY	\$4,938.00
ND	WATFORD CITY	\$2,726.64
	Totals for ND(21 Jurisdictions):	\$124,241.36
NE	BEATRICE CITY	\$1,598.00
NE	BELLEVUE CITY	\$8,000.00
NE	BOYS TOWN VILLAGE	\$1,035.00
NE	BUFFALO COUNTY	\$2,625.00
NE	CHADRON CITY	\$3,400.00
NE	COLUMBUS CITY	\$2,615.00
NE	CRETE CITY	\$800.00
NE	DAKOTA COUNTY	\$3,688.35
NE	DODGE COUNTY	\$2,625.00
NE	GRAND ISLAND CITY	\$10,544.99
NE	HALL COUNTY	\$5,807.38
NE	HASTINGS CITY	\$3,275.00
NE	KEARNEY CITY	\$12,081.74

NE	LA VISTA CITY	\$4,440.00
NE	LEXINGTON CITY	\$2,400.00
NE	LINCOLN COUNTY	\$3,150.00
NE	NEMAHA COUNTY	\$1,853.90
NE	NORFOLK CITY	\$3,515.02
NE	NORTH PLATTE CITY	\$4,146.00
NE	OGALLALA CITY	\$1,215.00
NE	PAPILLION CITY	\$4,935.00
NE	PLATTSMOUTH CITY	\$2,800.00
NE	RALSTON CITY	\$800.00
NE	SAUNDERS COUNTY	\$2,088.00
NE	SCOTTSBLUFF CITY	\$2,682.50
NE	SIDNEY CITY	\$2,765.00
NE	SOUTH SIOUX CITY	\$5,252.50
NE	STANTON COUNTY	\$509.00
NE	VALENTINE CITY	\$1,901.00
NE	WAHOO CITY	\$695.00
NE	WASHINGTON COUNTY	\$2,550.00
	Totals for NE(31 Jurisdictions):	\$105,793.38
NH	ALLENTOWN TOWN	\$3,495.95
NH	ALTON TOWN	\$852.50
NH	BARRINGTON TOWN	\$4,690.50
NH	BERLIN CITY	\$13,705.00
NH	BOW TOWN	\$1,687.50
NH	CAMPTON TOWN	\$1,497.00
NH	CHESHIRE COUNTY	\$2,305.00
NH	CHESTER TOWN	\$800.00
NH	CONCORD CITY	\$6,712.50
NH	DERRY TOWN	\$5,917.28
NH	DOVER CITY	\$8,194.68
NH	DUNBARTON TOWN	\$312.50
NH	EXETER TOWN	\$2,464.00
NH	GILFORD TOWN	\$2,162.50
NH	GOFFSTOWN TOWN	\$3,850.00
NH	HAMPTON FALLS TOWN	\$1,192.50
NH	HANCOCK TOWN	\$4,800.00
NH	HANOVER TOWN	\$1,520.00
NH	HAVERHILL TOWN	\$3,063.75
NH	HILLSBORO TOWN	\$2,685.00
NH	HOOKSETT TOWN	\$2,782.50
NH	JAFFREY TOWN	\$2,170.00
NH	KEENE CITY	\$5,588.00
NH	LACONIA CITY	\$2,927.50
NH	LANCASTER TOWN	\$459.80
NH	LEBANON CITY	\$2,250.00
NH	LISBON TOWN	\$1,343.79
NH	LONDONDERRY TOWN	\$8,400.00

NH	MERRIMACK TOWN	\$2,714.25
NH	MILFORD TOWN	\$3,410.00
NH	MILTON TOWN	\$1,607.50
NH	MONT VERNON TOWN	\$1,575.00
NH	NASHUA CITY	\$22,400.00
NH	NEW BOSTON TOWN	\$1,200.00
NH	NEWFIELDS TOWN	\$1,192.50
NH	NEWMARKET TOWN	\$2,295.00
NH	NORTH HAMPTON TOWN	\$1,600.00
NH	PORTSMOUTH CITY	\$7,160.86
NH	ROCHESTER CITY	\$8,750.00
NH	RUMNEY TOWN	\$598.50
NH	STRATHAM TOWN	\$2,138.50
NH	THORNTON TOWN	\$846.90
NH	WAKEFIELD TOWN	\$1,425.00
NH	WINDHAM TOWN	\$2,660.00
	Totals for NH(44 Jurisdictions):	\$159,403.76
NJ	ABSECON CITY	\$4,000.00
NJ	ALLENTOWN BOROUGH	\$472.73
NJ	ANDOVER TOWNSHIP	\$1,960.00
NJ	ASBURY PARK CITY	\$14,739.73
NJ	ATLANTIC CITY	\$21,896.00
NJ	ATLANTIC HIGHLANDS BOROUGH	\$2,377.38
NJ	BARNEGAT TOWNSHIP	\$13,599.95
NJ	BARRINGTON BOROUGH	\$1,423.50
NJ	BAYONNE CITY	\$18,287.50
NJ	BEDMINSTER TOWNSHIP	\$2,032.98
NJ	BELLEVILLE TOWNSHIP	\$9,968.75
NJ	BELLMAWR BOROUGH	\$3,180.60
NJ	BERGENFIELD BOROUGH	\$7,612.36
NJ	BERKELEY TOWNSHIP	\$8,000.00
NJ	BERLIN BOROUGH	\$880.00
NJ	BERNARDS TOWNSHIP	\$3,537.72
NJ	BERNARDSVILLE BOROUGH	\$1,201.20
NJ	BLOOMFIELD TOWNSHIP	\$10,790.00
NJ	BLOOMINGDALE BOROUGH	\$2,213.75
NJ	BOGOTA BOROUGH	\$2,000.00
NJ	BORDENTOWN CITY	\$2,733.25
NJ	BORDENTOWN TOWNSHIP	\$546.50
NJ	BOUND BROOK BOROUGH	\$2,464.00
NJ	BRADLEY BEACH BOROUGH	\$1,071.60
NJ	BRIDGETON CITY	\$5,600.00
NJ	BRIGANTINE CITY	\$5,301.00
NJ	BURLINGTON CITY	\$5,550.00
NJ	BURLINGTON TOWNSHIP	\$3,850.00
NJ	BUTLER BOROUGH	\$2,700.00
NJ	BRIDGEWATER TOWNSHIP	\$9,301.60

NJ	CALDWELL BOROUGH	\$2,190.00
NJ	CAPE MAY COUNTY	\$16,400.00
NJ	CARNEYS POINT TOWNSHIP	\$2,537.50
NJ	CARTERET BOROUGH	\$11,887.50
NJ	CHATHAM BOROUGH	\$2,818.80
NJ	CHERRY HILL TOWNSHIP	\$42,391.26
NJ	CHESTERFIELD TOWNSHIP	\$1,609.50
NJ	CINNAMINSON TOWNSHIP	\$3,776.00
NJ	CLARK TOWNSHIP	\$15,187.50
NJ	CLAYTON BOROUGH	\$3,831.80
NJ	CLIFTON CITY	\$5,480.75
NJ	COLTS NECK TOWNSHIP	\$1,514.97
NJ	CRANFORD TOWNSHIP	\$6,059.88
NJ	CRESSKILL BOROUGH	\$2,737.00
NJ	DEAL BOROUGH	\$1,575.00
NJ	DELANCO TOWNSHIP	\$3,430.00
NJ	DELAWARE TOWNSHIP	\$1,890.90
NJ	DELRAN TOWNSHIP	\$2,393.84
NJ	DENVILLE TOWNSHIP	\$4,800.00
NJ	DOVER TOWN	\$5,301.00
NJ	DUMONT BOROUGH	\$998.82
NJ	EAST HANOVER TOWNSHIP	\$5,376.00
NJ	EAST NEWARK BOROUGH	\$3,200.00
NJ	EASTAMPTON TOWNSHIP	\$4,793.22
NJ	EGG HARBOR CITY	\$1,462.50
NJ	ELMWOOD PARK BOROUGH	\$8,360.00
NJ	ENGLEWOOD CITY	\$2,850.00
NJ	EVESHAM TOWNSHIP	\$4,012.00
NJ	EWING TOWNSHIP	\$3,781.80
NJ	EAST WINDSOR TOWNSHIP	\$6,677.70
NJ	FAIRVIEW BOROUGH	\$2,898.00
NJ	FLORENCE TOWNSHIP	\$4,277.00
NJ	FLORHAM PARK BOROUGH	\$4,312.00
NJ	FORT LEE BOROUGH	\$10,397.40
NJ	FRANKLIN BOROUGH	\$2,120.40
NJ	FRANKLIN TOWNSHIP	\$1,828.50
NJ	FREEHOLD BOROUGH	\$1,602.00
NJ	FREEHOLD TOWNSHIP	\$4,427.50
NJ	GALLOWAY TOWNSHIP	\$10,948.00
NJ	GARWOOD BOROUGH	\$1,709.40
NJ	GLASSBORO BOROUGH	\$5,340.00
NJ	GLOUCESTER CITY	\$2,000.00
NJ	GLOUCESTER TOWNSHIP	\$21,246.00
NJ	GREEN BROOK TOWNSHIP	\$2,954.30
NJ	GREENWICH TOWNSHIP	\$2,000.00
NJ	GUTTENBERG TOWN	\$4,666.20
NJ	HACKENSACK CITY	\$29,984.85

NJ	HACKETTSTOWN TOWN	\$1,600.00
NJ	HADDON HEIGHTS BOROUGH	\$1,140.00
NJ	HADDON TOWNSHIP	\$2,019.83
NJ	HADDONFIELD BOROUGH	\$4,000.00
NJ	HALEDON BOROUGH	\$4,321.00
NJ	HAMILTON TOWNSHIP (MAYS LANDING)	\$3,075.00
NJ	HAMILTON TOWNSHIP (TRENTON)	\$29,781.68
NJ	HARDYSTON TOWNSHIP	\$2,863.00
NJ	HARRISON TOWN	\$6,532.25
NJ	HARRISON TOWNSHIP	\$1,553.10
NJ	HARVEY CEDARS BOROUGH	\$1,000.00
NJ	HASBROUCK HEIGHTS BOROUGH	\$4,585.21
NJ	HAWTHORNE BOROUGH	\$3,684.50
NJ	HAZLET TOWNSHIP	\$4,500.00
NJ	HI NELLA BOROUGH	\$1,425.00
NJ	HILLSBOROUGH TOWNSHIP	\$9,522.80
NJ	HILLSDALE BOROUGH	\$4,400.00
NJ	HOBOKEN CITY	\$11,334.40
NJ	HOLMDEL TOWNSHIP	\$2,798.78
NJ	HOPATCONG BOROUGH	\$9,079.28
NJ	HIGHLAND PARK	\$2,000.00
NJ	JACKSON TOWNSHIP	\$7,237.50
NJ	KEANSBURG BOROUGH	\$4,754.75
NJ	KENILWORTH BOROUGH	\$2,247.50
NJ	KINNELON BOROUGH	\$864.20
NJ	LAWRENCE TOWNSHIP	\$3,757.05
NJ	LEONIA BOROUGH	\$3,420.00
NJ	LITTLE EGG HARBOR TOWNSHIP	\$3,540.00
NJ	LITTLE FERRY BOROUGH	\$2,400.00
NJ	LIVINGSTON TOWNSHIP	\$6,511.29
NJ	LOGAN TOWNSHIP	\$1,960.00
NJ	LONG BEACH TOWNSHIP	\$6,600.00
NJ	LONG BRANCH CITY	\$9,256.50
NJ	LOWER ALLOWAYS CREEK TOWNSHIP	\$2,000.00
NJ	LOWER TOWNSHIP	\$11,742.00
NJ	LUMBERTON TOWNSHIP	\$1,512.00
NJ	LYNDHURST TOWNSHIP	\$4,369.75
NJ	MAGNOLIA BOROUGH	\$951.08
NJ	MANALAPAN TOWNSHIP	\$6,413.28
NJ	MANTUA TOWNSHIP	\$2,196.00
NJ	MANVILLE BOROUGH	\$1,577.40
NJ	MAPLE SHADE TOWNSHIP	\$6,624.70
NJ	MAPLEWOOD TOWNSHIP	\$4,369.75
NJ	MARLBORO TOWNSHIP	\$21,694.58
NJ	MEDFORD LAKES BOROUGH	\$1,960.00
NJ	MEDFORD TOWNSHIP	\$3,353.58
NJ	MENDHAM TOWNSHIP	\$1,034.16

NJ	METUCHEN BOROUGH	\$2,800.00
NJ	MIDDLE TOWNSHIP	\$5,070.00
NJ	MIDDLESEX BOROUGH	\$1,976.70
NJ	MIDLAND PARK BOROUGH	\$1,306.80
NJ	MILLTOWN BOROUGH	\$2,502.50
NJ	MILLVILLE CITY	\$4,941.00
NJ	MONROE TOWNSHIP	\$11,355.20
NJ	MONTCLAIR TOWNSHIP	\$13,615.20
NJ	MONTGOMERY TOWNSHIP	\$450.00
NJ	MONTVALE BOROUGH	\$2,000.00
NJ	MONTVILLE TOWNSHIP	\$6,000.00
NJ	MOORESTOWN TOWNSHIP	\$2,582.72
NJ	MORRIS PLAINS BOROUGH	\$800.00
NJ	MORRIS TOWNSHIP	\$2,504.61
NJ	MOUNT EPHRAIM BOROUGH	\$851.95
NJ	MOUNT HOLLY TOWNSHIP	\$3,600.00
NJ	MOUNT LAUREL TOWNSHIP	\$4,427.40
NJ	MOUNT OLIVE TOWNSHIP	\$3,435.60
NJ	MOUNTAIN LAKES BOROUGH	\$3,534.93
NJ	MULICA TOWNSHIP	\$2,247.50
NJ	NEPTUNE CITY BOROUGH	\$1,365.00
NJ	NEPTUNE TOWNSHIP	\$6,906.90
NJ	NEW BRUNSWICK CITY	\$8,121.30
NJ	NEW PROVIDENCE BOROUGH	\$1,902.16
NJ	NEWTON TOWN	\$2,160.87
NJ	NORTH BERGEN TOWNSHIP	\$3,534.93
NJ	NORTH BRUNSWICK TOWNSHIP	\$9,526.00
NJ	NORTH HALEDON BOROUGH	\$4,800.00
NJ	NORTH PLAINFIELD BOROUGH	\$7,694.82
NJ	NORTHFIELD CITY	\$2,000.00
NJ	NUTLEY TOWNSHIP	\$5,898.75
NJ	OAKLAND BOROUGH	\$457.80
NJ	OAKLYN BOROUGH	\$2,325.00
NJ	OCEAN CITY	\$9,100.00
NJ	OCEAN GATE BOROUGH	\$783.06
NJ	OCEAN TOWNSHIP (OAKHURST)	\$5,148.00
NJ	OCEAN TOWNSHIP (WARETOWN)	\$2,335.00
NJ	OLD BRIDGE TOWNSHIP	\$13,125.00
NJ	OLD TAPPAN BOROUGH	\$1,950.00
NJ	ORADELL BOROUGH	\$3,325.00
NJ	PALISADES PARK BOROUGH	\$6,077.50
NJ	PALMYRA BOROUGH	\$3,222.80
NJ	PARAMUS BOROUGH	\$9,986.34
NJ	PARK RIDGE BOROUGH	\$440.00
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	\$16,977.70
NJ	PASSAIC CITY	\$37,149.60
NJ	PAULSBORO BOROUGH	\$2,262.00

NJ	PEAPACK GLADSTONE BOROUGH	\$518.00
NJ	PEMBERTON BOROUGH	\$400.00
NJ	PENNS GROVE BOROUGH	\$6,965.00
NJ	PENNSVILLE TOWNSHIP	\$1,377.00
NJ	PEQUANNOCK TOWNSHIP	\$2,400.00
NJ	PERTH AMBOY CITY	\$10,620.00
NJ	PHILLIPSBURG TOWN	\$3,270.00
NJ	PINE HILL BOROUGH	\$2,524.95
NJ	PLAINFIELD CITY	\$15,149.70
NJ	PLAINSBORO TOWNSHIP	\$2,555.85
NJ	PLUMSTED TOWNSHIP	\$1,284.00
NJ	POINT PLEASANT BOROUGH	\$3,126.20
NJ	POMPTON LAKES BOROUGH	\$2,128.00
NJ	RAHWAY CITY	\$9,990.00
NJ	RANDOLPH TOWNSHIP	\$9,999.99
NJ	RARITAN TOWNSHIP	\$3,200.00
NJ	RED BANK BOROUGH	\$2,800.00
NJ	RIDGEFIELD BOROUGH	\$2,630.35
NJ	RIDGEFIELD PARK VILLAGE	\$5,493.51
NJ	RINGWOOD BOROUGH	\$2,898.00
NJ	RIVER EDGE BOROUGH	\$3,600.00
NJ	RIVER VALE TOWNSHIP	\$1,751.00
NJ	RIVERDALE BOROUGH	\$1,009.98
NJ	RIVERTON BOROUGH	\$492.23
NJ	ROCKAWAY BOROUGH	\$4,200.00
NJ	ROSELAND BOROUGH	\$4,754.75
NJ	ROSELLE BOROUGH	\$4,374.00
NJ	ROXBURY TOWNSHIP	\$1,994.00
NJ	RUNNEMEDE BOROUGH	\$1,426.62
NJ	RUTHERFORD BOROUGH	\$435.60
NJ	SADDLE RIVER BOROUGH	\$971.60
NJ	SALEM COUNTY	\$1,986.00
NJ	SCOTCH PLAINS TOWNSHIP	\$4,046.30
NJ	SECAUCUS TOWN	\$14,887.60
NJ	SHREWSBURY BOROUGH	\$900.00
NJ	SOUTH BRUNSWICK TOWNSHIP	\$2,255.00
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	\$5,992.92
NJ	SOUTH RIVER BOROUGH	\$5,319.60
NJ	SPARTA TOWNSHIP	\$3,120.00
NJ	SPRING LAKE BOROUGH	\$2,524.88
NJ	SPRING LAKE HTS BOROUGH	\$1,500.00
NJ	STAFFORD TOWNSHIP	\$8,932.65
NJ	SUMMIT CITY	\$2,190.00
NJ	TEANECK TOWNSHIP	\$15,178.80
NJ	TOTOWA BOROUGH	\$2,380.00
NJ	TRENTON CITY	\$40,500.00
NJ	UNION CITY	\$5,514.60

NJ	UNION TOWNSHIP	\$15,384.00
NJ	UPPER SADDLE RIVER BOROUGH	\$1,248.23
NJ	VERNON TOWNSHIP	\$4,950.75
NJ	VINELAND CITY	\$17,108.00
NJ	VOORHEES TOWNSHIP	\$5,210.80
NJ	WALDWICK BOROUGH	\$3,435.60
NJ	WALL TOWNSHIP	\$9,654.40
NJ	WALLINGTON BOROUGH	\$3,600.00
NJ	WANAQUE BOROUGH	\$2,656.50
NJ	WARREN TOWNSHIP	\$3,048.50
NJ	WASHINGTON TOWNSHIP (ROBBINSVILLE)	\$3,453.45
NJ	WASHINGTON TOWNSHIP (TURNERSVILLE)	\$7,161.00
NJ	WAYNE TOWNSHIP	\$23,056.60
NJ	WEEHAWKEN TOWNSHIP	\$6,657.56
NJ	WEST DEPTFORD TOWNSHIP	\$7,574.85
NJ	WEST LONG BRANCH BOROUGH	\$2,633.45
NJ	WEST MILFORD TOWNSHIP	\$16,944.08
NJ	WEST NEW YORK TOWN	\$18,000.00
NJ	WEST ORANGE TOWNSHIP	\$7,526.75
NJ	WEST PATERSON BOROUGH	\$4,185.97
NJ	WEST WILDWOOD BOROUGH	\$800.00
NJ	WESTFIELD TOWN	\$9,341.85
NJ	WHARTON BOROUGH	\$1,145.20
NJ	WILDWOOD CREST BOROUGH	\$3,132.50
NJ	WILLINGBORO TOWNSHIP	\$9,617.00
NJ	WINSLOW TOWNSHIP	\$7,574.85
NJ	WOODBURY CITY	\$3,989.50
NJ	WOODBURY HEIGHTS BOROUGH	\$2,075.99
NJ	WOODCLIFF LAKE BOROUGH	\$1,931.61
NJ	WASHINGTON TOWNSHIP	\$4,707.00
	Totals for NJ(248 Jurisdictions):	\$1,378,844.10
NM	ALAMOGORDO CITY	\$6,800.00
NM	AZTEC CITY	\$1,872.47
NM	BERNALILLO TOWN	\$4,560.00
NM	CLOVIS CITY	\$13,410.00
NM	CURRY COUNTY	\$5,105.61
NM	DEMING CITY	\$2,595.60
NM	EDGEWOOD TOWN	\$4,063.47
NM	ESPANOLA CITY	\$10,429.56
NM	FARMINGTON CITY	\$21,150.00
NM	JEMEZ SPRINGS VILLAGE	\$705.90
NM	LAS VEGAS CITY	\$1,904.13
NM	LEA COUNTY	\$8,000.00
NM	LINCOLN COUNTY	\$6,000.00
NM	LOS LUNAS VILLAGE	\$4,200.00
NM	LOS ALAMOS COUNTY	\$2,650.00
NM	OTERO COUNTY	\$11,400.00

NM	PUEBLO OF SANDIA	\$5,418.00
NM	RAMAH NAVAJO CHAPTER	\$2,036.00
NM	RIO ARriba COUNTY	\$9,316.89
NM	RIO RANCHO CITY	\$11,779.25
NM	RUIDOSO VILLAGE	\$1,173.00
NM	SAN MIGUEL COUNTY	\$2,400.00
NM	SANTA FE CITY	\$12,282.50
NM	SANTA FE COUNTY	\$2,750.84
NM	SANTA ROSA CITY	\$1,200.00
NM	VALENCIA COUNTY	\$8,646.72
	Totals for NM(26 Jurisdictions):	\$161,849.94
NV	BOULDER CITY	\$4,950.00
NV	DOUGLAS COUNTY	\$43,725.00
NV	ELKO CITY	\$9,450.00
NV	ELKO COUNTY	\$10,800.00
NV	EUREKA COUNTY	\$400.00
NV	FALLON CITY	\$6,420.00
NV	LYON COUNTY	\$15,104.00
NV	MINERAL COUNTY	\$4,800.00
NV	NEVADA	\$9,454.39
NV	WEST WENDOVER CITY	\$2,000.00
NV	WINNEMUCCA CITY	\$8,525.00
	Totals for NV(11 Jurisdictions):	\$115,628.39
NY	AKRON VILLAGE	\$1,860.00
NY	ALBANY CITY	\$21,900.00
NY	ALLEGANY COUNTY	\$5,255.85
NY	AMITYVILLE VILLAGE	\$8,393.28
NY	AMSTERDAM CITY	\$9,044.00
NY	ARDSLEY VILLAGE	\$1,544.40
NY	ATHENS VILLAGE	\$4,048.00
NY	AUBURN CITY	\$6,400.00
NY	AVON VILLAGE	\$500.00
NY	BATAVIA CITY	\$3,563.80
NY	BEACON CITY	\$4,185.41
NY	BEDFORD TOWN	\$3,145.50
NY	BETHLEHEM TOWN	\$1,820.00
NY	BINGHAMTON CITY	\$8,000.00
NY	BLASDELL VILLAGE	\$4,800.00
NY	BRANT TOWN	\$2,725.00
NY	BREWSTER VILLAGE	\$2,537.50
NY	BRIARCLIFF MANOR VILLAGE	\$8,000.00
NY	CANAJOHARIE VILLAGE	\$2,972.50
NY	CANANDAIGUA CITY	\$3,825.00
NY	CARMEL TOWN	\$403.13
NY	CATSKILL VILLAGE	\$3,172.00
NY	CATTARAUGUS COUNTY	\$14,000.00
NY	CAYUGA COUNTY	\$26,552.50

NY	CHEEKTOWAGA TOWN	\$11,696.40
NY	CHEMUNG COUNTY	\$5,200.00
NY	CHENANGO COUNTY	\$6,042.50
NY	CICERO TOWN	\$2,335.00
NY	CLARKSTOWN TOWN	\$9,900.00
NY	COBLESKILL VILLAGE	\$2,810.00
NY	COHOES CITY	\$3,200.00
NY	COLD SPRING VILLAGE	\$1,574.00
NY	COLONIE TOWN	\$10,000.00
NY	COLUMBIA COUNTY	\$4,897.50
NY	CORNING CITY	\$1,812.50
NY	CORNWALL ON HUDSON VILLAGE	\$1,140.00
NY	CORNWALL TOWN	\$2,289.00
NY	CORTLAND COUNTY	\$10,650.00
NY	CRAWFORD TOWN	\$5,400.00
NY	CROTON ON HUDSON VILLAGE	\$1,975.00
NY	DE WITT TOWN	\$2,702.70
NY	DEERPARK TOWN	\$3,013.44
NY	DELAWARE COUNTY	\$2,826.20
NY	DELHI VILLAGE	\$6,772.37
NY	DEPEW VILLAGE	\$4,162.76
NY	DOBBS FERRY VILLAGE	\$7,614.81
NY	DRYDEN VILLAGE	\$1,750.00
NY	DUNKIRK CITY	\$4,958.80
NY	EAST GREENBUSH TOWN	\$3,025.00
NY	EAST ROCHESTER VILLAGE	\$2,898.43
NY	EASTCHESTER TOWN	\$5,474.00
NY	ELMIRA CITY	\$7,875.00
NY	ELMIRA HEIGHTS VILLAGE	\$469.50
NY	ENDICOTT VILLAGE	\$3,620.00
NY	ESSEX COUNTY	\$2,850.00
NY	EVANS TOWN	\$2,289.60
NY	FALLSBURG TOWN	\$1,200.00
NY	FISHKILL VILLAGE	\$3,000.00
NY	FORT PLAIN VILLAGE	\$2,000.00
NY	FRANKFORT TOWN	\$4,000.00
NY	FRANKLIN COUNTY	\$1,225.00
NY	FREEMPORT VILLAGE	\$7,194.00
NY	FULTON CITY	\$8,163.40
NY	GATES TOWN	\$2,147.85
NY	GENESEE COUNTY	\$6,753.50
NY	GENESEO VILLAGE	\$800.00
NY	GENEVA CITY	\$2,250.00
NY	GLENVILLE TOWN	\$2,747.52
NY	GOUVERNEUR VILLAGE	\$1,350.00
NY	GREAT NECK ESTATES VILLAGE	\$668.25
NY	GREECE TOWN	\$4,815.25

NY	GREENBURGH TOWN	\$36,487.50
NY	GREENE COUNTY	\$4,800.00
NY	GROTON VILLAGE	\$1,847.01
NY	GUILDERLAND TOWN	\$7,702.50
NY	HAMBURG TOWN	\$6,000.00
NY	HARRIMAN VILLAGE	\$570.00
NY	HARRISON TOWN	\$11,407.00
NY	HEMPSTEAD VILLAGE	\$9,372.00
NY	HOOSICK FALLS VILLAGE	\$5,294.45
NY	HUDSON FALLS VILLAGE	\$1,600.00
NY	HYDE PARK TOWN	\$1,533.88
NY	ILION VILLAGE	\$1,425.00
NY	INTERLAKEN VILLAGE	\$2,400.00
NY	IRONDEQUOIT TOWN	\$4,590.00
NY	JOHNSON CITY VILLAGE	\$6,037.50
NY	KENMORE VILLAGE	\$1,129.50
NY	KENSINGTON VILLAGE	\$1,797.00
NY	KENT TOWN	\$4,945.50
NY	LACKAWANNA CITY	\$8,750.00
NY	LAKE SUCCESS VILLAGE	\$3,066.00
NY	LAKEWOOD VILLAGE	\$1,375.00
NY	LEWISTON VILLAGE	\$1,725.00
NY	LIBERTY VILLAGE	\$2,137.50
NY	LITTLE FALLS CITY	\$414.02
NY	LIVERPOOL VILLAGE	\$1,158.30
NY	LIVINGSTON COUNTY	\$9,045.11
NY	LLOYD TOWN	\$8,719.20
NY	LOCKPORT CITY	\$3,940.83
NY	LONG BEACH CITY	\$1,800.00
NY	LOWVILLE VILLAGE	\$905.95
NY	MACEDON TOWN	\$467.50
NY	MADISON COUNTY	\$18,400.00
NY	MALVERNE VILLAGE	\$7,920.00
NY	MAMARONECK VILLAGE	\$7,100.00
NY	MANLIUS TOWN	\$3,013.20
NY	MARLBOROUGH TOWN	\$1,995.00
NY	MEDINA VILLAGE	\$1,462.50
NY	MENANDS VILLAGE	\$1,343.79
NY	MOHAWK VILLAGE	\$2,648.70
NY	MONROE VILLAGE	\$3,200.00
NY	MONTGOMERY TOWN	\$3,088.00
NY	MONTGOMERY VILLAGE	\$1,635.00
NY	MOUNT HOPE TOWN	\$2,900.00
NY	MOUNT VERNON CITY	\$13,125.00
NY	MT. MORRIS	\$2,000.00
NY	NASSAU VILLAGE	\$2,000.00
NY	NEW CASTLE TOWN	\$3,800.00

NY	NEW HARTFORD TOWN	\$2,215.36
NY	NEW ROCHELLE CITY	\$25,125.00
NY	NEW WINDSOR TOWN	\$5,812.50
NY	NEW YORK MILLS VILLAGE	\$2,445.00
NY	NEWBURGH CITY	\$11,000.00
NY	NIAGARA FALLS CITY	\$12,000.00
NY	NIAGARA TOWN	\$10,000.00
NY	NORFOLK TOWN	\$1,106.46
NY	NORTH GREENBUSH TOWN	\$3,627.00
NY	NORTH SALEM TOWN	\$1,125.00
NY	NORTH TONAWANDA CITY	\$5,004.75
NY	NORWICH CITY	\$800.00
NY	NORTH COLLINS VILLAGE	\$2,306.25
NY	OGDEN TOWN	\$1,147.50
NY	OLD WESTBURY VILLAGE	\$2,048.75
NY	OLEAN CITY	\$13,200.00
NY	OLIVE TOWN	\$4,800.00
NY	ONEIDA CITY	\$5,595.70
NY	ONEONTA CITY	\$3,221.78
NY	ORANGETOWN TOWN	\$7,600.00
NY	ORCHARD PARK TOWN	\$2,225.00
NY	ORLEANS COUNTY	\$9,832.50
NY	OSWEGO CITY	\$5,728.20
NY	PEEKSKILL CITY	\$2,324.50
NY	PENN YAN VILLAGE	\$400.00
NY	PIERMONT VILLAGE	\$1,575.00
NY	PLATTSBURGH CITY	\$6,525.00
NY	PORT CHESTER VILLAGE	\$5,900.00
NY	POTSDAM VILLAGE	\$995.00
NY	POUGHKEEPSIE CITY	\$6,710.00
NY	POUGHKEEPSIE TOWN	\$6,430.00
NY	PUTNAM COUNTY	\$30,030.00
NY	QUOGUE VILLAGE	\$1,983.50
NY	RENSSELAER CITY	\$3,740.00
NY	RIVERHEAD TOWN	\$20,074.50
NY	ROCKVILLE CENTRE VILLAGE	\$2,871.00
NY	ROSENDALE TOWN	\$1,676.70
NY	RYE BROOK VILLAGE	\$3,832.00
NY	RYE CITY	\$4,400.00
NY	SARANAC LAKE VILLAGE	\$1,200.00
NY	SARATOGA SPRINGS CITY	\$16,000.00
NY	SCHENECTADY CITY	\$15,033.60
NY	SCHOHARIE COUNTY	\$6,617.50
NY	SCHUYLER COUNTY	\$2,596.14
NY	SCOTIA VILLAGE	\$2,646.70
NY	SENECA FALLS VILLAGE	\$2,388.00
NY	SHELTER ISLAND TOWN	\$399.00

NY	SHERRILL CITY	\$800.00
NY	SIDNEY VILLAGE	\$2,680.51
NY	SLEEPY HOLLOW VILLAGE	\$4,653.68
NY	SOMERS TOWN	\$2,400.00
NY	SOUTHAMPTON TOWNSHIP	\$12,136.50
NY	SOUTHOLD TOWN	\$5,383.50
NY	SPRING VALLEY VILLAGE	\$3,712.50
NY	SPRINGVILLE VILLAGE	\$2,100.00
NY	STEUBEN COUNTY	\$8,550.00
NY	STONY POINT TOWN	\$4,108.50
NY	SUFFERN VILLAGE	\$5,775.00
NY	SULLIVAN COUNTY	\$6,150.00
NY	TARRYTOWN VILLAGE	\$936.36
NY	TONAWANDA CITY	\$2,348.50
NY	TONAWANDA TOWN	\$5,186.50
NY	TOWN OF WINDHAM	\$392.00
NY	TROY CITY	\$16,560.00
NY	TUCKAHOE VILLAGE	\$2,337.50
NY	TUPPER LAKE VILLAGE	\$1,087.50
NY	TUXEDO PARK VILLAGE	\$1,284.07
NY	ULSTER TOWN	\$3,200.00
NY	UTICA CITY	\$15,848.00
NY	VERNON VILLAGE	\$2,000.00
NY	VESTAL TOWN	\$4,840.00
NY	WALDEN VILLAGE	\$1,635.00
NY	WALLKILL TOWN	\$2,695.00
NY	WAPPINGERS FALLS VILLAGE	\$2,896.00
NY	WARWICK TOWN	\$8,250.00
NY	WASHINGTON COUNTY	\$6,663.93
NY	WATERFRONT COMM OF NEW YORK HARBOR	\$7,392.00
NY	WATERVLIET CITY	\$1,960.00
NY	WAYNE COUNTY	\$9,597.29
NY	WELLSVILLE VILLAGE	\$1,668.00
NY	WEST SENECA TOWN	\$3,375.00
NY	WHITE PLAINS CITY	\$17,872.65
NY	WHITESBORO VILLAGE	\$2,948.40
NY	WOODBURY TOWN	\$1,309.50
NY	WOODSTOCK TOWN	\$5,964.00
NY	WYOMING COUNTY	\$8,000.00
NY	YATES COUNTY	\$4,602.15
NY	YORKTOWN TOWN	\$6,577.50
	Totals for NY(206 Jurisdictions):	\$1,060,453.52
OH	AMERICAN TOWNSHIP	\$1,870.00
OH	ASHLAND COUNTY	\$9,571.80
OH	ATHENS CITY	\$3,150.00
OH	ATHENS COUNTY	\$7,940.10
OH	BARBERTON CITY	\$2,275.00

OH	BAY VILLAGE CITY	\$1,814.00
OH	BEACHWOOD CITY	\$10,222.50
OH	BEAVERCREEK CITY	\$5,250.00
OH	BEDFORD CITY	\$3,907.50
OH	BEDFORD HEIGHTS CITY	\$3,345.00
OH	BELLBROOK CITY	\$536.72
OH	BELMONT COUNTY	\$1,200.00
OH	BEXLEY CITY	\$2,760.03
OH	BRECKSVILLE CITY	\$5,322.00
OH	BRIMFIELD TOWNSHIP	\$2,174.98
OH	BROOKFIELD TOWNSHIP	\$2,634.66
OH	BROOKVILLE VILLAGE	\$1,230.23
OH	BROWN COUNTY	\$3,844.50
OH	BRUNSWICK HILLS TOWNSHIP	\$488.50
OH	CANFIELD CITY	\$3,448.44
OH	CANTON CITY	\$34,880.00
OH	CARROLL COUNTY	\$20,113.65
OH	CARROLL VILLAGE	\$3,200.00
OH	CENTERVILLE CITY	\$3,200.00
OH	CHARDON VILLAGE	\$1,537.00
OH	CHILlicothe CITY	\$6,473.43
OH	COLERAIN TOWNSHIP	\$5,045.10
OH	CORTLAND CITY	\$2,400.00
OH	CUYAHOGA FALLS CITY	\$3,525.00
OH	CUYAHOGA METROPOLITAN HOUSING AUTHORITY	\$7,802.00
OH	DARKE COUNTY	\$16,739.45
OH	DEFIANCE CITY	\$5,503.50
OH	DELHI TOWNSHIP	\$2,800.00
OH	DOYLESTOWN VILLAGE	\$2,000.00
OH	DUBLIN CITY	\$7,191.00
OH	ELYRIA CITY	\$32,400.00
OH	ERIE COUNTY	\$20,000.00
OH	EUCLID CITY	\$6,800.00
OH	FAIRBORN CITY	\$4,000.00
OH	FINDLAY CITY	\$7,546.00
OH	FOREST PARK CITY	\$3,196.50
OH	GALLIA COUNTY	\$2,000.00
OH	GARFIELD HEIGHTS CITY	\$6,750.00
OH	GEAUGA COUNTY	\$6,187.15
OH	GERMAN TOWNSHIP	\$2,203.49
OH	GOSHEN TOWNSHIP	\$2,217.40
OH	GREEN TOWNSHIP	\$2,590.00
OH	GROVE CITY	\$3,985.75
OH	GROVEPORT VILLAGE	\$2,689.26
OH	HAMILTON CITY	\$13,214.40
OH	HARDIN COUNTY	\$4,075.00
OH	HENRY COUNTY	\$10,227.89

OH	HIGHLAND COUNTY	\$2,400.00
OH	HIGHLAND HEIGHTS CITY	\$2,121.20
OH	HILLIARD CITY	\$4,325.80
OH	HILLSBORO CITY	\$1,457.00
OH	HOLLAND VILLAGE	\$1,648.50
OH	HOLMES COUNTY	\$7,820.00
OH	HUBER HEIGHTS CITY	\$5,600.00
OH	HUDSON VILLAGE CITY	\$2,407.50
OH	HURON COUNTY	\$7,205.25
OH	KENTON CITY	\$1,600.00
OH	KIRTLAND CITY	\$2,000.00
OH	KIRTLAND HILLS VILLAGE	\$1,600.00
OH	LAKEWOOD CITY	\$11,772.00
OH	LIMA CITY	\$7,600.00
OH	LYNDHURST CITY	\$5,200.00
OH	MANSFIELD CITY	\$10,400.00
OH	MAPLE HEIGHTS CITY	\$9,025.00
OH	MARIEMONT VILLAGE	\$1,254.00
OH	MARYSVILLE CITY	\$4,387.50
OH	MASON CITY	\$11,137.50
OH	MAUMEE CITY	\$5,600.00
OH	MENTOR CITY	\$17,852.13
OH	MIAMISBURG CITY	\$4,359.25
OH	MILFORD CITY	\$1,950.00
OH	MINERVA PARK VILLAGE	\$1,069.50
OH	MORaine CITY	\$4,770.50
OH	MOUNT HEALTHY CITY	\$2,502.50
OH	MUNROE FALLS CITY	\$3,599.96
OH	MUSKINGUM COUNTY	\$9,463.50
OH	NEW LEBANON VILLAGE	\$846.00
OH	NEWARK CITY	\$2,000.00
OH	NORTHFIELD VILLAGE	\$800.00
OH	NORTHWOOD CITY	\$1,837.70
OH	OAKWOOD CITY	\$2,398.35
OH	OAKWOOD VILLAGE	\$5,599.98
OH	OREGON CITY	\$4,252.50
OH	OTTAWA COUNTY	\$2,217.81
OH	OXFORD CITY	\$2,400.00
OH	OLMSTED TOWNSHIP	\$2,800.00
OH	PARMA CITY	\$13,242.50
OH	PICKAWAY COUNTY	\$4,008.00
OH	PIQUA CITY	\$2,765.00
OH	PLAIN CITY VILLAGE	\$1,394.00
OH	PERRY TOWNSHIP	\$2,000.00
OH	RAVENNA CITY	\$2,985.00
OH	RICHMOND HEIGHTS CITY	\$5,355.50
OH	SANDUSKY CITY	\$5,100.00

OH	SANDUSKY COUNTY	\$2,340.00
OH	SHAKER HEIGHTS CITY	\$8,606.25
OH	SHELBY CITY	\$910.00
OH	SIDNEY CITY	\$2,117.90
OH	SILVER LAKE VILLAGE	\$1,199.99
OH	SINCLAIR COMMUNITY COLL	\$4,501.60
OH	SOUTH EUCLID CITY	\$4,362.50
OH	SPRINGDALE CITY	\$1,185.75
OH	SPRINGFIELD CITY	\$11,162.50
OH	SPRINGFIELD TOWNSHIP (AKRON)	\$2,574.00
OH	SPRINGFIELD TOWNSHIP (CINCINNATI)	\$5,600.00
OH	STREETSBORO CITY	\$4,650.00
OH	SYLVANIA TOWNSHIP	\$6,393.00
OH	TRENTON CITY	\$3,465.00
OH	TROTWOOD CITY	\$2,184.45
OH	TROY CITY	\$6,000.00
OH	TUSCARAWAS COUNTY	\$5,598.75
OH	TWINSBURG CITY	\$6,027.45
OH	UNION CITY	\$2,607.50
OH	UNION COUNTY	\$9,647.50
OH	UNION TOWNSHIP	\$8,628.69
OH	UNIVERSITY HEIGHTS CITY	\$1,875.00
OH	UPPER ARLINGTON CITY	\$7,768.32
OH	URBANA CITY	\$1,200.00
OH	VALLEY VIEW VILLAGE	\$2,700.00
OH	VANDALIA CITY	\$2,385.25
OH	VERMILION CITY	\$2,975.00
OH	WADSWORTH CITY	\$1,766.49
OH	WALTON HILLS VILLAGE	\$1,175.00
OH	WARREN CITY	\$18,800.00
OH	WARRENSVILLE HEIGHTS CITY	\$4,000.00
OH	WEST LAFAYETTE VILLAGE	\$2,635.26
OH	WEST MILTON VILLAGE	\$1,078.91
OH	WESTERVILLE CITY	\$5,600.00
OH	WESTLAKE CITY	\$2,291.50
OH	WHITEHALL CITY	\$8,550.00
OH	WILLIAMS COUNTY	\$3,491.60
OH	WORTHINGTON CITY	\$4,580.00
OH	XENIA CITY	\$2,467.50
OH	YOUNGSTOWN CITY	\$16,000.00
	Totals for OH(139 Jurisdictions):	\$730,712.52
OK	ARDMORE CITY	\$1,600.00
OK	BARTLESVILLE CITY	\$6,900.00
OK	BETHANY CITY	\$3,990.85
OK	BIXBY CITY	\$3,494.75
OK	CANADIAN COUNTY	\$6,317.77
OK	CHOCTAW CITY	\$2,100.00

OK	CLAREMORE CITY	\$8,452.50
OK	CUSTER COUNTY	\$4,800.00
OK	DURANT CITY	\$6,000.00
OK	EL RENO CITY	\$3,975.00
OK	ENID CITY	\$13,700.00
OK	GUTHRIE CITY	\$3,875.00
OK	MADILL CITY	\$5,070.50
OK	MARIETTA CITY	\$1,099.16
OK	MARSHALL COUNTY	\$5,433.37
OK	MCALESTER CITY	\$1,812.20
OK	MCINTOSH COUNTY	\$4,248.75
OK	MOORE CITY	\$9,000.00
OK	MUSKOGEE CITY	\$3,161.21
OK	NICHOLS HILLS CITY	\$3,761.00
OK	NOBLE CITY	\$1,029.60
OK	OKLAHOMA	\$42,476.15
OK	OWASSO CITY	\$5,477.55
OK	ROGERS COUNTY	\$16,400.00
OK	SAND SPRINGS CITY	\$2,312.50
OK	SEMINOLE CITY	\$2,914.56
OK	STROUD CITY	\$1,192.50
OK	TAHLEQUAH CITY	\$2,789.96
OK	WOODWARD CITY	\$3,600.00
	Totals for OK(29 Jurisdictions):	\$176,984.88
OR	ALBANY CITY	\$9,240.00
OR	ASHLAND CITY	\$6,310.00
OR	ASTORIA CITY	\$1,895.00
OR	AUMSVILLE CITY	\$1,800.00
OR	BAKER COUNTY	\$2,261.50
OR	BEAVERTON CITY	\$21,197.00
OR	BENTON COUNTY	\$7,600.00
OR	BLACK BUTTE	\$1,275.00
OR	CANBY CITY	\$3,080.00
OR	CANNON BEACH CITY	\$1,455.00
OR	CLATSOP COUNTY	\$9,600.00
OR	COBURG CITY	\$5,600.00
OR	COOS BAY CITY	\$2,562.50
OR	CORVALLIS CITY	\$7,740.00
OR	COTTAGE GROVE CITY	\$455.00
OR	DALLAS CITY	\$2,065.00
OR	FLORENCE CITY	\$2,800.00
OR	FOREST GROVE CITY	\$2,131.27
OR	GLADSTONE CITY	\$1,750.00
OR	HOOD RIVER CITY	\$1,220.00
OR	HUBBARD CITY	\$1,590.00
OR	INDEPENDENCE CITY	\$1,485.00
OR	JOSEPHINE COUNTY	\$4,340.00

OR	KEIZER CITY	\$7,624.00
OR	KLAMATH COUNTY	\$8,000.00
OR	LA GRANDE CITY	\$2,850.00
OR	LINCOLN COUNTY	\$15,375.00
OR	MALHEUR COUNTY	\$3,200.00
OR	MALIN CITY	\$1,720.00
OR	MILTON FREEWATER CITY	\$1,187.38
OR	MILWAUKIE CITY	\$2,050.00
OR	MOLALLA CITY	\$2,237.50
OR	MYRTLE POINT CITY	\$5,197.50
OR	NEWBERG CITY	\$3,862.50
OR	OREGON CITY	\$3,690.00
OR	PENDLETON CITY	\$3,000.00
OR	POLK COUNTY	\$6,830.00
OR	REEDSPORT CITY	\$1,200.00
OR	ROSEBURG CITY	\$5,445.50
OR	SANDY CITY	\$4,572.00
OR	SILVERTON CITY	\$2,000.00
OR	SPRINGFIELD CITY	\$2,956.62
OR	STAYTON CITY	\$1,599.98
OR	SUTHERLIN CITY	\$3,652.00
OR	TIGARD TOWN	\$10,462.50
OR	TILLAMOOK COUNTY	\$8,000.00
OR	TOLEDO CITY	\$571.45
OR	TUALATIN CITY	\$5,199.75
OR	WARRENTON CITY	\$1,600.00
OR	WASCO COUNTY	\$2,175.00
OR	WOODBURN CITY	\$3,534.00
	Totals for OR(51 Jurisdictions):	\$219,244.95
PA	ABINGTON TOWNSHIP	\$10,581.50
PA	ALLEGHENY COUNTY HOUSING AUTHORITY	\$850.00
PA	ALTOONA CITY	\$6,475.00
PA	AMITY TOWNSHIP	\$312.78
PA	APOLLO BOROUGH	\$399.98
PA	ARMSTRONG COUNTY	\$2,002.39
PA	ASTON TOWNSHIP	\$3,306.45
PA	ATHENS BOROUGH	\$800.00
PA	AVALON BOROUGH	\$2,400.00
PA	BADEN BOROUGH	\$4,125.00
PA	BEAVER BOROUGH	\$7,950.00
PA	BELL ACRES BOROUGH	\$1,382.43
PA	BELLEFONTE BOROUGH	\$1,383.00
PA	BENSALEM TOWNSHIP	\$12,758.76
PA	BERLIN BOROUGH	\$1,979.50
PA	BERN TOWNSHIP	\$4,773.42
PA	BETHEL PARK MUNICIPALITY	\$3,050.00
PA	BETHEL TOWNSHIP	\$2,400.00

PA	BIRMINGHAM TOWNSHIP	\$2,730.75
PA	BLOOMSBURG TOWN	\$2,000.00
PA	BRADFORD CITY	\$6,077.50
PA	BRADFORD COUNTY	\$1,477.50
PA	BRISTOL BOROUGH	\$2,363.63
PA	BRISTOL TOWNSHIP	\$2,860.00
PA	BROOKHAVEN BOROUGH	\$2,085.63
PA	BUCKINGHAM TOWNSHIP	\$807.69
PA	BUFFALO TOWNSHIP	\$2,000.00
PA	BUSHKILL TOWNSHIP	\$1,752.00
PA	BUTLER CITY	\$1,600.00
PA	CARLISLE BOROUGH	\$8,469.50
PA	CARROLL TOWNSHIP	\$1,039.99
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	\$4,000.00
PA	CHELTENHAM TOWNSHIP	\$8,750.00
PA	CHESTER CITY	\$14,524.13
PA	CHIPPEWA TOWNSHIP	\$3,955.50
PA	CHRISTIANA BOROUGH	\$2,000.00
PA	CLAIRTON CITY	\$799.00
PA	CLARION COUNTY	\$8,547.93
PA	CLARKS SUMMIT BOROUGH	\$800.00
PA	CLAY TOWNSHIP	\$1,912.66
PA	CLEARFIELD BOROUGH	\$1,378.50
PA	CLEARFIELD COUNTY	\$4,070.00
PA	COAL TOWNSHIP	\$562.00
PA	COATESVILLE CITY	\$2,745.54
PA	COLUMBIA BOROUGH	\$2,495.40
PA	CONEWAGO TOWNSHIP	\$513.53
PA	CONNELLSVILLE CITY	\$6,000.00
PA	CONSHOHOCKEN BOROUGH	\$1,504.16
PA	CORAOPOLIS BOROUGH	\$970.00
PA	CORNWALL BOROUGH	\$1,625.00
PA	CRANBERRY TOWNSHIP	\$4,740.00
PA	CRAWFORD COUNTY	\$6,630.51
PA	CRESSON BOROUGH	\$839.00
PA	CRESSON TOWNSHIP	\$750.00
PA	CUMBERLAND TOWNSHIP	\$2,685.00
PA	CUMRU TOWNSHIP	\$8,389.50
PA	COLONIAL REGIONAL POLICE DEPARTMENT	\$2,877.00
PA	DANVILLE BOROUGH	\$800.00
PA	DARBY BOROUGH	\$2,385.00
PA	DELMONT BOROUGH	\$800.00
PA	DERRY TOWNSHIP	\$4,800.00
PA	DONORA BOROUGH	\$3,412.50
PA	DOVER TOWNSHIP	\$3,228.75
PA	DUBLIN BOROUGH	\$985.00
PA	EAST HEMPFIELD TOWNSHIP	\$3,667.50

PA	EAST NORRITON TOWNSHIP	\$2,676.50
PA	EAST PENNSBORO TOWNSHIP	\$2,070.00
PA	EAST PIKELAND TOWNSHIP	\$800.00
PA	EAST VINCENT TOWNSHIP	\$1,591.14
PA	EASTERN PIKE REGIONAL POLICE	\$1,448.36
PA	ELK COUNTY	\$6,400.00
PA	EMMAUS BOROUGH	\$1,600.00
PA	EPHRATA BOROUGH	\$5,850.00
PA	ERIE CITY	\$18,125.00
PA	EXETER TOWNSHIP	\$5,067.10
PA	EASTERN BERKS REGIONAL POLICE DEPARTMENT	\$1,368.50
PA	FAIRVIEW TOWNSHIP (MOUNTAINTOP)	\$2,800.00
PA	FAIRVIEW TOWNSHIP (NEW CUMBERLAND)	\$2,040.00
PA	FARRELL CITY	\$3,981.65
PA	FERGUSON TOWNSHIP	\$2,625.00
PA	FLEETWOOD BOROUGH	\$3,514.50
PA	FOLCROFT BOROUGH	\$6,800.00
PA	FOREST CITY BOROUGH	\$1,650.00
PA	FOREST HILLS BOROUGH	\$4,394.50
PA	FORWARD TOWNSHIP	\$3,981.65
PA	FOUNTAIN HILL BOROUGH	\$502.50
PA	FRANKLIN TOWNSHIP	\$1,565.00
PA	GETTYSBURG BOROUGH	\$1,710.27
PA	GLASSPORT BOROUGH	\$1,835.15
PA	GRANVILLE TOWNSHIP	\$2,400.00
PA	GREEN TREE BOROUGH	\$1,103.00
PA	GREENSBURG CITY	\$2,284.10
PA	HANOVER BOROUGH	\$3,228.00
PA	HANOVER TOWNSHIP	\$511.22
PA	HARMAR TOWNSHIP	\$1,600.00
PA	HARRISON TOWNSHIP	\$3,125.50
PA	HATBORO BOROUGH	\$1,312.50
PA	HATFIELD TOWNSHIP	\$3,140.50
PA	HAVERFORD TOWNSHIP	\$8,182.30
PA	HAZLETON CITY	\$3,200.00
PA	HEIDELBERG BOROUGH	\$932.80
PA	HELLERTOWN BOROUGH	\$1,923.42
PA	HIGHSPIRE BOROUGH	\$1,050.00
PA	HILLTOWN TOWNSHIP	\$457.59
PA	HORSHAM TOWNSHIP	\$5,921.45
PA	HARRISBURG INTERNATIONAL AIRPORT	\$451.00
PA	INDIANA TOWNSHIP	\$5,812.50
PA	JEFFERSON BOROUGH	\$3,180.00
PA	JUNIATA COUNTY	\$2,400.00
PA	KENNEDY TOWNSHIP	\$1,199.93
PA	KENNETT TOWNSHIP	\$3,182.28
PA	LAKE CITY BOROUGH	\$1,249.99

PA	LAWRENCE TOWNSHIP	\$1,793.50
PA	LEBANON CITY	\$5,915.00
PA	LEET TOWNSHIP	\$3,600.00
PA	LEHIGH TOWNSHIP	\$1,716.46
PA	LEWISTOWN BOROUGH	\$1,600.00
PA	LIMERICK TOWNSHIP	\$3,433.50
PA	LINCOLN BOROUGH	\$2,000.00
PA	LINESVILLE BOROUGH	\$799.99
PA	LOCK HAVEN CITY	\$520.00
PA	LOWER ALLEN TOWNSHIP	\$3,228.75
PA	LOWER MAKEFIELD TOWNSHIP	\$2,764.29
PA	LOWER MERION TOWNSHIP	\$12,262.24
PA	LOWER MORELAND TOWNSHIP	\$3,370.05
PA	LOWER PAXTON TOWNSHIP	\$7,665.00
PA	LOWER POTTSBORO TOWNSHIP	\$2,386.56
PA	LOWER PROVIDENCE TOWNSHIP	\$2,784.50
PA	LOWER SALFORD TOWNSHIP	\$2,400.00
PA	LOWER SAUCON TOWNSHIP	\$1,875.00
PA	LOWER SOUTHAMPTON TOWNSHIP	\$3,780.00
PA	MAHONING TOWNSHIP	\$2,264.60
PA	MAIDEN CREEK TOWNSHIP	\$1,449.48
PA	MALVERN BOROUGH	\$1,503.00
PA	MANHEIM TOWNSHIP	\$4,176.00
PA	MANOR TOWNSHIP	\$3,896.40
PA	MARCUS HOOK BOROUGH	\$1,600.00
PA	MARLBOROUGH TOWNSHIP	\$762.00
PA	MARPLE TOWNSHIP	\$1,714.05
PA	MCDONALD BOROUGH	\$1,200.00
PA	MCKEES ROCKS BOROUGH	\$850.00
PA	MIDDLEBURG BOROUGH	\$1,200.00
PA	MIDDLESEX TOWNSHIP	\$400.00
PA	MIDDLETOWN BOROUGH	\$3,587.50
PA	MIDDLETOWN TOWNSHIP	\$3,859.18
PA	MIFFLIN COUNTY	\$2,616.00
PA	MIFFLINBURG BOROUGH	\$800.00
PA	MILLCREEK TOWNSHIP	\$6,400.00
PA	MILLERSVILLE BOROUGH	\$1,590.00
PA	MILLVALE BOROUGH	\$3,762.00
PA	MILTON BOROUGH	\$3,212.50
PA	MONESSEN CITY	\$2,017.50
PA	MONTOURSVILLE BOROUGH	\$950.00
PA	MOON TOWNSHIP	\$2,402.50
PA	MOORE TOWNSHIP	\$3,150.00
PA	MOSCOW BOROUGH	\$400.00
PA	MOUNT JOY BOROUGH	\$639.00
PA	MOUNT OLIVER BOROUGH	\$896.25
PA	MUHLENBERG TOWNSHIP	\$4,174.68

PA	MUNCY BOROUGH	\$1,850.00
PA	MOUNT CARMEL BOROUGH	\$855.00
PA	NEW BERLIN BOROUGH	\$1,200.00
PA	NEW CASTLE CITY	\$1,990.00
PA	NEW HANOVER TOWNSHIP	\$2,000.00
PA	NEW WILMINGTON BOROUGH	\$799.00
PA	NEWTOWN TOWNSHIP (NEWTOWN)	\$3,781.80
PA	NEWTOWN TOWNSHIP (NEWTOWN SQUARE)	\$2,140.29
PA	NORRISTOWN BOROUGH	\$11,535.77
PA	NORTH CATASAUQUA BOROUGH	\$854.04
PA	NORTH COVENTRY TOWNSHIP	\$1,112.50
PA	NORTH LONDONDERRY TOWNSHIP	\$925.00
PA	NORTHAMPTON TOWNSHIP	\$5,016.00
PA	NORTHERN CAMBRIA BOROUGH	\$1,200.00
PA	NORTHUMBERLAND COUNTY	\$4,800.00
PA	NORTH STRABANE TOWNSHIP	\$4,260.00
PA	NORTHWEST REGIONAL POLICE	\$2,000.00
PA	O HARA TOWNSHIP	\$800.00
PA	OHIO TOWNSHIP	\$4,000.00
PA	OXFORD BOROUGH	\$788.95
PA	PALMER TOWNSHIP	\$800.00
PA	PALMYRA BOROUGH	\$547.00
PA	PARKESBURG BOROUGH	\$6,642.45
PA	PARKS TOWNSHIP	\$1,150.00
PA	PATTON TOWNSHIP	\$1,451.99
PA	PENN HILLS MUNICIPALITY	\$4,800.00
PA	PENN TOWNSHIP	\$2,301.89
PA	PENNDel BOROUGH	\$2,462.50
PA	PHOENIXVILLE BOROUGH	\$4,499.55
PA	PINE TOWNSHIP	\$1,275.00
PA	PLAINFIELD TOWNSHIP	\$3,636.50
PA	PLYMOUTH TOWNSHIP	\$3,778.80
PA	POTTSVILLE CITY	\$2,142.00
PA	PROSPECT BOROUGH	\$575.00
PA	PULASKI TOWNSHIP	\$2,145.08
PA	PUNXSUTAWNEY BOROUGH	\$1,857.00
PA	PYMATUNING TOWNSHIP	\$1,419.00
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	\$4,750.00
PA	RADNOR TOWNSHIP	\$3,126.50
PA	READING CITY	\$14,414.58
PA	RICHLAND TOWNSHIP	\$9,180.00
PA	RIDLEY PARK BOROUGH	\$4,000.00
PA	RIVERSIDE BOROUGH	\$1,950.00
PA	ROBESON TOWNSHIP	\$3,195.00
PA	ROCHESTER BOROUGH	\$4,554.00
PA	ROCKLEDGE BOROUGH	\$2,000.00
PA	ROSS TOWNSHIP	\$1,424.00

PA	ROSTRAVER TOWNSHIP	\$2,137.80
PA	RICHLAND TOWNSHIP	\$2,006.50
PA	SALEM TOWNSHIP	\$1,250.00
PA	SALISBURY TOWNSHIP	\$1,050.00
PA	SAXONBURG BOROUGH	\$1,900.00
PA	SAYRE BOROUGH	\$6,400.00
PA	SCRANTON CITY	\$8,000.00
PA	SEWICKLEY HGTS BOROUGH	\$2,190.00
PA	SHARON CITY	\$8,350.97
PA	SHENANGO TOWNSHIP	\$2,937.50
PA	SHIPPENSBURG BOROUGH	\$1,200.00
PA	SMETHPORT BOROUGH	\$2,412.50
PA	SOLEBURY TOWNSHIP	\$1,193.36
PA	SOUTH STRABANE TOWNSHIP	\$2,178.00
PA	SOUTHERN CHESTER COUNTY REGIONAL	\$2,000.00
PA	SOUTHERN REGIONAL POLICE DEPARTMENT	\$956.33
PA	SPRING TOWNSHIP (BELLEFONTE)	\$460.00
PA	SPRING TOWNSHIP (READING)	\$4,171.25
PA	SPRINGETTSBURY TOWNSHIP	\$4,438.00
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	\$3,345.00
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	\$3,970.10
PA	ST. MARYS CITY	\$1,200.00
PA	STATE COLLEGE BOROUGH	\$14,182.00
PA	STEELTON BOROUGH	\$345.00
PA	STROUD AREA REGIONAL POLICE DEPARTMENT	\$7,600.00
PA	SUMMERHILL TOWNSHIP	\$3,000.00
PA	SUSQUEHANNA TOWNSHIP	\$2,957.50
PA	SWATARA TOWNSHIP	\$7,661.50
PA	TINICUM TOWNSHIP	\$445.00
PA	TITUSVILLE CITY	\$3,762.50
PA	TOWAMENCIN TOWNSHIP	\$2,548.80
PA	TREDYFFRIN TOWNSHIP	\$2,800.00
PA	TURTLE CREEK BOROUGH	\$4,000.00
PA	UNION CITY BOROUGH	\$900.00
PA	UPPER DARBY TOWNSHIP	\$9,905.61
PA	UPPER DUBLIN TOWNSHIP	\$6,180.00
PA	UPPER MACUNGIE TOWNSHIP	\$1,888.00
PA	UPPER MAKEFIELD TOWNSHIP	\$775.72
PA	UPPER MERION TOWNSHIP	\$8,820.00
PA	UPPER MORELAND TOWNSHIP	\$5,012.00
PA	UPPER POTTS GROVE TOWNSHIP	\$3,000.00
PA	UPPER PROVIDENCE TOWNSHIP	\$5,908.50
PA	UPPER SOUTHAMPTON TOWNSHIP	\$2,656.50
PA	UPPER ST CLAIR TOWNSHIP	\$2,745.00
PA	WARMINSTER TOWNSHIP	\$3,163.84
PA	WARREN CITY	\$1,990.00
PA	WARREN COUNTY	\$7,920.00

PA	WARWICK TOWNSHIP	\$2,287.95
PA	WASHINGTON CITY	\$11,935.00
PA	WASHINGTON TOWNSHIP	\$1,803.50
PA	WAYNESBORO BOROUGH	\$2,200.00
PA	WEATHERLY BOROUGH	\$3,196.00
PA	WEST BRANDYWINE TOWNSHIP	\$1,200.00
PA	WEST CHESTER BOROUGH	\$5,839.75
PA	WEST CONSHOHOCKEN BOROUGH	\$4,987.50
PA	WEST DEER TOWNSHIP	\$1,055.00
PA	WEST GOSHEN TOWNSHIP	\$6,109.32
PA	WEST HAZLETON BOROUGH	\$2,472.50
PA	WEST LAMPETER TOWNSHIP	\$981.15
PA	WEST MANHEIM TOWNSHIP	\$415.13
PA	WEST READING BOROUGH	\$1,478.14
PA	WEST SADSBUURY TOWNSHIP	\$1,200.00
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	\$1,200.00
PA	WEST VIEW BOROUGH	\$4,800.00
PA	WEST VINCENT TOWNSHIP	\$472.35
PA	WEST WHITELAND TOWNSHIP	\$3,750.00
PA	WHITEHALL TOWNSHIP	\$4,644.37
PA	WHITEMARSH TOWNSHIP	\$3,069.00
PA	WHITPAIN TOWNSHIP	\$3,450.00
PA	WILKES BARRE CITY	\$4,317.76
PA	WILKES BARRE TOWNSHIP	\$3,724.08
PA	WILLIAMSPORT CITY	\$1,592.00
PA	WILSON BOROUGH	\$1,918.00
PA	WYOMISSING BOROUGH	\$24.96
PA	YORK CITY	\$12,710.00
	Totals for PA(281 Jurisdictions):	\$892,684.32
PR	ARECIBO MUNICIPALITY	\$14,400.00
PR	ISABELA	\$9,200.00
PR	MUNICIPALITY GUAYNABO	\$39,852.00
	Totals for PR(3 Jurisdictions):	\$63,452.00
RI	BRISTOL TOWN	\$6,000.00
RI	BURRILLVILLE TOWN	\$4,000.00
RI	CENTRAL FALLS CITY	\$4,264.00
RI	COVENTRY TOWN	\$13,162.50
RI	JAMESTOWN TOWN	\$1,634.55
RI	JOHNSTON TOWN	\$6,143.77
RI	MIDDLETOWN TOWN	\$12,930.45
RI	NARRAGANSETT TOWN	\$4,922.50
RI	NEWPORT CITY	\$10,200.00
RI	NORTH PROVIDENCE TOWN	\$6,000.00
RI	NORTH SMITHFIELD TOWN	\$4,050.00
RI	PAWTUCKET CITY	\$20,370.00
RI	PORTSMOUTH TOWN	\$9,450.00
RI	RICHMOND TOWN	\$1,550.00

RI	SCITUATE TOWN	\$1,469.15
RI	SOUTH KINGSTOWN TOWN	\$14,800.00
RI	SMITHFIELD	\$5,000.00
RI	WARWICK CITY	\$22,000.00
RI	WEST GREENWICH TOWN	\$2,364.00
RI	WEST WARWICK TOWN	\$1,831.13
RI	WOONSOCKET CITY	\$10,462.50
	Totals for RI(21 Jurisdictions):	\$162,604.55
SC	AIKEN CITY	\$8,175.00
SC	BARNWELL CITY	\$1,596.30
SC	BARNWELL COUNTY	\$4,378.00
SC	BATESBURG-LEESVILLE TOWN	\$1,733.12
SC	BEAUFORT CITY	\$5,820.80
SC	BEAUFORT COUNTY	\$3,839.16
SC	BENNETTSVILLE CITY	\$8,906.95
SC	BLUFFTON TOWN	\$1,637.10
SC	CENTRAL TOWN	\$1,117.62
SC	CHARLESTON COUNTY AVIATION AUTHORITY	\$4,414.38
SC	CHERAW TOWN	\$4,162.50
SC	CHESTER COUNTY	\$5,097.60
SC	CHESTERFIELD COUNTY	\$22,032.00
SC	CLARENDON COUNTY	\$2,970.00
SC	COLLETON COUNTY	\$17,835.60
SC	COLUMBIA CITY	\$12,720.58
SC	CONWAY	\$4,980.00
SC	DARLINGTON COUNTY	\$12,015.60
SC	DORCHESTER COUNTY	\$16,015.75
SC	EDGEFIELD COUNTY	\$11,200.00
SC	FOLLY BEACH CITY	\$1,329.25
SC	GEORGETOWN CITY	\$4,327.12
SC	GOOSE CREEK CITY	\$8,390.50
SC	GREENVILLE CITY	\$34,151.67
SC	GREENWOOD CITY	\$5,279.67
SC	GREENWOOD COUNTY	\$2,542.32
SC	GREER CITY	\$6,840.75
SC	HANAHAN CITY	\$3,750.00
SC	HARTSVILLE CITY	\$1,840.00
SC	HORRY COUNTY	\$17,385.48
SC	JASPER COUNTY	\$9,471.34
SC	LANCASTER COUNTY	\$8,039.84
SC	LAURENS COUNTY	\$10,871.10
SC	MARION CITY	\$21,417.00
SC	MOUNT PLEASANT TOWN	\$9,940.80
SC	MYRTLE BEACH CITY	\$17,329.00
SC	NEWBERRY COUNTY	\$4,973.50
SC	NORTH AUGUSTA CITY	\$9,179.10
SC	NORTH CHARLESTON CITY	\$5,653.71

SC	ORANGEBURG CITY	\$5,278.32
SC	OCONEE COUNTY	\$14,140.00
SC	PICKENS COUNTY	\$1,546.95
SC	PORT ROYAL TOWN	\$2,844.50
SC	RICHLAND COUNTY	\$12,611.14
SC	ROCK HILL CITY	\$9,818.75
SC	RIDGE SPRING CITY	\$506.25
SC	SIMPSONVILLE CITY	\$5,384.00
SC	SOUTH CAROLINA	\$120,789.77
SC	SPARTANBURG CITY	\$10,758.34
SC	SUMMERVILLE TOWN	\$7,621.85
SC	TEGA CAY CITY	\$1,933.50
SC	TRAVELERS REST CITY	\$2,313.00
SC	WAGENER TOWN	\$484.14
SC	WEST COLUMBIA CITY	\$4,163.50
SC	WILLIAMSTON TOWN	\$1,444.56
	Totals for SC(55 Jurisdictions):	\$534,998.78
SD	ABERDEEN CITY	\$5,042.38
SD	BENNETT COUNTY	\$1,600.00
SD	BROOKINGS CITY	\$4,687.50
SD	CHARLES MIX COUNTY	\$850.00
SD	CLARK CITY	\$1,930.50
SD	CUSTER COUNTY	\$4,104.36
SD	DAVISON COUNTY	\$892.50
SD	ELK POINT CITY	\$477.50
SD	HURON CITY	\$2,175.00
SD	JONES COUNTY	\$1,191.00
SD	LENNOX CITY	\$1,358.00
SD	LINCOLN COUNTY	\$5,188.00
SD	RAPID CITY	\$10,076.00
SD	ROBERTS COUNTY	\$2,245.28
SD	SISSETON CITY	\$1,541.54
SD	SPINK COUNTY	\$1,584.00
SD	UNION COUNTY	\$628.95
SD	VERMILLION CITY	\$1,700.00
SD	WATERTOWN CITY	\$10,400.00
SD	YANKTON CITY	\$4,487.83
SD	YANKTON COUNTY	\$2,170.00
	Totals for SD(21 Jurisdictions):	\$64,330.34
TN	ALCOA CITY	\$5,500.00
TN	BEAN STATION CITY	\$937.50
TN	BRISTOL CITY	\$5,775.00
TN	BROWNSVILLE CITY	\$3,195.00
TN	BARTLETT	\$15,000.00
TN	CAMPBELL COUNTY	\$13,437.50
TN	CARROLL COUNTY	\$2,980.00
TN	CARTER COUNTY	\$5,100.00

TN	CLEVELAND CITY	\$7,875.00
TN	COCKE COUNTY	\$5,753.50
TN	COLLIERVILLE TOWN	\$4,987.50
TN	COLUMBIA CITY	\$2,947.50
TN	COVINGTON CITY	\$1,710.00
TN	CROSSVILLE CITY	\$2,000.00
TN	CUMBERLAND COUNTY	\$4,860.00
TN	DICKSON CITY	\$4,614.00
TN	DYERSBURG CITY	\$4,500.00
TN	ELIZABETHTON CITY	\$4,733.00
TN	ERWIN CITY	\$6,400.00
TN	FAIRVIEW CITY	\$3,430.00
TN	FAYETTEVILLE CITY	\$10,482.22
TN	FRANKLIN CITY	\$7,812.50
TN	GALLATIN CITY	\$4,400.00
TN	GOODLETTSVILLE CITY	\$5,180.00
TN	GREENE COUNTY	\$2,300.00
TN	GREENEVILLE TOWN	\$7,150.00
TN	GRUNDY COUNTY	\$2,000.00
TN	HAMBLÉN COUNTY	\$1,200.00
TN	HAMILTON COUNTY	\$9,838.35
TN	HAWKINS COUNTY	\$3,200.00
TN	HENDERSONVILLE CITY	\$15,075.00
TN	HICKMAN COUNTY	\$2,668.75
TN	JACKSBORO TOWN	\$322.50
TN	JACKSON CITY	\$3,937.50
TN	JEFFERSON CITY	\$4,100.00
TN	JELICO CITY	\$1,562.50
TN	JOHNSON CITY	\$11,760.00
TN	KINGSPORT CITY	\$8,450.00
TN	KNOX COUNTY	\$34,018.32
TN	KNOXVILLE CITY	\$17,133.46
TN	LA FOLLETTE CITY	\$2,060.48
TN	LAKE CITY	\$1,875.00
TN	LAVERGNE CITY	\$4,924.28
TN	LEBANON CITY	\$11,625.00
TN	LENOIR CITY	\$2,610.00
TN	LEWISBURG CITY	\$3,020.00
TN	MADISON COUNTY	\$15,480.00
TN	MARSHALL COUNTY	\$4,197.50
TN	MARTIN CITY	\$312.50
TN	MARYVILLE CITY	\$8,050.00
TN	MAURY COUNTY	\$2,753.60
TN	MILAN CITY	\$1,875.00
TN	MILLINGTON CITY	\$9,750.00
TN	MORRISTOWN CITY	\$8,062.50
TN	MOSHEIM TOWN	\$1,200.00

TN	MOUNT PLEASANT CITY	\$1,915.00
TN	MT JULIET CITY	\$4,191.06
TN	MURFREESBORO CITY	\$45,510.74
TN	OAK RIDGE CITY	\$2,750.00
TN	OAKLAND TOWN	\$7,000.00
TN	OVERTON COUNTY	\$4,800.00
TN	PARIS CITY	\$3,200.00
TN	PIGEON FORGE CITY	\$5,087.50
TN	PIPERTON CITY	\$1,574.00
TN	PLAINVIEW CITY	\$312.50
TN	PULASKI CITY	\$3,196.00
TN	RED BANK CITY	\$7,862.50
TN	ROBERTSON COUNTY	\$5,400.00
TN	ROANE COUNTY GOVERNMENT	\$8,595.00
TN	SEVIER COUNTY	\$8,444.45
TN	SEVIERVILLE CITY	\$8,000.00
TN	SHELBYVILLE CITY	\$1,500.00
TN	SMITH COUNTY	\$14,279.43
TN	SMYRNA TOWN	\$4,355.00
TN	SOMERVILLE TOWN	\$1,450.00
TN	SPRING HILL TOWN	\$6,760.00
TN	STEWART COUNTY	\$3,081.00
TN	SURGOINSVILLE TOWN	\$2,800.00
TN	SWEETWATER CITY	\$9,062.50
TN	TAZEWELL TOWN	\$3,225.00
TN	TENNESSEE	\$3,847.39
TN	TIPTON COUNTY	\$9,386.00
TN	WARTBURG CITY	\$2,190.00
TN	WAYNESBORO CITY	\$1,520.00
TN	WHITE HOUSE CITY	\$2,158.75
TN	SPRINGFIELD	\$2,220.00
	Totals for TN(86 Jurisdictions):	\$521,796.28
TX	ABERNATHY CITY	\$1,772.50
TX	ADDISON TOWN	\$7,547.93
TX	ALAMO CITY	\$6,000.00
TX	ALAMO HEIGHTS CITY	\$2,237.50
TX	ALDINE IND SCH DISTRICT 902	\$12,384.50
TX	ALICE CITY	\$2,000.00
TX	ALLEN CITY	\$4,531.90
TX	ALVIN CITY	\$4,000.00
TX	ALVIN IND SCH DIST 901	\$12,487.50
TX	ANDERSON COUNTY	\$7,807.36
TX	ANNA CITY	\$4,105.00
TX	ARCHER COUNTY	\$8,666.24
TX	ARGYLE CITY	\$838.50
TX	ARP CITY	\$1,411.02
TX	AUBREY CITY	\$3,213.00

TX	AZLE CITY	\$3,995.00
TX	BALCH SPRINGS CITY	\$5,200.00
TX	BALCONES HEIGHTS CITY	\$1,775.00
TX	BALLINGER CITY	\$3,976.60
TX	BANDERA TOWN	\$1,600.00
TX	BASTROP CITY	\$6,079.13
TX	BASTROP COUNTY	\$6,450.00
TX	BAY CITY	\$4,680.00
TX	BEDFORD TOWN	\$10,000.00
TX	BELLMEAD CITY	\$4,619.50
TX	BELTON CITY	\$2,137.50
TX	BENBROOK CITY	\$2,534.35
TX	BEVERLY HILLS CITY	\$2,000.00
TX	BIG SPRING CITY	\$4,795.40
TX	BOERNE CITY	\$3,875.00
TX	BORGER CITY	\$5,402.21
TX	BOWIE COUNTY	\$9,602.50
TX	BRAZORIA COUNTY	\$1,763.36
TX	BRENHAM CITY	\$2,985.95
TX	BREWSTER COUNTY	\$4,454.00
TX	BRIDGEPORT CITY	\$3,200.00
TX	BRISCOE COUNTY	\$1,575.00
TX	BROWN COUNTY	\$4,215.00
TX	BROWNSVILLE CITY	\$3,424.40
TX	BRYAN CITY	\$14,922.00
TX	BUDA CITY	\$6,543.03
TX	BUNKER HILL VILLAGE	\$1,837.50
TX	BRIDGE CITY	\$1,565.20
TX	CALDWELL COUNTY	\$4,956.00
TX	CAMERON COUNTY	\$8,413.75
TX	CASTRO COUNTY	\$1,200.00
TX	CEDAR HILL CITY	\$5,970.00
TX	CEDAR PARK CITY	\$5,857.36
TX	CIBOLO CITY	\$3,880.80
TX	CLEBURNE CITY	\$5,988.00
TX	COLLEYVILLE CITY	\$3,251.50
TX	COLLIN COUNTY	\$87,451.28
TX	COMANCHE CITY	\$1,756.40
TX	CONROE CITY	\$13,566.20
TX	CONROE IND SCH DIST 902	\$11,200.00
TX	CONVERSE CITY	\$4,005.00
TX	COPPELL CITY	\$4,477.66
TX	COPPERAS COVE CITY	\$4,800.00
TX	CORSICANA CITY	\$2,295.00
TX	CORYELL COUNTY	\$23,200.00
TX	CRANE COUNTY	\$579.94
TX	CROWLEY CITY	\$2,850.00

TX	CITY OF BULVERDE	\$1,997.50
TX	DECATUR CITY	\$3,399.52
TX	DEER PARK CITY	\$6,712.50
TX	DEL RIO CITY	\$12,260.50
TX	DENISON CITY	\$6,800.00
TX	DENVER CITY	\$800.00
TX	DESOTO CITY	\$10,074.38
TX	DIBOLL CITY	\$2,800.00
TX	DICKINSON CITY	\$5,335.00
TX	DONNA CITY	\$9,995.00
TX	DUMAS CITY	\$8,297.86
TX	DUNCANVILLE CITY	\$2,247.50
TX	DUVAL COUNTY	\$8,800.00
TX	DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD	\$4,075.50
TX	EAGLE PASS CITY	\$15,200.00
TX	EARLY CITY	\$1,200.00
TX	EAST TAWAKONI TOWN	\$5,250.00
TX	EDCOUCH CITY	\$2,281.00
TX	EDINBURG CITY	\$8,014.10
TX	EDNA CITY	\$800.00
TX	EL CAMPO CITY	\$4,674.00
TX	EL PASO COUNTY	\$8,447.22
TX	ESCOBARES CITY	\$2,565.00
TX	EULESS CITY	\$6,000.00
TX	FARMERS BRANCH CITY	\$1,899.98
TX	FARMERSVILLE CITY	\$3,990.65
TX	FAYETTE COUNTY	\$1,975.00
TX	FLOWER MOUND CITY	\$12,934.74
TX	FORNEY CITY	\$3,019.50
TX	FORT BEND COUNTY	\$12,372.04
TX	FRANKSTON TOWN	\$1,371.76
TX	FREDERICKSBURG CITY	\$2,000.00
TX	FREER TOWN	\$2,875.00
TX	FRIENDSWOOD CITY	\$6,400.00
TX	FULSHEAR CITY	\$1,880.00
TX	GAINESVILLE CITY	\$3,700.00
TX	GATESVILLE CITY	\$3,220.00
TX	GIDDINGS CITY	\$5,462.45
TX	GILLESPIE COUNTY	\$3,200.00
TX	GRANBURY CITY	\$9,828.53
TX	GRAND PRAIRIE CITY	\$3,669.16
TX	GRANDVIEW CITY	\$2,828.84
TX	GRAPEVINE CITY	\$13,019.86
TX	GRAYSON COUNTY	\$2,529.87
TX	HALLETTSVILLE CITY	\$1,200.00
TX	HARLINGEN CITY	\$37,446.00
TX	HARRIS COUNTY	\$127,470.22

TX	HARRISON COUNTY	\$20,042.81
TX	HARTLEY COUNTY	\$1,840.50
TX	HAYS COUNTY	\$5,479.58
TX	HEARNE CITY	\$1,900.00
TX	HEATH CITY	\$1,970.00
TX	HELOTES CITY	\$2,223.80
TX	HEMPHILL CITY	\$1,004.48
TX	HENDERSON COUNTY	\$5,200.00
TX	HEREFORD CITY	\$3,629.49
TX	HEWITT CITY	\$975.00
TX	HIDALGO CITY	\$5,152.50
TX	HIGHLAND PARK CITY	\$2,547.88
TX	HIGHLAND VILLAGE CITY	\$2,247.50
TX	HILL COUNTY	\$7,200.00
TX	HOLLYWOOD PARK TOWN	\$1,050.00
TX	HOOD COUNTY	\$6,750.00
TX	HOWARD COUNTY	\$2,250.00
TX	HUNT COUNTY	\$2,437.69
TX	HURST CITY	\$4,256.28
TX	HOUSTON INDEPENDENT SCHOOL	\$8,045.65
TX	INGLESIDE CITY	\$5,421.00
TX	IOWA COLONY VILLAGE	\$3,199.68
TX	JACINTO CITY	\$3,250.00
TX	JACK COUNTY	\$864.00
TX	JACKSON COUNTY	\$2,335.00
TX	JACKSONVILLE CITY	\$2,250.00
TX	JASPER CITY	\$6,800.00
TX	JONESTOWN CITY	\$1,595.26
TX	JOSHUA CITY	\$399.99
TX	KELLER CITY	\$4,315.00
TX	KEMP TOWN	\$1,841.36
TX	KENNEDALE CITY	\$2,324.98
TX	KILGORE CITY	\$6,486.00
TX	KILLEEN CITY	\$9,086.85
TX	KINGSVILLE CITY	\$5,000.00
TX	KIRBY CITY	\$1,699.84
TX	LA PORTE CITY	\$9,515.00
TX	LAKEWAY CITY	\$2,500.00
TX	LAMPASAS CITY	\$2,800.00
TX	LAREDO CITY	\$19,887.05
TX	LEANDER CITY	\$5,512.50
TX	LEE COUNTY	\$500.00
TX	LEON VALLEY CITY	\$8,407.25
TX	LIBERTY HILL CITY	\$6,450.00
TX	LIVE OAK CITY	\$7,125.00
TX	LIVINGSTON TOWN	\$1,680.80
TX	LLANO CITY	\$1,146.00

TX	LOCKHART CITY	\$2,992.00
TX	LONGVIEW CITY	\$22,264.50
TX	LORENA CITY	\$1,200.00
TX	LOS FRESNOS CITY	\$2,389.80
TX	LUFKIN CITY	\$15,989.00
TX	LYTLE CITY	\$775.00
TX	MANOR CITY	\$2,686.24
TX	MANSFIELD CITY	\$16,342.20
TX	MANSFIELD IND SCH DIST 908	\$8,926.88
TX	MARBLE FALLS CITY	\$2,205.00
TX	MARION COUNTY	\$3,625.95
TX	MARSHALL CITY	\$13,903.00
TX	MCLENNAN COUNTY	\$7,529.35
TX	MEADOWS CITY	\$1,550.00
TX	MEDINA COUNTY	\$24,911.15
TX	MINERAL WELLS CITY	\$2,796.57
TX	MISSION CITY	\$10,000.00
TX	MISSOURI CITY	\$4,740.00
TX	MONAHANS CITY	\$2,674.56
TX	MONT BELVIEU TOWN	\$4,906.00
TX	MONTAGUE COUNTY	\$384.98
TX	NACOGDOCHES COUNTY	\$4,268.00
TX	NAPLES CITY	\$1,129.50
TX	NAVARRO COUNTY	\$7,200.00
TX	NAVASOTA CITY	\$2,380.95
TX	NEDERLAND CITY	\$1,926.23
TX	NEW BRAUNFELS CITY	\$19,390.00
TX	NORTH RICHLAND HILLS CITY	\$8,499.50
TX	NORTHLAKE TOWN	\$2,403.00
TX	ODESSA CITY	\$5,201.23
TX	ORANGE CITY	\$2,129.98
TX	ORANGE COUNTY	\$4,800.00
TX	OVILLA CITY	\$1,281.92
TX	PALACIOS CITY	\$270.16
TX	PALMER TOWN	\$773.66
TX	PALMVIEW CITY	\$8,315.00
TX	PANORAMA VILLAGE	\$1,858.84
TX	PANTEGO TOWN	\$2,607.50
TX	PASADENA CITY	\$10,993.03
TX	PENITAS CITY	\$6,239.00
TX	PHARR CITY	\$4,315.00
TX	PINEHURST CITY	\$442.50
TX	PLAINVIEW CITY	\$3,673.50
TX	PLEASANTON CITY	\$10,350.00
TX	POLK COUNTY	\$11,220.00
TX	PORT ISABEL CITY	\$3,916.89
TX	PORT LAVACA CITY	\$3,218.73

TX	PORT NECHES CITY	\$2,000.00
TX	POTTSBORO TOWN	\$3,554.82
TX	PADUCAH CITY	\$1,083.02
TX	RANCHO VIEJO TOWN	\$2,028.33
TX	RAYMONDVILLE CITY	\$5,786.80
TX	RED OAK TOWN	\$2,025.00
TX	RHOME CITY	\$2,056.93
TX	RICHARDSON CITY	\$13,854.01
TX	RICHLAND HILLS CITY	\$3,200.00
TX	RICHMOND CITY	\$3,157.50
TX	RIVER OAKS CITY	\$4,000.00
TX	ROBINSON CITY	\$1,500.00
TX	ROBSTOWN CITY	\$2,025.00
TX	ROCKDALE CITY	\$2,550.00
TX	ROCKWALL CITY	\$9,504.30
TX	ROCKWALL COUNTY	\$1,903.62
TX	ROMA CITY	\$10,945.00
TX	ROSENBERG CITY	\$9,937.50
TX	ROWLETT CITY	\$11,314.62
TX	SABINE COUNTY	\$5,160.00
TX	SACHSE CITY	\$2,808.90
TX	SAN ANGELO CITY	\$4,313.96
TX	SAN BENITO CITY	\$4,829.50
TX	SAN JUAN CITY	\$5,518.50
TX	SAN MARCOS CITY	\$16,350.00
TX	SCHERTZ CITY	\$12,314.87
TX	SEABROOK CITY	\$2,625.00
TX	SEAGOVILLE CITY	\$2,400.00
TX	SEGUIN CITY	\$8,400.00
TX	SELMA CITY	\$4,400.00
TX	SHAVANO PARK CITY	\$4,555.59
TX	SHERMAN CITY	\$10,191.00
TX	SINTON CITY	\$458.83
TX	SOUR LAKE CITY	\$2,075.00
TX	SOUTH PADRE ISLAND TOWN	\$14,724.75
TX	SOUTHLAKE CITY	\$5,018.50
TX	SOUTHSIDE PLACE CITY	\$1,750.00
TX	SUGAR LAND CITY	\$16,810.67
TX	SULPHUR SPRINGS CITY	\$1,345.28
TX	SULLIVAN CITY	\$4,275.00
TX	TAYLOR CITY	\$2,000.00
TX	TAYLOR COUNTY	\$7,995.00
TX	TEAGUE CITY	\$2,093.92
TX	TEMPLE CITY	\$9,900.00
TX	TERRY COUNTY	\$3,553.24
TX	TEXARKANA CITY	\$3,600.00
TX	TEXAS	\$6,391.07

TX	THE COLONY CITY	\$9,299.90
TX	TYLER CITY	\$5,483.28
TX	UNITED IND SCH DIST 903	\$10,481.56
TX	UVALDE CITY	\$6,372.20
TX	VAL VERDE COUNTY	\$5,200.00
TX	VAN ALSTYNE TOWN	\$2,085.00
TX	WACO CITY	\$9,178.64
TX	WALKER COUNTY	\$3,100.00
TX	WALLER TOWN	\$2,475.00
TX	WATAUGA CITY	\$4,144.50
TX	WEATHERFORD CITY	\$10,400.00
TX	WEST COLUMBIA CITY	\$1,800.00
TX	WEST ORANGE CITY	\$4,225.00
TX	WESTWORTH VILLAGE	\$868.20
TX	WHARTON CITY	\$2,350.00
TX	WHITE SETTLEMENT CITY	\$3,329.55
TX	WHITNEY TOWN	\$2,569.40
TX	WICHITA FALLS CITY	\$3,278.50
TX	WILLIS CITY	\$1,190.00
TX	WILLOW PARK CITY	\$2,250.00
TX	WILMER CITY	\$10,800.00
TX	WINDCREST CITY	\$4,000.00
TX	WISE COUNTY	\$12,800.00
TX	WOODWAY CITY	\$1,635.00
TX	WYLIE CITY	\$2,800.00
TX	WICHITA FALLS INDEPENDENT SCHOOL DISTRICT	\$4,391.00
TX	YANTIS IND SCH DIST	\$400.00
TX	YOAKUM CITY	\$6,065.60
	Totals for TX(278 Jurisdictions):	\$1,683,679.03
UT	AMERICAN FORK CITY	\$4,020.00
UT	BEAVER COUNTY	\$8,000.00
UT	BOX ELDER COUNTY	\$7,754.10
UT	CARBON COUNTY	\$9,971.50
UT	CENTERVILLE CITY	\$926.73
UT	CLEARFIELD CITY	\$4,635.00
UT	CLINTON CITY	\$2,266.25
UT	DRAPER CITY	\$2,293.50
UT	FARMINGTON CITY	\$2,400.00
UT	GARFIELD COUNTY	\$2,157.84
UT	GRANTSVILLE CITY	\$4,625.00
UT	HEBER CITY	\$3,150.00
UT	HERRIMAN CITY	\$3,600.00
UT	HURRICANE CITY	\$7,827.84
UT	IRON COUNTY	\$6,012.50
UT	LA VERKIN CITY	\$1,125.00
UT	LAYTON CITY	\$16,637.50
UT	LEHI CITY	\$7,254.00

UT	LOGAN CITY	\$5,362.50
UT	NORTH LOGAN CITY	\$974.16
UT	NORTH SALT LAKE CITY	\$2,782.50
UT	OGDEN CITY	\$11,637.50
UT	OREM CITY	\$12,375.00
UT	PRICE CITY	\$3,020.50
UT	ROOSEVELT CITY	\$1,575.00
UT	SALINA CITY	\$1,650.00
UT	SANDY CITY	\$13,110.00
UT	SANTAQUIN CITY	\$2,127.60
UT	SOUTH SALT LAKE CITY	\$6,791.50
UT	SPANISH FORK CITY	\$4,889.28
UT	SUMMIT COUNTY	\$14,500.00
UT	SYRACUSE CITY	\$1,600.00
UT	TAYLORSVILLE CITY	\$24,769.00
UT	TOOELE CITY	\$1,800.00
UT	TOOELE COUNTY	\$3,625.00
UT	UINTAH COUNTY	\$7,229.25
UT	VERNAL CITY	\$5,390.00
UT	WEST BOUNTIFUL CITY	\$1,600.00
	Totals for UT(38 Jurisdictions):	\$221,465.55
VA	AMHERST COUNTY	\$6,000.00
VA	ASHLAND TOWN	\$2,940.00
VA	AUGUSTA COUNTY	\$7,290.00
VA	BEDFORD COUNTY	\$10,440.50
VA	BLACKSTONE TOWN	\$735.00
VA	BLUEFIELD TOWN	\$3,546.00
VA	BOTETOURT COUNTY	\$3,790.50
VA	BRISTOL CITY	\$7,187.50
VA	BUCKINGHAM COUNTY	\$3,757.50
VA	BUENA VISTA CITY	\$6,500.00
VA	CAMPBELL COUNTY	\$8,340.00
VA	CAROLINE COUNTY	\$5,037.50
VA	CHILHOWIE TOWN	\$685.00
VA	CHINCOTEAGUE TOWN	\$944.30
VA	CHRISTIANSBURG TOWN	\$2,304.75
VA	CLARKE COUNTY	\$3,561.32
VA	COLONIAL HEIGHTS CITY	\$4,425.00
VA	COVINGTON CITY	\$2,000.00
VA	CULPEPER COUNTY	\$10,150.00
VA	DANVILLE CITY	\$11,700.00
VA	DINWIDDIE COUNTY	\$3,780.00
VA	DUMFRIES TOWN	\$1,600.00
VA	ELKTON TOWN	\$1,095.00
VA	EMPORIA CITY	\$2,242.50
VA	FAUQUIER COUNTY	\$17,677.50
VA	FLUVANNA COUNTY	\$1,428.00

VA	FRANKLIN COUNTY	\$11,070.00
VA	FREDERICK COUNTY	\$12,862.50
VA	FRONT ROYAL TOWN	\$4,707.23
VA	GALAX CITY	\$4,410.00
VA	GLOUCESTER COUNTY	\$5,011.88
VA	GRAYSON COUNTY	\$1,207.55
VA	GREENE COUNTY	\$3,208.90
VA	GREENSVILLE COUNTY	\$2,001.38
VA	HARRISONBURG CITY	\$12,470.37
VA	HENRY COUNTY	\$47,920.00
VA	HERNDON TOWN	\$6,000.00
VA	JAMES CITY COUNTY	\$14,000.00
VA	KING AND QUEEN COUNTY	\$2,199.50
VA	KING GEORGE COUNTY	\$10,349.37
VA	LANCASTER COUNTY	\$2,470.00
VA	LEESBURG TOWN	\$5,669.63
VA	LEXINGTON CITY	\$1,021.17
VA	LOUISA COUNTY	\$5,567.63
VA	LYNCHBURG CITY	\$30,000.00
VA	MANASSAS CITY	\$8,627.50
VA	MARION TOWN	\$2,733.00
VA	MARTINSVILLE CITY	\$14,925.00
VA	NEW KENT COUNTY	\$2,800.00
VA	NOTTOWAY COUNTY	\$3,307.50
VA	PAGE COUNTY	\$9,662.50
VA	PAMUNKEY REGIONAL JAIL AUTHORITY	\$1,837.50
VA	PENINSULA AIRPORT COMMISSION	\$1,662.50
VA	PORTSMOUTH CITY	\$47,722.50
VA	PRINCE GEORGE COUNTY	\$8,937.21
VA	PURCELLVILLE TOWN	\$1,789.00
VA	ROANOKE CITY	\$28,887.60
VA	ROANOKE COUNTY	\$4,777.50
VA	ROCKBRIDGE COUNTY	\$7,600.00
VA	ROCKY MOUNT TOWN	\$2,030.00
VA	RAPPAHANNOCK REGIONAL JAIL	\$7,200.00
VA	SALEM CITY	\$5,242.00
VA	SCOTTSVILLE TOWN	\$1,200.00
VA	STANLEY TOWN	\$400.00
VA	TOWN OF DAYTON	\$1,510.00
VA	VINTON TOWN	\$2,286.00
VA	WARREN COUNTY	\$8,000.00
VA	WARRENTON TOWN	\$1,500.31
VA	WARSAW TOWN	\$790.00
VA	WESTMORELAND COUNTY	\$3,307.50
VA	WILLIAMSBURG CITY	\$7,332.56
VA	WINCHESTER CITY	\$16,400.00
VA	WISE COUNTY	\$6,695.00

VA	WESTERN VIRGINIA REGIONAL JAIL	\$5,935.00
VA	YORK COUNTY	\$9,468.00
	Totals for VA(75 Jurisdictions):	\$535,870.66
VT	BARRE CITY	\$1,956.00
VT	BARRE TOWN	\$1,298.00
VT	BELLOWS FALLS VILLAGE	\$858.00
VT	BERLIN TOWN	\$1,715.13
VT	BRATTLEBORO TOWN	\$2,112.50
VT	BURLINGTON CITY	\$6,184.50
VT	CALEDONIA COUNTY	\$3,834.75
VT	ESSEX JUNCTION VILLAGE	\$3,569.50
VT	GRAND ISLE COUNTY	\$1,348.00
VT	HARDWICK TOWN	\$800.00
VT	LAMOILLE COUNTY	\$4,504.50
VT	MILTON TOWN	\$2,705.00
VT	MONTPELIER CITY	\$2,000.00
VT	MORRISTOWN TOWN	\$1,347.00
VT	NORTHFIELD TOWN	\$1,068.84
VT	NORWICH TOWN	\$1,110.00
VT	PITTSFORD TOWN	\$2,400.00
VT	RUTLAND CITY	\$3,798.00
VT	SHELBURNE TOWN	\$1,195.00
VT	SOUTH BURLINGTON CITY	\$2,250.00
VT	SPRINGFIELD TOWN	\$2,157.00
VT	SWANTON VILLAGE	\$1,121.99
VT	VERGENNES CITY	\$3,200.00
VT	WASHINGTON COUNTY	\$3,395.00
VT	WILLISTON TOWN	\$2,271.50
VT	WILMINGTON TOWN	\$995.00
VT	WINDHAM COUNTY	\$2,987.00
VT	WINDSOR TOWN	\$2,400.00
	Totals for VT(28 Jurisdictions):	\$64,582.21
WA	ABERDEEN CITY	\$5,265.00
WA	ANACORTES CITY	\$1,277.86
WA	ARLINGTON CITY	\$3,012.20
WA	ASOTIN COUNTY	\$1,996.44
WA	AUBURN CITY	\$15,726.02
WA	ASOTIN CITY	\$400.00
WA	BATTLE GROUND CITY	\$5,641.88
WA	BELLINGHAM CITY	\$18,012.00
WA	BLACK DIAMOND TOWN	\$1,412.31
WA	BONNEY LAKE CITY	\$1,773.97
WA	BOTHELL CITY	\$12,804.75
WA	BREMERTON CITY	\$12,532.46
WA	BRIER CITY	\$722.50
WA	CASTLE ROCK CITY	\$3,072.50
WA	CHELAN COUNTY	\$11,284.00

WA	CHENEY CITY	\$4,328.20
WA	CLALLAM COUNTY	\$8,244.84
WA	COLLEGE PLACE TOWN	\$1,890.81
WA	CONNELL CITY	\$1,198.95
WA	DES MOINES CITY	\$6,385.00
WA	DOUGLAS COUNTY	\$4,511.04
WA	DUPONT CITY	\$2,850.00
WA	EDMONDS CITY	\$6,473.88
WA	ELLENSBURG CITY	\$3,250.00
WA	ELMA CITY	\$1,549.30
WA	ENUMCLAW CITY	\$4,768.00
WA	EPHRATA CITY	\$1,179.92
WA	FEDERAL WAY CITY	\$16,400.00
WA	FERNDALE CITY	\$2,592.51
WA	FIFE CITY	\$5,404.60
WA	FRANKLIN COUNTY	\$3,469.75
WA	GARFIELD COUNTY	\$699.01
WA	GRANDVIEW CITY	\$8,377.50
WA	GRAYS HARBOR COUNTY	\$10,954.99
WA	HOQUIAM CITY	\$3,467.49
WA	JEFFERSON COUNTY	\$4,673.19
WA	KALAMA CITY	\$944.12
WA	KELSO CITY	\$4,501.80
WA	KENNEWICK CITY	\$14,628.50
WA	KIRKLAND CITY	\$17,082.89
WA	KITTITAS COUNTY	\$21,266.40
WA	LAKE FOREST PARK CITY	\$2,607.59
WA	LAKE STEVENS CITY	\$9,830.67
WA	LAKEWOOD CITY	\$17,200.00
WA	LEWIS COUNTY	\$6,000.00
WA	LONGVIEW CITY	\$8,431.84
WA	LYNNWOOD CITY	\$8,130.86
WA	MARYSVILLE CITY	\$9,717.11
WA	MASON COUNTY	\$13,636.85
WA	MCCLEARY CITY	\$768.69
WA	MEDINA CITY	\$398.75
WA	MILL CREEK CITY	\$8,129.50
WA	MONROE CITY	\$7,039.46
WA	MOSES LAKE CITY	\$8,341.32
WA	MOUNT VERNON CITY	\$7,989.45
WA	MOUNTLAKE TERRACE CITY	\$2,599.20
WA	MOXEE CITY	\$1,165.26
WA	MUKILTEO CITY	\$8,336.89
WA	NORMANDY PARK CITY	\$1,139.00
WA	OAK HARBOR CITY	\$6,334.98
WA	OCEAN SHORES CITY	\$1,728.00
WA	OKANOGAN COUNTY	\$493.68

WA	OLYMPIA CITY	\$12,001.32
WA	PACIFIC CITY	\$1,197.50
WA	PORT ANGELES CITY	\$6,891.55
WA	PULLMAN CITY	\$6,295.50
WA	PUYALLUP CITY	\$7,948.17
WA	QUINULT TRIBE	\$2,219.38
WA	QUINCY CITY	\$3,263.27
WA	REDMOND CITY	\$12,320.00
WA	RICHLAND CITY	\$4,837.50
WA	RIDGEFIELD CITY	\$826.31
WA	SAN JUAN COUNTY	\$6,436.77
WA	SEDRO WOOLLEY CITY	\$1,800.00
WA	STEILACOOM TOWN	\$3,434.60
WA	STEVENS COUNTY	\$8,213.55
WA	SUMNER CITY	\$3,586.95
WA	SPOKANE TRIBAL	\$8,155.88
WA	TOPPENISH CITY	\$2,845.00
WA	TUKWILA CITY	\$3,951.27
WA	UNION GAP CITY	\$2,400.00
WA	WALLA WALLA CITY	\$5,234.00
WA	WALLA WALLA COUNTY	\$4,303.23
WA	WAPATO CITY	\$4,364.04
WA	WENATCHEE CITY	\$7,297.92
WA	WHITE SALMON CITY	\$400.00
WA	YAKIMA CITY	\$24,187.50
WA	ZILLAH CITY	\$4,779.00
	Totals for WA(88 Jurisdictions):	\$535,235.89
WI	ADAMS COUNTY	\$4,299.76
WI	ALBANY VILLAGE	\$3,600.00
WI	ALGOMA CITY	\$1,135.00
WI	APPLETON CITY	\$11,600.00
WI	ASHLAND CITY	\$1,809.85
WI	ASHLAND COUNTY	\$9,127.32
WI	ATHENS VILLAGE	\$375.00
WI	BARABOO CITY	\$2,300.00
WI	BARRON CITY	\$457.65
WI	BARRON COUNTY	\$2,577.50
WI	BAYFIELD COUNTY	\$2,606.81
WI	BAYSIDE VILLAGE	\$1,475.00
WI	BEAVER DAM CITY	\$2,405.00
WI	BELOIT CITY	\$7,277.48
WI	BELOIT TOWN	\$1,750.00
WI	BERLIN CITY	\$1,353.75
WI	BIG BEND VILLAGE	\$1,125.00
WI	BOSCOBEL CITY	\$899.99
WI	BRILLION CITY	\$1,312.50
WI	BRODHEAD CITY	\$611.25

WI	BROOKFIELD CITY	\$6,409.48
WI	BROOKFIELD TOWN	\$1,170.00
WI	BROWN DEER VILLAGE	\$2,781.00
WI	BURLINGTON CITY	\$1,807.50
WI	CALEDONIA TOWN	\$2,619.98
WI	CALUMET COUNTY	\$3,040.00
WI	CEDARBURG CITY	\$2,350.00
WI	CHIPPEWA COUNTY	\$6,120.00
WI	CHIPPEWA FALLS CITY	\$2,339.00
WI	CLARK COUNTY	\$1,809.22
WI	CLEVELAND VILLAGE	\$455.17
WI	COLUMBIA COUNTY	\$4,522.50
WI	CORNELL CITY	\$1,200.45
WI	CRANDON CITY	\$420.00
WI	CRAWFORD COUNTY	\$4,320.00
WI	CUDAHY CITY	\$2,144.98
WI	DARLINGTON CITY	\$3,387.50
WI	DE FOREST VILLAGE	\$2,187.50
WI	DELAFIELD CITY	\$2,000.00
WI	DODGE COUNTY	\$2,250.00
WI	DODGEVILLE CITY	\$1,807.43
WI	DOOR COUNTY	\$5,591.29
WI	DOUGLAS COUNTY	\$3,973.37
WI	DUNN COUNTY	\$3,840.00
WI	EAGLE RIVER CITY	\$1,364.80
WI	EAST TROY VILLAGE	\$4,607.33
WI	EAU CLAIRE CITY	\$8,112.00
WI	EDGERTON CITY	\$584.00
WI	ELM GROVE VILLAGE	\$993.22
WI	ELROY CITY	\$447.50
WI	FALL RIVER VILLAGE	\$2,222.44
WI	FENNIMORE CITY	\$441.99
WI	FITCHBURG CITY	\$5,400.00
WI	FOND DU LAC CITY	\$8,357.50
WI	FORT ATKINSON CITY	\$1,700.00
WI	FOX POINT VILLAGE	\$2,000.00
WI	FRANKLIN CITY	\$4,000.00
WI	GALESVILLE CITY	\$1,600.00
WI	GENOA CITY VILLAGE	\$1,200.00
WI	GRAFTON VILLAGE	\$4,579.50
WI	GRAND CHUTE TOWN	\$2,752.75
WI	GRANT COUNTY	\$1,000.00
WI	GRANTSBURG VILLAGE	\$1,098.00
WI	GREEN COUNTY	\$3,062.50
WI	GREENDALE VILLAGE	\$7,295.00
WI	GREENFIELD CITY	\$8,000.00
WI	HALES CORNERS VILLAGE	\$1,987.50

WI	HAMMOND VILLAGE	\$405.00
WI	HARTFORD CITY	\$1,894.98
WI	HARTLAND VILLAGE	\$800.00
WI	HAYWARD CITY	\$800.00
WI	HIGHLAND VILLAGE	\$800.00
WI	HOLMEN VILLAGE	\$845.00
WI	HORICON CITY	\$1,750.00
WI	HUDSON CITY	\$2,887.50
WI	HURLEY CITY	\$1,312.50
WI	IOWA COUNTY	\$2,339.97
WI	JACKSON COUNTY	\$1,568.48
WI	JACKSON VILLAGE	\$1,598.00
WI	JANESVILLE CITY	\$11,635.00
WI	JUNEAU CITY	\$400.00
WI	JUNEAU COUNTY	\$5,200.00
WI	KENOSHA CITY	\$26,977.50
WI	KEWASKUM VILLAGE	\$799.00
WI	KEWAUNEE CITY	\$470.00
WI	KEWAUNEE COUNTY	\$2,397.00
WI	KRONEWETTER TOWN	\$1,348.50
WI	LA CROSSE CITY	\$6,791.50
WI	LAKE DELTON VILLAGE	\$2,375.00
WI	LAKE GENEVA CITY	\$2,181.00
WI	LAKE HALLIE VILLAGE	\$1,612.50
WI	LANCASTER CITY	\$1,169.00
WI	LANGLADE COUNTY	\$3,753.00
WI	LINCOLN COUNTY	\$4,060.00
WI	LITTLE CHUTE VILLAGE	\$2,400.00
WI	LODI CITY	\$875.00
WI	LUCK VILLAGE	\$1,051.49
WI	LUXEMBURG VILLAGE	\$1,536.58
WI	MANITOWOC CITY	\$4,010.00
WI	MANITOWOC COUNTY	\$3,712.50
WI	MARINETTE CITY	\$1,985.00
WI	MARINETTE COUNTY	\$2,800.00
WI	MARQUETTE COUNTY	\$1,004.00
WI	MARSHFIELD CITY	\$2,325.00
WI	MAYVILLE CITY	\$1,575.00
WI	MCFARLAND VILLAGE	\$4,500.00
WI	MELROSE VILLAGE	\$400.00
WI	MENASHA CITY	\$3,429.81
WI	MENOMINEE COUNTY	\$1,200.00
WI	MENOMONIE CITY	\$4,575.00
WI	MEQUON CITY	\$4,040.00
WI	MERRILL CITY	\$4,465.50
WI	MIDDLETON CITY	\$4,812.50
WI	MILTON CITY	\$928.99

WI	MINOCQUA TOWN	\$1,740.00
WI	MONROE CITY	\$1,710.00
WI	MONROE COUNTY	\$4,163.18
WI	MOUNT HOREB VILLAGE	\$1,750.00
WI	MOUNT PLEASANT TOWN	\$2,400.00
WI	MUSKEGO CITY	\$3,200.00
WI	NEENAH CITY	\$1,920.00
WI	NEW BERLIN CITY	\$7,200.00
WI	NEW GLARUS VILLAGE	\$2,440.00
WI	NEW LONDON CITY	\$800.00
WI	NEW RICHMOND CITY	\$891.00
WI	NORTH FOND DU LAC VILLAGE	\$1,226.00
WI	NORTH HUDSON VILLAGE	\$577.50
WI	OAK CREEK CITY	\$8,750.91
WI	OCONOMOWOC CITY	\$3,171.50
WI	OCONTO COUNTY	\$4,275.00
WI	ONALASKA CITY	\$4,400.00
WI	ONEIDA COUNTY	\$5,009.20
WI	OREGON VILLAGE	\$2,625.00
WI	OSCEOLA TOWN	\$2,128.98
WI	OSHKOSH CITY	\$8,607.50
WI	OSSEO CITY	\$1,461.18
WI	PALMYRA VILLAGE	\$336.00
WI	PIERCE COUNTY	\$942.00
WI	PLATTEVILLE CITY	\$2,451.98
WI	PLEASANT PRARIE VILLAGE	\$6,000.00
WI	PLOVER VILLAGE	\$2,049.98
WI	PLYMOUTH CITY	\$2,365.50
WI	PORTAGE COUNTY	\$4,399.90
WI	PRAIRIE DU CHIEN CITY	\$1,425.00
WI	PRICE COUNTY	\$2,477.97
WI	RACINE CITY	\$28,245.00
WI	REDGRANITE VILLAGE	\$2,000.00
WI	REEDSBURG CITY	\$2,000.00
WI	RHINELANDER CITY	\$2,704.85
WI	RICE LAKE CITY	\$1,900.00
WI	RICHLAND CENTER CITY	\$875.00
WI	RICHLAND COUNTY	\$2,872.50
WI	RIVER FALLS CITY	\$2,730.00
WI	ROBERTS VILLAGE	\$1,200.00
WI	ROME TOWN	\$1,600.00
WI	ROTHSCHILD VILLAGE	\$1,923.90
WI	RUSK COUNTY	\$1,630.00
WI	SAUK COUNTY	\$5,400.00
WI	SAUKVILLE VILLAGE	\$1,249.00
WI	SAWYER COUNTY	\$3,056.00
WI	SCHOFIELD CITY	\$3,600.00

WI	SHARON VILLAGE	\$703.87
WI	SHAWANO CITY	\$2,400.00
WI	SHAWANO COUNTY	\$4,000.00
WI	SHEBOYGAN FALLS CITY	\$2,194.50
WI	SHOREWOOD VILLAGE	\$2,247.50
WI	SHULLSBURG CITY	\$1,145.00
WI	SLINGER VILLAGE	\$1,850.00
WI	SOMERSET VILLAGE	\$1,200.00
WI	SPRING VALLEY VILLAGE	\$531.00
WI	ST CROIX COUNTY	\$14,289.50
WI	ST FRANCIS CITY	\$3,750.00
WI	SUPERIOR CITY	\$8,645.00
WI	SUMMIT VILLAGE	\$1,844.00
WI	TAYLOR COUNTY	\$2,468.50
WI	THIENVILLE VILLAGE	\$1,200.00
WI	TOMAH CITY	\$2,786.00
WI	TREMPEALEAU COUNTY	\$2,257.50
WI	TWIN LAKES VILLAGE	\$2,752.50
WI	VERONA CITY	\$1,752.50
WI	VILLAGE OF FOX CROSSING	\$5,348.00
WI	WALWORTH VILLAGE	\$2,000.00
WI	WATERLOO CITY	\$2,187.50
WI	WATERTOWN CITY	\$3,200.00
WI	WAUKESHA CITY	\$8,925.00
WI	WAUNAKEE VILLAGE	\$1,798.00
WI	WAUPACA CITY	\$1,950.00
WI	WAUPACA COUNTY	\$4,342.50
WI	WAUSAU CITY	\$7,578.57
WI	WAUSHARA COUNTY	\$1,575.00
WI	WAUWATOSA CITY	\$5,175.00
WI	WEBSTER VILLAGE	\$722.93
WI	WEST ALLIS CITY	\$12,325.00
WI	WEST BEND CITY	\$5,645.50
WI	WHITEFISH BAY VILLAGE	\$2,663.50
WI	WHITEWATER CITY	\$2,625.00
WI	WILD ROSE VILLAGE	\$431.00
WI	WISCONSIN RAPIDS CITY	\$6,050.00
WI	WOOD COUNTY	\$5,850.00
WI	WRIGHTSTOWN VILLAGE	\$1,680.00
	Totals for WI(200 Jurisdictions):	\$635,219.46
WV	BECKLEY CITY	\$8,040.00
WV	BOONE COUNTY	\$6,750.00
WV	BRIDGEPORT CITY	\$5,103.00
WV	CHARLES TOWN CITY	\$3,705.00
WV	CLARKSBURG CITY	\$4,710.00
WV	COWEN TOWN	\$1,192.50
WV	DUNBAR CITY	\$4,842.50

WV	HARDY COUNTY	\$1,327.50
WV	HUNTINGTON CITY	\$11,625.00
WV	HURRICANE CITY	\$3,716.00
WV	JEFFERSON COUNTY	\$1,575.00
WV	MARION COUNTY	\$5,670.00
WV	MERCER COUNTY	\$6,875.00
WV	MOOREFIELD TOWN	\$2,103.33
WV	MORGAN COUNTY	\$4,800.00
WV	MORGANTOWN CITY	\$2,988.00
WV	PARKERSBURG CITY	\$3,900.00
WV	PHILIPPI TOWN	\$2,400.00
WV	PRINCETON CITY	\$1,200.00
WV	PUTNAM COUNTY	\$2,197.50
WV	SOUTH CHARLESTON CITY	\$1,852.50
WV	SUMMERS COUNTY	\$2,390.00
WV	TOWN OF CAPON BRIDGE	\$1,000.00
WV	UPSHUR COUNTY	\$1,808.10
WV	VIENNA CITY	\$2,000.00
WV	WEIRTON CITY	\$2,932.50
WV	WILLIAMSTOWN CITY	\$3,200.00
WV	WINFIELD TOWN	\$800.00
WV	WOOD COUNTY	\$1,962.50
WV	WYOMING COUNTY	\$1,935.00
	Totals for WV(30 Jurisdictions):	\$104,600.93
WY	ALBANY COUNTY	\$7,773.45
WY	BIG HORN COUNTY	\$8,715.00
WY	CAMPBELL COUNTY	\$3,000.00
WY	CARBON COUNTY	\$3,225.00
WY	CHEYENNE CITY	\$29,920.00
WY	CODY CITY	\$1,600.00
WY	CROOK COUNTY	\$520.00
WY	DOUGLAS CITY	\$970.00
WY	EVANSTON CITY	\$3,117.97
WY	FREMONT COUNTY	\$9,172.50
WY	GILLETTE CITY	\$5,530.00
WY	GREEN RIVER CITY	\$475.00
WY	LARAMIE CITY	\$3,876.00
WY	LARAMIE COUNTY	\$11,276.35
WY	LINCOLN COUNTY	\$2,775.00
WY	MANDERSON TOWN	\$510.38
WY	MILLS TOWN	\$3,121.99
WY	MOORCROFT TOWN	\$1,129.05
WY	RAWLINS CITY	\$1,587.60
WY	RIVERTON CITY	\$2,217.50
WY	ROCK SPRINGS CITY	\$2,928.00
WY	SHERIDAN CITY	\$3,260.00
WY	SHERIDAN COUNTY	\$1,946.65

WY	SWEETWATER COUNTY	\$8,155.00
WY	TETON COUNTY	\$4,019.37
WY	UINTA COUNTY	\$1,774.98
	Totals for WY(26 Jurisdictions):	\$122,596.79
	Report Totals for (4273 Jurisdictions):	\$25,628,667.99

From: [BVP Email Account](#)
To: [Brandon Durango](#)
Subject: Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement
Date: Thursday, October 14, 2021 10:24:20 AM

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2021 BVP awards is available at:
<https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2021 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866- 606-8220.

The FY 2021 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:
<https://cjtec.org/compliance-testing-program/compliant-product-lists/>

As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document:
https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team
Bureau of Justice Assistance

This email was sent to brandon.durango@kissimmee.gov using GovDelivery Communications Cloud on behalf of:
Department of Justice · Washington, DC

ITEM 7.D**BUDGET AMENDMENT TO RECLASSIFY DEVELOPMENT SERVICES PLANNING POSITION****Request**

Approval of an amendment to the Development Services Department budget to reclassify a Planner II position to a Senior Planner position.

Explanation

The Development Services Department has a budgeted Planner II position that has recently become vacant. With the amount and complexity of the projects coming into the Planning Division for review, a more experienced and senior-level professional would provide better assistance to the Division and the public. Reclassifying this position to the next higher level, Senior Planner, will also help with the supervision of other members of the Planning Division, freeing the Planning Manager to focus on higher level projects and initiatives.

Planner II is a grade 20 position with a starting salary of \$51,173 and a mid-range salary of \$65,133. A Senior Planner is a grade 23 position with a starting salary of \$63,393 and a mid-range of \$82,679. To fund the position, a budgetary increase of \$21,000 is anticipated.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125101 501212		Increase	\$16,000	\$814,495
00125101 502121		Increase	\$2,500	\$63,858
00125101 502222		Increase	\$2,500	\$146,278
00125103 503131		Decrease	\$21,000	\$198,840

Financial Summary:

A budget adjustment in the amount of \$21,000 is needed to fund the position reclass. Funds are available in the professional services account for FY2022.

Recommendation

Staff recommends approval to reclassify a Planner II position to a Senior Planner position and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

None

ITEM 7.E**WORK ORDER NO. 1, ADDENDUM TO THE CONTRACT PRICE AND SCOPE OF WORK WITH METRO CONSULTING GROUP, LLC FOR THE LYNDELL DRAINAGE IMPROVEMENT PROJECT NO. 2.****Request**

Approval to increase Work Order No.1 with Metro Consulting Group, LLC for the Lyndell Drainage Improvement Project No.2 in the amount of \$83,000.

Explanation

On August 3, 2021, the City entered into an agreement with Metro Consulting Group, LLC to design two (2) Lyndell Drainage Improvement projects.

Project No. 1 is South Lyndell Street, which involves full drainage design, permitting and procurement to modify drainage from an open ditch to a closed system.

Project No. 2 is West Lyndell Street (Renee Terrace Subdivision) which entails a drainage study that will provide solutions to improve the drainage in the area and alleviate residential flooding.

The purpose of this Work Order is to accept the consultant's design recommendation for Project No. 2 to upgrade approximately 450LF from an 18" to 24" pipe and replace approximately 400LF of existing open ditch with a 24" closed pipe system. This addendum will increase the current contract by \$83,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2118	Increase	\$26,500	\$56,500
40945206-506393	SW1609	Decrease	\$26,500	\$237,652

Financial Summary:

Adequate funds are available in the Stormwater Utility Fund. Funds will be transferred from project SW1609 to project SW2118 to cover the total project cost in the amount of \$83,000.

Recommendation

Staff recommends Commission approval of Work Order No.1 with Metro Consulting Group, LLC for the Lyndell Drainage Improvement projects in the amount of \$83,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Lyndell Drainage Impr Project No.2 WO#1
2. Signed Work Order (P&W)

September 28, 2021

Nagel Altrui, CFM
Stormwater Engineer II
Project Manager
Public Works & Engineering
101 Church Street
Kissimmee, Florida 34741

**Re: RSQ 2021-003 Continuing Contract for Engineering Services
Task Work Order No. 1 – Supplemental No. 1 Proposal (FINAL) via email**

Dear Nagel,

As a follow up to our progress meeting, held on Tuesday, September 21, 2021, please find our fee proposal with scope of services to complete Project No. 2 – West Lyndell Drive Drainage Improvements.

Attached to his cover letter are the following:

EXHIBIT A – Project Scope of Services
EXHIBIT B – TWO No. 1 Amendment No. 1, signed by METRO
EXHIBIT C – Fee Estimate with Staff Hour Summary
APPENDIX 1 – Project No. 2 Supporting Documents: Scope of Services and Staff Hours

Task Work Order No. 1 (Fee Summary):

Project No. 1 - (Final Engineering and Permitting)	\$95,000.00
Project No. 2 - (Drainage Study Only)	<u>\$38,500.00</u>
TWO Fee Summary	\$133,500.00
Project No. 2 – (Design Project)	<u>\$83,000.00</u>
Total Fee	\$216,500.00

We are excited to be part of this contract and look forward to executing this amendment to this initial task order.

Sincerely,

METRO CONSULTING GROUP, LLC

Joseph D. Darbonne

Joseph D. Darbonne, PE
Project Manager / Engineer of Record

JDD/jdd

xc. Robert Masiku – City of Kissimmee; via email

**341 N. Maitland Avenue, Suite 220 | Maitland, FL 32751
(407) 766-3003
dwayne.darbonne@metrocgllc.com**

EXHIBIT A – Scope of Services

EXHIBIT “A” SCOPE OF SERVICES FOR CITY OF KISSIMMEE

TWO # 1; Amendment 1 - Project No. 2 (Final Design and Construction Plans) West Lyndell Drive Drainage Improvements City of Kissimmee September 28, 2021

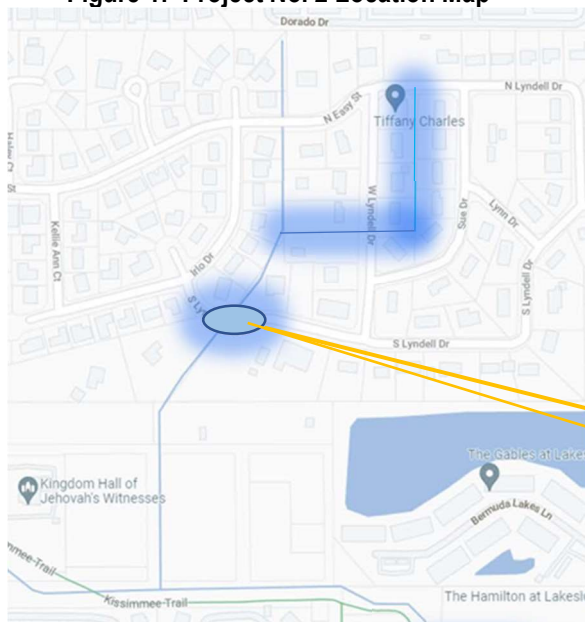
I. PURPOSE AND OBJECTIVE

The purpose of the project was first to perform a Study and second under this supplemental agreement, perform the final engineering design and permitting to address flooding concerns along a drainage ditch on the rear property lines of the homes on West Lyndell Drive in Kissimmee, Florida. The Study's recommendation is to upgrade approximately 450 LF from 18" pipe to 24" pipe and to replace approximately 400 LF of existing ditch with a 24" pipe with yard drains for each property owner. From our site visit, we spoke with the neighbor along S. Lyndell, and he complained about street flooding were noted in Figure 1. From our internal discussions and then again with the client, it was determined that these 2 curb inlets are to be replaced with standard Type 6 sag inlet.

II. PROJECT LOCATION

The project site is highlighted in Figure 1 in blue and is located within the Renee Terrace subdivision along a property line, from North Lyndell Drive to a 90-degree bend and then westward through 18" / 24" underground stormwater pipes to the main trunkline, which eventually discharges into the City Ditch. This project also includes the short segment of roadway at the 2 curb inlets along S. Lyndell Drive, see Figure 1 and 2.

Figure 1: Project No. 2 Location Map



Project Locations to be Surveyed

Figure 2 – S. Lyndall Drive Inlets



III. TASK WORK ORDER DESCRIPTION/SERVICES TO BE PROVIDED BY THE CONSULTANT

Description of Work: The work will include: 1) Replacement of the open ditch with a 24" pipe; 2) Replacement of the 24" elliptical pipe and the 15" pipe with yard drains, between the 90-degree bend and the stormwater main trunkline; 3) Replace existing curb inlets along S. Lyndell Drive with FDOT P-6 inlets. It is anticipated that to replace pipes under West Lyndell Drive and South Lyndell Drive will require open cuts in the existing roadway. Since the majority of the proposed work is on private property, we need to locate the right of way lines in the area, so we know who will be impacted by this project.

Under this Project, the CONSULTANT shall provide the following services:

Task No. 1 – Project Administration

- 1.1 Data Gathering / Site Visits
- 1.2 CITY / Prime Consultant Meetings (Covered under TWO #1 – Project #1)
- 1.3 Project Schedule and Updates (Covered under TWO #1 – Project #1)
- 1.4 Supervision
- 1.5 Coordination
- 1.6 Quality Reviews

2 Task No. 2 – Drainage Analysis

- 2.1 Yard Drain Analysis
- 2.2 Final Stormwater Design Analysis
- 2.3 Final Stormwater Documentation
- 2.4 Construction Cost Estimate

3 Task No. 3 – Construction Plans

- 3.1 Key Sheet (Combine Project No. 1 and No. 2 on one Sheet)
- 3.2 Signature Sheet (Combine Project No. 1 and No. 2 on one Sheet)
- 3.3 Drainage Map
- 3.4 Summary of Drainage Structures
- 3.5 Project Layout
- 3.6 Project Control (Combine Project No. 1 and No. 2 on one Sheet)
- 3.7 General Notes (Combine Project No. 1 and No. 2 on one Sheet)
- 3.8 Plan and Profile
- 3.9 Drainage Structures
- 3.10 Special Details
- 3.11 Cross Sections
- 3.12 Stormwater Pollution Prevention Plans (SWPPP)
- 3.13 Utility Adjustments
- 3.14 Summary of Quantities
- 3.15 Specifications

Exclusions: CITY is responsible for CCTV on the existing storm sewer pipes within the project area.

4 Task No. 4 – Environmental Permitting

- 4.1 Environmental Assessment
- 4.2 Environmental Permitting (SFWMD Only)

5 Task No. 5 – Post Design

5.1 Post Design Pre-Bid Activities *(Covered under TWO #1 – Project #1)*

5.2 Post Design Construction Activities

IV. TASK WORK ORDER DESCRIPTION/SERVICES TO BE PROVIDED BY THE CONSULTANT

Under this Project, the CONSULTANT shall provide the following services:

Task No. 6 – Topographic Survey (Design Level)

This estimate is inclusive of the time necessary to provide a topographic survey of the area delineated in the attached exhibit. Within the survey area, ECHO shall locate existing conditions and improvements as follows.

- Set horizontal and vertical control
- Collect aboveground and visible features and improvements, including surface evidence of utilities and utility information obtained via utility investigations performed by ECHO
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream sanitary manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the cause.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- The collection of the existing buildings will be limited to the perimeter of the structure noting the type of building.
- Calculate the apparent right-of-way and parcel lines from record documents including right-of-way maps, plats, and deeds along with property corners found during the topographic survey for the roadways falling within the limits of survey shown in said attached exhibit.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD 83/2011), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Exclusions: Any other service not expressly stated within this proposal

Task No. 7 – Subsurface Utility Engineering

Using a combination of field investigative techniques and technology, including surface geophysical instruments, including vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines and minor services lines.

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

Task No. 8 – Utility Coordination

ECHO will identify the affected UAOs, coordinate to obtain marked up plans and any necessary utility relocation/accommodation/protection in place adjustment information and support the Design Team in order to produce a constructable set of plans that reduces utility conflicts.

Deliverables:

1. Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
2. Electronic CAD file depicting the information collected during the topographic and utility survey efforts.
3. Up to five (5) copies of the certified survey signed and sealed by a Florida Professional Surveyor and Mapper.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.

13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

ENGINEERING DESIGN PHASE:

Topographic Survey, Subsurface Utility Engineering, Utility Survey per attached estimate sheets; \$17,188.62*

Utility Coordination Services as described herewith, per attached estimate sheet; \$5,319.00

*The fee above is inclusive of up four (4) utility verification test holes to be used at Client's direction.

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Direct Expenses

This task includes direct expenses associated with the work, such as permit fees, travel, printing, and other project related expenses.

Task No. 9 – Geotechnical Services

Scope of Services

- Stake boring locations at the site
- Clear utilities at boring locations, if necessary
- Mobilize two-person soil survey crew to the site
- Perform (1) day of auger borings up to a depth of 15 feet. The boring depth should extend to/or beyond the invert of the drainage pipes.
- Conduct limited laboratory testing to aid in visual soil classification
- Issue a signed and sealed geotechnical engineering report that will address the following:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Geotechnical recommendations pertaining to pipeline improvements
 - Corrosion series results for optional pipe material evaluation

Estimated Fee

Our estimate for the following service is a **Not-to-Exceed** amount of **\$6,230.00**. This fee includes a digital copy of our report emailed to you.

Schedule

Our schedule to complete the work outlined above will be about 4 weeks from your authorization. If requested, preliminary recommendations can be provided after field efforts are complete to assist the design schedule.

Limitations

This proposal is subject to the following limitations:

1. Site is accessible to the drilling equipment assumed above. Any other equipment that becomes necessary due to site and/or weather conditions shall be subject to adjustments in fees.
2. Assume no responsibility for damage of underground facilities and/or structures that are not located by Sunshine State One Call.
3. Exploration/evaluation of environmental conditions and sinkhole potential is not included in this scope.
4. This proposal does not include environmental/contamination sampling and testing.

EXHIBIT B – Task Work Order No. 1 Amendment No. 1, signed by METRO

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #: 1
DATE: September 28, 2021	AMENDMENT: 1
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with <u>METRO Consulting Group, LLC</u> the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF ASSIGNMENT: West Lyndell Drainage Improvement Project No. 2: Amendment for Design Services The purpose of this Amendment is to initiate a follow up task to implement the recommendations from the Study, which was completed in late September 2021.	
FORM OF COMPLETED DELIVERABLES: Deliverables includes full topographic survey, subsurface investigations, utility coordination, geotechnical investigations, construction plans, specifications, and cost estimates. The study has recommended the upgrading approximately 460 LF of existing 18" pipe and the replacement of approximately 400 LF of open drain ditch with an underground stormwater pipe and yard drains. In addition to the study recommendations, two (2) existing P10 inlets will be demolished and replaced with P6 inlets.	
BASIS OF PAYMENT: Services shall be made based on <u>Lump Sum</u> method in accordance with the Work Order/Agreement, the total not to exceed <u>\$ 216,500.00</u> without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within <u>209</u> calendar days, from the date of the original agreement.	
Contract Total Dollars:	\$ 133,500.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 83,000.00
NET CONTRACT TOTAL DOLLARS:	\$ 216,500.00

Accepted By: <u>Joseph D. Darbonne</u> (Signature) Title/Position: <u>Managing Member</u> Approved By: _____ Director, PW & E (Signature) Approved By: _____ City Engineer (Signature) Approved as to Form and Legality: _____ City Attorney (Signature)	Requested By: _____ (Signature) Approved By: _____ City Manager (Signature) Approved By: _____ Mayor (Signature) City Commission Approval Date: _____ (If required)
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EXHIBIT C – Fee Estimate with Staff Hour Estimate

FEE ESTIMATE WITH STAFF HOUR SUMMARY

Name of Project: Renee Terrace Drainage Improvements - West Lyndell Drive
 Location: Osceola / Kissimmee
 Contract No.: City of Kissimmee - Continuing Contract for Engineering Services
 Project No.: 2

Consultant Name: METRO Consulting Group, LLC
 Client : City of Kissimmee
 Date: 9/28/2021
 Estimator: Dwayne Darbonne

Staff Classification	Total Staff Hours From "SH Summary - Firm"		Principal Engineer		Sr. Project Engineer		Project Engineer		Environmental Scientist			SH	Salary	Average
		%	\$195.00	%	\$160.00	%	\$110.00	%	\$135.00	% Check		By Activity	Cost By Activity	Rate Per Task
Task No. 1: PROJECT ADMINISTRATION	92	50%	46	0%	0	50%	46	0%	0	100%		92	\$14,030	\$152.50
Task No. 2: DRAINAGE DESIGN ANALYSIS	54	20%	11	30%	16	0%	0	0%	0	50%		54	\$4,698	\$87.00
Task No. 3: CONSTRUCTION PLANS	228	20%	46	30%	68	0%	0	0%	0	50%		228	\$19,836	\$87.00
Task No. 4: ENVIRONMENTAL	32	0%	0	0%	0	10%	3	90%	29	100%		32	\$4,240	\$132.50
Task No. 5: POST DESIGN	60	80%	48	0%	0	20%	12	0%	0	100%		60	\$10,680	\$178.00
Total Staff Hours	466		150		85	40	61		29			466		
Total Staff Cost													\$53,484.00	

Note:

SALARY RELATED COSTS:	\$53,484.00
EXPENSES: (Estimated Direct Expenses)	\$778.38
Task No. 6: Utility Coordination	\$5,319.00
Task No. 7: Topo Survey	\$17,188.62
Task No. 8: Subsurface Utility Locations	\$0.00
Task No. 9: Geotechnical Services	\$6,230.00
GRAND TOTAL ESTIMATED FEE:	\$83,000.00

STAFF HOUR ESTIMATE

Subject:	Renee Drainage Improvements - West Lyndell Drive					
Date:	September 28, 2021					
Client:	City of Kissimmee					
From:	Dwayne Darbonne, PE - Project Manager					
Re:	Tasks with Staff Hours Estimate					
Task No.	Task	Units		# of Units	Hours / Unit	Hours
1	Task No. 1: PROJECT ADMINISTRATION					
	1.1 Data Gathering / Site Visits	LS		1	8	8
	1.2 CITY / Prime Consultant Meetings	LS		1	0	0
	1.3 Project Schedule	LS		1	0	0
	1.4 Supervision	LS		1	24	24
	1.5 Coordination	LS		1	20	20
	1.6 Quality Reviews	LS		1	40	40
	Task No. 1: PROJECT ADMINISTRATION					92
2	Task No. 2: DRAINAGE DESIGN ANALYSIS					
	2.1 Yard Drain Analysis	LS		1	6	6
	2.2 Final Stormwater Design Analysis	LS		1	16	16
	2.3 Final Stormwater Documentation	LS		1	16	16
	2.4 Construction Cost Estimate	LS		1	16	16
	Task No. 2: DRAINAGE DESIGN ANALYSIS					54
3	Task No. 3: CONSTRUCTION PLANS					
	3.1 Key Sheet	LS		1	0	0
	3.2 Signature Sheet	LS		1	0	0
	3.3 Drainage Map	LS		1	24	24
	3.4 Summary of Drainage Structures	LS		1	8	8
	3.5 Project Layout	LS		2	4	8
	3.6 Project Control	LS		1	0	0
	3.7 General Notes	LS		1	0	0
	3.8 Plan and Profile	LS		2	24	48
	3.9 Drainage Structures	LS		1	24	24
	3.10 Special Details	LS		1	16	16
	3.11 Cross Sections	LS		1	40	40
	3.12 Stormwater Pollution Prevention Plan (SWPPP)	LS		1	12	12
	3.13 Utility Adjustment Sheets	LS		2	12	24
	3.14 Summary of Quantities	LS		1	8	8
	3.15 Specifications	LS		1	16	16
	Task No. 3: CONSTRUCTION PLANS					228
4	Task No. 4: ENVIRONMENTAL					
	4.1 Environmental Assessment	LS		1	24	24
	4.2 Environmental Permitting (SFWMD Only)	LS		1	8	8
	Task No. 4: ENVIRONMENTAL					32
5	Task No. 5: POST DESIGN					
	5.2 Construction Activities	LS		1	60	60
	Task No. 5: POST DESIGN					60
	PROJECT GRAND TOTAL					466

APPENDIX 1

PROJECT NO. 2

SUPPORTING DOCUMENTS

SCOPE OF SERVICES AND STAFF HOURS



September 28, 2021

Metro Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

Attention: Mr. Dwayne Darbonne, P.E.
Managing Principal

Re: Proposal for Geotechnical Engineering Services
City of Kissimmee
W. Lyndell Drive Drainage Improvements
Kissimmee, Florida
AWK Proposal No. EB211650000

Dear Mr. Darbonne:

AWK Consulting Engineers, Inc. (AWK) is pleased to submit this proposal to Metro Consulting Group to provide geotechnical engineering services based on information provided you on September 22, 2021.

Project Location

We understand the project site is located along a drainage ditch at the rear property line of homes located along West Lyndell Drive from North Lyndell Drive and extending south to a 90-degree bend through stormwater pipes discharging in the City Ditch in the Renee Terrace subdivision in Kissimmee, Florida.

The NRCS Soil Survey identifies site soils to be characterized as poorly drained fine sands with relatively shallow seasonal high groundwater depths. Organic (muck) soils are often at times associated to the present site soils in the near surface region of the soil profile.

Project Description

Project plans include upgrading approximately 450 linear feet of 18-inch stormwater pipe to 24-inch piping and replacing 400 linear feet of ditch with a 24-inch pipeline with yard drains to alleviate flooding. In addition, two curb inlets will be replaced with Type 6 sag inlets near Irlo Drive and South Lyndell Drive.

Purpose

The purpose of this investigation is to explore soil and groundwater conditions at the site and provide geotechnical engineering recommendations to support the proposed drainage improvements.

Scope of Services

- Stake boring locations at the site
- Clear utilities at boring locations, if necessary
- Mobilize two-person soil survey crew to the site
- Perform (1) day of auger borings up to a depth of 15 feet The boring depth should extend to/or beyond the invert of the drainage pipes.
- Conduct limited laboratory testing to aid in visual soil classification
- Issue a signed and sealed geotechnical engineering report that will address the following:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Geotechnical recommendations pertaining to pipeline improvements
 - Corrosion series results for optional pipe material evaluation

Estimated Fee

Our estimate for the following service is a **Not-to-Exceed** amount of **\$6,230.00**. This fee includes a digital copy of our report emailed to you.

Schedule

Our schedule to complete the work outlined above will be about 4 weeks from your authorization. If requested, preliminary recommendations can be provided after field efforts are complete to assist the design schedule.

Limitations

This proposal is subject to the following limitations:

1. Site is accessible to the drilling equipment assumed above. Any other equipment that becomes necessary due to site and/or weather conditions shall be subject to adjustments in fees.
2. Assume no responsibility for damage of underground facilities and/or structures that are not located by Sunshine State One Call.
3. Exploration/evaluation of environmental conditions and sinkhole potential is not included in this scope.
4. This proposal does not include environmental/contamination sampling and testing.



Closure

Thank you for the opportunity to be of service to you on this exciting task. We look forward to working together.

Sincerely,

AWK CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Kevin Baboolall', written over a light blue rectangular background.

Kevin Baboolall
Florida Branch Manager

A handwritten signature in blue ink, appearing to read 'Errol S. Abdulla', written over a light blue rectangular background.

Errol S. Abdulla, P.E.
President

Signature :
Approved by :
Date :



Orlando Office 6457 Hazeltine National
Drive | Suite 150
Orlando, FL 32822

GEOTECHNICAL ENGINEERING FEES
W. Lyndell Drive Drainage Improvements

Item Description	No.	Unit	Rate	Cost
<u>FIELD EXPLORATION</u>				
A. Equipment Mobilization				
Soil Survey Crew Mobilization	1	each	\$ 400.00	\$ 400.00
B. Soil Survey Crew - Two Person				
Auger Borings Up to 15-ft	8	hr	\$ 200.00	\$ 1,600.00
C. Site Reconnaissance/Utility Coordination (staking, utilities, prop. coord., 24-HR WT)	8	hr	\$ 100.00	\$ 800.00
Total Field Services				\$ 2,800.00
<u>LABORATORY TESTING</u>				
A. Natural Moisture	3	each	\$ 25.00	\$ 75.00
B. Grain Size Analysis				
Single Sieve	4	each	\$ 50.00	\$ 200.00
C. Organic Content	2	each	\$ 55.00	\$ 110.00
D. Atterberg Limits (Plastic Limit & Liquid Limit)	1	each	\$ 115.00	\$ 115.00
E. Corrosion Series (pH, Sulfate, Chloride, Resistivity)	2	each	\$ 240.00	\$ 480.00
Total Laboratory Costs				\$ 980.00
<u>PROFESSIONAL AND TECHNICAL SERVICES</u>				
A. Project Manager	2	Hour	\$ 150.00	\$ 300.00
B. Engineer Intern	10	Hour	\$ 120.00	\$ 1,200.00
C. CADD/GIS Designer	6	Hour	\$ 145.00	\$ 870.00
D. Clerical	1	Hour	\$ 80.00	\$ 80.00
Total Professional and Technical Services				\$ 2,450.00
Total Not-to-Exceed				\$ 6,230.00

September 27, 2021

Dwayne Darbonne, PE
Managing Principal
METRO Consulting Group, LLC

**PROPOSAL FOR PROFESSIONAL SURVEY AND
SUBSURFACE UTILITY ENGINEERING SERVICES**

Project: Drainage Swale Improvements; W Lyndell Dr., City of Kissimmee, Osceola County, FL

Re: Supplemental Agreement #1

Dear Mr. Darbonne:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide this technical proposal for professional services in support of your project. This technical proposal, inclusive of economical offer and schedule, details the approach we consider as the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consisting of a preliminary engineering study and subsequent engineering design services for the construction of an underground stormwater pipe system to replace the existing swale drainage system located within the limits described below. ECHO's professional services were requested to provide a topographical survey, in addition to subsurface utility engineering services, utility survey and utility coordination services in support of this work. For the first portion of the work (preliminary study) ECHO will only provide limited survey cross sections as detailed on the attached estimate sheets.

This proposal letter addresses **Supplemental Agreement #1** for performing design survey, subsurface utility engineering and utility coordination services in support of final design.

Project Limits: ECHO's proposed services will be performed within well-defined limits (i.e. Project Limits) as shown on said attached exhibits.

SCOPE OF SERVICES

I. Topographic Survey

This estimate is inclusive of the time necessary to provide a topographic survey of the area delineated in the attached exhibit. Within the survey area, ECHO shall locate existing conditions and improvements as follows.

- Set horizontal and vertical control
- Collect aboveground and visible features and improvements, including surface evidence of utilities and utility information obtained via utility investigations performed by ECHO
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream sanitary manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the cause.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- The collection of the existing buildings will be limited to the perimeter of the structure noting the type of building.
- Calculate the apparent right-of-way and parcel lines from record documents including right-of-way maps, plats, and deeds along with property corners found during the topographic survey for the roadways falling within the limits of survey shown in said attached exhibit.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD 83/2011), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Exclusions: Any other service not expressly stated within this proposal

II. Subsurface Utility Engineering

Using a combination of field investigative techniques and technology, including surface geophysical instruments, including vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines and minor services lines.

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

III. Utility Coordination

ECHO will identify the affected UAOs, coordinate to obtain marked up plans and any necessary utility relocation/accommodation/protection in place adjustment information and support the Design Team in order to produce a constructable set of plans that reduces utility conflicts.

Deliverables:

1. Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
2. Electronic CAD file depicting the information collected during the topographic and utility survey efforts.
3. Up to five (5) copies of the certified survey signed and sealed by a Florida Professional Surveyor and Mapper.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.

13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP). The schedule shall be valid barring any unforeseen condition.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

ENGINEERING DESIGN PHASE:

- **Topographic Survey, Subsurface Utility Engineering, Utility Survey per attached estimate sheets; \$17,188.62***
- **Utility Coordination Services as described herewith, per attached estimate sheet; \$5,319.00**

***The fee above is inclusive of up four (4) utility verification test holes to be used at Client's direction.**

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,

ECHO UES, Inc.



Carlo Pilia
Vice President

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: City of Kissimmee W Lyndell Dr
 County: Osceola
 FPN: 0
 FAP No.: 1/0/1900

Consultant Name: METRO/ECHO
 Consultant No.: enter consultants proj. number
 Date: 9/27/2021
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Surv/SUE Project	Project Surveyor	CADD Technician	Secretary/Clerical	Utility Coordinator	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$190.31	\$123.94	\$89.06	\$84.36	\$118.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	43	4	0	0	2	37	0	0	0	0	0	0	0	43	\$5,319	\$123.70
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	35	4	9	21	1	0	0	0	0	0	0	0	0	35	\$3,831	\$109.47
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	78	8	9	21	3	37	0	0	0	0	0	0	0	78		
Total Staff Cost		\$1,522.48	\$1,115.46	\$1,870.26	\$253.08	\$4,388.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,150.22	\$117.31

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

Check = \$9,150.22					
SALARY RELATED COSTS:					\$9,150.22
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
SUBTOTAL ESTIMATED FEE:					\$9,150.22
SUE (Field)	2.0	2-person crew	\$ 1,953.20	/ day	\$3,906.40
Survey (Field)	5.00	2-person crew	\$ 1,890.20	/ day	\$9,451.00
SUBTOTAL ESTIMATED FEE:					\$22,507.62
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$22,507.62

Project Activity 7: Utilities

Estimator: Trisha Miller

Kissimmee/W Lyndell Drive Drainage

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	0	0	0	N/A
7.2	Identify Existing Utility Agency Owner(s)	LS	1	3	3	3 hours for 811 Design Ticket and review of new permits
7.3	Make Utility Contacts	LS	1	4	4	4 Hours for document prep, letter, UWS, Plans etc.
7.4	Exception Processing	LS	0	0	0	N/A
7.5	Preliminary Utility Meeting	LS	0	0	0	N/A
7.6	Individual/Field Meetings	LS	1	4	4	1 hour prep+2 hours travel +1 hour meeting X 1 Field Meeting= 4 hours
7.7	Collect and Review Plans and Data from UAO(s)	LS	0	0	0	N/A
7.8	Subordination of Easements Coordination	LS	0	0	0	N/A
7.9	Utility Design Meeting	LS	1	0	0	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	12	12	3 hours X 4 UAO's= 12 hours for review of documents
7.11	Utility Coordination/Followup	LS	1	12	12	3 hours X 4 UAO's= 12 hours for follow up
7.12	Utility Constructability Review	LS	1	4	4	1 hour X 4 UAO's= 4 hours
7.13	Additional Utility Services	LS	0	0	0	N/A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	N/A
7.15	Contract Plans to UAO(s)	LS	1	0	0	N/A
7.16	Certification/Close-Out	LS	1	4	4	4 hours for Preparing Utility Certification Letter
7.17	Other Utilities	LS	0	0	0	N/A
7. Utilities Total					43	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to Tab 3

27. Survey

Estimator: Carlo Pilia

City of Kissimmee W Lyndell Dr

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Site	1.00	0.50	0.50		0.00	3.00	1.50	Recover and establish control as needed.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Site	1.00	0.50	0.50		0.00	3.00	1.50	Recover and establish control as needed.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.6	Topography/DTM (3D)									Provide topo/DTM for limits of survey as depicted in exhibit; approx. 2ac.
		Site	1.00	2.00	2.00		0.00	4.00	8.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									Designate utilities within roadway portions of survey limits only; perform up to 4 test holes. Survey included within 27.6
	Designates	Site	1.00	1.00	1.00		0.00	2.00	2.00	
	Locates	Point	4	0.25	1.00		0.00	3.00	3.00	
	Survey		0%	2.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						Included with 27.6
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA	1.00	2.00	2.00		0.00	5.00	10.00	Find and survey field evidence of plat and drainage easement; depict limits within survey files.
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
					0.00					
27.28	Vegetation Survey									
		LS							0	
27.29	Tree Survey									
		LS							0	
27.30	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				Crew Days	7.0	Field Support Hours	0	Office Support Hours	26	
27.31	Supplemental Surveys									
				7	0		0		0	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.32	Document Research	Units								
									0	
27.33	Field Reviews	Units							0	
									0	
27.34	Technical Meetings	LS							5	
			1.00						5	
27.35	Quality Assurance / Quality Control	LS								
								5%	1	
27.36	Supervision	LS								
								5%	2	
27.37	Coordination	LS								
								3%	1	
27. Survey Total				Crew Days	7.0	Field Support Hours	0	Office Support Hours	35	

SPLS =

PLS =

Office Support =

Total Hours = 35

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0		0	
Baseline Approval Review	EA	0	0	0		0	
Network Control Review	EA	0	0	0		0	
Vertical Control Review	EA	0	0	0		0	
Local Governments (cities, counties)	EA	0	0	0		0	
Final Submittal Review	EA	0	0	0		0	
Other Meetings	EA	0	0	0		0	
Subtotal Technical Meetings				0	Subtotal PM Meetings	0	
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--	
Phase Review Meetings	EA	0	0	0	**	--	
Total Meetings				0	Total PM Mtgs (carries to Tab 3)	0	

Carries to 27.34

Carries to Tab 3

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #: 1
DATE: September 28, 2021	AMENDMENT: 1
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with METRO Consulting Group, LLC the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF ASSIGNMENT: West Lyndell Drainage Improvement Project No. 2: Amendment for Design Services The purpose of this Amendment is to initiate a follow up task to implement the recommendations from the Study, which was completed in late September 2021.	
FORM OF COMPLETED DELIVERABLES: Deliverables includes full topographic survey, subsurface investigations, utility coordination, geotechnical investigations, construction plans, specifications, and cost estimates. The study has recommended the upgrading approximately 460 LF of existing 18" pipe and the replacement of approximately 400 LF of open drain ditch with an underground stormwater pipe and yard drains. In addition to the study recommendations, two (2) existing P10 inlets will be demolished and replaced with P6 inlets.	
BASIS OF PAYMENT: Services shall be made based on <u>Lump Sum</u> method in accordance with the Work Order/Agreement, the total not to exceed \$ 216,500.00 without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within <u>209</u> calendar days, from the date of the original agreement.	
Contract Total Dollars:	\$ 133,500.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 83,000.00
NET CONTRACT TOTAL DOLLARS:	\$ 216,500.00

Accepted By: <u>Joseph D. Darbonne</u> (Signature)	Requested By: <u>Robert Tanaka Masiku</u> Digitally signed by Robert Tanaka Masiku Date: 2021.11.09 14:54:57 +05'00' (Signature)
Title/Position: <u>Managing Member</u>	Approved By: _____ City Manager (Signature)
Approved By: <u>[Signature]</u> Director, PW & E (Signature)	Approved By: _____ Mayor (Signature)
Approved By: <u>Ashley Willis</u> City Engineer (Signature)	City Commission Approval Date: _____ (If required)
Approved as to Form and Legality: _____ City Attorney (Signature)	

ITEM 7.F**ADVERTISING FUNDING FROM EXPERIENCE KISSIMMEE FOR KISSIMMEE GATEWAY AIRPORT****Request**

Request Commission approval to accept advertising funding in the amount of \$20,000.00 from Experience Kissimmee for Kissimmee Gateway Airport

Explanation

Experience Kissimmee is offering a grant to fund an advertising program by and for the Kissimmee Gateway Airport, in the amount of \$20,000.00 for FY2021-2022. Funds will be used to advertise to the corporate and leisure travel market, the flight training market, and the vintage aircraft/ warbird market.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103-504901		Increase	20,000	
46100389-389400		Increase	20,000	

Financial Summary:

The total amount of \$20,000 will go towards advertising the airport and its businesses.

Recommendation

Staff recommends acceptance of \$20,000.00 from Experience Kissimmee for airport advertising.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport

Presenter:

Attachment(s):

1. Exp. Kiss. Agreement 2021-2022



Aid to Private Organizations Agreement

Company Legal Name ("Organization"): Kissimmee Gateway Airport – City of Kissimmee
Organization Address: 401 Dyer Blvd., Kissimmee FL 34741
Organization Primary Contact Name: Mike Steigerwald, City Manager
Organization Primary Contact E-Mail: msteiger@kissimmee.org
Organization Contact Phone Number: 407-518-2306

Short General Description of Project ("Project"): Kissimmee Gateway Airport Destination Marketing Agreement

Start Date: October 1, 2021 **End Date:** September 30, 2022

Payment Amount and Schedule of Payments: Experience Kissimmee shall award the City of Kissimmee \$20,000.00. The entire award amount shall be due within thirty (30) days of the City's submission of and Experience Kissimmee's approval of a marketing and advertising plan but not prior to October 1, 2021.

Key Performance Indicators ("Key Performance Indicators" or "KPI") to be Reported to Experience Kissimmee and timing: Quarterly reports are due:

Q1 – October 1-December 31; report due February 1, 2022

Q2 – January 1 – March 31; report due May 1, 2022

Q3 – April 1 – June 30; report due August 1, 2022

Q4 – July 1 – September 30; report due November 1, 2022

Reports are to include:

- Return on Investment of advertising funded by Experience Kissimmee.
- Approximate number of Osceola County room nights booked by businesses located in the Airport for its transient customers and clients.
- A report of monthly visits to the Organization's website attributable to the advertising displayed at the Organization or on its website, and total monthly "click-thrus" from the Organization's website.

Experience Kissimmee Marks/Materials to be used, description of use and timing:

- The Organization's website shall prominently feature the Experience Kissimmee logo on the home page with text inviting viewers to visit www.ExperienceKissimmee.com for additional information.
- All marketing and advertising materials funded by Experience Kissimmee shall include its logo and be approved by Experience Kissimmee prior to insertion.

**Osceola Convention and Visitor's Bureau,
Inc. d/b/a Experience Kissimmee**

By: 
Signature: _____
Print Name: DT Michalek
Title: President
Date: 10-1-21

Organization

By: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____



Terms and Conditions

This Aid to Private Organizations Agreement (“agreement”) is entered into between Osceola Convention and Visitors Bureau, Inc. d/b/a Experience Kissimmee (“**Experience Kissimmee**”) and **Organization**. Experience Kissimmee and Organization are together the “**Parties**” or singularly a “**Party**”.

1) Duties

- a) Experience Kissimmee and Organization shall carry out the duties and obligations described in, and assigned to them, in the statement of work (“Statement of Work” or “SOW”).
- b) Any additional duties, obligations and understandings, if any, not set out in the SOW, are set out in Exhibit “A” hereto.
- c) The Statement of Work and Exhibit “A” (if any Exhibit “A”) form a material part hereof and are incorporated herein fully by this reference.
- d) The Primary Contact identified in the SOW shall have sufficient authority to make decisions required under this agreement without resort to secondary authority.
- e) Organization shall provide to Experience Kissimmee proofs of all materials, advertisements, promotional materials, promotional videos, swag, collateral and the like that are intended to incorporate Experience Kissimmee intellectual property. Organization shall also provide a reasonable description of the intended use, channels of distribution and the like of same. Experience Kissimmee shall, in its sole discretion, review and approve, or disapprove, such. Subsequent to distribution/display, Organization shall provide proof of publication, use, distribution count, impressions and/or the like and other information as Experience Kissimmee shall reasonably require.

2) Payment

- a) As a condition to any payment by Experience Kissimmee, Organization shall:
 - i) Supply proof of performance as Experience Kissimmee may reasonably specify;
 - ii) Supply the required key performance indicators;

3) Term

- a) This agreement is effective as of the date of last signature affixed to the Statement or Work.
- b) This agreement shall commence on the “Start Date” specified in the SOW.
- c) This agreement shall end, except as otherwise provided herein, on the “End Date” specified in the SOW.

- d) The terms of this agreement which by their nature should survive the termination or expiration of this agreement will survive and be binding on the parties, including but not limited to sections 4 and 6.

4) Intellectual Property

- a) Experience Kissimmee grants to Organization from the Start Date to the End Date a non-exclusive, revocable, limited, royalty-free, and non-transferable license to use (i) Experience Kissimmee's trademarks, service marks, trademarks, and the like specifically designated by Experience Kissimmee in the SOW (collectively, "**Experience Kissimmee Marks**") and Experience Kissimmee's images, photographs, videos, and other copyrightable materials specifically designated by Experience Kissimmee in the SOW (collectively "**Experience Kissimmee Materials**", and together with the Experience Kissimmee Marks, the "**Experience Kissimmee IP**"), solely as necessary for use in the project described in the SOW. Organization shall use Experience Kissimmee IP in accordance with any trademark or other usage guidelines that Experience Kissimmee may communicate to Organization from time to time. Consistent with section 1(e), Organization shall submit examples of all proposed uses of the Experience Kissimmee IP to Experience Kissimmee for Experience Kissimmee's prior written approval in each instance. All uses of the Experience Kissimmee Marks, and all goodwill associated therewith, will inure solely to the benefit of Experience Kissimmee. Organization shall not use, register, or attempt to register any mark that is infringing, confusingly similar to or incorporates any of the Experience Kissimmee Marks. Organization acknowledges and agrees that Experience Kissimmee retains exclusive ownership and rights in the Experience Kissimmee IP.
- b) Other than as specified in the SOW and this section, the Parties each retain exclusive ownership and rights in their intellectual property, including without limitation, their trademarks, service marks, and commercial symbols as well as all associated moral rights. Further, Organization stipulates and agrees that the Experience Kissimmee Marks are valid, incontestable and not subject to collateral attack with the US Patent Trade Office, or any other similar body.

5) Termination

- a) This agreement may be terminated prior to the "End Date" as follows:
 - i) Either Party may terminate if the other fails to perform a material obligation required hereunder after thirty (30) days written notice to cure (which may be email);
 - ii) Either Party may terminate immediately if the other Party is insolvent or files or has filed against it any proceeding in federal or state court seeking insolvency protection or debtor relief;
 - iii) Either Party may terminate immediately if the other Party infringes on the intellectual property of the terminating Party or a third party, or acts in excess of the limited intellectual property license afforded to it under this agreement;



iv) Experience Kissimmee may terminate immediately if the Organization's reputation falls into disrepute or becomes inconsistent with the image or reputation of Experience Kissimmee; and,

v) Experience Kissimmee may terminate for convenience on 30 days written notice (which may be by email).

b) Termination pursuant to sections 5(a)(i)-(iv) will entitle the terminating Party to recover its damages; however, nothing in this agreement will prejudice the rights of the Parties to also seek temporary or permanent equitable relief. In the event of termination pursuant to section 5(a)(v), Experience Kissimmee's payment contemplated in the SOW will be presumed to be *pro rata* to the effective date of termination.

6) Confidentiality

- a) The terms of this agreement are confidential. In addition, the Parties each may provide to the other certain confidential information. When the providing Party designates information as confidential, or if the receiving Party has a reasonable basis to believe that information is confidential or should be treated as confidential, then the receiving Party shall maintain its confidentiality by not disclosing that information. Information designated confidential or reasonably implied to be confidential will only be used in a manner consistent with the reason for its being provided to the receiving Party.
- b) Regardless of the designation of information as confidential, information exchanged by the Parties shall not be considered confidential when it (i) is publicly known; (ii) is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality; (iii) is already known by the receiving Party prior to receiving such information from the disclosing Party; or (iv) is independently developed, each of (i) through (iv) without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or because of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The Parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as they agree to maintain the confidentiality of the information. Notwithstanding the foregoing, Experience Kissimmee may in its sole discretion release this agreement (i) when prudent to do so in voluntary response to a request for public records even though Florida's Public Records Act does not apply to Experience Kissimmee, or (ii) otherwise as required by contract or as Experience Kissimmee deems appropriate.
- c) Within ten days of the termination of this agreement, all confidential information shall be returned to the disclosing party. Should returning such information be impracticable, then the receiving Party shall destroy the information and provide written confirmation of its destruction to the disclosing Party. Nothing in this agreement shall require the receiving Party to return or destroy confidential information when prohibited by applicable law or regulation.



- d) The receiving Party shall maintain all confidential information in a manner no less secure than it maintains its own confidential information, but in any event, no less secure than commercially reasonable taking into account the nature and sensitivity of the information, the damage that would arise (including without limitation, reputational damage) should such confidential information be improperly disclosed, and the cost of remediating a breach of confidentiality, including without limitation, the cost of notice, litigation arising from a breach and third-party damages, if any. Organization will comply with all data protection laws, rules and regulations, including without limitation the Federal Trade Commission Act, the European Data Protection Regulation and the California Consumer Protection Act and comply with such data security standards as applicable.
- e) In the event of a data breach or similar event where Experience Kissimmee's data or other confidential information in the possession of Organization is improperly accessed or obtained, used, lost, or becomes the subject of malware or ransomware, the Parties shall reasonably cooperate to remediate such event and provide notice as and if required by applicable law, rule or regulation. Organization shall bear the cost of its own remediation, notice, defense and indemnity as well as that of Experience Kissimmee. Insurance coverage limits by Organization's insurer shall not serve to limit Organization's liability. Experience Kissimmee shall have the right to control its own defense and to choose its own counsel. Likewise, Experience Kissimmee shall have the right to control all communication and notices that may be useful, necessary or required related to or arising from such an event, at Organization's cost. Organization shall promptly notify Experience Kissimmee, but in any event, in less than seventy-two hours following discovery of such an event as generally described in this section.

7) Exclusivity

- a) Unless otherwise specified in the SOW or Exhibit "A", Organization shall not engage in activities that are in competition with Experience Kissimmee during the term of this agreement.
- b) Unless otherwise specified in SOW or Exhibit "A", Experience Kissimmee may continue to carry out its operations as it sees fit which may be in competition with Organization and the Project.

8) Independence

- a) The actions to be taken under this agreement by Organization and Experience Kissimmee shall be independent of the other and not taken as an employee, agent, partner, joint venture, subsidiary or parent of the other. The Parties acknowledge that they are independent entities, are not attorneys-in-fact of the other, are not agents of the other, and are not allowed to incur any obligation on the other's behalf. The Parties shall not hold the other out as an agent, legal representative, partner, subsidiary, joint venture or employee of the other and shall not indicate or suggest that they are related or the same entities.



- b) Except as generally required to carry-out the purpose and timing of the actions set-out in the SOW or Exhibit "A", each Party shall control the conditions, time, details, and means by which it performs its obligations under this agreement.
- c) Neither Party shall have the right to inspect the work of the other except solely for the purpose of determining whether the work is being completed according to the SOW or Exhibit "A".
- d) Neither Party is eligible for and shall not receive any employee benefits from the other Party. Each Party is solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to its business.

9) Indemnification

- a) Organization shall defend, indemnify, and hold harmless the Experience Kissimmee Indemnified Parties, from and against all claims, suits, fines, liabilities, damages, losses and cost, including but not limited to, reasonable attorneys' fees, arising indirectly or directly, in part or solely by Organization's conduct, including but not limited to damage to the property or injury to a person. Organization covenants and warrants that it and all of its agents, vendors, servants, employees, and contractors will use due care and diligence in all of their activities and operations authorized by this agreement. In addition, Organization will defend, indemnify and hold harmless the Experience Kissimmee Indemnified Parties against any action, claim, or damages related or arising from (i) Organization's alleged violation of the intellectual property rights of a third party, and (ii) marketing ads, offerings or services provided by Organization including without limitation their associated contracts.
- b) For purposes of this section, "**Experience Kissimmee Indemnified Parties**" means Experience Kissimmee, its predecessors, successors and assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents, and employees of each of them as well as their assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents and employees.

10) Insurance

- a) Organization shall maintain insurance with coverage types and amounts that are reasonable under the circumstances including the indemnification requirements of §9 hereof.
- b) In addition to the requirements of § 10(a), above, Organization shall have and maintain those coverages in the amounts specified (if any) by Exhibit "A" hereto.
- c) Available insurance coverage will not serve to limit liability that may arise under this agreement. Organization shall name Experience Kissimmee as additional insureds. Upon Experience Kissimmee's request, Organization shall provide Experience Kissimmee with a certificate of insurance from Organization's insurer evidencing the insurance coverage

specified in this agreement. Organization shall provide Experience Kissimmee with 30 days' advance written notice in the event of a cancellation or material change in Organization's insurance policy. Except where prohibited by law, Organization shall require its insurer to waive all rights of subrogation against Organization and Experience Kissimmee.

11) Reporting, Books, Records

- a) Organization shall provide Experience Kissimmee with monthly or quarterly Project updates, the content, form, and frequency of which will be specified by Experience Kissimmee from time to time.
- b) The Parties expressly agree that Experience Kissimmee shall have, upon notice, access to all books, records and accounts of Organization relating to this agreement. Organization shall cooperate to provide such additional financial information relating to the Project and this agreement as requested by Experience Kissimmee from time to time, including but not limited to timely and prompt responses to all requests from Experience Kissimmee and its auditors.
- c) Likewise, Organization shall provide access to all data, information, books, records, materials and the like that Experience Kissimmee shall specify so as to permit Experience Kissimmee to audit and independently verify the key performance indicators set out the SOW.

12) General

- a) The Parties shall not assign this agreement or any rights or obligations hereunder, without prior written consent of the other Party.
- b) Organization shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, both foreign and domestic, relating to Organization's obligations under this agreement.
- c) This agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument. The Parties stipulate, agree, and acknowledge the mutual negotiation of this agreement's terms.
- d) This agreement, including and together with the SOW and Exhibit "A" (if any), is the sole and entire agreement of the Parties concerning the subject matter contained in this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Unless the subject of another written contract, no other warranties, promises or agreements, express or implied exist between the Parties.



- e) In the event the Terms and Conditions, the SOW and Exhibit "A" are in conflict, then the terms of the SOW shall first control, then the terms of Exhibit "A" shall control and finally the Terms and Conditions shall control. In any event, where at all possible, the SOW, Exhibit "A" and the Terms and Conditions shall be read to understand their intent and then read to harmonize their requirements and only when the Parties manifest a clear intent to modify and amend the terms of the inferior document will they be amended.
- f) Any notices required under this agreement must be in writing and sent to the Organization's mailing address or email address set forth in SOW. As to Experience Kissimmee, notice shall be sent to the address or email addresses set forth in this section, below. If emailed, the notice shall be deemed received on the same day if the sending party receives no notice of delivery failure and the email is coupled with a copy sent via U.S. Postal Service, 1st class postage pre-paid. If only mailed, the notice must be sent certified mail, return receipt and shall be deemed received three business days after mailing. If sent via third party overnight courier, signature must be required upon receipt and the notice shall be deemed received on the date signed for. Notice to Experience Kissimmee must be sent to (unless otherwise specified by Experience Kissimmee):

Osceola Convention and Visitors Bureau, Inc.
 d/b/a Experience Kissimmee
 Attn: Chief Executive Officer
 215 Celebration Place
 Suite 200
 Celebration, Florida 34747
 Email: DMinich@experiencekissimmee.com
- g) The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws, rules and doctrines. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Kissimmee, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division should such court have jurisdiction. The parties stipulate that venue and personal jurisdiction are proper in such courts and waive any argument of forum *non conveniens*.
- h) **THE PARTIES WAIVE AND RELINQUISH ANY RIGHT TO A TRIAL BY JURY.** In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.
- i) In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.
- j) If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.

- k) The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- l) This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.
- m) The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

* * *



Exhibit "A"

Additional Terms not Contained in the Agreement:

I. ORGANIZATION OBLIGATIONS.

- A. The Organization will develop a one (1) year marketing and advertising plan to include, but not limited to print and online advertising to attract visitors to Osceola County. The plan will be presented to the EK President/CEO for approval within thirty (30) days of the execution date of this Agreement.
- B. The Organization's website, www.flykissimmee.com, shall prominently feature the EK logo on the home page with text inviting web viewers to visit www.ExperienceKissimmee.com for additional information and lodging reservations.
- C. All marketing and advertisements shall be approved by EK prior to insertion.
- D. The Organization will seek to demonstrate a Return on Investment (ROI) for advertising funded by EK to include but not limited to:
 - 1. A monthly report detailing the approximate number of Osceola County room nights booked by businesses located at the Organization for its transient customers and clients. This measurement will by no means capture the true number of the Organization users choosing to stay in Osceola County hotels as many users will book rooms on their own prior to traveling to Osceola County.
 - 2. A report of the monthly visits to the Organization's website attributable to the advertising displayed at the Organization or on its website, and the total monthly "click-thrus" from the Organization website to the EK website.
- E. The Organization will provide a copy of all expenses incurred for marketing, advertising and advertisement development.
- F. The Organization will give Experience Kissimmee the option of participating in monthly marketing conference calls to gain better synergy on marketing efforts.
- G. The Organization will give Experience Kissimmee the option of attending the Organization's After-Hours Events.

II. EXPERIENCE KISSIMMEE OBLIGATIONS.

- A. Experience Kissimmee will assist the Organization by hosting educational and informational sessions for airport tenants regarding the purpose of Tourist Development Tax, the importance of data collection and destination education.
- B. Experience Kissimmee will include Organization information on www.ExperienceKissimmee.com, related Experience Kissimmee websites and collateral distributed to visitors as deemed appropriate by Experience Kissimmee.

ITEM 7.G

MINISTERIAL APPROVAL - FIRE PENSION BOARD - DAN GARAGUSO JR

Request

Request City Commission approval of the ministerial re-appointment of Dan Garaguso Jr. as the fifth member of the Fire Pension Board.

Explanation

The City Commission appoints two members to the Fire Pension Board and the employees elect two additional members. State Statute requires the four members then appoint the fifth member. At the November 2, 2021, Fire Pension Board meeting, Dan Garaguso Jr. was recommended for re-appointment as the fifth member.

The Fire Pension Ordinance states that upon receipt of the recommendation, the City Commission shall, as a ministerial duty, approve the appointment of the fifth Trustee. The full Fire Pension Board met on November 2, 2021 and voted to make their selection. The term for the vacancy will expire September 30, 2023.

Recommendation

Staff and the Fire Pension Board recommend the City Commission give ministerial approval for the re-appointment of Dan Garaguso Jr. to the Fire Pension Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.H**CHANGE ORDER NO. 2 WITH GOMEZ CONSTRUCTION AND AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT****Request**

Approval of Change Order No. 2 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$27,167.00.

Explanation

Change Order No. 2 is related to additional fencing (Stallion 51 Area) which consists of furnishing and installing approximately 652 LF of 6 FT plus 1 FT 3- stranded barb wire chain link fence and posts, including all incidentals necessary to complete the installation. The new fencing secures the property acquired by the City on September 9, 2020, terminating a through the fence operation to the adjacent private property.

This item excludes removal of shrubs, trees, and fence, which will be performed by the city in advance of the installation.

The Amendment to the Public Transportation Grant Agreement with FDOT reflects the additional work approved. Under the grant, FDOT will cover 80% of the cost and the City is responsible for the remaining 20%.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000334-334410	AP2103	Increase	21,733	
47070106-506393	AP2103	Increase	21,733	
47000381-381008	AP2103	Increase	5,434	
47070106-506393	AP2103	Decrease	5,434	

Financial Summary:

FDOT will pay 80% of the additional costs, totaling \$27,167.00. Additional airport funds in Airport Project 2103 will be used to cover the City's required portion of 20%, in the amount of \$5,434.00.

Recommendation

Staff recommends Commission approval of Change Order No. 2 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$27,167.00

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. 2021-10-29 ISM Safety Improvements (Phase 1) Change Order 2 (Gomez + Hanson signed)
2. 438442-2 Amendment #2 to PTGA - Kissimmee Security

CHANGE ORDER NO. 2

OWNER: City of Kissimmee
OWNER'S ADDRESS: Kissimmee Gateway Airport, 401 Dyer Boulevard, Kissimmee, FL 34741
PROJECT NO.: FAA AIP No. N/A; FDOT FM No. 438442-2-94-01; C.O.K. Bid No. IFB 2020-007
CONTRACTOR: Gomez Construction Company (Gomez)
ADDRESS OF CONTRACTOR: 750 Jackson Avenue, Winter Park, Florida 32789
CONTRACT DESCRIPTION: Security Improvements (Phase 1) at the Kissimmee Gateway Airport
CONTRACT DATE: February 16, 2021
PURCHASE ORDER NO.: 21001381
PURCHASE ORDER DATE: April 15, 2021
CHANGE ORDER DATE: October 29, 2021

NO WORK COVERED BY THIS CHANGE ORDER (AS APPLICABLE) MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF AN ORIGINAL FULLY EXECUTED BY THE CONTRACTOR, THE OWNER, (THE FAA AND THE FDOT, AS APPLICABLE) AND THE ENGINEER. THE CONTRACTOR SHALL INDICATE HIS CONCURRENCE WITH THIS CHANGE BY EXECUTING ALL ORIGINALS AND RETURNING THEM TO THE OFFICE OF ORIGINATION WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE OF TRANSMITTAL. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE AS SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE:

SEE ATTACHED Exhibit A and Exhibit B

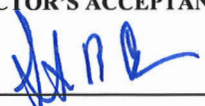
ADJUSTED CALENDAR DAYS CONTRACT TIME:

ORIGINAL: 45
TO DATE: 45
THIS C.O.* 21
TOTAL: 66
NOTICE TO PROCEED DATE: TBD
START DATE: TBD
ANTICIPATED COMPLETION DATE: TBD

ORIGINAL TOTAL CONTRACT PRICE	<u>\$ 279,613.71</u>
APPROVED NET ADDITIONS TO CONTRACT TO DATE	<u>\$ 14,273.00</u>
APPROVED NET DELETIONS TO CONTRACT TO DATE	<u>\$ 0.00</u>
TOTAL CONTRACT PRICE TO DATE	<u>\$ 293,886.71</u>
NET AMOUNT OF THIS CHANGE ORDER: ADD <u>X</u> DELETE	<u>\$ 27,166.24</u>
REVISED TOTAL CONTRACT PRICE	<u>\$ 306,779.95</u>
PERCENTAGE THIS CHANGE OF ORIG. CONTRACT PRICE:	<u>9.72%</u>

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS (AS APPLICABLE) IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE – GOMEZ CONSTRUCTION COMPANY (GOMEZ)

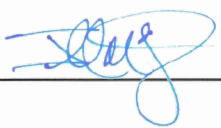
BY: 

ATTEST: 

TITLE: PX

DATE: 11/1/2021

RECOMMENDED FOR APPROVAL – HANSON PROFESSIONAL SERVICES

BY: 

TITLE: Vice President

DATE: 11/01/2021

APPROVED: FEDERAL AVIATION ADMINISTRATION, ORLANDO ADO

BY: N/A

TITLE: N/A

DATE: N/A

APPROVED: FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE

BY: _____

TITLE: _____

DATE: _____

APPROVED: CITY OF KISSIMMEE

BY: _____

TITLE: _____

DATE: _____

(END)

EXHIBIT A
to
CHANGE ORDER NO. 2

SECURITY IMPROVEMENTS (PHASE 1)

at the

KISSIMMEE GATEWAY AIRPORT

FAA AIP No. N/A
FDOT FM No. 438442-2-94-01
C.O.K. Bid No. IFB 2020-007

There is One (1) item contained in this change order as follows:

ITEM 1: CHANGES RELATED TO ADDITIONAL FENCING (STALLION 51 AREA)

This change order consists of furnishing and installing approximately 652 LF of 6 FT plus 1 FT 3-stranded barb wire chain link fence and posts in accordance with Detail 1, Sheet C105, including all incidentals necessary to complete the installation. This may require some field 'fit' at the existing hangar about halfway down the run. The alignment of the fence shall be coordinated in the field with the City.

This item excludes removal of shrubs, trees and fence, which will be performed by the City in advance of the installation.



Pay Item(s) Introduced:

COR-002 (See attached unit cost proposal).

EXHIBIT B
to
CHANGE ORDER NO. 2
SECURITY IMPROVEMENTS (PHASE 1)
at the
KISSIMMEE GATEWAY AIRPORT
FAA AIP No. N/A
FDOT FM No. 438442-2-94-01
C.O.K. Bid No. IFB 2020-007

Reference is made to the following for each of the items affected by this change order for the changes described in Exhibit A.

CHANGE ORDER NO. 2
Project: Security Improvements (Phase 1)
Airport: KISSIMMEE GATEWAY AIRPORT
Owner: CITY OF KISSIMMEE
Date Prepared: OCTOBER 29, 2021
AIP No: N/A
FM No.: 438442-1-94-1
C.O.K. BID No. IFB 2020-007



BID SCHEDULE A						ORIGINAL CONTRACT		CONTRACT AFTER THIS CO	
Item	Description	Unit	Estimated Quantity	CO 2	Revised Quantity, incl. previous Change Order(s)	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION AND SAFTEY/SECURITY MEASURES	LS	1		1	\$ 24,453.79	\$ 24,453.79	\$ 24,453.79	\$ 24,453.79
2	REMOVE AND DISPOSE OF EXISTING ACCESS CONTROLERS	EA	5		5	\$ 1,002.47	\$ 5,012.35	\$ 1,002.47	\$ 5,012.35
3	REMOVE EXISTING MANUAL SECURITY GATE (AVIATION DRIVE LOCATION) AND DELIVER TO OWNER	EA	1		1	\$ 821.70	\$ 821.70	\$ 821.70	\$ 821.70
4	REMOVE AND DISPOSE OF EXISTING SECURITY GATES	EA	4		4	\$ 821.70	\$ 3,286.80	\$ 821.70	\$ 3,286.80
5	ATCT FIXTURE DEMOLITION AND EARTH WORK	EA	1		1	\$ 2,810.21	\$ 2,810.21	\$ 2,810.21	\$ 2,810.21
6	FURNISH AND INSTALL NEW AUTO PARKING LOT DUAL HEAD LIGHT FIXTURE (REPLACEMENT)	EA	4		4	\$ 4,409.79	\$ 17,639.16	\$ 4,409.79	\$ 17,639.16
7	FURNISH AND INSTALL NEW DUAL HEAD LIGHT FIXTURE AND CONCRETE POLE	EA	2		2	\$ 13,147.20	\$ 26,294.40	\$ 13,147.20	\$ 26,294.40
8	FURNISH AND INSTALL NEW ATCT PERIMETER DUAL HEAD LIGHT FIXTURE ON EXISTING POLE (REPLACEMENT)	EA	5		5	\$ 4,409.79	\$ 22,048.95	\$ 4,409.79	\$ 22,048.95
9	SECURITY GATE REPLACEMENT WITH NEW 16 FT ALUMINUM GATE (SQUARE BAR), INCL. 3-STRANDED BARBED WIRE TO MATCH EXISTING FENCE	EA	5		5	\$ 5,636.86	\$ 28,184.30	\$ 5,636.86	\$ 28,184.30
10	FURNISH AND INSTALL NEW SECURITY GATE ACCESS CONTROLLERS (HYSECURITY MODEL 50FV2/3 OR EQUAL), INCL. 4" THICK CONCRETE MAINTENANCE PAD (3 FT X 16 FT), INCL. CONNECTIONS TO EXISTING HIGH AND LOW VOLTAGE	EA	5		5	\$ 22,596.75	\$ 112,983.75	\$ 22,596.75	\$ 112,983.75
11	FURNISH AND INSTALL NEW SECURITY GATE ACCESS CONTROLLERS, INCL. 4" THICK CONCRETE MAINTENANCE PAD (3 FT X 16 FT), INCL. LOOP SENSORS, PHOTO EYE, CONCRETE PAD FOR OPERATOR AND CONCRETE PAD FOR PEDESTAL (BY OTHERS)	EA	1		1	\$ 25,500.09	\$ 25,500.09	\$ 25,500.09	\$ 25,500.09
12	FURNISH AND INSTALL 120/240 SINGLE PHASE POWER CABLE, INSTALLED IN CONDUIT	LF	100		100	\$ 7.67	\$ 767.00	\$ 7.67	\$ 767.00
13	FURNISH AND INSTALL 1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	150		150	\$ 8.76	\$ 1,314.00	\$ 8.76	\$ 1,314.00
14	FURNISH AND INSTALL NEW 6 FT PLUS 1 FT 3-STRANDED BARB WIRE CHAIN LINK FENCE AND POSTS TO MATCH EXISTING FENCE	LF	30		30	\$ 54.99	\$ 1,649.70	\$ 54.99	\$ 1,649.70
15	FURNISH AND INSTALL NEW STANDARD SAFETY BOLLARD, 4-1/2" X 36" MOUNTED ON NEW PEDESTAL PAD (ULINE OR EQUAL)	EA	4		4	\$ 219.12	\$ 876.48	\$ 219.12	\$ 876.48
16	REMOVE AND REPLACE 6" 4,000 PSI PCC (AVIATION DRIVE)	SY	23		23	\$ 259.61	\$ 5,971.03	\$ 259.61	\$ 5,971.03
17	COR-001	LS	0		1	\$ -	\$ -	\$ 14,273.00	\$ 14,273.00
18	COR-002	LS	0	1	1	\$ -	\$ -	\$ 27,166.24	\$ 27,166.24
						BID SCHEDULE A TOTAL		\$ 279,613.71	\$ 321,052.95
						BID SCHEDULE A AFTER PREVIOUS CHANGE ORDER(S) TOTALS		\$ 293,886.71	
						BID SCHEDULE A THIS CO TOTAL		\$27,166.24	

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:	088719
438442-2-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000348026
Contract Number: G1S63	Federal Award Date:		Amendment No.:	2
CFDA Number: N/A	Agency DUNS Number:	80-269-4759		
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

RECITALS

WHEREAS, the Department and the Agency on 6/15/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

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

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

1. **Amendment Description.** The project is amended Add additional Scope to include fence work at Kissimmee Gateway Airport. No additional funds included.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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

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Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is ___ increased/ ___ decreased by \$0 bringing the revised total cost of the project to \$435,553.

The Department's participation is X increased/ ___ decreased by \$0. The Department agrees to participate in the Project cost up to the maximum amount of \$348,442, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

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

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

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Jack Adkins
Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): OSCEOLA-KISSIMMEE SECURITY IMPROVEMENTS CONSTRUCTION- The Security Enhancement Project (Project) will focus on improving security lighting, replacing security fencing and gates, and installing a security access control system. The security lighting replaces older, less efficient pole lighting in the aircraft parking area near the air traffic control tower apron and the terminal parking lot. The new pole lighting will be LED technology providing better lumens and better efficiency utilizing less power. The airport's automatic vehicle gates will be replaced due to age and maintenance issues with new gates and controls. A security access control system will be installed providing card readers and individual proximity cards for better accountability and overall security procedures. The access system will be supported by direct communications to a software program operated by staff in the airport administration building. The project will be supported by airport staff, an engineering consulting firm and two prime contractors overseeing the physical and security access software systems.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As requested by 215.971, F.S., the work will include but is not limited to the removal and disposal of existing access controllers, security gates, a light pole and several light fixtures. New items to be installed include auto parking lot dual headlight fixture replacements, concrete poles with dual overhead light fixtures, ATCT perimeter dual head light fixture replacements, 16ft aluminum security gate replacements, security gate access controllers and maintenance pads, loop sensors, safety bollards, and a small amount of concrete replacement associated with the gate roller track pads.

The pole lighting will involve light fixture and pole replacement, conduit, cabling and associated demolition and earthwork. Replacement of vehicle gates will involve, controls, conduit, cabling, loop sensors/photo eyes, concrete pads, bollards and associated fencing tie-ins. The access control system will involve software, pedestals, card readers, wireless antennas, CAT6 cabling, conduit, proximity badges, badge printer and training for said hardware and software.

Removal and replacement of existing fence: design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; erosion control; demolition; excavation; embankment; ground preparation; installation of fencing, posts, rails, and gates; sodding; seeding; provisions for electrical and fiber optic systems; signage; and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the fencing project in accordance with FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing).

The work under this project includes all professional engineering and construction related services to complete the work.

The Sponsor will comply with Aviation Program Assurances.

"The specifics of the Project Scope for construction are described in and limited by the Project Construction plans identified as "Security Improvements (Phase 1)" at Kissimmee Gateway Airport prepared by Amherst Consulting, signed and sealed on the 22nd day of October 2020, together with all specification updates, necessary design variation, exceptions, and change orders approved by the Agency." Along with the cost estimate for added fence work from contractor dated October 19, 2021.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

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

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

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



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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B**Schedule of Financial Assistance**

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438442-2-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$11,418.00
438442-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$337,024.00
438442-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$84,256.00
438442-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$2,855.00
Total Financial Assistance							\$435,553

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$348,442.00	\$87,111.00	\$0.00	\$435,553.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$348,442.00	\$87,111.00	\$0.00	\$435,553.00			

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

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

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Joseph A. Jerkins

10/28/2021

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$348,442

*The award amount may change with amendments

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

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

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

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

ITEM 7.I

APPROVAL TO PURCHASE CHEMICALS USING THE LAKE COUNTY AGRICULTURAL CHEMICALS CONTRACT (NO. 21-0705A) WITH HELENA AGRI ENTERPRISES, LLC

Request

Authorization to execute the agreement between Helena Agri Enterprises, LLC and the City of Kissimmee to allow piggyback purchasing from the Lake County Contract No. 21-0705A.

Explanation

The Streets and Stormwater division of the Public Works & Engineering (PW&E) Department is requesting to purchase chemicals using the Lake County contract pricing with Helena Agri Enterprises, LLC. This agreement will allow purchases for right-of-way spraying at competitive bid pricing while realizing time and cost savings within the bid process.

Chemicals are purchased on an ongoing basis to control weeds, invasive plants, and insects. Annually, the PW&E Department budgets \$55,000 to purchase chemicals, \$40,000 in Stormwater Operations and \$15,000 in the Streets division. Herbicides are used to spray aquatic vegetation in ponds and drainage ditches, weeds along fence lines and curbing, and within street median planters. Insecticides are used in landscaped areas city-wide.

The Lake County Contract with Helena Agri Enterprises is effective from 3/9/2021 through 3/8/2022, and provides for four (4) one (1) year renewals at Lake County's sole option within the terms noted in the Bid. Providing Lake County and Helena Agri Enterprises agree to renew each year, the PW&E Department requests permission to purchase from contract 21-0705A following each renewal, with final contract expiration on 3/8/2026.

Recommendation

Staff recommends approval to authorize the agreement between Helena Agri Enterprises, LLC and the City of Kissimmee for the full-term of Lake County Contract No. 21-0705A.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Lake County Helena Chemicals Contract 21-0705A
2. Lake County Certificate of Insurance
3. AGREEMENT between CITY OF KISSIMMEE & HELENA AGRI ENTERPRISES, LLC

**MODIFICATION OF CONTRACT**

Modification Number: One (1) Effective Date: 4/16/2021	Contract Number: 21-0705A Title: <u>Agricultural Chemicals</u> Effective Date: 03/09/2021
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9765	Contractor Name and Address: Name: Helena Agri Enterprises, LLC Address: P.O. Box 1758 City: Dade City, FL 33526 ATTENTION: Tim McDuffie / Misti Frye
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Modification to add DLZ Methylated Seed Oil chemical to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>James Boggs Jr</u> Print Name: <u>James Boggs Jr</u> Title: <u>Branch Manager</u> Date: <u>04/16/2021</u> E-mail: <u>fryem@helenaagri.com</u> Secondary E-mail: <u>boggsj@helenaagri.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen A. Bechtel</u> Print Name: <u>Gretchen A. Bechtel</u> Title: <u>Contracting Officer</u> Date: <u>04/16/2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



HELENA AGRI-ENTERPRISES, LLC
 PO Box 1758
 Dade City, FL 33526-1758
 Phone 352-521-3538
 Fax 352-567-2083

QUOTE

NAME:	Anthony Ellis	PHONE:			
COMPANY:	Lake County	FAX:			
DATE:	4/16/2021	QUOTED BY:	Misti Frye		
SIZE		APPROX. QUANTITY	PRICE	Unit	Total
2.5 gal	DLZ	2.5	\$ 25.00	gal	\$ 62.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total					\$ 62.50

COMMENTS:

ALL ORDERS MUST BE FAXED TO (352) 567-2083 or emailed to Fryem@helenaagri.com

QUOTE VALID FOR 30 DAYS ONLY

UNLESS OTHERWISE AGREED UPON IN WRITING



CONTRACT NO. 21-0705A
For
Agricultural Chemicals

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Helen Agri Enterprises, LLC** (hereinafter "Contractor") to supply **Agricultural Chemicals** to the County pursuant to County Bid number 21-0705 with any included addenda (hereinafter "Bid"), with an opening date of 12/3/2020, and Contractor's Bid response dated 12/1/2020, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: None

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:
Approved Certificate of Insurance.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 3/9/2021 through 3/8/2022, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Amy Munday*

Contracting Officer II

Date: 3/9/2021

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

The undersigned hereby declares that: Helena Agri Enterprises, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **AGRICULTURAL CHEMICALS** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on **12/03/2020** or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA-based payment system: YES

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [Lake County General Terms and Conditions page](#) and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Helena Agri Enterprises, LLC

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Mt Dora., FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If “yes” is checked, provide supporting detail: 21244 SR 46, Mt Dora, FL 32757

8.0 GENERAL VENDOR INFORMATION:

Firm Name: Helena Agri Enterprises, LLC

Street Address: P.O. Box 1758

City: Dade City State and ZIP Code: FL, 33526

Mailing Address (if different): 21244 SR 46 Mt Dora, FL 32757

Telephone: 561-682-2298 Fax: 561-682-5457

Federal Identification Number / TIN: 71-0293688

DUNS Number: 00-703-6759

9.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Tim McDuffie*

Date: 12/1/2020

Print Name: Tim McDuffie

Title: Sales Representative

Primary E-mail Address: fryem@helenaagri.com

Secondary E-mail Address: mcduffiet@helenaagri.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

EXHIBIT A – SCOPE OF WORK/SERVICES**21-0705****AGRICULTURAL CHEMICALS****1. GENERAL**

Each department and agency purchasing under the resulting Contract(s) will issue its own purchase order(s) throughout the contract period as needed and shall schedule and expedite its own orders. Product(s) shall be received, inspected and tested. When non-conforming shipments occur, the department shall seek remedy with the Contractor.

The Contractor shall notify the ordering agency of any discrepancies prior to shipment or prior to providing the services requested in the order. No price changes, freight charges, administrative fee, or other alterations of bid prices will be allowed after acceptance of the order.

2. PRODUCTS:

- A. All items must be identified by brand name and/or product number or must read “as specified.” Failure to comply may result in disqualification of the bid submittal. Price sheet defines specific products.
- B. Vendor shall bid on the preferred size. Contact Procurement (see section 2.0 of the ITB) for approval of any discrepancy by **11/18/2020** for approval.
- C. Vendors bidding on generic or equal products shall submit the manufacturers label to Procurement (see section 2.0 of the ITB) by **11/18/2020** for approval.
- D. Contractor must promptly provide, at no cost to the County, qualified technical personnel at a job site to assist solving any problems resulting from the use of Contractor’s product(s).
- E. Fertilizers must be a turf and ornamental grade. All fertilizers bid shall have a copy of the mix or batch sheet submitted with Vendor solicitation response.

3. SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the Contract for discontinued brands or models. Contractor shall not deliver any substitute items as a replacement to an awarded brand or model without express written consent of the Office of Procurement Services prior to such delivery. Items delivered without prior written consent shall be returned at no expense to the County. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

4. LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS

It is hereby agreed and understood that this Contract may be extended for an additional thirty (30) day transitional period after Contract expiration date with the same level of service.

5. STOCK LEVELS SHALL BE MAINTAINED BY VENDOR

Contractor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Contractor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Contractor for any re-procurement costs incurred by the County. If the

EXHIBIT A – SCOPE OF WORK/SERVICES**21-0705****AGRICULTURAL CHEMICALS**

Contractor fails to honor these re-procurement costs, the County may terminate the Contract for default.

6. SHELF LIFE STOCK

Contractor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Contractor prior to shipment to the County.

7. REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the Contract shall be passed on by the Contractor(s) to the County. It shall be the responsibility of the Contractor to notify the County of such rebates and/or special promotions during the Contract.

Special promotions shall be offered by the Contractor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the Contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard Contract price shall prevail.

8. TESTING RANDOM SAMPLES

Samples of delivered items may be randomly selected and tested for compliance with the required specifications. If it is found that the delivered commodities do not conform to these specifications, the County shall require replacement within a reasonable length of time. If that extended time frame is not met, the County may then elect to cancel the Contract for cause.

9. PRICE REDETERMINATIONS

Contractor may petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within 30 calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Contract.

- 9.1. Basis for Price Redeterminations. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published on the [Bureau of Labor Statistics site here](#). The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Subsequent price redeterminations will use the last price redetermination approved as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- 9.2. Wage Price Redetermination. Contractor should refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics located on the [Statistics Site here](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing

EXHIBIT A – SCOPE OF WORK/SERVICES**21-0705****AGRICULTURAL CHEMICALS**

Industries. Wage price redetermination increases will be considered only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Contract.

- 9.3. Minimum Wage Price Redetermination. Contractor may petition for price redetermination for those job categories where the pay to Contractor's employees is the current minimum wage should the minimum wage increase during the Contract. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). Contractor must increase the pay to minimum wage employees by that amount. The amount paid to Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- 9.4. Fuel Price Redetermination. If the price of fuel increases by a minimum of ten percent, Contractor may petition for a fuel price redetermination. Contractor will be required to petition for a fuel price redetermination decrease if the price of fuel decreases by a minimum of ten percent as a condition of petitioning for a fuel price increase. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Contract.
- 9.5. Materials Price Redetermination. Contractor may petition the Director of Procurement Services for a materials price redetermination. As a condition of petitioning for a materials price increase, Contractor will be required to petition for a materials price redetermination decrease if the price of materials used by the Contractor decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative increase in pay to Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "pesticide and other agricultural chemical manufacturing - 325320325320," as published by the Bureau of Labor Statistics.
- 9.6. All Price Redeterminations shall be calculated as demonstrated:

Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30

EXHIBIT A – SCOPE OF WORK/SERVICES**21-0705****AGRICULTURAL CHEMICALS**

Current applicable PPI \$200.50

PPI increase percentage 11.9%
($\$21.30 \div \$179.20 = .1189$)

Unit cost of the service is: \$100.00

30% of \$100.00 is directly \$30.00
attributed to the
redetermination category $\$30.00 \times 11.9\% =$ \$3.57

New unit price is \$103.57

(\$100 + \$3.57)

- 9.7. Expiration Upon Failure to Agree to Price Redetermination. If the County and Contractor cannot agree to a price redetermination, the Contract will automatically expire without penalty or further expense to either party after a period of six months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If Contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

[The remainder of this page intentionally left blank]

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

2. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

5. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for

ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

[Remainder of this page intentionally left blank.]

Helena Agri Enterprises, LLC**SAVE AND SUBMIT AS AN EXCEL FILE**

Item #	Item Description	Container Size/Unit	Unit Price	Extended Price	Pre-Approved Alternate Brand, Product #, As-Specified
1	2-4-D Amine (Aquatic Label, 4 lb.) - Platoon	2.5 gal	\$ 11.47	\$ 28.68	Weedar 64
2	2-4-D Amine (Aquatic Label, 4 lb.) - Platoon	30 gal	\$ 10.94	\$ 328.20	Weedar 64
3	Weedar 64	2.5 gal	\$ 11.47	\$ 28.68	
4	Rodeo - No Substitute	2.5 gal	\$ 19.25	\$ 48.13	
5	Rodeo - No Substitute	30 gal	\$ 18.75	\$ 562.50	
6	Roundup Custom - No Substitute	2.5 gal	\$ 17.65	\$ 44.13	
7	Roundup Custom - No Substitute	30 gal	\$ 17.25	\$ 517.50	
8	Generic Aquatic Glyphosate	2.5 gal	\$ 17.65	\$ 44.13	Roundup Custom
9	Generic Aquatic Glyphosate	30 gal	\$ 17.25	\$ 517.50	Roundup Custom
10	Aquathol Granular Super K	20 lb	\$ 19.30	\$ 386.00	
11	Aquathol K Liquid	2.5 gal	\$ 74.75	\$ 186.88	
12	Aquathol K Liquid	30 gal	\$ 74.75	\$ 2,242.50	
13	Clearcast - No Substitute	1 gal	\$ 284.89	\$ 284.89	
14	Clearcast - No Substitute	15 gal	\$ 284.14	\$ 4,262.10	
15	Cutrine Plus	2.5 gal	\$ 12.50	\$ 31.25	Cutrine FL909
16	D-Limonene 100% - Cidekick	2.5 gal	\$ 17.35	\$ 43.38	
17	Foambuster	1 pt	\$ 7.50	\$ 7.50	
18	Galleon - No Substitute	1 qt	\$ 605.12	\$ 605.12	
19	Habitat BASF - No Substitute	2.5 gal	\$ 98.00	\$ 245.00	
20	Hydrothol 191 Granular	20 lb	\$ 3.50	\$ 70.00	
21	Hydrothol 191 Liquid	2.5 gal	\$ 77.80	\$ 194.50	
22	Polymer (30% or Greater) - Non-Ionic (Drift) - Pro-Mate Accuracy	1 gal	\$ 28.00	\$ 28.00	
23	Polymer (30% or Greater) - Non-Ionic (Sinking) - PolyAn	1 gal	\$ 28.95	\$ 28.95	
24	Sonar AS - No Substitute	1 gal	\$ 1,995.08	\$ 1,995.08	
25	Sonar	1 gal	\$ 1,835.00	\$ 1,835.00	Avast
26	Sonar Genesis	1 gal	\$ 286.56	\$ 286.56	
27	Diquat dibromide - Tribune	2.5 gal	\$ 41.80	\$ 104.50	
28	Reward Sygenta - No Substitute	2.5 gal	\$ 79.00	\$ 197.50	
29	Flumioxazin 51%	5 lb	\$ 39.05	\$ 195.25	Semera
30	Buffer	5.5 gal	\$ -	\$ -	NO BID
31	Tradewind - No Substitute	5x1(4x8oz) ea	\$ 5,024.00	\$ -	
32	Imazapyr	2.5 gal	\$ 52.25	\$ 130.63	Polaris
33	Clipper SC	64 oz	\$ 315.75	\$ 20,208.00	Semera SC
34	Cutrine Plus	2.5 gal	\$ 21.12	\$ 52.80	Cutrine FL909
35	Procellacor SC 100 PDU x 2 (200 PDU)	uni 2 t	\$ 4,050.00	\$ 8,100.00	
36	Procellacor SC 12 PDU x 6 (72 PDU)	uni 6 t	\$ 486.00	\$ 2,916.00	

Item #	Item Description	Container Size/Unit	Unit Price	Extended Price	Pre-Approved Alternate Brand, Product #, As-Specified
37	F-239 Degreaser	55 gal	\$ 14.20	\$ 781.00	
38	Esplanade EZ	2.5 gal	\$ 46.60	\$ 116.50	
39	Esplanade 200 SC	1 qt	\$ 327.04	\$ 327.04	
40	Esplanade 200 SC	2.5 gal	\$ 1,218.56	\$ 3,046.40	
41	Basal Oil (AF)	1 gal	\$ 11.26	\$ 11.26	Impel Red
42	Basal Oil (Impel Red)	1 gal	\$ 11.26	\$ 11.26	Impel Red
43	Generic Glyphosate	2.5 gal	\$ 12.65	\$ 31.63	Ranger Pro
44	Ranger Pro	2.5 gal	\$ 12.65	\$ 31.63	
45	Garlon 4 Ultra	2.5 gal	\$ 79.50	\$ 198.75	Trycera
46	Milestone	1 qt	\$ 75.00	\$ 75.00	
47	Milestone	2.5 gal	\$ 300.00	\$ 750.00	

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
---	-------

Which does the firm use: Diesel fuel or Gasoline?	Both
---	------

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
---	-------

Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%
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CERTIFICATE OF LIABILITY INSURANCE

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11/03/2021

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

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

PRODUCER MARSH USA INC. 6410 Poplar Avenue, Suite 540 Memphis, TN 38119	CONTACT NAME: Carol Kincaid PHONE (A/C, No, Ext): 901 684 3667 E-MAIL ADDRESS: carol.a.kincaid@marsh.com	FAX (A/C, No): 901 761-0408
CN102359568-HCC-#4-20-21 35021 AI	INSURER(S) AFFORDING COVERAGE	
INSURED Helena Agri-Enterprises, LLC 225 Schilling Boulevard Suite #300 Collierville, TN 38017	INSURER A : Allu Insurance Co	NAIC # 19399
	INSURER B : National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-005345032-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		GL1728981	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ \$10,000 PIP	X		CA4594415 (AOS) CA4594416 (MA)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC045886783	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Bid#21-0705A

The Certificate Holder is listed as Additional Insured on the Automobile and General Liability if and to the extent required by written contract.

CERTIFICATE HOLDER

City of Kissimmee
2213 Mabbette Street
Kissimmee, FL 34741

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Helena Agri-Enterprises, LLC 225 Schilling Boulevard Suite #300 Collierville, TN 38017
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: AIU Insurance Company (AL, AR, AZ, CO, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MN, MO, MS, MT, NC, NE, NJ, NM, NV, NY, OK, OR, PA, SC, SD, TX, VA, WI and Monopolistic States)

Policy No.: WC045886783

Effective Date: 10/01/2021

Expiration Date: 10/01/2022

Carrier: AIU Insurance Co.

Policy No.: WC045886785 (CA)

Effective Date: 10/01/2021

Expiration Date: 10/01/2022

EL limits are \$2,000,000 except \$1,000,000. Employers Liability for states of GA, MI, MN and VA, which is the maximum Employers Liability limit allowed in those states.

Deductible is BI by accident \$1,000,000 / by disease \$1,000,000 / All covered BI aggregate \$20,000,000.

AGREEMENT between CITY OF KISSIMMEE

and

HELENA AGRI ENTERPRISES, LLC

THIS AGREEMENT is made this _____ day of _____, 2021 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY" and Helena Agri Enterprises, LLC, whose address is P.O. Box 1758, Dade City, Florida 33526 hereinafter "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, CITY is in need of professional services of CONTRACTOR to provide competitive pricing of herbicide / insecticide chemicals.

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

WHEREAS, Pursuant to 4.3.1.1 of the CITY's Purchasing Code, CITY may procure goods and services from bid or proposals from any government subdivisions when it's in the best interest of the CITY of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process Lake County, Florida, as a Lead Public Agency, entered into "**CONTRACT NO. 21-0705A For Agricultural Chemicals**" (the "Master Agreement"), on March 9, 2021, with CONTRACTOR, as the lowest, responsive bidder in accordance with said Master Agreement attached hereto as **Exhibit "A"** and a made a binding part hereof; and

WHEREAS, CITY has determined that the specifications in the Master Agreement are similar in nature to the work needed by CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by CITY.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **MASTER AGREEMENT.** The Parties hereto agree that the terms and conditions of the “**CONTRACT NO. 21-0705A For Agricultural Chemicals**” entered into by Lake County, Florida and CONTRACTOR on March 9, 2021, are binding to the Parties hereto, unless otherwise agreed to herein, by this Agreement. The portions of the Master Agreement not expressly modified by this Agreement shall have full force and effect upon the Parties hereto. As such, the following modifications to the Master Agreement shall apply:
 - a. “Lake County” or “County” in the Master Agreement shall refer to the CITY.
 - b. Section 3.0 of the Master Agreement is rescinded in its entirety.
 - c. EXHIBIT A “SCOPE OF WORK/SERVICES AGRICULTURAL CHEMICALS” shall be replaced in its entirety with **Exhibit “B”**, attached hereto and incorporated by reference.
 - d. EXHIBIT B “INSURANCE REQUIREMENTS” of the Master Agreement shall be rescinded and replaced with the following insurance provisions: CONTRACTOR is required to submit to the CITY Certificates of Insurance naming the CITY of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CITY. During the term of this Agreement and any renewals, CONTRACTOR at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** CONTRACTOR will provide Worker’s Compensation coverage for all employees at the site location and shall be in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation (Federal, maritime, etc.)
 - B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** CONTRACTOR will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
 - E. **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.

3. ADDITIONAL OBLIGATIONS OF CONTRACTOR. Obligations of CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. CONTRACTOR will ensure that all of its employees, agents, sub-CONTRACTORS, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services to the CITY in accordance herewith.
- C. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

CONTRACTOR shall provide these services in a professional workmanship manner in accordance with industry standards.

4. STANDARD OF CARE. CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated CONTRACTOR possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated scope of service and industry standards.

5. PURCHASE ORDERS. CITY may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Scope of Services that is found to be needed during the work to be performed and above the anticipated

Agreement amount. CONTRACTOR must seek approval from the CITY before performing any additional work. CITY must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from CITY, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CITY consent will be evaluated and considered for payment based upon the work's merit. If CITY determines the incidental additional work was not included in the original Scope of Services and are required for the CONTRACTOR's uninterrupted performance in fulfillment of this Agreement, then CITY will approve the CONTRACTOR's request for payment for incidental additional work.

6. TERMINATION.

- a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
- d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.

g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.

h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

j. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including pandemic, fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.

7. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR, hereby releases and waives all claims against the CITY, its officers, employees, agents, independent CONTRACTORS for any injury or damage to the person, property, or business of CONTRACTOR, its agents, employees, sub-CONTRACTORS, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by the CITY or any other person. Nothing in the agreement shall be construed as a waiver of the CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by CONTRACTOR's negligent performance of the Agreement or any breach or default of CONTRACTOR.

8. **BREACH.** Failure of CONTRACTOR or the CITY to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CITY has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CITY, except the payments required under the Agreement, CONTRACTOR may terminate this Agreement immediately without notice. If the CITY fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from CONTRACTOR to cure said default, unless the CITY disputes satisfactory performance of services.
9. **NON-ASSIGNMENT.** CONTRACTOR shall not, without prior consent of the CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited unless CONTRACTOR obtains the CITY's prior written consent.
10. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
11. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce or interpret this Agreement.
12. **PUBLIC RECORDS.** CONTRACTOR acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

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

1. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR 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 CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
3. Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of this Agreement.
4. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a CITY's contract for services, the CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and this Agreement shall terminate upon notice by CITY.
6. A CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.10

13. E-Verify.

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

14. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy CITY may have, or future rights to enforce compliance.

15. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

Notice to CITY:

City of Kissimmee
Attention: Jeff Mattern
2213 Mabbette Street
Kissimmee, Florida 34741

Notice to CONTRACTOR:

Helena Agri Enterprise, LLC
P.O. Box 1758
Dade City, Florida 33526

16. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with the Master Agreement attached hereto as **Exhibit "A"**, shall

constitute the entire Agreement of the parties. The terms of this Agreement shall take priority over any conflict with terms in the Master Agreement, where this Agreement is silent the terms of the Master Agreement shall govern. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

17. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Agreement effective _____ day of _____, 2021.

Helena Agri Enterprise, LLC

By: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF CLARKE

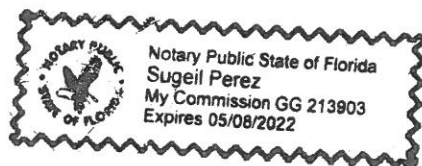
The foregoing instrument was acknowledged before me this 3 day of Nov, 2021,
by means of ☒ physical presence or ☐ online notarization, by James Baggs Jr., as
Branch Manager for Helena Agri Enterprise, LLC, a Florida corporation, who is
personally known to me OR has produced License as identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____



CITY OF KISSIMMEE

By: _____

Mayor - Commissioner

Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

City Attorney

ITEM 7.J

FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN LALA & LOLO, LLC AND THE CITY OF KISSIMMEE FOR CONCESSION SERVICES AT RUBY PLAZA CAFE

Request

Approval of the First Amendment to the Concession Agreement between Lala & Lolo, LLC and the City of Kissimmee for concession services at Ruby Plaza Cafe and the City of Kissimmee

Explanation

On October 5, 2021 the City entered into a contract with Eden Fast Frozen Dessert dba Limbhelados for the concession services at the Ruby Plaza Cafe. The licensee has since decided to operate the location at 201 Lakeview Drive, Kissimmee, FL under the newly created Limited Liability Corporation of Lala & Lolo, LLC. They also will use the fictitious name of Ruby Plaza Cafe. The licensee may use the fictitious name of Ruby Plaza Cafe during the term or any renewal terms of this agreement. However, at the conclusion or termination of this License, the City retains the right to continue to use the name Ruby Plaza Cafe and the Licensee must cease use. All other terms and conditions of the original license dated October 5, 2021 shall remain in full force and effect.

Recommendation

Staff recommends approval of the First Amendment to the Concession agreement between Lala & Lolo, LLC and the City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. First Amendment Ruby Plaza
2. COncession Contract Eden Fast Frozen Ruby Plaza

**FIRST AMENDMENT TO CONCESSION LICENSE
FOOD SERVICES AT RUBY PLAZA CAFÉ**

THIS FIRST AMENDMENT is made this _____ day of _____, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and Lala & Lolo, LLC, P.O. Box 450961, Kissimmee, Florida 34745 (hereinafter referred to as “Licensee”), together referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, on October 5, 2021, City and Eden Fast Frozen Dessert, LLC dba: Limbhelados entered into a concession license for food services at Ruby Plaza Café (hereinafter referred to as “Original License”); and

WHEREAS, afterwards Licensee was created and is under common control with Eden Fast Frozen Dessert. LLC dba: Limbhelados; and

WHEREAS, afterwards Licensee provided notice that Licensee intended to use the fictitious name of Ruby Plaza Café; and

WHEREAS, the First Amendment to the Original License (hereinafter referred to as “First Amendment”) seeks to further clarify that the Original License has been assigned to Licensee; and

WHEREAS, the First Amendment further addresses the use of the fictitious name of Ruby Plaza Café during the Term or renewal Terms of the Original License and thereafter.

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

1. The introductory phrase of the Original License is hereby amended to read as follows:

THIS LICENSE is made this 5th day of October, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and Lala & Lolo, LLC, P.O. Box 450961, Kissimmee, Florida 34745 (hereinafter referred to as “Licensee”), together referred to as the “Parties,” and each represents as follows:

2. The Original License is hereby amended to include the following clause:

43. Use of Fictitious Name. Licensee may use the fictitious name of Ruby Plaza Café during the Term or any renewal Term of this License. At the conclusion or termination of this License, City retains the right to continue to use the name Ruby Plaza Café and Licensee must cease use of the fictitious name of Ruby Plaza Café.

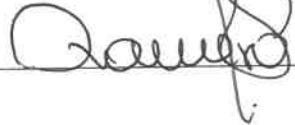
3. Except as herein modified, all terms and conditions of the Original License dated October 5, 2021 shall remain in full force and effect for the term of this Agreement, as originally set forth in said Original Agreement.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: 

WITNESS AS TO LICENSEE:

By: 


CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**CONCESSION LICENSE
FOOD SERVICES AT RUBY PLAZA CAFÉ**

THIS LICENSE is made and entered into this 5th day of October, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City"), as the "Licensor", and Eden Fast Frozen Dessert, LLC dba: Limbhelados, 107 Broadway, Kissimmee, FL 34741, a Florida corporation, (hereafter referred to as "Licensee"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, after soliciting proposals for operation of the provision of food services at the City-owned Ruby Plaza Café pursuant to City of Kissimmee Request for Proposal No. 2021-009, (hereinafter referred to as "RFP"), City has awarded this License to Licensee; and

WHEREAS, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit "A" attached hereto:
 - a. The concession space located in the Ruby Plaza Cafe, 201 Lakeview Drive, Kissimmee, Florida, consisting of 197 square foot of concession space and an additional 96 square foot of storage space as shown on Exhibit "A-2" attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the 6th day of October, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month \$1,300.00 for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.
4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit "B" attached hereto (hereinafter "Scope of Work"), on the Premises during the entire term of this License, unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing food services at Ruby Plaza Café pursuant to the requirements in the Hours of Operation section below.

5. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
6. **ALCOHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.
7. **HOURS OF OPERATION.** Licensee will provide food service at Ruby Plaza Café each day for a minimum of 6 hours between 7:00 A.M. and 10:00 P.M. except for City observed holidays, at the option of Licensee, or upon closure of Lakefront Park. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Ruby Plaza Café.
8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.
9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. City shall procure and pay for electricity, water, and sewer for Ruby Plaza Café. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.
10. **SANITATION.** Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation, food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.
11. **MAINTENANCE AND SERVICES.** City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

12. **EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter "inventory") within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
13. **POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City's point of sale equipment on the Premises. Licensee shall not interface or connect Licensee's information technology systems with the City's. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and internet connections provided and secured by Licensee.
14. **SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination. Licensee may, at its own expense and subject to the City's written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.

15. BACKGROUND CHECKS. Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.

16. MODIFICATIONS TO PREMISES. City grants Licensee the use of Premises “as is.” Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City’s interest in underlying real estate and shall hold the City harmless against any such claims.

17. TERMINATION FOR CONVENIENCE. This License may be terminated either party, with or without cause, for any reason whatsoever, upon ninety (90) calendar days’ written notice.

18. TERMINATION FOR CAUSE. If either party wishes to terminate this License for cause (hereinafter “terminating party”) due to a breach of this License by the other party (hereinafter “breaching party”), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee’s bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by

providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. INSURANCE. Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

- a. **Workers Compensation:** Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability (CGLI):** CGLI coverage with limits not less than \$2,000,000.00 each occurrence or CGLI with limits not less than \$1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than \$1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than \$2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. WAIVER OF SUBROGATION. Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

21. PERSONAL PROPERTY LIABILITY. All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.

22. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.

23. INDEMNIFICATION. To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity

pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.

- 24. CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.
- 25. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written noticed delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.
- 26. BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.
- 27. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Steve L. Lackey Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Licensee Eden Fast Frozen Dessert, LLC Bda: Limbhelados Attn: Jannette Alvarez 107 Broadway Kissimmee, FL 34741
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Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

- 28. WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
- 29. HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 30. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 31. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 32. ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.
- 33. NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.
- 34. RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.
- 35. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 36. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

38. HAZARDOUS SUBSTANCES. Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, “hazardous substances” are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, “environmental law” means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

39. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

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

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

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

- a. If the City's Custodian of Records requests records from the Licensee, the Licensee shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - b. The Licensee 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 License term and following completion of the License if the Licensee does not transfer the records to the City.
 - c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.
 - d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.
 - f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10
- 42. ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 5th day of October, 2021.

Licensee:

By: 

WITNESS AS TO LICENSEE:

By: 
EVA JACQUELYN ESPINOSA

JORGE E. ESPINOSA

CITY OF KISSIMMEE

By: 
Mayor - Commissioner

ATTEST:


Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

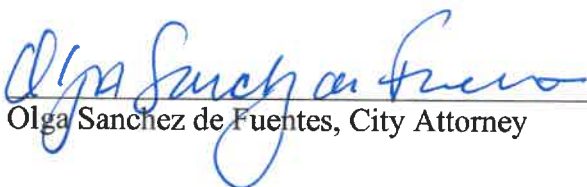
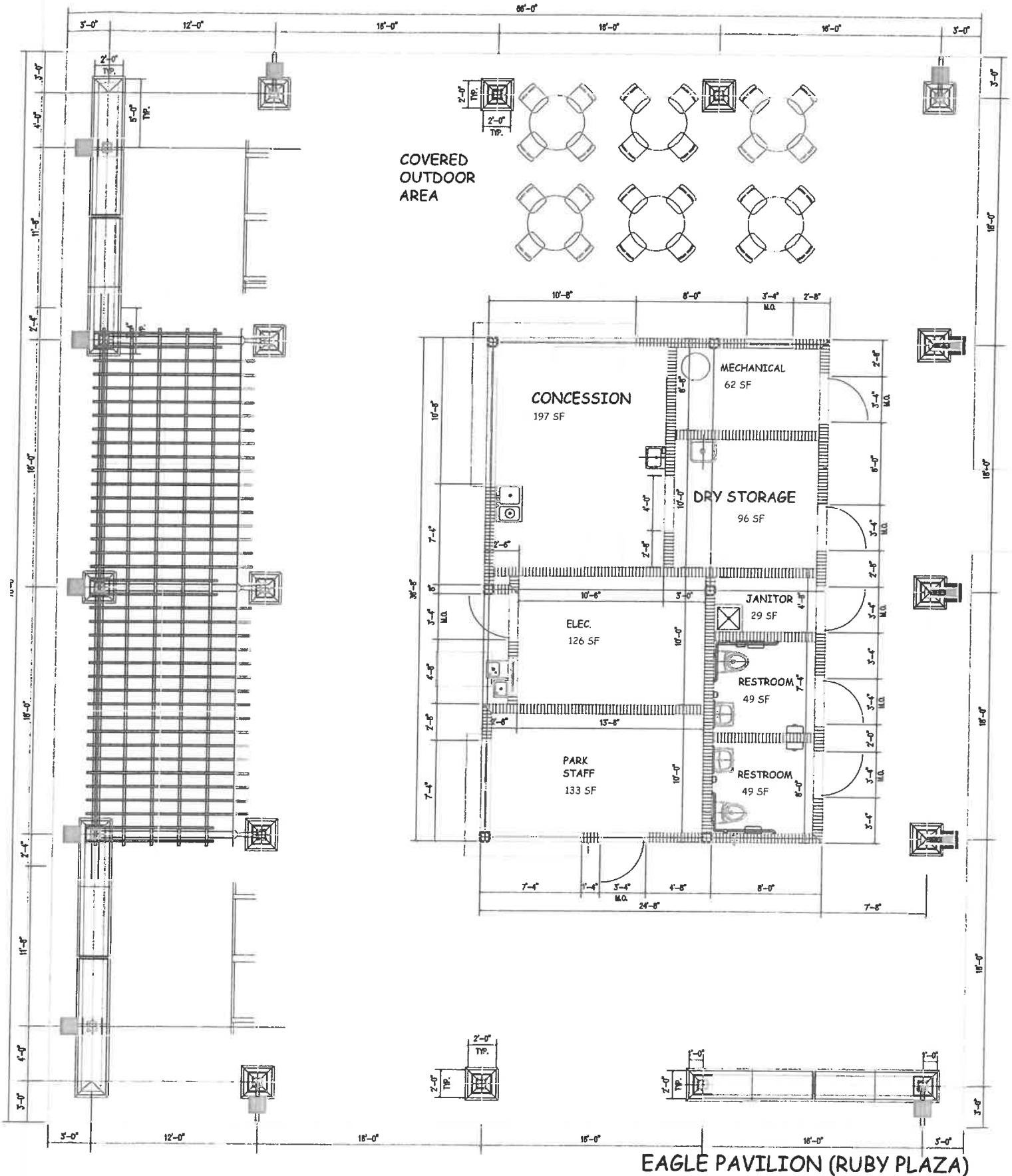

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A



Ruby Plaza Cafe' 201 Lakeside Drive, Kissimmee, FL 34741

Big Toho Marina 69 Lakeview Drive, Kissimmee, FL 34741



201 LAKE VIEW DRIVE,
KISSIMMEE, FL 34741

EXHIBIT B

3.0 SCOPE SERVICES

I. OBJECTIVE:

The City of Kissimmee is seeking to enter into a Concession License Agreement with a firm to maintain the food service operation at the following locations in order to provide an amenity to citizens and visitors of the Kissimmee Lakefront Park.

- Ruby Plaza Café, 201 Lakeview Drive, Kissimmee, FL 34741

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment A contains a map & floor plan of the locations.

Ruby Plaza Café

Location:	•201 Lakeview Drive, Kissimmee, FL 34741
Square Footage:	•Approximately 325 square feet
On-site Amenities:	•Serving Area/ Concession
	•Dry Storage
•Grease Trap	
	• Janitor closet
	• Covered porch w/seating
	• No appliances included
Additional Details:	•Opened January 2013
	•Premises vacant October 1, 2021
	•Previous Concessionaire has used appliances and equipment for sale

III. REQUIREMENTS:

1. Background Checks:
 - a. Facilities shall require all employees to have a Level 2 background check.
 - b. Background checks are mandatory and shall be at the vendors sole cost and expense; no exceptions.

2. Minimum Operating Hours:

1) Ruby Plaza Café

Sun. – Sat. 7:00 a.m. – 10:00 p.m.*

*must be open year-round a minimum of 6 hours daily.
(except for City observed holidays (optional) and other
such closure of Lakefront Park)

2) The minimum required hours are non-negotiable.

3) Proposals may include extended hours of operation, which
will be set as mutually agreed upon by both parties.

3. Utilities:

a. City shall pay for electric, water, sewer at Ruby Plaza Café

b. City does not guarantee the uninterrupted service of the
utilities provided.

c. City provides garbage disposal services

d. Licensee shall pay for all other expenses, such as but not
limited to long distance telephone charges,
telecommunication charges, or cable television.

e. City shall not be liable in any manner for damages to
Licensee's business and/or inventory, or for any other claim
by Licensee, resulting from any interruption in utility service,
unless such interruption was caused by the sole negligence
of the City.

4. Permits, Licenses, and Facility Maintenance:

The Licensee shall be responsible for:

a. All licenses and permits for operation, including licenses and
permits for the sale of alcoholic beverages, which is permitted
if in accordance with local and state law.

b. Maintaining the premises in a clean, orderly and sanitary
condition as required by the hygiene codes and standards of
the Florida Department of Business and Professional
Regulations (DBPR), the Department of Agriculture and
Consumer Services (DACS), and the Department of Health
(DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html>.

c. The daily housekeeping and sanitation services in the food
preparation, storage, dining, and serving areas of the
Premises, which includes dining furniture, floors, walls up to

six (6) feet above floor level, and exterior of hoods, ducts, vents and other equipment and fixtures used by Licensee in food storage and preparation areas.

- d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City.
- e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
- f. Complying with all City policies and standards regarding facility infrastructure.
- g. City will maintain, clean and stock public restroom attached to the premises.

5. Inspections

- a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies.
- b. The Licensee shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
- c. The Licensee is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
- d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
- e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those items which are considered part of the building or City-owned food service equipment.

6. Equipment:

- a. Equipment located on premises owned by City and used by the Licensee shall be listed on a basic inventory approved jointly by the City and the Licensee at the start of the contract.

Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties.

- b. On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
- c. Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Licensee shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence.
- d. Point of Sale Equipment:
 - 1) There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
 - 2) Any credit or debit card transactions for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by Licensee.

7. Signs

- a. Any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.
- b. Licensee may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

8. Modification to the premises:

- a. The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions, improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

- b. The Licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.
- c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City.
- d. Any such approved additions shall be at the Licensee's expense.
- e. License shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

ITEM 7.K**CONTRACT RENEWAL FOR INTERNET SERVICE PROVIDER - SUMMIT BROADBAND****Request**

Approval to renew a three-year contract with Summit Broadband to provide dedicated Internet Access in an amount not to exceed \$59,400. This item is budgeted and will be funded in the Central Services Fund.

Explanation

The City currently uses Summit Broadband as its Internet Service Provider and pays \$1,850 per month for 1 GB of dedicated Internet Access. The City relies heavily on high speed, reliable access to the Internet to support many cloud-based software applications and to meet other general business needs including data transmitted from over 200 mobile computers utilized by Public Safety and other City departments.

The City's current contract is due for renewal in January 2022. Summit Broadband is offering a reduction to our current pricing by \$2,400 annually. This will result in a savings of \$7,200 over the 3-year period. This pricing is extremely competitive and will allow the City to continue to realize the capital investment made three years ago to install a fiber connection into City Hall. Renewing the contract will also result in a savings of staff time which would be required if we were to switch to another provider.

The City has received favorable service and support from Summit Broadband and is recommending the City proceed with a three-year renewal of the contract for a total of \$59,400.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504141			\$22,200	\$19,800

Financial Summary:

The contract will be paid monthly in the amount of \$1,650. The first year contract amount is budgeted in the FY 2022 approved IT operating budget and the two remaining years will be included in future budget requests.

Recommendation

Approve the renewal of a three-year contract with Summit Broadband to provide dedicated Internet Access in the amount of \$59,400.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

1. SummitBroadband Renewal
2. SummitBroadband Contract (Revised)

Customer Account Name City of Kissimmee			Customer Agent			Summit Broadband Sales Representative Eddie Rocha/Kim Bowersox							
Customer Telephone			Summit Broadband Account Number BUS210213			Renewal ☒		Change ☐	Move ☐				
I. Customer Information													
Customer Contact Peggy Sousa /Jim West					Address 101 Church St								
Telephone 407-518-2196		Email jwest@kissimmee.org			City Kissimmee		State FL	Zip 34741					
II. Billing Information													
Legal Name City of Kissimmee					Billing Address 101 Church St 4th Floor IT								
Billing Contact Bill					City, State, Zip Code, Country Kissimmee, FL 34741								
Telephone Number					E-mail bspinola@kissimmee.org								
III. General Order Information													
Customer Requested Due Date		Service Type ☐ Phone ☒ Internet ☐ Transport		Port Type/ Speed 1 GIG		Quantity 1		Term (months) 36	Expedite (Y/N) No				
IV. Pricing Information													
M R C		Quantity	MRC	Total MRC	N R C		Quantity	NRC	Total NRC				
	1 Gig/1Gig	1	\$1500	\$1500									
	IP /27	1	\$150	\$150									
Total MRC				\$1650.00	Total NRC				\$0.00				
V. Circuit Information													
L O C A T I O N A	Site (Company) Name City of Kissimmee				L O C A T I O N Z	Site (Company) Name (Transport only)							
	Address 101 Church St.					Address							
	City, State, Zip Code, Country Kissimmee, FL 34741					City, State, Zip Code, Country							
	Floor	Suite	NPA	NXX		CFA (provided by) SBB		Floor	Suite	NPA	NXX	CFA (provided by) SBB	
	Cage	Equipment Demarc		Other		Cage	Equipment Demarc		Other				
	Cust. Site Contact Name		Cust. Site Contact Phone			Cust. Site Contact Cell		Cust. Site Contact Name		Cust. Site Contact Phone		Cust. Site Contact Cell	

- Notes:
- | |
|--|
| A. On the annual anniversaries of the Effective Date Summit shall have the right to increase the MRC by the amount of any increases in carriage costs incurred by Summit in delivering the Services. |
| B. Customer is responsible for providing duct space from property boundary to telecommunications equipment room; |
| C. Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental/ Expedite/ Other Charges.. <i>Attach in Schedule if Applicable.</i> Is Schedule Attached? ☐ Yes ☐ No |
| D. Customer to supply 120 V AC UPS backed dedicated power at all equipment room locations; and |
| E. Customer to supply, at a minimum, 2' X 4' wall space , or rack space in each equipment room to accommodate Summit Broadband's equipment. |

VI. Terms and Conditions

- Pricing is valid for 14 days from issue date; and is subject to credit approval; and is contingent on available capacity.
- Customer acknowledges and agrees that occasionally quotes for off-net circuits and cross connects are subject to change or adjustment following receipt by Summit® of the off-net provider's invoice, and Customer agrees to accept any such charge or adjustment in charges solely on a pass through basis.
- Any third party provider terms and conditions involved with this Service Order are that of the third party provider. Any information desired by Customer must be requested in writing.
- This Service Order is subject to the terms and conditions of the Services Agreement or other master services agreement (as applicable, the "MSA") between Customer and Summit Broadband Inc. ("Summit"). In the event that Customer and Summit are not bound by an MSA with terms and conditions for the Services ordered herein, Summit's current standard services agreement terms and conditions apply.
- Upon expiration of the Term, this Service Order shall automatically renew on a year-to-year basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days' prior to the end of the then current term.

Customer Name (Print)	Title	Date
Authorized Signature		
Summit Broadband Representative (Print)	Title	Date

SECTION IV. Pricing Information (cont.)

[illegible]



Summit Broadband - Service Order

Customer Account Name City of Kissimmee		Customer PO		Summit Broadband Sales Representative Mael Manrique							
Customer Telephone		Summit Broadband Account Number		New ☒	Change ☐						
Move ☐											
I. Customer Information											
Customer Contact Peggy Sousa / Jim West			Address 101 Church St.								
Telephone 407-518-2196	Email jwest@kissimmee.org	City Kissimmee	State FL	Zip 34741							
II. Billing Information											
Legal Name City of Kissimmee FE/EIN # 85-801262161000-8			Billing Address 101 Church St 4th floor I T								
Billing Contact Bill Spinola			City State, Zip Code, Country Kissimmee, FL 34741								
Telephone Number 407.518.2159 / 407-518-2190			E-mail bspinola@kissimmee.org								
III. General Order Information											
Customer Requested Due Date		Service Type ☐ Phone ☒ Internet ☐ Transport	Port Type/ Speed 1000 MBPS	Quantity 1	Term (months) 36						
					Expedite (Y/N) No						
IV. Pricing Information											
	Quantity	MRC	Total MRC		Quantity	NRC	Total NRC				
MRC	1000 MBPS / 1 GBPS	1	\$1,700 00	NRC	Installation Fees	1	WAIVED				
	/27- Block of 30 useable	1	\$150 00								
	1 IPv6	1	Included								
Total MRC			\$1,850 00	Total NRC			\$0 00				
V. Circuit Information											
LOCATION A	Site (Company) Name City of Kissimmee					LOCATION Z	Site (Company) Name (Transport only)				
	Address 101 Church St.						Address				
	City State, Zip Code, Country Kissimmee FL 34741						City State, Zip Code, Country				
	Floor	Suite	NPA	NXX	CFA (provided by) SBB		Floor	Suite	NPA	NXX	CFA (provided by) SBB
	Cage	Equipment Demarc		Other			Cage	Equipment Demarc		Other	
Cust. Site Contact Name Jim West		Cust. Site Contact Phone 407 518.2196		Cust. Site Contact Cell 407 908 8221	Cust. Site Contact Name		Cust. Site Contact Phone		Cust. Site Contact Cell		

Notes:

- A. On the annual anniversaries of the Effective Date Summit shall have the right to increase the MRC by the amount of any increases in carriage costs incurred by Summit in delivering the Services.
- B. Customer is responsible for providing duct space from property boundary to telecommunications equipment room;
- C. Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental/ Expedite/ Other Charges Attach in Schedule if Applicable Is Schedule Attached? ☐ Yes ☐ No
- D. Customer to supply 120 V AC UPS backed dedicated power at all equipment room locations; and
- E. Customer to supply at a minimum, 2' X 4' wall space or rack space in each equipment room to accommodate Summit Broadband's equipment

VI. Terms and Conditions

- Pricing is valid for 14 days from issue date; and is subject to credit approval; and is contingent on available capacity
- Customer acknowledges and agrees that occasionally quotes for off-net circuits and cross connects are subject to change or adjustment following receipt by Summit of the off-net provider's invoice, and Customer agrees to accept any such charge or adjustment in charges solely on a pass through basis
- Any third party provider terms and conditions involved with this Service Order are that of the third party provider. Any information desired by Customer must be requested in writing.
- This Service Order is subject to the terms and conditions of the Services Agreement or other master services agreement (as applicable, the "MSA") between Customer and Summit Broadband Inc ("Summit"). In the event that Customer and Summit are not bound by an MSA with terms and conditions for the Services ordered herein, Summit's current standard services agreement terms and conditions apply
- Upon expiration of the Term, this Service Order shall automatically renew on a year-to-year basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days prior to the end of the then current term

Jose Alvarez
Customer Name (Print)

Mayor-Commissioner
Title

8/07/2018
Date

Authorized Signature
Mark Lipford
Summit Broadband Representative (Print)

DocuSigned by:

Mark Lipford

CFED09D2085A47C...

COO
Title

8/9/2018 3:11:32
Date



Summit Broadband - Service Order

Schedule A

SECTION IV. Pricing Information (cont.)

C Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental/ Expedite/ Other Charges

[illegible]

Approved
Andrew Kissenberth

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the **Agreement**) is made 08/07/2018 (the **Effective Date**) by and between **SUMMIT BROADBAND INC** a Florida corporation (the **"Summit Broadband"**) with offices at 4558 35th Street, Orlando, Florida, 32811 and

a City of Kissimmee with offices at 101 Church St., Kissimmee, FL 34741 on behalf of itself and certain of its Affiliates (the **"Customer"**). Summit Broadband and Customer are referred to collectively herein as the **"Parties"**, or singularly as a **"Party"**

RECITALS

WHEREAS, Summit Broadband owns, maintains, and operates communications infrastructure, television programming delivery systems and related facilities for the distribution of cable television, Internet access, telephone, and other communications and data transmission services; and

WHEREAS, Summit Broadband and/or its affiliates are: (1) authorized by the Florida Public Service Commission (**FPSC**) as a telecommunications provider and (2) authorized by the U.S. Federal Communications Commission (**FCC**) as a domestic and international Section 214 carrier and

WHEREAS, the Parties desire to enter into, and be bound by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following covenants, terms, and conditions:

ARTICLE 1 Services. Customer shall have the right to purchase any telecommunications services and cable television services that Summit Broadband is licensed and permitted to provide in Florida and between Florida and international locations, or any other services as may be detailed in an individual **Service Order Form** (the **"Services"**) pursuant to this Agreement.

ARTICLE 2. Rates. The rates for each Service provided pursuant to this Agreement shall be specifically detailed in any attached **Service Order Forms** between the Parties (a sample of which is attached hereto as **Exhibit A**).

ARTICLE 3. Entire Agreement. This Agreement is subject to the attached **Master Terms and Conditions** and each **Service Order Form** which are incorporated by reference into this Agreement. This Agreement is the entire agreement between the Parties regarding each Service provided to Customer by Summit Broadband and supersedes all other agreements or understandings expressed or implied between the Parties related to each Service. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following order: (i) this Agreement; (ii) the applicable Service Order Form(s).

WHEREBY, the Parties have executed this Agreement as of the Effective Date and as though the following signatures were placed at the end of the attached **Master Terms and Conditions**.

SUMMIT:
SUMMIT BROADBAND INC.

DocuSigned by:
Mark Lipford
By: Mark Lipford
Print Name: Mark Lipford
Title: COO
Date: 8/9/2018 3:11:32 PM PDT

Notice Address.
Summit Broadband Inc
4558 35th Street
Orlando, Florida 3281
Attention: Contract Administration
Email: contracts@summit-broadband.com

CUSTOMER:
City of Kissimmee

By: *Jose Alvarez*
Print Name: Jose Alvarez
Title: Mayor-Commissioner
Date: 08/07/2018

Notice Address

Attention.
Email

MASTER TERMS AND CONDITIONS

- 1 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by first class mail (or its equivalent), postage prepaid, registered or certified, return receipt requested, transmitted by facsimile (with the original to immediately follow), or by hand delivery (including by means of a professional messenger service or overnight mail) to each Party at its Notice Address. Any such notice or other communication shall be deemed effective when actually received or refused. Either Party may, by similar notice given, change the Notice Address to which future notices or other communications shall be sent.
- 2 **Definitions.** As used in this Agreement, the capitalized terms listed in this Section 2 and derivatives thereof shall have the meanings respectively ascribed to them in this Section 2. Certain other capitalized terms shall have the meanings ascribed to them elsewhere in this Agreement or in any applicable **Service Order Form**.
 - a. **"Affiliate"** means, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities (on a fully diluted basis) having ordinary power for the election of directors, managing general partners, or managing members.
 - b. **"Dollars"** or **"\$"** means U S Dollars as detailed on the attached **Service Order Forms**.
 - c. **"Indirect Taxes"** means any property tax, sales tax, telecommunications tax, use or excise tax, general consumption tax, value added tax, goods and services tax, gross receipts tax or similar tax imposed by any governmental or quasi-governmental authority, including charges required or permitted by governmental or quasi-governmental authorities or applicable law in support of any statutory or regulatory programs, including without limitation the Universal Service Fund charge, under the Florida Telecommunications Act or similar legislations under the laws of any national, supranational, state, provincial, or other political subdivisions or quasi-governmental authority, but shall not include any taxes by reference to net income.
 - d. **"Interest Rate"** means the lower of: (i) the highest rate permitted by law; or (ii) one and one-half percent (1.5%) per month.
 - e. **"Maintenance Window"** means 11:00 p.m. to 7:00 a.m. (Eastern Standard Time) and certain scheduled weekends, as required.
 - f. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity.
- 3 **Payment; Indirect Taxes.**
 - a. In consideration of the provision of each Service hereunder by Summit Broadband to Customer, Customer agrees to pay Summit Broadband the monthly fees and non-recurring fees consistent with Summit Broadband's published rates, and specifically detailed on any individual **Service Order Forms** between the Parties pursuant to this Agreement, with respect to each Service (the **"Fees"**). The first invoice with respect to each Service will contain the Fees for the first partial calendar month of Service (or portion thereof) and the next full month of Service and any applicable non-recurring charges. Thereafter, the Fees will be invoiced monthly in advance. The Fees with respect to each Service shall be due and payable on the first business day of each month. Summit Broadband may, in its sole discretion, issue separate invoices for Fees and other charges relating to the various segments of the Service.
 - b. Until Summit Broadband requires otherwise, all payments made by Customer hereunder shall be made by company check payable to Summit Broadband or by wire transfer of immediately available funds pursuant to wire instructions provided by Summit Broadband and shall be considered paid when received by Summit Broadband. At Summit Broadband's request, Customer shall make separate payment, as specified by Summit Broadband, for all Fees and other charges relating to particular segments of the Service provided that the total charges for all such segments do not exceed that previously agreed to end-to-end all-inclusive price.
 - c. If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and without

prejudice to any other rights and remedies that Summit Broadband may have, Customer shall pay interest on such unpaid amount at the Interest Rate until such sum is paid in full and interest shall accrue both before and after judgment. Customer must bring any payment dispute to Summit Broadband's attention within thirty (30) days of invoice, providing sufficient detail and documentation to support the dispute. No interest shall accrue on any payment that is disputed in good faith by Customer while such dispute is pending. Notwithstanding the foregoing, if such dispute is later resolved in favor of Summit Broadband, such amount shall bear interest from the date when due until paid at the Interest Rate. If such dispute is resolved in favor of Customer, any and all disputed amounts paid by Customer shall be credited to Customer's account.

- d. At the execution of a **Service Order Form**, Customer shall pay to Summit Broadband the specified non-recurring installation and provisioning charges, and a security deposit, if required, which will be detailed in any individual **Service Order Form** between the Parties pursuant to this Agreement ("**Security Deposit**"). The Security Deposit will be returned at the end of the Service Term (as defined in Section 5 b of this Agreement), provided, however, that in the event of any outstanding balances as of the cancellation date, termination date, or end of Service Term, the Security Deposit will be returned net of any outstanding balances owing.
- e. All payments made by Customer under this Agreement shall be made without any deduction or withholding for or on account of any Indirect Tax, with Customer being solely responsible to pay all such Indirect Taxes. Summit Broadband shall be entitled to include on any invoice, and Customer shall pay, any lawfully imposed Indirect Tax. Customer shall hold Summit Broadband and its Affiliates harmless for the payment of such Indirect Taxes. If Customer makes any deduction or withholding for any Indirect Tax from any payment due Summit Broadband or if Summit Broadband is required to pay an Indirect Tax, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to Summit Broadband shall be increased so that after any such deduction or withholding for such Indirect Taxes or any additional deduction or withholding on account of any Indirect Tax caused by such additional gross amount payable or any payments of an Indirect Tax by Summit Broadband, the net amount received by Summit Broadband will not be less than what Summit Broadband would have received had no deduction or withholding been required.
- f. Customer's obligation to pay any fees or amounts due under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right which Customer may have against Summit Broadband or any other party.
- g. In the event Summit Broadband is charged any pass-through costs from third parties in the provision of the Services provided hereunder, such costs will be charged to Customer in addition to taxes and fees.

4 **Delivery and Acceptance.**

- a. When Summit Broadband has determined that a Service is operating substantially in conformity with the service level contained in the applicable service level agreement (the "**Service Level Agreement**"), a copy of which is available to Customer upon request, Summit Broadband shall promptly provide Customer written notice of the same (a "**Completion Notice**"). Each Completion Notice shall set forth the date upon which Summit Broadband will commence delivery of the Service to Customer (the "**Delivery Date**"). The Delivery Date shall be scheduled at a time mutually convenient to the Parties and in any event no later than seven (7) business days after receipt of the Completion Notice.
- b. Customer shall have three (3) business days from the Delivery Date (or any other time period as the Parties may mutually agree to in writing) to test the Service and provide Summit Broadband a written notice accepting or rejecting the Service (the "**Acceptance Period**"). If Customer determines during the Acceptance Period that the Service is not operating in conformity with the applicable specifications, Customer shall immediately notify Summit Broadband (specifying in reasonable detail the defect or failure in the Service). Any use of the Service for purposes other than testing shall constitute acceptance of the Service. If Customer fails to notify Summit Broadband of its acceptance or rejection of the Completion Notice within the Acceptance Period, Customer shall be deemed to have accepted such Service. The date of such notice of acceptance or deemed acceptance of the Service with respect to each Service shall be the "**Acceptance Date**". In the event of any good faith rejection by Customer, Summit Broadband shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or

cure such defect or failure in accordance with the applicable specifications.

- c. Notwithstanding anything to the contrary contained in this Agreement, Summit Broadband may procure any portion of a Service or infrastructure necessary to provide a Service from third parties (whether under a lease, sublease, or otherwise) and deliver the same or a portion thereof to Customer, provided however, such procurement shall not result in any additional charges to the Fees and shall not result in any material adverse impact on Customer's operation or use of the Service that would not have resulted but for Summit Broadband's use of such third parties. Summit Broadband may also substitute, change, convert, or reconfigure the communications equipment and facilities used in providing a Service as long as the quality of such Service is not impaired or diminished, provided however, such substitution, change conversion, or reconfiguration shall not result in any increase in the Fees and shall not cause Customer to incur costs to operate or the Services that it would not have incurred but for the substitution, change or reconfiguration.

5 **Term and Termination.**

- a. This Agreement shall be continuous and co-terminus with any Service Term provided in any outstanding and active **Service Order Forms** between the Parties pursuant to this Agreement (the "**Term**"). Without limiting the foregoing, if after a period of sixty (60) months from the later of: (i) the Effective Date, or (ii) the commencement of any Service Term, the Customer does not have any active Services being provided by Summit Broadband, then Summit Broadband shall have the right to terminate this Agreement upon thirty (30) days' formal written notice to Customer. Notwithstanding anything to the contrary provided in this Agreement, Customer shall have the continuing right to order any additional Services via execution of a **Service Order Form** for so as long as Customer has any active Services being provided by Summit Broadband.
- b. The Term, with respect to each Service, shall begin on the Acceptance Date and shall extend for a period of months thereafter as set forth in the applicable **Service Order Form** (the "**Service Term**"). At the expiration of each Service Term, this Agreement will automatically renew for additional one (1) year periods unless either Party has provided the other ninety (90) days' formal written notice of its desire to not allow this Agreement to automatically renew. Each such automatic renewal period shall be subject to the terms and conditions herein, with the Fees increased by ten percent (10%) for each automatic renewal period. Upon final written notice of termination of Service, Customer's right to use such Service shall immediately cease.
- c. Subject to the following, Customer may terminate a Service prior to the end of the applicable Service Term. In the event Customer terminates a Service prior to the end of its Service Term, Customer shall pay all outstanding balances plus a "**Termination Fee**" equal to one-hundred percent (100%) of the total of the remaining Fees through the end of the Service Term (a lump sum amount). In the event Customer terminates a Service prior to the end of the applicable Service Term due to a material breach of this Agreement by Summit Broadband, the Termination Fee shall not apply. Notwithstanding the foregoing, no Termination Fee shall apply in the event Customer and Summit Broadband mutually agree to replace or migrate from one Service to another.
- d. Upon the expiration of this Agreement, Summit Broadband shall owe Customer no further duties, obligations, or consideration. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

6 **Access Interconnection.**

- a. Customer shall grant Summit Broadband access, twenty-four (24) hours per day, seven (7) days per week, to and use of Customer's facilities to the extent reasonably necessary for the installation, connection, removal, and maintenance of equipment, facilities, and systems relating to a Service. Customer represents that it has obtained, or will obtain on a timely basis, all permissions and consents from third parties necessary to allow Summit Broadband such access, including permission to cross real property to access Customer's facilities. In the event that Customer fails to meet its obligations regarding access to, and use of Customer's facilities hereunder and, as a result, Summit Broadband is unable to install or continue the delivery of a Service, and such failure is not cured within ten (10) business days after notice of such failure, then such event shall be treated as a termination of the applicable Service by Customer pursuant to Section 5 c. of this Agreement, as applicable. Summit Broadband shall be responsible for any and all damages caused by it or its agents in connection with its installation, maintenance, and repair of facilities and/or Services under this Agreement.

- b Summit Broadband, or its designated third-party suppliers and agents, shall, at Customer's request, interconnect Customer's communications system with the Service at all required terminating locations, whether in the Florida or U.S., within Summit Broadband's facilities or structures along the applicable route as designated in the applicable **Service Order Form**, provided that the Parties first agree on interconnection procedures. Summit Broadband shall perform all such work and Customer shall pay Summit Broadband the fees for such work as set forth in Summit Broadband's published rates, and more specifically described in the applicable individual **Service Order Form**, on the first business day of each month. If Customer requests Summit Broadband to perform services not contemplated in the applicable **Service Order Form**, and Summit Broadband agrees to perform such work, Customer shall pay Summit Broadband in full the fees for such work.

7 Maintenance and Repair.

- a. In the event Summit Broadband determines it necessary to interrupt a Service to perform scheduled maintenance, Summit Broadband shall (i) use commercially reasonable efforts to notify Customer at least forty-eight (48) hours prior to the interruption and (ii) upon Customer's request, provide the relevant information on its method of procedure, including when the interruption will occur, the anticipated length of the interruption, and a general description of the work to be performed.
- b. In the event Summit Broadband must perform scheduled maintenance during a Maintenance Window on a protected Service and Summit Broadband determines that it is not necessary to interrupt such Service (as described in Section 7.a. above) to perform such scheduled maintenance during a Maintenance Window, then prior to commencing any scheduled maintenance that in Summit Broadband's reasonable judgment will cause a break in transmission on any segment of the protected circuit, Summit Broadband will cause Customer's telecommunications traffic to be switched to other segments of the circuit. In the event any segment of the protected circuit is cut or damaged with the result that there is a break in transmission of Customer's telecommunications traffic on that segment, then Summit Broadband agrees that it will not commence any scheduled maintenance on the other segments comprising such circuit which would result in a break in transmission on the circuit unless Summit Broadband determines that continued performance of such scheduled maintenance is required to maintain the integrity of its system. Subject to availability and subject to amendment of this Agreement, Summit Broadband may provide an additional Service requested by Customer to provide redundancy, subject to the Fees, terms and conditions, and provisioning lead-time applicable to such additional Service. Summit Broadband shall not be obligated to provide such additional Service or to pay any portion of the Fees for such additional Service as a condition precedent to performing maintenance with respect to any other Service which Customer has purchased under this Agreement. In no event, shall interruption for maintenance constitute a failure of performance by Summit Broadband of a Service in any manner.
- 8 Use of a Service.** Customer represents, warrants, and covenants that during the Term and/or each Service Term (a) it shall use each Service in compliance with and subject to all applicable government codes, ordinances, laws, rules, and regulations and will require its customers to do the same, (b) it shall secure, prior to the Acceptance Date with respect to each Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, rights-of-way, permits, franchises, licenses, or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the use and operation of each Service by Customer, and (c) it shall not use its systems or any Service in a way that interferes in any way with or adversely affects the use of the fiber system or any communications and/or data services thereon.

Summit Broadband has in place a policy regarding Toll Fraud. In addition to the terms and conditions herein, the Customer's use of the Service(s) shall be subject to such Toll Fraud policy, which can be found at www.summit-broadband.com.

9 Indemnification.

- a. Each Party hereby agrees to indemnify, defend, protect and hold harmless the other Party, its employees, agents, officers, and directors (the "**Indemnified Persons**"), from and against, and assumes liability for all suits, actions, damages, or claims of any character brought against the Indemnified Persons because of any personal injuries or property damage received or sustained by any persons or property which in whole or in part arise on account of the

negligent acts or omissions or willful misconduct of the indemnifying Party in the performance of or related to the Indemnifying Party's duties or obligations under this Agreement.

- b Notwithstanding the termination of this Agreement for any reason, the provisions in this Section 9 shall survive such termination or expiration
- c Nothing herein is intended to serve as a waiver of sovereign immunity by the customer to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by an applicable statute of limitations

10 Limitation of Liability; Disclaimer of Warranties.

- a. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES, OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT, EACH SERVICE ORDER FORM, OR OTHERWISE RELATED TO THIS AGREEMENT
- b SUMMIT BROADBAND MAKES NO WARRANTY, REPRESENTATION, OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF ANY SERVICE, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED
- c The Parties expressly agree that no claim for losses or damages whatsoever in connection with this Agreement, including indemnification under the provisions of Section 9, shall be made more than two (2) years after the date that the event giving rise to such claim is known or reasonably should have been known to the Party making such claim.
- d Notwithstanding the foregoing provisions of this Section 10, to the extent Summit Broadband is required under the terms and provisions of any easement, right-of-way, lease, indefeasible right of use agreement or other agreement relating to the provisioning of any Service hereunder ("Use Agreement"), to indemnify the grantor or provider thereof from and against any and all claims, demands, suits, judgments, liabilities, losses, or expenses arising out of or related to such Use Agreements, regardless of the cause, Customer hereby releases, and waives any claims against such grantor or provider from the same

- 11 Insurance.** Upon the arrival of Customer equipment at Summit Broadband's offices (if applicable) which Customer equipment is designated to be placed in a Summit Broadband rack and continuing throughout the Term, each Party shall, unless mutually agreed to the contrary in an amendment to this Agreement, procure and maintain in force the following types and limits of insurance coverage (a) workers' compensation as required by applicable law; which includes employer's liability with minimum limits of One Million Dollars (\$1,000,000 00); (b) general liability with minimum limits of One Million Dollars (\$1,000,000 00) per occurrence and Two Million Dollars (\$2,000,000 00) aggregate, and (c) automobile liability with minimum limits of One Million Dollars (\$1,000,000 00) Such required insurance shall be obtained through insurers reasonably acceptable to the other Party and licensed to conduct business in the jurisdiction. Each Party shall obtain from the insurance companies providing the coverage required by this Agreement, the permission of such insurers to allow such Party to waive all rights of subrogation and each Party does hereby waive all such subrogation rights.

12 Confidentiality.

- a. This Agreement, any data transmitted by Customer using the Services and all documents, data, information, maps and other materials, which are disclosed by one Party to the other Party in fulfilling the provisions and intent of this Agreement, are and shall be confidential (the "**Confidential Information**") Neither Party shall divulge or otherwise

disclose the Confidential Information to any third party without the prior written consent of the other Party, except that either Party may make disclosure on a need-to-know basis to (i) those employees required for the implementation or performance of this Agreement, (ii) its contractors on a need-to-know basis as required for the implementation or performance of this Agreement, provided that such contractors have signed a confidentiality agreement similar to this Section 12, and (iii) to its Affiliates, lenders and representatives who have been advised of the provisions of this Section 12 and who have signed a confidentiality agreement similar to this Section 12. In addition, either Party makes disclosure as required by law or in the performance of a Party's obligations (or those of its Affiliates) as a public company. If either Party is required by law or similar process to disclose any Confidential Information, it will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this Section 12. The Party whose consent to disclose information is requested shall respond to such request, in writing, within five (5) working days of the request by either authorizing the disclosure or advising of its election to seek a protective order, or if such Party fails to respond within the prescribed period the disclosure shall be deemed approved.

- b. Upon termination of this Agreement for any reason or upon request of a Party, each Party shall return all Confidential Information, together with any copies of the same, to the other Party within thirty (30) days.
- c. Nothing herein shall be construed as granting any right or license under any copyrights, trademarks, service marks, trade names, inventions, or patents now or hereafter owned or controlled by either Party.
- d. Customer shall not, without first obtaining Summit Broadband's written consent, use any trademark, service mark, or trade name of Company or refer to the subject matter of this Agreement or Summit Broadband in any promotional activity or otherwise, nor disclose to others any specific information about the subject matter of this Agreement. Customer shall not issue publication or press releases relating directly or indirectly to this Agreement without Summit Broadband's express written consent.
- e. The provisions of this Section 12 shall survive expiration or other termination or expiration of this Agreement.
- f. Summit Broadband agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF SUMMIT BROADBAND HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUMMIT BROADBAND'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT (407 518-2313), Linda Hansell.

13 **Default.**

- a. A default shall occur under this Agreement if: (a) in the case of a failure to pay any amount when due under this Agreement, Customer fails to pay such amount within ten (10) days after notice specifying such breach, or (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as such Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion (a material breach of an individual **Service Order Form** by Summit Broadband shall not be considered a material breach of this Agreement and shall not affect any other **Service Order Form**); or (c) either of the following occur (i) a Party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, or an involuntary petition in bankruptcy or other insolvency protection is filed against either Party and not dismissed within one-hundred eighty (180) days thereafter.
- b. In the event of any default hereunder, the non-defaulting Party may avail itself of one or more the following remedies: (a) take such actions as it determines, in its sole discretion, necessary to correct the default; (b) terminate this Agreement and/or the applicable Service, and/or (c) pursue any legal remedies it may have under applicable law or principles of equity, including specific performance. Without limiting the foregoing, if the default consists of a failure of Customer to pay to Summit Broadband any Fees or expense due under any attached **Service Order Form**, Summit Broadband may, in addition to all other remedies, terminate or suspend any and all of its obligations in respect of such **Service Order Form** under this Agreement, and apply any and all amounts previously paid by

Customer hereunder toward the payment of any other amounts then or thereafter payable by Customer hereunder

- 14 **Force Majeure.** Notwithstanding any other provision of this Agreement, the Parties will not be deemed in default for the delay in performance of, or failure to perform, in whole or in part, its obligations due, directly or indirectly, to events that constitute "impossibility of performance" under Florida law, including without limitation, acts of God, strike or labor disturbance, war or act of war; insurrection, riot, or other civil disturbance; cable cut, failure of common carrier or "carrier's carrier," or interruption of power; sabotage or act of public enemy; action or inaction of any governmental authority including condemnation, fire; earthquake, tornado, hurricane, flood, or other severe weather condition, and other unavoidable casualty (collectively, "**Force Majeure**") Such Party's performance of such obligation or obligations shall be excused and extended for and during the entire duration of any such Force Majeure Failure to pay any amount due shall not be considered a Force Majeure event. The Party claiming relief under this Section 14 shall notify the other in writing of the existence of the Force Majeure event relied on and the cessation or termination of said Force Majeure event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay

THE INTERRUPTION OR FORCED CESSATION OF SERVICE IN TOTAL OR IN PART DUE TO THE ACTIONS OF REGULATOR OR LICENSING AUTHORITY, OR AN ORDER OF A COURT OR OTHER LEGAL AUTHORITY HAVING LEGAL JURISDICTIONAL AUTHORITY OVER SUMMIT BROADBAND, CUSTOMER OR CUSTOMER'S CUSTOMERS, SHALL BE CONSIDERED A FORCE MAJEURE EVENT FOR THE PURPOSE OF TERMINATION AND/OR DEFAULT OF THIS AGREEMENT, WITHOUT RESPECT TO THE INTERPRETATION OR INTENT OF THE DEFINITIONS OF SECTION 5 A., B., OR C ABOVE IN THE EVENT OF A FORCE MAJEURE AS DEFINED IN THIS SECTION 14, ALL OUTSTANDING BALANCES ACCRUED AND OWED TO SUMMIT BROADBAND BY THE CUSTOMER THROUGH THE DATE OF THE FORCE MAJEURE EVENT SHALL BE SETTLED UNDER THE NORMAL PAYMENT CONDITIONS AS OUTLINED IN SECTION 3 OF THIS AGREEMENT AND ANY FAILURE TO SETTLE ANY AMOUNTS DUE WITHIN THE SAID TIME FRAME DESCRIBED, SHALL BRING ABOUT THE SAME DEFAULT REMEDIES AVAILABLE TO SUMMIT BROADBAND AS OUTLINED IN SECTION 13B OF THIS AGREEMENT

15 **Assignment and Transfer Restrictions.**

- a. Except as provided in Section 15 b., neither Party shall transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. A transfer or assignment in violation of this Section 15 shall constitute a material breach of this Agreement and shall be null and void from its inception
- b. Either Party may assign this Agreement in whole or in part to a Permitted Assignee upon prior written notice to the other Party "**Permitted Assignee**" shall mean (a) any Affiliate, (b) any Person that purchases all or substantially all of the assets of the assignor, or any other Person formed by or surviving the merger or consolidation of the assignor and any other Person or (c) any institutional leader to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any Affiliate of the assignor, provided that such collateral assignment is subject to the terms of this Agreement.
- c. Nothing contained in this Agreement shall preclude Customer from leasing or providing any capacity or other services derived from a Service to third parties without obtaining Summit Broadband's consent, provided that any use of such Services shall be subject to the terms and conditions of this Agreement. Customer agrees to indemnify, defend and hold harmless Summit Broadband, its Affiliates, and their employees, agents, officers, and directors, from and against and assumes liability for all suits, actions, damages, or claims of any nature arising out of or resulting from a contractual or other relationship between Customer and any such third parties as it relates to this Agreement or the use of a Service

- 16 **Representations.** Each Party represents and warrants to the other that: (a) the representing Party has full rights and authority to enter into this Agreement and that by entering into this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation, or agreement by which it is bound or to which it is subject; (b) the execution, delivery, and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement; (c) the representing Party is a business entity duly organized and validly existing and in good standing under the laws of its jurisdiction or

organization, and (d) there are no actions, suits or proceedings pending or threatened against the representing Party before any court or administrative agency that would materially impair such Party's performance under this Agreement.

17 **Miscellaneous.**

- a. **Waiver** The failure of either Party to enforce any of the provisions of this Agreement or any applicable **Service Order Form**, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- b. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the Florida, irrespective of principles of conflicts of law Venue of all actions shall be Osceola County, Florida. Each party waives the right to a jury trial
- c. **Rules of Construction.** The captions or headings of this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as simplifying or limiting any of its content. Words in this Agreement, which import the singular connotation, shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require Unless expressly defined herein, words having well known technical or trade meanings shall be so construed All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires. Except as set forth to the contrary herein, a Party's right or remedy shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. This Agreement has been fully negotiated by the Parties This Agreement does not provide and is not intended to provide any third parties, other than certain Affiliates of the Parties, with any remedy, claim, reimbursement, cause of action, or any other right. All actions, activities, consents, approvals, and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein
- d. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof This Agreement may only be modified or supplemented by an instrument in writing executed by authorized representatives of each Party and specifically stating that the Parties intend to modify or supplement this Agreement.
- e. **No Personal Liability** Each action or claim against a Party arising under or relating to this Agreement shall be made only against such Party as a business entity, and any liability relating thereto shall be enforceable only against the business entity assets of such Party
- f. **Severability** If any term, covenant, or condition contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law
- g. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- h. **Title to Equipment Infrastructure** This Agreement shall not in any way convey title or any interest in the infrastructure, systems, equipment, facilities or other property of Summit Broadband (or its Affiliates) utilized in connection with the provision of any Service
- i. **Expenses.** All costs and expenses, including without limitation fees and disbursements of counsel, financial advisors and accountants, and stamp and capital duties and taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.
- j. **Performance** Customer expressly agrees and acknowledges that, notwithstanding that Summit Broadband shall be liable for all of the obligations ascribed to it under this Agreement; any Affiliate of Summit Broadband may perform such obligations.
- k. **Subject to Laws.** This Agreement is subject to, and Customer agrees to comply with, the laws of Florida as well as

all applicable federal, state, and local laws, and regulations, rulings, and orders of governmental agencies. The Parties also agree to comply with applicable provisions of Summit Broadband tariffs, if any, and to take all steps necessary to obtain and continue in effect any required certification, permit, license, approval, or authorization of the FPSC and any other governmental body as necessary. In the event that Summit Broadband cannot obtain all necessary federal, state, local, or other governmental authority to provide Services, Summit Broadband shall promptly give written notice thereof to Customer and such notice shall constitute termination of the applicable Service without liability of either Party.

- l Invalidity. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- m Agents. The relationship between Summit Broadband and Customer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, federal income tax purposes. The Parties, in performing any of their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

[remainder of page intentionally left blank]

ITEM 7.L

FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN KISSIMMEE MARINA BY LAKE TOHO, LLC AND THE CITY OF KISSIMMEE FOR BAIT, TACKLE, AND CONCESSION SERVICES AT BIG TOHO MARINA

Request

Approval of the First Amendment to the Concession Agreement between Kissimmee Marina by Lake Toho, LLC and the City of Kissimmee

Explanation

On October 5, 2021, the City entered into contract with Kissimmee Diner, Inc., dba Matador Taco & Tapas for bait, tackle and food services at Big Toho Marina. This licensee has since decided to operate the location at 69 Lakeview Drive Kissimmee, FL under the newly created Limited Liability Company of Kissimmee Marina by Lake Toho, LLC. All other terms and conditions of the original license dated October 5, 2021 shall remain in full force and effect.

Recommendation

Staff recommends approval of the First Amendment to the Concession agreement between Kissimmee Marina by Lake Toho, LLC and the City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. First Amendment Marina
2. Concession Services Food Service Operations DBa Matador Taco and Tapas

**FIRST AMENDMENT TO CONCESSION LICENSE
FOR BAIT, TACKLE AND FOOD SERVICES
AT BIG TOHO MARINA**

THIS FIRST AMENDMENT is made this _____ day of _____, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and Kissimmee Marina by Lake Toho, 120 Broadway, Suite 201, Kissimmee, Florida 34741 (hereinafter referred to as “Licensee”), together referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, on October 5, 2021, City and Kissimmee Diner, Inc, dba: Matador Taco & Tapas entered into a concession license for bait, tackle, and food services at Big Toho Marina (hereinafter referred to as “Original License”); and

WHEREAS, afterwards Licensee was created and is under common control with Kissimmee Diner, Inc, dba: Matador Taco & Tapas; and

WHEREAS, the First Amendment to the Original License (hereinafter referred to as “First Amendment”) seeks to further clarify that the Original License has been assigned to Licensee.

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

1. The introductory phrase of the Original License is hereby amended to read as follows:

THIS LICENSE is made this 5th day of October, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”), as the “Licensor”, and Kissimmee Marina by Lake Toho, Kissimmee, Florida 34745 (hereinafter referred to as “Licensee”), together referred to as the “Parties,” and each represents as follows:

2. Except as herein modified, all terms and conditions of the Original License dated October 5, 2021 shall remain in full force and effect for the term of this Agreement, as originally set forth in said Original Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**CONCESSION LICENSE
FOR BAIT, TACKLE AND FOOD SERVICES
AT BIG TOHO MARINA**

THIS LICENSE is made and entered into this 5th day of October, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City"), as the "Licensor", and Kissimmee Diner, Inc, dba: Matador Taco & Tapas 120 Broadway, Kissimmee, FL 34741 a Florida corporation, (hereafter referred to as "Licensee"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, after soliciting proposals for operation of bait, tackle, and fishing supplies retail establishment that provides food services at the City-owned Big Toho Marina pursuant to City of Kissimmee Request for Proposal No. 2021-009, (hereinafter referred to as "RFP"), City has awarded this License to Licensee; and

WHEREAS, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit "A" attached hereto:
 - a. The concession space located in the Big Toho Marina, 69 Lakeview Drive, Kissimmee Florida consisting of approximately 800 square feet of kitchen, service, dining and retail space and an additional approximately 80 square feet of bait sales space as shown on Exhibit "A-1" attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the 6th day of October, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month \$1,750.00 for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.

4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit "B" attached hereto (hereinafter "Scope of Work"), on the Premises during the entire term of this License, unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing and food services and the sale of live bait, tackle, and fishing supplies at Big Toho Marina pursuant to the requirements in the Hours of Operation section below.
5. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
6. **ALCOHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.
7. **HOURS OF OPERATION.** Licensee shall provide the sale of live bait, tackle, and fishing supplies and food services at Big Toho Marina Monday through Friday from 5:30 A.M. to 5:00 P.M. and Saturday and Sunday from 5:30 A.M. to 4:00 P.M., except for City observed holidays, at the option of Licensee, or upon other such closure of Lakefront Park. Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Big Toho Marina.
8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.
9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. Licensee shall pay for electricity, water, and sewer for the concession space at Big Toho Marina to be billed monthly by the City. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.

10. SANITATION. Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation, food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

11. MAINTENANCE AND SERVICES. City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

- 12. EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter “inventory”) within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee’s control and not due to the Licensee or its employees’ fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
- 13. POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City’s point of sale equipment on the Premises. Licensee shall not interface or connect Licensee’s information technology systems with the City’s. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee’s point of sale equipment and internet connections provided and secured by Licensee.
- 14. SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City’s written approval before installation or dissemination. Licensee may, at its own expense and subject to the City’s written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.
- 15. BACKGROUND CHECKS.** Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.
- 16. MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises “as is.” Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

- 17. TERMINATION FOR CONVENIENCE.** This License may be terminated either party, with or without cause, for any reason whatsoever, upon ninety (90) calendar days' written notice.
- 18. TERMINATION FOR CAUSE.** If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

- 19. INSURANCE.** Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:
- a. **Workers Compensation:** Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - b. **Comprehensive General Liability (CGLI):** CGLI coverage with limits not less than \$2,000,000.00 each occurrence or CGLI with limits not less than \$1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than \$1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of

Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than \$2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

- 20. WAIVER OF SUBROGATION.** Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.
- 21. PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.
- 22. ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.
- 23. INDEMNIFICATION.** To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.
- 24. CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.

- 25. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written notice delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.
- 26. WATER VESSELS AT BIG TOHO MARINA.** Licensee acknowledges that overnight mooring of water vessels is prohibited at Big Toho Marina and boat repair, boat maintenance, or refueling of water vessels is prohibited at the floating courtesy docks attached to the Big Toho Marina facilities. Licensee agrees to enforce this prohibition to the best of their ability and if the occasion requires will notify the City and appropriate law enforcement officers of the continued violation.
- 27. BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.
- 28. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:
- | | |
|---|--|
| <p>City of Kissimmee
 Steve L. Lackey
 Parks and Recreation
 101 Church Street, Suite 330
 Kissimmee, FL 34741</p> | <p>Licensee
 Kissimmee Diner, LLC.
 Db: Matador Taco & Tapa
 Attn: Jorge Espinosa
 120 Broadway
 Kissimmee, FL 34741</p> |
|---|--|
- Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).
- 29. WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
- 30. HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

- 31. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 32. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 33. ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.
- 34. NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.
- 35. RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.
- 36. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 37. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
- 38. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

39. HAZARDOUS SUBSTANCES. Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, “hazardous substances” are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, “environmental law” means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

40. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

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

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

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

- a. If the City’s Custodian of Records requests records from the Licensee, the Licensee shall provide the City’s Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Licensee 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 License term and following completion of the License if the Licensee does not transfer the records to the City.

- c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.
 - d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.
 - f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10
- 43. ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 5th day of October 2021.

Licensee:

By: 

WITNESS AS TO LICENSEE:

By:  Andrea Campbell

 JEANETTE FLAHERTY

CITY OF KISSIMMEE

By: 
Mayor - Commissioner

ATTEST:


Linda Hansell, City Clerk

Approved as to form and legal sufficiency:


Olga Sanchez de Fuentes, City Attorney

EXHIBIT A



Ruby Plaza Café' 201 Lakeside Drive, Kissimmee, FL 34741

Big Toho Marina 69 Lakeview Drive, Kissimmee, FL 34741

EXHIBIT A-1

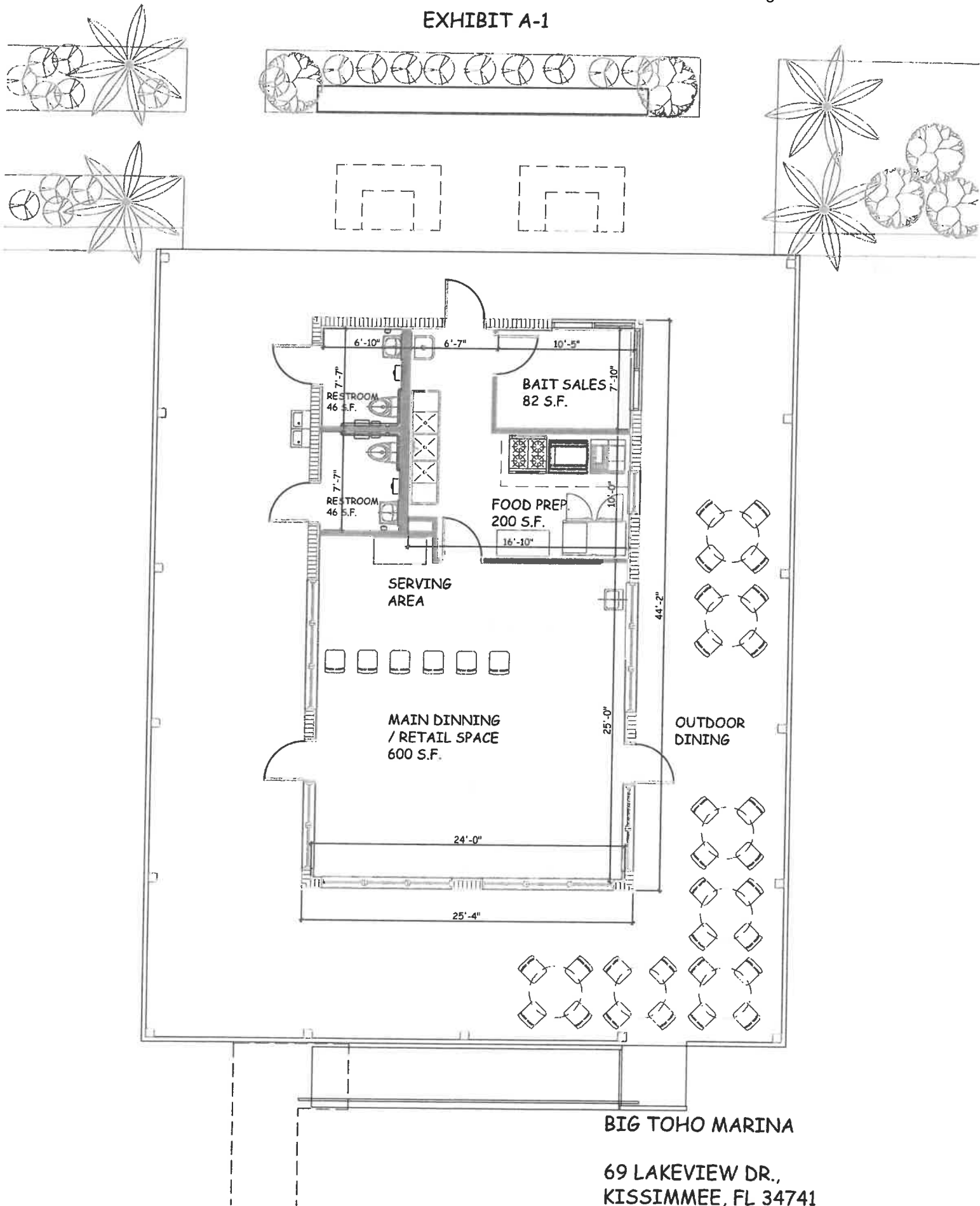


EXHIBIT B

3.0 SCOPE SERVICES

I. OBJECTIVE:

The City of Kissimmee is seeking to enter into a Concession License Agreement with a firm to maintain the food service operation at the following locations in order to provide an amenity to citizens and visitors of the Kissimmee Lakefront Park.

- Big Toho Marina, 69 Lakeview Drive, Kissimmee, FL 34741

Proposals may be for one or both locations. The City of Kissimmee reserves the right to make multiple awards if it is in their best interest

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment A contains a map & floor plan of the locations.

Big Toho Marina

- | | |
|---------------------|---|
| Location: | • 69 Lakeview Drive, Kissimmee, FL 34741 |
| Square Footage: | • Approximately 800 square feet of Food Prep & Service area |
| On-site Amenities: | <ul style="list-style-type: none"> • Kitchen (refrigerator, freezer, grill, stove w/oven, 2 basket fryer & grease trap) • Bait sales area (approximately, 80sq/ft) • 2 live bait wells and pumps come as is, with any replacement at the expense of the licensee • Dining area w/ retail space • Serving Counter • Covered porch w/tables & chairs (7 sets) • Exterior restrooms • Janitor closet |
| Additional Details: | <ul style="list-style-type: none"> • Opened in March 2014 • Premises vacant 10/1/2021 • Previous Concessionaire has used appliances and equipment for sale, as well as marketing collateral. • The sale of live bait is mandatory at Big Toho Marina |

III. REQUIREMENTS:

1. Background Checks:

- a. Both Facilities shall require all employees to have a Level 2 background check.
- b. Background checks are mandatory and shall be at the vendors sole cost and expense; no exceptions.

2. Minimum Operating Hours:

1) Big Toho Marina

Mon. – Fri. 5:30 a.m. to 5:00 p.m.,

Sat. – Sun. 5:30 a.m. to 4:00 p.m.

(except for City observed holidays (optional) and other such closure of Lakefront Park), and

Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week.

2) The minimum required hours are non-negotiable.

3) Proposals may include extended hours of operation, which will be set as mutually agreed upon by both parties.

3. Utilities:

- a. Licensee shall pay for electric, water, sewer at Big Toho Marina. Invoiced monthly by City.
- b. City shall pay for electric, water, sewer at Ruby Plaza Café
- c. City does not guarantee the uninterrupted service of the utilities provided.
- d. City provides garbage disposal services at both locations
- e. Licensee shall pay for all other expenses, such as but not limited to long distance telephone charges, telecommunication charges, or cable television.
- f. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City.

4. Permits, Licenses, and Facility Maintenance:

The Licensee shall be responsible for:

- a. All licenses and permits for operation, including licenses and permits for the sale of alcoholic beverages, which is permitted if in accordance with local and state law.
- b. Maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional

Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html>.

- c. The daily housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises, which includes dining furniture, floors, walls up to six (6) feet above floor level, and exterior of hoods, ducts, vents and other equipment and fixtures used by Licensee in food storage and preparation areas.
- d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City.
- e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
- f. Complying with all City policies and standards regarding facility infrastructure.
- g. City will maintain, clean and stock public restroom attached to the premises.

5. Inspections

- a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies.
- b. The Licensee shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
- c. The Licensee is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
- d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
- e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those

items which are considered part of the building or City-owned food service equipment.

6. Equipment:

- a. Equipment located on premises owned by City and used by the Licensee shall be listed on a basic inventory approved jointly by the City and the Licensee at the start of the contract. Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties.
- b. On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
- c. Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Licensee shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence.
- d. Point of Sale Equipment:
 - 1) There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
 - 2) Any credit or debit card transactions for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by Licensee.

7. Signs

- a. Any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.
- b. Licensee may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

8. Modification to the premises:

- a. The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions,

improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

- b. The Licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.
- c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City.
- d. Any such approved additions shall be at the Licensee's expense.
- e. License shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

ITEM 7.M

CITY OF KISSIMMEE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND RESOLUTION

Request

Approval of the Americans with Disabilities Act (ADA) Transition Plan and Resolution update.

Explanation

On October 20, 2015, the City adopted Resolution No. 25-2015 which comprises Title II of the Americans with Disabilities Act of 1990 (ADA); Executive Order 13166, and other applicable state and federal nondiscrimination regulations. Title II of the Americans with Disabilities Act (ADA) requires that State and Local Governments make programs and services accessible to persons with disabilities.

The attached ADA Transition Plan outlines the tracking process by which City staff works with a consultant to collect information on pedestrian facilities and infrastructure in compliance with ADA requirements within the public rights-of-way. Staff utilizes the information to prioritize and correct any deficiencies.

On February 5, 2019, the City adopted Resolution No. 01-2019 19 to renew its commitment to non-discrimination and update the Civil Rights Program Policies and Procedures. These Resolutions include ensuring the City would complete and post an ADA (504) Transition Plan for the accessibility of pedestrian facilities within the public rights of way as required by 28 CFR Part 35.

Based on the aforementioned Resolutions (2015 and 2019) and the Resolution update for 2021, the City desires to implement an ADA Transition Plan & Sidewalk Maintenance Program. This includes financial commitments for evaluation and construction of projects that remove barriers and promote compliance with the ADA Title II regulations. Ongoing engineering expenditures for ADA compliance are budgeted in project ST2013.

Recommendation

Staff recommends City Commission approval of the Americans with Disabilities Act (ADA) Transition Plan and Resolution update.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. ADA TRANSITION Program Policy Resolution. 2021
2. ADA Transition Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA APPROVING AND ADOPTING AN ADA (504) TRANSITION PLAN FOR ACCESSIBILITY OF PEDESTRIAN FACILITIES WITHIN THE PUBLIC RIGHTS OF WAY AS REQUIRED BY FEDERAL LAW; AND IMPLEMENT PROCEDURES IN FURTHERANCE OF THE PLAN CONSISTENT WITH FEDERAL AND STATE REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, The City of Kissimmee is committed to protecting the rights of all people to ensure their ability to work, and enjoy equal access to facilities open to the public in an environment free of unlawful discrimination, harassment, intimidation and retaliation;

WHEREAS, the City adopted Resolution No. 25-2015 on October 20, 2015, adopting policies and procedures in compliance with Title VI of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination in Employment Act of 1967; Title II of the Americans with Disabilities Act of 1990 (ADA); Executive Order 13166, and other applicable state and federal nondiscrimination regulations; and

WHEREAS, the City adopted Resolution No. 01-2019 on February 5, 2019. to renew its commitment to non-discrimination and update the Civil Rights Program Policies and Procedures.

WHEREAS, those Resolutions including ensuring the City would complete and posts an ADA (504) Transition Plan for the accessibility of pedestrian facilities within the public rights of way as required by 28 CFR Part 35, “Nondiscrimination on the basis of disability in State and Local Government Services”, Sections 105 through 150(d); and

WHEREAS, the City desires to implement an ADA Transition Plan & Sidewalk Maintenance Program, which includes financial commitments for evaluation and construction of projects that remove barriers and promote compliance with the ADA Title II regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that:

Section 1. The above recitals are true and correct legislative findings.

Section 2. The City Manager, and/or his designees are hereby authorized to create, implement, and distribute policies and procedures relative to the implementation of the ADA Transition Plan. The City shall identify, self evaluate and plan to eliminate physical barriers to access of public sidewalks, and generally improve Pedestrian Facilities.

Section 3. The City shall continue to evaluate the ADA Transition Plan to ensure compliance with State and Federal regulations and that program is meeting nondiscrimination and accessibility objectives.

Section 4. This Resolution shall take effect immediately upon its passage.

DONE AND RESOLVED this _____ day of _____, 2021.

CITY OF KISSIMMEE

ATTEST:

By: Linda S. Hansell
City Clerk

By: Olga Gonzalez, Mayor-Commissioner

Approved as to form & legality:

Olga Sanchez de Fuentes, City Attorney



City of Kissimmee
Public Works & Engineering
2021 ADA Transition Plan



101 Church Street
Kissimmee, Florida 34741
407.518.2170

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Introduction

This document describes the actions of the City of Kissimmee to provide accessibility to its programs, services, activities and facilities for all persons with disabilities, in compliance with Title II Regulations, 28 CFR 35.105 & 35.107 for state and local agencies with 50 or more employees. The City welcomes comments, suggestions, and questions from the public, particularly those with disabilities or service groups representing communities with disabilities. For more information, please visit the City's Public Works & Engineering website (<https://www.kissimmee.org/government/public-works-engineering>) or contact the Public Works & Engineering Department at (407) 518-2170 or at 101 Church Street, Kissimmee, Florida, 34741.

Executive Summary

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute providing persons with disabilities protections against discrimination in all areas of public life. The ADA prohibits discrimination on the basis of disability for operations conducted by State and local governments and for facilities owned by private businesses, even if they do not receive federal financial assistance.

The purpose of the City of Kissimmee Public Works & Engineering ADA Transition Plan for the Public Right-of-Way (ADA Transition Plan) is to:

- identify physical obstacles that limit access for persons with disabilities to public programs, services, activities, and/or facilities
- prepare strategies, methods, and procedures to correct identified deficiencies
- develop a schedule for addressing deficiencies and
- provide opportunities for interested persons to participate.

A large component of the ADA Transition Plan consists of the self-evaluation of City facilities, parks, and pedestrian facilities within public right-of-way. Hundreds of linear miles of sidewalks and dozens of building exteriors, parks, and signalized intersections were assessed for ADA compliancy against federal and state guidelines and standards including the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), FDOT Standard Plans, and FDOT Standard Specifications for Road & Bridge Construction. PROWAG guidelines are currently recommended best practices are recommended when planning, designing, and constructing within the rights-of-way.

The self-evaluation efforts also included the review of City documents, programs, and policies to identify obstacles that could potentially limit access for persons with disabilities. The review consisted of the City of Kissimmee website, City Departments, City Ordinances, Employee Manual and Emergency Plans provided by City staff.

A crucial component of the ADA Transition Plan is public involvement. The ADA states that a public entity is required to make available to applicants, participants, residents, and other interested parties and stakeholders information regarding the transition plan and to apprise the public of the protections against discrimination afforded to them by the ADA. The community is also included in the development of the transition plan through involvement in public meetings, submitting comments or grievances, and making recommendations.

ADA Accessibility of Public Facilities

Design Criteria

Sidewalks, signalized intersections, building exteriors, and parks within City public right-of-way were evaluated for compliance with the PROWAG. The PROWAG was published by the United States Access Board on July 11, 2016 and established accessibility guidelines “to ensure that facilities for pedestrian circulation and use located in the public right-of-way are readily accessible to and usable by pedestrian with disabilities.” Additional design criteria were used from the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the Florida Department of Transportation FY 2020-21 Standard Plans. Design criteria used for the self-evaluation is identified in **Appendix A**.

Sidewalks

Nearly 210 miles of sidewalk were evaluated within Quadrants 1 and 2 during the self-evaluation. See **Appendix B** for the ADA Transition Plan Quadrant Map. Common ADA deficiencies include vertical surface discontinuities greater than ¼-inch, missing or non-compliant detectable warning surfaces at curb ramps, and horizontal openings greater than ½-inch or parallel to the dominant direction of travel. A GIS-compatible Arc Map has been provided to the City of Kissimmee Public Works & Engineering Department and a summary of deficiencies and cost estimate is detailed in **Appendix C**.

Roundabouts

Included in the self-evaluation of sidewalks within Quadrants 1 and 2 are three roundabouts; Lakeshore Blvd & S Beaumont Ave, Lakeview Dr & E Monument Ave, and Martin Luther King Jr Blvd/W Neptune Rd & N Central Ave. According to PROWAG guidance R306.3, “pedestrian street crossings at roundabouts can be difficult for pedestrians who are blind or have low vision to identify...the continuous traffic flow at roundabouts removes many of the audible cues that pedestrians who are blind use to navigate pedestrian street crossings.” Two deficiencies were noted at Martin Luther King Jr Blvd/W Neptune Rd & N Central Ave, separation & pedestrian activated signals. According to PROWAG R306.3.1, “where sidewalks are flush against the curb and pedestrian street crossing is not intended, a continuous and detectable edge treatment shall be provided along the street side of the sidewalk. Detectable warning surfaces shall not be used for edge treatment.” Multiple locations around the pedestrian access route at this roundabout do not provide the separation needed for the visually disabled. According to PROWAG R306.3.2, a pedestrian activated signal shall be provided for each multi-lane segment of each pedestrian street crossing. Since this roundabout has multi-lane approaches from the north, west, and east, pedestrian activated signals should be installed for the added safety benefit of the pedestrian crossing. See **Appendix D** for an exhibit of the roundabout deficiencies at this location.

At-Grade Railroad Crossings

According to PROWAG R305.2.5, “where pedestrian gates are provided, detectable warning surfaces shall be placed on the side of the gates opposite the rail.” Recent safety upgrades have been completed at the railroad crossings that comply with this guidance. At-grade railroad crossings were evaluated at S Clyde Ave, S Beaumont Ave, Ruby Ave, E Monument Ave, E Dakin Ave, E Neptune Rd, E Park St, E Oak St, E Magnolia St, and E Vine St.

Boarding and Alighting Areas

Transit stops along bus routes within Quadrants 1 and 2 were included in the self-evaluation of the City sidewalk according to PROWAG R308.1 guidance. The most frequent deficiency observed along the bus

routes was the dimension of the boarding and alighting area. The summary of the transit stop deficiencies is provided in **Appendix E**.

Parks and Buildings

The City's parks and building exteriors were evaluated within Quadrants 1 and 2 during the self-evaluation. ADA deficiencies include insufficient passing spaces, vertical surface discontinuities greater than ¼-inch, and drop-off hazards. A GIS-compatible Arc Map has been provided to the City of Kissimmee Public Works & Engineering Department and a summary of deficiencies and cost estimate is detailed in **Appendix C**.

Signalized Intersections

Twenty-eight signalized intersections were evaluated within Quadrants 1 and 2 and the most common deficiencies included the location of the pedestrian detector in relation to the crosswalk limits, the location of the pedestrian detector in relation to the edge of curb, shoulder, or pavement, and the direction the pushbutton on the pedestrian detector is facing in relation to the direction of crossing. An overview of the types of deficiencies and criteria to meet in order to comply are provided below.

The signalized intersection sheets summarizing the ADA deficiencies are provided in **Appendix F**.

Pedestrian Interval Timing (MUTCD 4E.06)

The PROWAG states that all pedestrian signal phase timing shall comply with section 4E.06 of the MUTCD and shall be based on a pedestrian clearance time that is calculated using a pedestrian walking speed of 3.5 ft/s or less. Pedestrian signal phase timing is composed of three phases; Walk Interval, Pedestrian Change Interval, and Buffer Interval.

The Walk Interval should be at least 7 seconds long to provide pedestrians adequate time to leave the curb or shoulder before the pedestrian clearance time begins. Walk intervals as short as 4 seconds may be used if pedestrian volumes do not warrant the full 7 seconds.

The Pedestrian Change Interval is the time needed to fully cross from curb ramp to curb ramp assuming a maximum pedestrian walking speed of 3.5 ft/s.

The Buffer Interval should be at least 3 seconds in length.

Pedestrian Signal Countdown (MUTCD 4E.07)

The pedestrian signal countdown display is required where Pedestrian Change Intervals are 7 seconds or longer.

Pushbutton Sign Panel (MUTCD 4E.08)

"Signs shall be mounted adjacent to or integral with pedestrian pushbuttons, explaining their purpose and use."

Pedestrian Detector Furnish & Install

In order for certain signalized intersections to comply with PROWAG guidance and MUTCD Section 4E.08, additional pedestrian detectors are recommended to be installed where existing pedestrian detector locations are non-compliant. These locations are recorded in the intersection exhibits in **Appendix F**.

Pedestrian Detector Relocate

During the self-evaluation of the signalized intersections, pedestrian detectors were evaluated using MUTCD Section 4E.08. Non-compliant pedestrian detectors requiring relocation are illustrated in the intersection exhibits in **Appendix F**. According to MUTCD Section 4E.08, pedestrian detectors are to be located “between the edge of the crosswalk line (extended) farthest from the center of the intersection and the side of a curb ramp, but not greater than 5 ft. from said crosswalk” and “between 1.5 and 6 ft. from the edge of the curb, shoulder, or pavement.”

Pedestrian Detector Modify

During the self-evaluation of the signalized intersections, pedestrian detectors were evaluated using MUTCD Section 4E.08. Non-compliant pedestrian detector deficiencies requiring modification include pushbutton faces not parallel to the crosswalk to be used and the mounting height of the pushbutton higher than 4 ft. It is recommended to modify the existing pedestrian detector in order to comply with PROWAG standards.

Detectable Warning Surface Furnish & Install

Detectable warning surfaces at curb ramps were evaluated using PROWAG guidance. Any curb ramp with missing, deteriorated, or non-compliant detectable warning surfaces are recommended to install new surfaces at the curb ramps.

Curb Ramp Reconstruction

Curb ramps at signalized intersections were evaluated using PROWAG guidance. Turning space shall be provided at the top of the curb ramp, the running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 15 ft., and flared sides shall be slope 10 percent maximum. If the turning space, running slope, or flared sides were evaluated as non-compliant, they are recommended to be reconstructed in order to meet PROWAG standards.

Approach Sidewalk Cross Slope & Grade

Sidewalks approaching signalized intersection curb ramps were evaluated for continuous width, grade, and cross slope. The deficiencies were recorded and are displayed on the intersection exhibits in **Appendix F**. It is recommended to reconstruct the sidewalk in these locations in order to meet PROWAG standards.

Vertical Alignment Discontinuities

Vertical surface discontinuities greater than ¼-inch were observed on approach sidewalks, curb ramps, or near any existing pedestrian detectors. The locations were recorded and it is recommended to bevel the concrete according to PROWAG R302.7.2.

Accessible Pedestrian Signals and Detectors (MUTCD 4E.09)

According to MUTCD 4E.09, “If a particular signalized location presents difficulties for pedestrians who have visual disabilities to cross the roadway, an engineering study should be conducted that considers the needs of pedestrians in general, as well as the information needs of pedestrians with visual disabilities. The engineering study should consider the following factors:

- potential demand for accessible pedestrian signals;
- a request for accessible pedestrian signals;
- traffic volumes during times when pedestrians might be present, including periods of low traffic volumes or high turn-on-red volumes;

- the complexity of traffic signal phasing (such as split phases, protected turn phases, leading pedestrian intervals, and exclusive pedestrian phases); and
- the complexity of intersection geometry.”

While accessible pedestrian signals and detectors are not required by MUTCD or PROWAG guidance, in order to provide fully accessible pedestrian accessible routes throughout the City, they should be considered as part of the recommendation for improvements as a result of this self-evaluation.

Prioritization and Schedule

In order to establish a process for addressing the found deficiencies to the facilities assessed within the public rights-of-way of the City, prioritization and improvement strategy was applied to each type of upgrade associated with each type of accessible feature. Priority 1 deficiencies are considered to be top priority and should be addressed immediately. These upgrades include sidewalk widths less than 36”, vertical alignments between sidewalk slabs greater than 1”, and replacement of missing/deteriorated detectable warning surfaces. Priority 2 deficiencies should be addressed consistently and periodically as regular maintenance activities. Priority 3 deficiencies should be upgraded during the next regularly scheduled roadway reconstruction/rehabilitation project through the City’s work program. The upgrades include curb/sidewalk reconstruction and pedestrian signal installations. See below for the accessible feature deficiency, upgrade, and priority.

1 = Immediate action recommended

2 = Routine maintenance activity

3 = Upgrade required during next scheduled work program project

ACCESSIBLE FEATURE	PROWAG GUIDELINES	DEFICIENCY UPGRADE	PRIORITY
PAR Width	48” min.	Sidewalk reconstruction	1 (less than 36”) 3 (36” to 48”)
Passing Space	5’ x 5’ every 200’	Sidewalk reconstruction	2
PAR Grade	5%, or match roadway grade	Sidewalk reconstruction	3
PAR Cross Slope	2% max.	Sidewalk reconstruction	3
Ramp Slope	8.3% max.	Curb ramp reconstruction	3
Surfaces	Firm, stable, slip-resistant	Sidewalk reconstruction	1
Vertical Alignment	1/4” max.	Concrete grinding	1 (> 1”)
Discontinuities	1/2” w/ 1:2 slope	Concrete grinding	2 (1/4” to 1”)
Horizontal Openings	1/2” max.	Joint sealing	2
RR Xing Flangeway Gaps	2-1/2” (passenger), 3” (freight)	Sidewalk reconstruction	*
Curb Ramp Width	48” min.	Curb ramp reconstruction	3
Curb Ramp Slope	1:12 max.	Curb ramp reconstruction	3
Landing at Top	48” x 48”	Curb ramp reconstruction	3

Landing at Bottom	48" x 48"	Roadway cross slope correction	3
Curb Ramp Cross Slope	2% max. (stop/yield), Match roadway grade (signal/mid-block)	Curb ramp reconstruction	3
Counter Slope	Match roadway grade	Roadway cross slope correction	3
Detectable Warning Surfaces	24" x full width	Install/replace DWS	1
DWS Placement	Back of curb to 5'	Install/replace DWS	1
DWS Placement at RR Xings	6'-15' to CL of nearest rail	Install/replace DWS	1
Crossing Cross Slope	2% max. (stop/yield), 5% max. (signal), Match roadway grade (mid-block)	Roadway cross slope correction	3
Pedestrian Signal Timing	3.5ft/sec or more	Signal re-timing	1
Accessible Pedestrian Signals	Required	Install accessible pedestrian signals	3
Boarding & Alighting Area	5' x 8' at 2% max.	Area reconstruction	*
Passenger Loading Zones	5' x full length of space	Restripe or reconstruct parking lot access	2

PAR = Pedestrian Accessible Route

RR = Railroad

DWS = Detectable Warning Surface

* = Provide deficiency list to appropriate maintaining agency

Document & Program Review

The purpose of this evaluation is to identify obstacles, review discriminatory language, and modify practices that could potentially limit access for persons with disabilities.

City Website

The City of Kissimmee website publishes an Accessibility Statement stating the City "is committed to digital accessibility for people with disabilities and compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973" and ensures the City is continually working to meet accessibility guidelines. Also, on this page is an Accessibility Feedback Form if any accessibility issues have been encountered as a part of the City's commitment to make the website more user-friendly for all people.

The City website also provides a Civil Right Compliant Form to report an incident where a discrimination of civil rights might have occurred. Discrimination on the basis of disability is included as a part of this grievance submission. In regard to removing any physical barriers within the City's public rights-of-way, it is recommended to include a complaint form on the City's Streets Division webpage within the Public Works & Engineering department. As stated on this webpage, this division "ensures the continuation of efficient and safe transportation on all City streets and pedestrian ways." This complaint form provides the ability for residents and/or visitors of the City to request improvements to pedestrian facilities and ensures the maintenance division can be reactive to any requests.

City Ordinances

The City of Kissimmee Ordinances explicitly state that ADA and pedestrian access must be provided in accordance with the Florida Building Code, all parking facilities shall be in compliance with all required state and federal requirements for handicapped parking, and that sidewalk and bike paths are to meet ADA standards. From this evaluation, it has been determined that City Ordinances, through the review/permit process within the City Building Division and City Code Enforcement, ensure ADA accessibility for new development.

Employee Manual

City policies were reviewed as a part of this ADA Transition Plan and no policies were found to have obstacles or discriminatory language where a modification of practice would be recommended. The City has adopted **City Policy 301** titled “Equal Opportunity.” This policy’s objective is “to set forth the City’s policies regarding unlawful discrimination or harassment, and to set out procedures for reporting, investigation, and receiving complaints of discrimination or harassment.” The policy expresses the importance “that all employees have the right to work in an environment free from unlawful discrimination and harassment.” Examples of discrimination are listed in this policy and discrimination or harassment of individuals because of disability is included. The policy consists of **Prohibited Activities, Employee Responsibilities, Responsibilities of Supervisors and Managers, and Disciplinary Action.**

It is recommended that if any new or revised City policies are to be adopted, a review should be performed to eliminate any potential for obstacles or discriminatory language prior to implementation by the City.

City Emergency Plan

The City of Kissimmee’s Emergency Plan provides an Emergency Notification System that ensures both visible and audible alerts to reach a greater audience. The City’s active social media outlets also provide emergency updates during emergencies. The City’s Emergency Plan should also accommodate persons with disabilities in regard to community evacuation and transportation, emergency shelter programs, social services, temporary lodging or housing.

ADA Training

The Florida Department of Transportation (FDOT) has developed training courses describing the requirements of the ADA, <https://www.fdot.gov/roadway/ada/adatraining.shtm>. The courses cover, in detail, the ADA Regulations and Standards and how they impact City operations. These courses also cover the scoping and technical requirements of the **ADA Standards for Accessible Design (ADAS)**, the **ADA Standards for Transportation Facilities (ADASTF)** and the proposed (PROWAG) and include examples of compliant and non-compliant facilities. Many classes include field exercises to demonstrate how persons who use wheelchairs and white canes interact with pedestrian facilities within public rights of way and an opportunity for participants to experience the practical differences between accessible and non-accessible elements.

Courses are continually updated to include the latest ADA information, guidance and direction from the responsible federal agencies, primarily the U.S. Access Board, the Department of Justice (DOJ), the Department of Transportation / Federal Highway Administration (FHWA). The courses are instructor-led, but may also be presented in a video-conference or Webcast venue. Most courses are certified by the Florida Department of Business and Professional Engineers, Board of Professional Engineers to provide continuing education professional development hours (PDHs) for Florida licensed professional

engineers. Though similar in content regarding ADA regulations and the standards, the courses are targeted toward the specific project phases and disciplines.

The courses are:

ADA 101-Just the Basics, ADA Design & Construction, ADA Facilities, ADA for Local Agency Programs, ADA and Transportation – FHWA, and ADA Roads & Bridges – PROWAG.

Appendices

A: DESIGN CRITERIA

DESIGN CRITERIA

Accessible Feature	ADA Standards	FDOT Standard Plans	PROWAG
PAR Width	36"	48"	48"
Passing Space	5' x '5 - 200'	5' x '5 - 200'	5' x '5 - 200'
PAR Grade	5% max.	Match roadway grade	Match roadway grade
PAR Cross Slope	2% max.	2% max.	2% max.
Ramp Slope	8.3% max	8.3% max	8.3% max
Surfaces	Firm, Stable, Slip-Resistant	Firm, Stable, Slip-Resistant	Firm, Stable, Slip-Resistant
Vertical Alignment	1/4" max.	1/4" max.	1/4" max.
Discontinuities	1/2" w/ 1:2 slope	1/2" w/ 1:2 slope	1/2" w/ 1:2 slope
Horizontal Openings	1/2" max.	1/2" max.	1/2" max.
RR Xing Flangeway Gaps	n/a	2-1/2" - Passenger / 3" Freight	2-1/2" - Passenger / 3" Freight
Curb Ramp Width	36" min.	48" min.	48" min.
Curb Ramp Slope	1:12 max.	1:12 max.	1:12 max.
Landing at Top	36" x 36"	48" x 48"	48" x 48"
Landing at Bottom	48" x 48"	48" x 48"	48" x 48"
Curb Ramp Cross Slope	2% max.	2% max. Match roadway grade - Signal/Mid-Block	2% max. Stop/Yield Match roadway grade - Signal/Mid-Block
Counter Slope	5% max.	Match roadway grade	Match roadway grade
Detectable Warnings	24" x full width	24" x full width	24" x full width
DWS Placement	Back of Curb	Back of Curb / 5'	Back of Curb / 5'
DWS Placement at RR Xings	n/a	6'-15' to CL of nearest rail	6'-15' to CL of nearest rail
Crossing Cross Slope	2% max.	2% max. at Stop/Yield 5% max. at Signal Match roadway grade at mid-block	2% max. at Stop/Yield 5% max. at Signal Match roadway grade at mid-block
Pedestrian Signal Timing	n/a	3.5 ft/sec or less	3.5 ft/sec or less
Accessible Pedestrian Signals	n/a	Upon request	Required
Boarding & Alighting Area	n/a	5' x 8' / 2%	5' x 8' / 2%
On-Street Parking	n/a	8' x 22' long	n/a
Passenger Loading Zones	5' x full length of space	n/a	5' x full length of space



ADA = Americans with Disabilities Act

PAR = Pedestrian Access Route

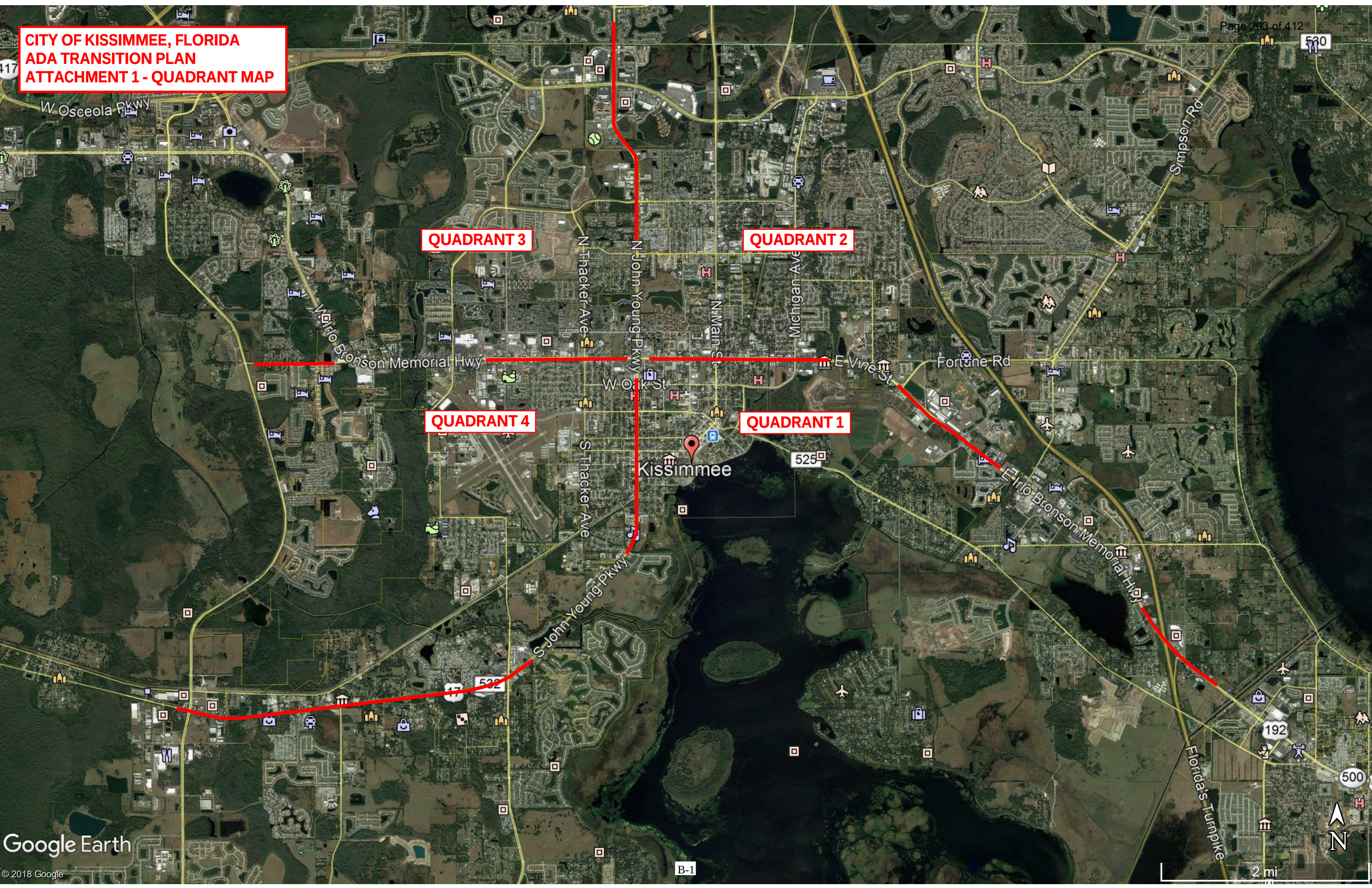
PROWAG = Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011)

= FDOT has adopted PROWAG criteria

= FDOT has not adopted PROWAG criteria

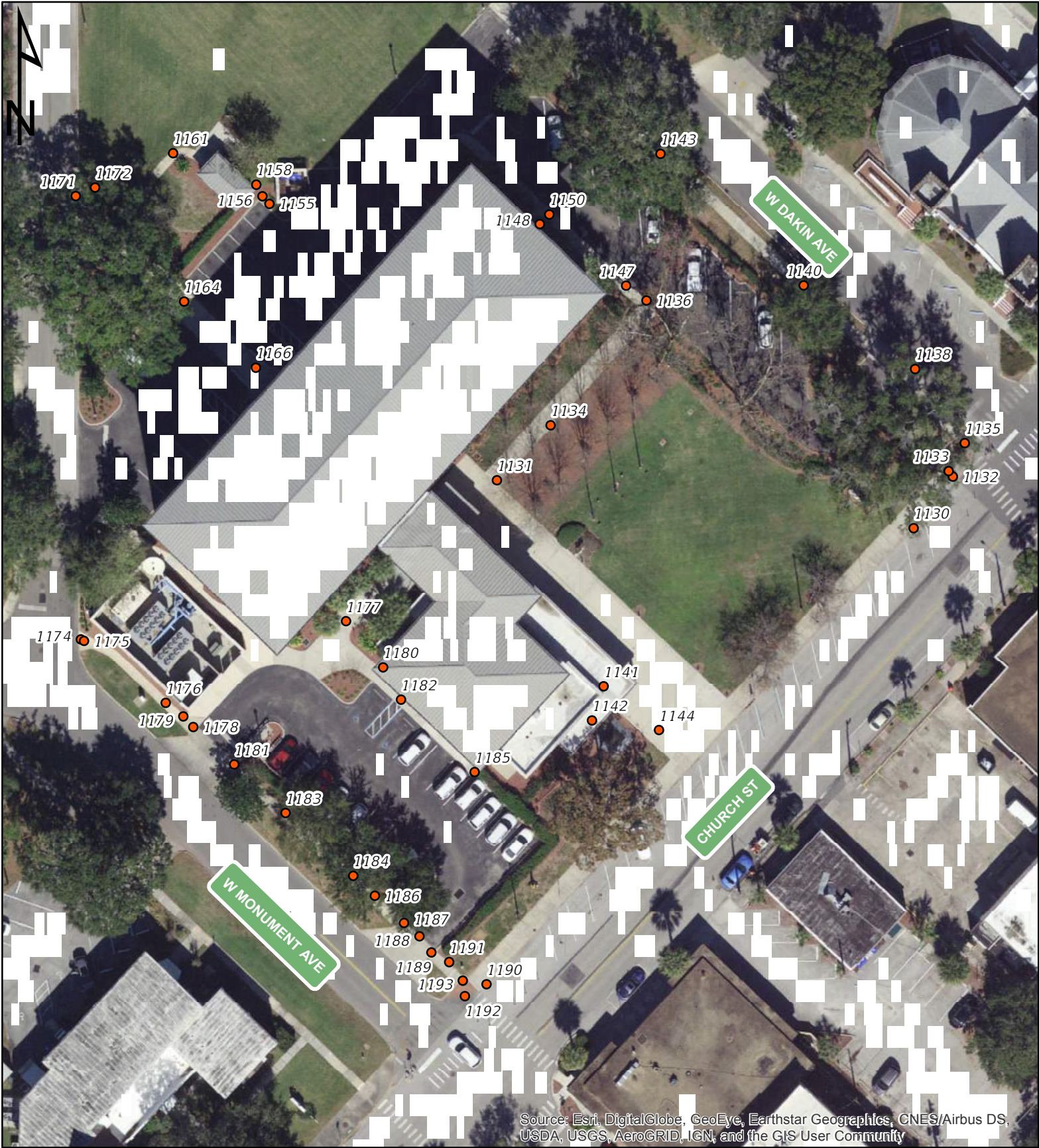
B: QUADRANT MAP

**CITY OF KISSIMMEE, FLORIDA
ADA TRANSITION PLAN
ATTACHMENT 1 - QUADRANT MAP**



C: FACILITY SUMMARY

City Hall, 101 Church Street



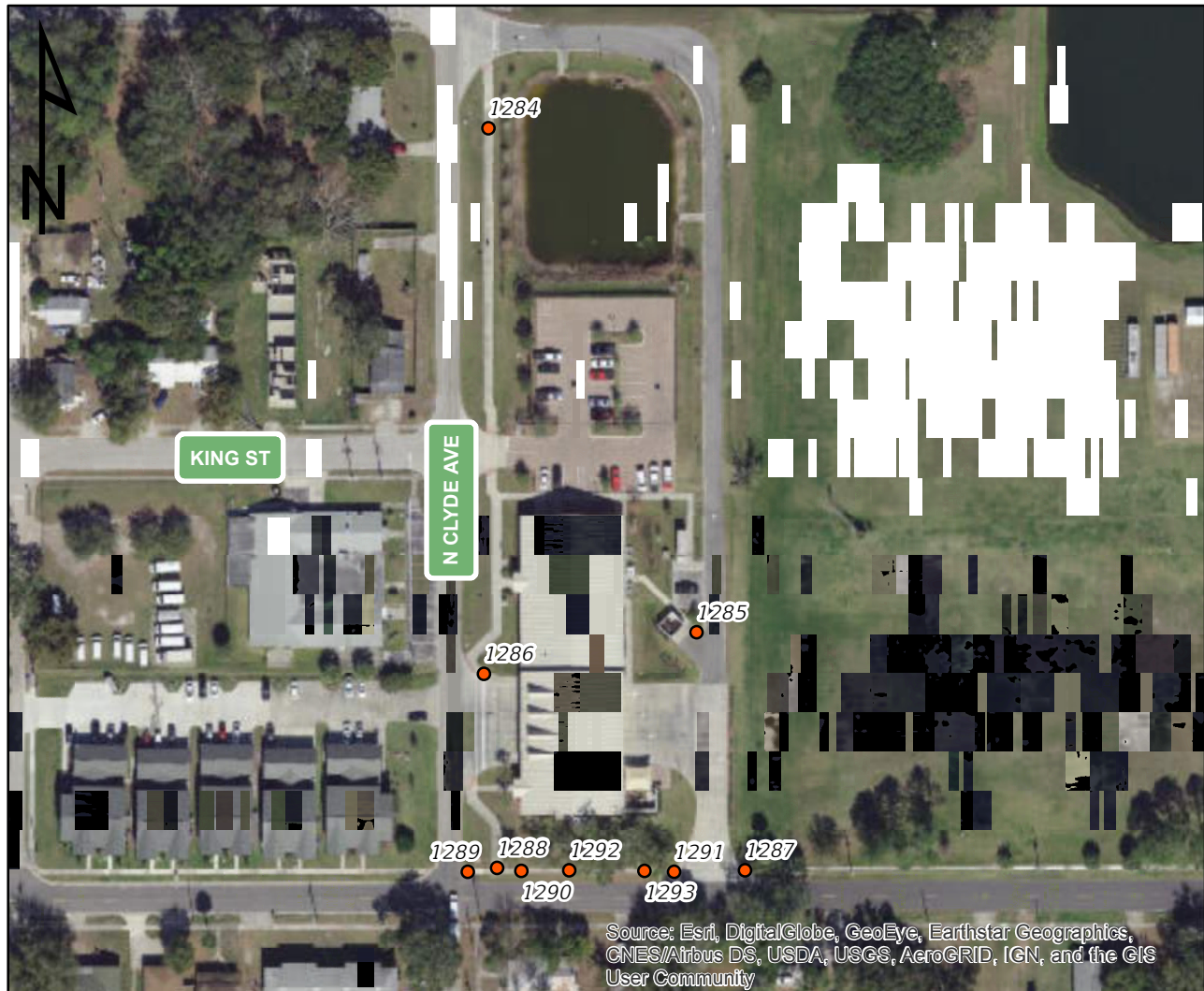
OBJECTID	ADA Deficiency	GENERAL NOTES
1130	VERTICAL ALIGNMENT: 3/4"	
1131	VERTICAL ALIGNMENT: 1/2"	
1132	VERTICAL ALIGNMENT: 1/2"	
1133	VERTICAL ALIGNMENT: 1/4"	
1134	VERTICAL ALIGNMENT: 3/8"	
1135	VERTICAL ALIGNMENT: 3/4",TURNING SPACE: Not provided,DETECTABLE WARNING SURFACE: Not present	Brick has settled, creating vertical alignment deficiencies
1136	VERTICAL ALIGNMENT: 1/2",DETECTABLE WARNING SURFACE: Not present	
1138	VERTICAL ALIGNMENT: 3/8"	
1140	VERTICAL ALIGNMENT: 3/8"	
1141	VERTICAL ALIGNMENT: 3/4"	
1142	CONTINUOUS WIDTH: 42"	Furniture reduces width to less than 48"
1143	VERTICAL ALIGNMENT: 3/8"	
1144	VERTICAL ALIGNMENT: 5/8"	
1147	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1148	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1150	DETECTABLE WARNING SURFACE: Not present	
1155	DETECTABLE WARNING SURFACE: Not full width	
1156	CONTINUOUS WIDTH: 44"	
1158	TURNING SPACE: Not provided	
1161	CONTINUOUS WIDTH: 42"	
1164	DETECTABLE WARNING SURFACE: Not present	
1166	DETECTABLE WARNING SURFACE: Not present	
1171	DETECTABLE WARNING SURFACE: Not full width	
1172	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1174	DETECTABLE WARNING SURFACE: Not full width	
1175	TURNING SPACE: Not provided,RUNNING SLOPE: 0.09,DETECTABLE WARNING SURFACE: Not present	
1176	VERTICAL ALIGNMENT: 3/8"	
1177	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1178	TURNING SPACE: Not provided,FLARED SIDES: 0.12,DETECTABLE WARNING SURFACE: Not present	
1179	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1180	CONTINUOUS WIDTH: 42"	
1181	DETECTABLE WARNING SURFACE: Not present	
1182	DETECTABLE WARNING SURFACE: Not present	
1183	VERTICAL ALIGNMENT: 1/2"	
1184	VERTICAL ALIGNMENT: 1/2"	
1185	CROSS SLOPE: 5%	
1186	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1187	VERTICAL ALIGNMENT: 3/4",DETECTABLE WARNING SURFACE: Not present	
1188	SURFACES: Non-compliant	3/4" deep spall
1189	VERTICAL ALIGNMENT: 3/8",DETECTABLE WARNING SURFACE: Not present	
1190	VERTICAL ALIGNMENT: Greater than or equal to 1"	
1191	SURFACES: Non-compliant	1/2" deep spall
1192	DETECTABLE WARNING SURFACE: Not present	
1193	VERTICAL ALIGNMENT: Greater than or equal to 1"	

Police Department, 8 N Stewart Avenue



OBJECTID	ADA Deficiency	GENERAL NOTES
1294	PASSING SPACE: Not provided	
1295	VERTICAL ALIGNMENT: 1/2"	
1296	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1297	DETECTABLE WARNING SURFACE: Not present	
1298	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1299	VERTICAL ALIGNMENT: 5/8"	
1300	DETECTABLE WARNING SURFACE: Not present	
1301	RUNNING SLOPE: 0.09, FLARED SIDES: 0.25, DETECTABLE WARNING SURFACE: Not present	
1302	CONTINUOUS WIDTH: 36", VERTICAL ALIGNMENT: 3/4"	Furniture reduces width to less than 48"
1303	DETECTABLE WARNING SURFACE: Not present	
1304	DETECTABLE WARNING SURFACE: Not present	
1305	TURNING SPACE: 0.04	Turning space is 4%
1306	VERTICAL ALIGNMENT: 3/4"	
1307	CROSS SLOPE: 6%, TURNING SPACE: Not provided, DETECTABLE WARNING SURFACE: Not present	
1308	VERTICAL ALIGNMENT: 3/4"	
1309	VERTICAL ALIGNMENT: 3/8"	
1310	VERTICAL ALIGNMENT: 3/4"	
1311	VERTICAL ALIGNMENT: 3/4"	
1312	VERTICAL ALIGNMENT: 1"	
1313	CROSS SLOPE: 11%	Abandoned driveway
1314	TURNING SPACE: Not provided, DETECTABLE WARNING SURFACE: Not present	
1315	CONTINUOUS WIDTH: 34"	
1316	CROSS SLOPE: 12%	Abandoned driveway
1318	VERTICAL ALIGNMENT: Greater than or equal to 1"	
1319	CROSS SLOPE: 9%	Abandoned driveway
1320	VERTICAL ALIGNMENT: 1/2"	
1321	VERTICAL ALIGNMENT: 1/2"	
1322	GRADE: 0.11	
1323	CROSS SLOPE: 11%, FLARED SIDES: 0.17	
1324	VERTICAL ALIGNMENT: 3/4"	
1325	CROSS SLOPE: 9%, FLARED SIDES: 0.17	
1326	VERTICAL ALIGNMENT: 3/4"	
1327	VERTICAL ALIGNMENT: 5/8"	
1328	VERTICAL ALIGNMENT: 3/4"	
1329	VERTICAL ALIGNMENT: 1/2"	
1330	VERTICAL ALIGNMENT: 7/8"	
1331	VERTICAL ALIGNMENT: 1/2"	
1332	VERTICAL ALIGNMENT: Greater than or equal to 1", TURNING SPACE: Not provided, DETECTABLE WARNING SURFACE: Not present	
1333	CROSS SLOPE: 8%	
1334	VERTICAL ALIGNMENT: 1"	
1335	VERTICAL ALIGNMENT: 1/2"	
7735	VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Gaps Greater than 1/2", DETECTABLE WARNING SURFACE: Not present	
7736	VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Gaps Greater than 1/2", DETECTABLE WARNING SURFACE: Not present	
7737	CROSS SLOPE: 9.5%, VERTICAL ALIGNMENT: Greater than or equal to 1", HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7738	CROSS SLOPE: 11.2%, TURNING SPACE: Not provided	
7739	HORIZONTAL OPENINGS: Gaps Greater than 1/2", DETECTABLE WARNING SURFACE: Not present	
7740	CONTINUOUS WIDTH: Vegetation impeding PAR width	
7741	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7742	VERTICAL ALIGNMENT: 3/8"	
7743	CROSS SLOPE: 11.4%, TURNING SPACE: Not provided	
7744	HORIZONTAL OPENINGS: Gaps Greater than 1/2", DETECTABLE WARNING SURFACE: Tactile Surface is Worn	

Fire Station 11, 343 N Clyde Ave



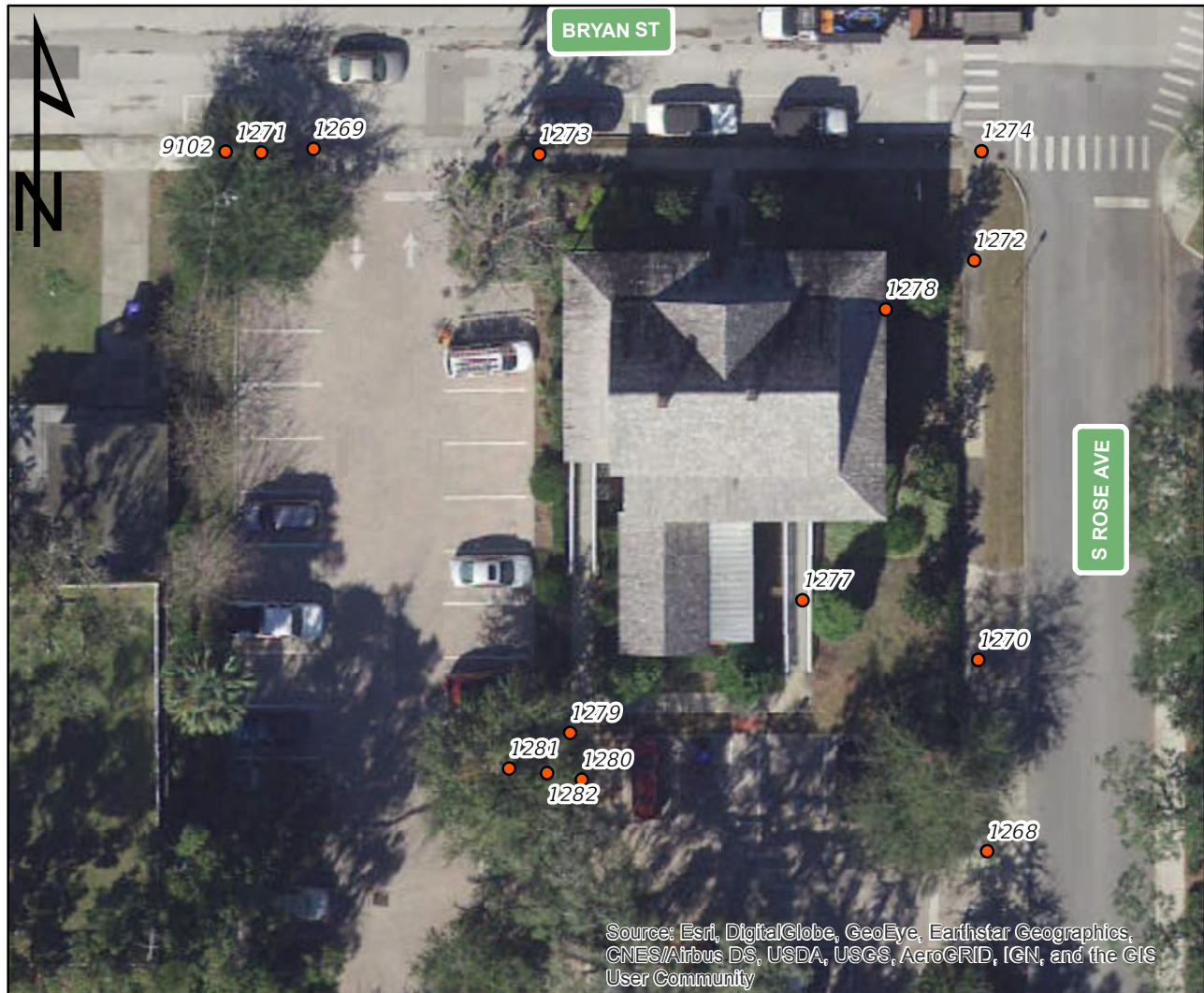
OBJECTID	ADA Deficiency	GENERAL NOTES
1284	VERTICAL ALIGNMENT: 3/8"	
1285	DETECTABLE WARNING SURFACE: Not present	
1286	RUNNING SLOPE: 0.1	
1287	VERTICAL ALIGNMENT: 3/4"	
1288	VERTICAL ALIGNMENT: 3/8"	
1289	DETECTABLE WARNING SURFACE: Not present	
1290	VERTICAL ALIGNMENT: 5/8"	
1291	CROSS SLOPE: 9%, VERTICAL ALIGNMENT: 1/2", HORIZONTAL OPENINGS: Gaps Greater than 1/2"	Minor edge spalling causing vertical alignment and horizontal opening deficiencies
1292	VERTICAL ALIGNMENT: 3/8"	
1293	VERTICAL ALIGNMENT: 5/8"	

Civic Center, 201 E Dakin Avenue



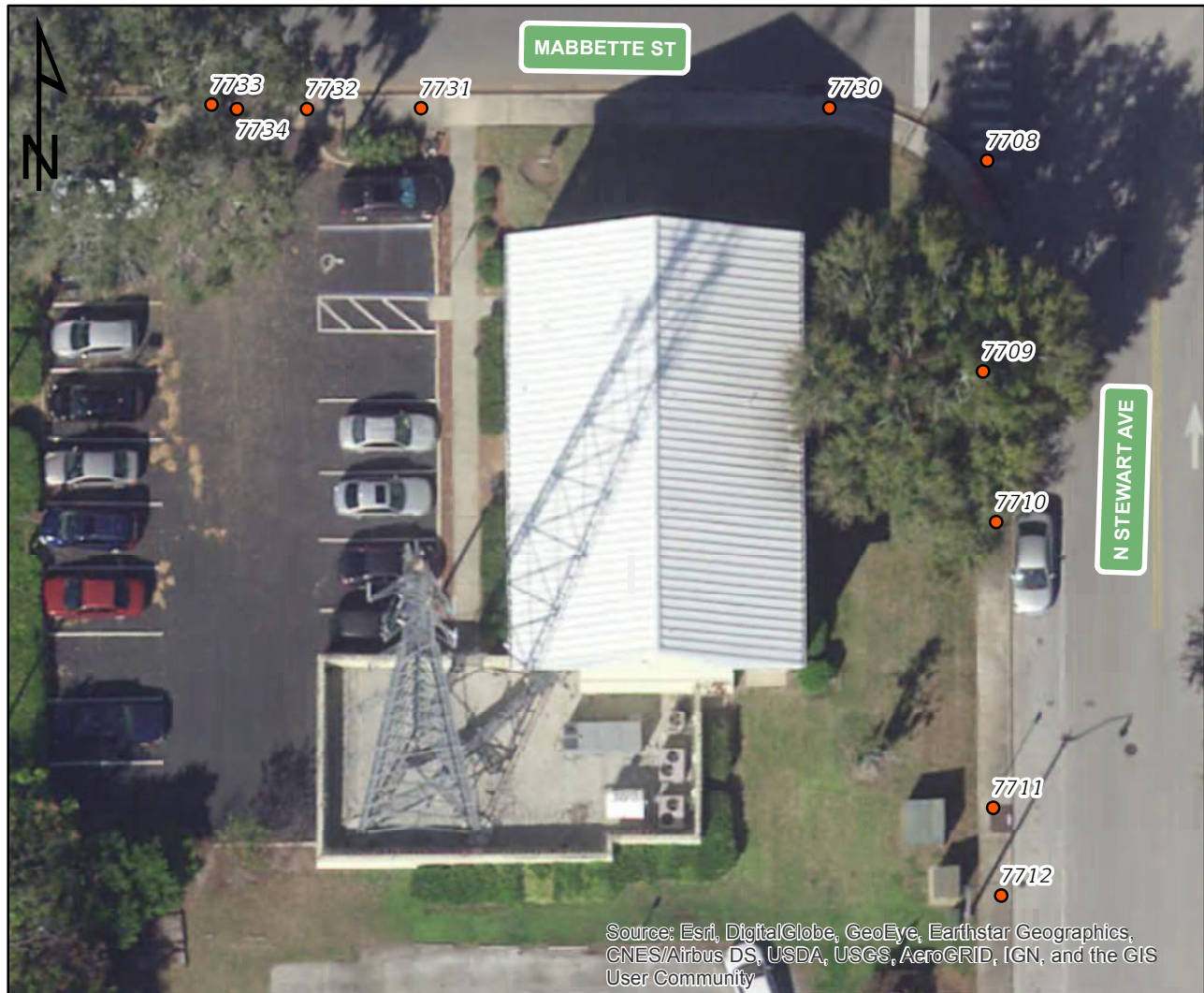
OBJECTID	ADA Deficiency	GENERAL NOTES
1211	CONTINUOUS WIDTH: 42"	Post in middle of PAR limits width
1212	DETECTABLE WARNING SURFACE: Not full width	
1221	CONTINUOUS WIDTH: 42"	Handrails reduce width to less than 48"
1223	DETECTABLE WARNING SURFACE: Not full width	
1229	VERTICAL ALIGNMENT: 5/8"	
1234	DETECTABLE WARNING SURFACE: Not full width	
1237	RUNNING SLOPE: 0.12	
1238	VERTICAL ALIGNMENT: 1"	Damaged timber plank
1240	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	Rotted timber planks create horizontal openings.
1241	VERTICAL ALIGNMENT: 3/4"	
1242	VERTICAL ALIGNMENT: 5/8"	
1243	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1244	VERTICAL ALIGNMENT: 3/4"	
1245	VERTICAL ALIGNMENT: 3/8"	
1246	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1247	VERTICAL ALIGNMENT: 3/8"	
1248	VERTICAL ALIGNMENT: 1/2"	
1249	DETECTABLE WARNING SURFACE: Not present	
1250	DETECTABLE WARNING SURFACE: DWS not within sidewalk limits	
1251	VERTICAL ALIGNMENT: 3/8"	
1252	VERTICAL ALIGNMENT: 1/2"	
1253	VERTICAL ALIGNMENT: 1/2"	
1254	DETECTABLE WARNING SURFACE: Not present	
1255	DETECTABLE WARNING SURFACE: Not present	
1257	SURFACES: Non-compliant	1" deep spall
1258	VERTICAL ALIGNMENT: 1/2"	
1259	VERTICAL ALIGNMENT: 1/2"	
1260	VERTICAL ALIGNMENT: 1/2"	
1261	DETECTABLE WARNING SURFACE: Not present	
1262	VERTICAL ALIGNMENT: 1/2"	
1263	DETECTABLE WARNING SURFACE: Not present	
1264	VERTICAL ALIGNMENT: 3/8"	
1265	CROSS SLOPE: 10%,DETECTABLE WARNING SURFACE: Not present	

Community Redevelopment Authority, 804 W Bryan Street



OBJECTID	ADA Deficiency	GENERAL NOTES
1268	DETECTABLE WARNING SURFACE: Not full width	
	VERTICAL ALIGNMENT: 1/2",DETECTABLE WARNING	
1269	SURFACE: Not full width	
1270	SURFACES: Non-compliant	7/8" deep spall
1271	VERTICAL ALIGNMENT: 3/8"	
1272	VERTICAL ALIGNMENT: 1/2"	
	VERTICAL ALIGNMENT: 3/4",DETECTABLE WARNING	
1273	SURFACE: Not full width	
	TURNING SPACE: Not provided,RUNNING SLOPE:	
1274	0.12,DETECTABLE WARNING SURFACE: Not present	
1277	SEE GENERAL NOTES	Handrails reduce width to less than 48"
1278	DROP OFF HAZARD: Present	
1279	VERTICAL ALIGNMENT: 3/4"	
1280	VERTICAL ALIGNMENT: 3/4"	
1281	CROSS SLOPE: 0.07,VERTICAL ALIGNMENT: 3/4"	
1282	CROSS SLOPE: 0.07,VERTICAL ALIGNMENT: 3/4"	
9102	VERTICAL ALIGNMENT: 3/8"	

Communications Center, 400 W Mabbette St



OBJECTID	ADA Deficiency	GENERAL NOTES
7708	CROSS SLOPE: 5.6%,TURNING SPACE: Not provided,DETECTABLE WARNING SURFACE: Not Full Width	
7709	VERTICAL ALIGNMENT: 5/8",HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7710	VERTICAL ALIGNMENT: 3/8"	
7711	VERTICAL ALIGNMENT: Greater than or equal to 1",HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7712	SURFACES: Non-compliant,VERTICAL ALIGNMENT: 1/2",HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7730	VERTICAL ALIGNMENT: 1/2",HORIZONTAL OPENINGS: Parallel Openings	
7731	VERTICAL ALIGNMENT: 5/8",HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
7732	VERTICAL ALIGNMENT: Greater than or equal to 1",DETECTABLE WARNING SURFACE: Not present	
7733	VERTICAL ALIGNMENT: Greater than or equal to 1",HORIZONTAL OPENINGS: Gaps Greater than 1/2",DETECTABLE WARNING SURFACE: Not present	
7734	CROSS SLOPE: 11.4%,SURFACES: Non-compliant,VERTICAL ALIGNMENT: Greater than or equal to 1",HORIZONTAL OPENINGS: Gaps Greater than 1/2"	

Berlinsky Community Park, 300 E Monument Avenue



OBJECTID	ADA Deficiency	GENERAL NOTES
5	HORIZONTAL OPENINGS: Parallel Openings,DROP OFF HAZARD: Present	
6	DROP OFF HAZARD: Present	
7	HORIZONTAL OPENINGS: Parallel Openings	
8	HORIZONTAL OPENINGS: Parallel Openings	
9	HORIZONTAL OPENINGS: Parallel Openings	
10	DETECTABLE WARNING SURFACE: Not full width	
11	VERTICAL ALIGNMENT: 1/2"	
12	VERTICAL ALIGNMENT: 1/2"	
1011	VERTICAL ALIGNMENT: 3/4"	
1012	VERTICAL ALIGNMENT: 3/4"	
1013	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1015	VERTICAL ALIGNMENT: 1"	
1016	VERTICAL ALIGNMENT: 1/2"	
1017	DETECTABLE WARNING SURFACE: Not full width	
1018	VERTICAL ALIGNMENT: 1/2"	
1019	VERTICAL ALIGNMENT: 1"	
1020	VERTICAL ALIGNMENT: 3/4"	
1021	DETECTABLE WARNING SURFACE: Not full width	
1023	VERTICAL ALIGNMENT: 3/4"	
1024	DETECTABLE WARNING SURFACE: Not full width	
1025	VERTICAL ALIGNMENT: 3/8"	
1026	HORIZONTAL OPENINGS: Gaps Greater than 1/2"	
1027	SURFACES: Non-compliant	Loose bricks along border approx. 20'
1028	DETECTABLE WARNING SURFACE: Not full width	
1029	CONTINUOUS WIDTH: 42"	
1030	DETECTABLE WARNING SURFACE: Not full width	
1031	DETECTABLE WARNING SURFACE: Not full width	Brick pattern DWS Drop off hazard
1032	DROP OFF HAZARD: Present	
1033	HORIZONTAL OPENINGS: Parallel Openings	
1034	DROP OFF HAZARD: Present	
1035	DROP OFF HAZARD: Present	
1036	HORIZONTAL OPENINGS: Parallel Openings	
1037	HORIZONTAL OPENINGS: Parallel Openings	
1038	DROP OFF HAZARD: Present	
1039	CONTINUOUS WIDTH: 42"	
1041	VERTICAL ALIGNMENT: 3/4"	
1045	HORIZONTAL OPENINGS: Parallel Openings	
1047	VERTICAL ALIGNMENT: 1/2"	
1049	VERTICAL ALIGNMENT: 7/8"	
1050	VERTICAL ALIGNMENT: 7/8"	
1052	VERTICAL ALIGNMENT: 1/2"	
1054	VERTICAL ALIGNMENT: 1/2"	
1056	VERTICAL ALIGNMENT: 1/4"	
1057	SURFACES: Non-compliant	Loose bricks along border approx. 3'
1058	VERTICAL ALIGNMENT: 3/8"	
1059	VERTICAL ALIGNMENT: 3/8"	
1060	VERTICAL ALIGNMENT: 3/4"	
1062	SURFACES: Non-compliant	Loose bricks along border approx. 3'
1066	SURFACES: Non-compliant	Loose bricks along border approx. 1'
1067	VERTICAL ALIGNMENT: 1/2"	

Lakefront Park, 201 Lakeview Drive



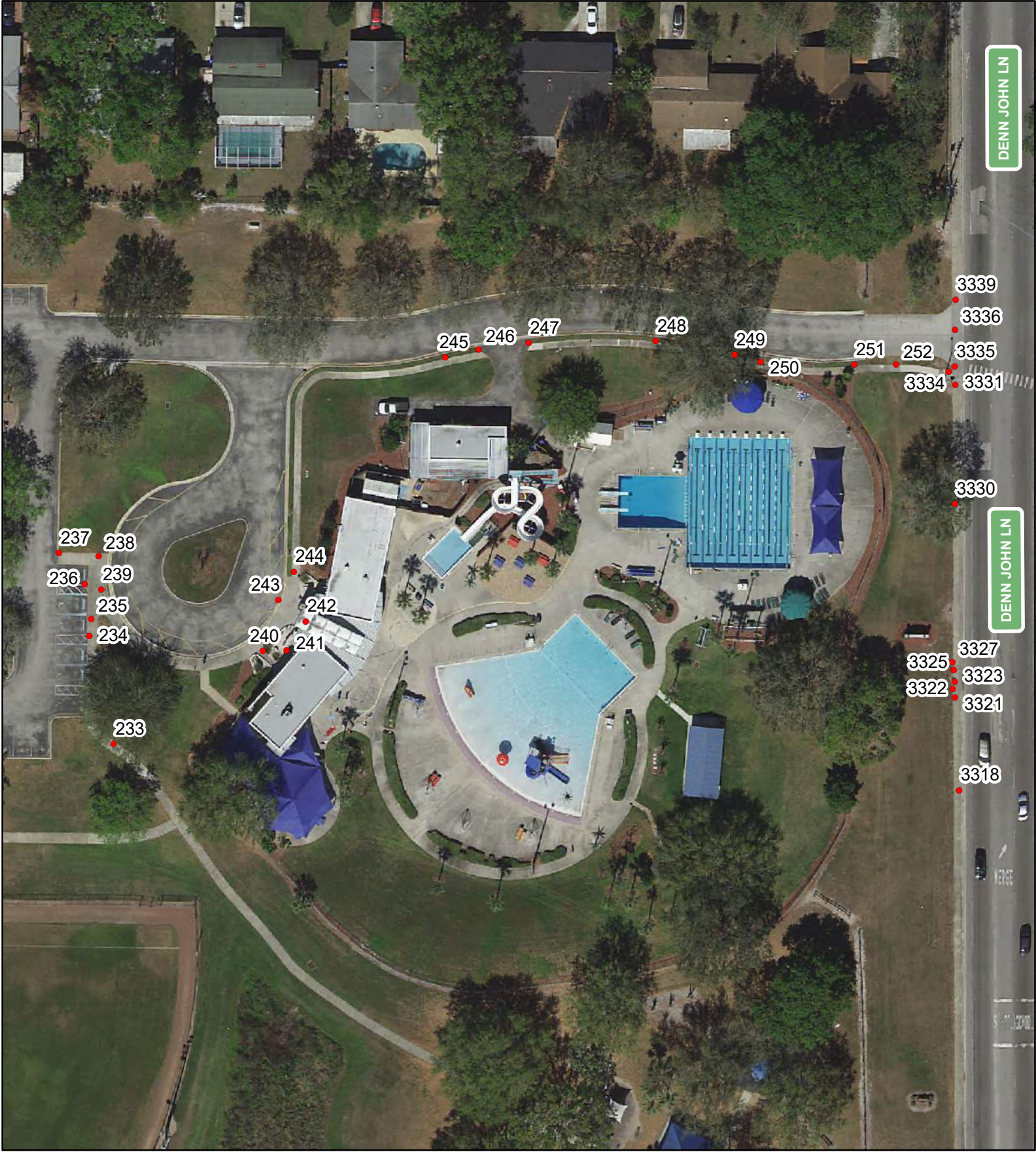
OBJECTID	ADA Deficiency	GENERAL NOTES
1069	DROP OFF HAZARD: Present	
1070	HORIZONTAL OPENINGS: Parallel Openings	
1071	VERTICAL ALIGNMENT: 1/2"	
1072	DROP OFF HAZARD: Present	
1087	HORIZONTAL OPENINGS: Parallel Openings	
1088	DROP OFF HAZARD: Present	
1089	HORIZONTAL OPENINGS: Parallel Openings	
1090	DROP OFF HAZARD: Present	
1091	VERTICAL ALIGNMENT: 5/8"	
1092	HORIZONTAL OPENINGS: Parallel Openings	
1093	DROP OFF HAZARD: Present	
1094	VERTICAL ALIGNMENT: 1/2"	
1095	HORIZONTAL OPENINGS: Parallel Openings	
1096	DROP OFF HAZARD: Present	
1097	HORIZONTAL OPENINGS: Parallel Openings	
1098	DROP OFF HAZARD: Present	
1099	HORIZONTAL OPENINGS: Parallel Openings	
1100	DROP OFF HAZARD: Present	
1101	VERTICAL ALIGNMENT: 1/2"	
1103	VERTICAL ALIGNMENT: 3/8"	
1104	VERTICAL ALIGNMENT: 3/8"	
1105	SURFACES: Non-compliant	Loose bricks along border approx. 3'
1106	VERTICAL ALIGNMENT: 3/4"	
1107	VERTICAL ALIGNMENT: 3/8"	
1108	CONTINUOUS WIDTH: 42"	
1111	VERTICAL ALIGNMENT: 3/8"	
1112	CONTINUOUS WIDTH: 42"	
1113	VERTICAL ALIGNMENT: 1/2"	
1114	VERTICAL ALIGNMENT: 1"	
1115	VERTICAL ALIGNMENT: 1/2"	
1116	VERTICAL ALIGNMENT: 1"	
1117	VERTICAL ALIGNMENT: 3/8"	
1118	VERTICAL ALIGNMENT: 3/8"	
1119	VERTICAL ALIGNMENT: 1/2"	
1120	VERTICAL ALIGNMENT: 1/2"	
1121	VERTICAL ALIGNMENT: 3/8"	
1122	VERTICAL ALIGNMENT: 3/8"	
1123	HORIZONTAL OPENINGS: Parallel Openings	
1124	VERTICAL ALIGNMENT: 1"	
1125	DROP OFF HAZARD: Present	
1126	HORIZONTAL OPENINGS: Parallel Openings	

Big Toho Marina, 69 Lakeview Drive



OBJECTID	ADA Deficiency	GENERAL NOTES
1128	VERTICAL ALIGNMENT: 3/4"	
1129	SEE GENERAL NOTES	No ramp provided for access to pier
3290	VERTICAL ALIGNMENT: 3/4"	

Bob Makinson Aquatic Center, 2204 Denn John Ln



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
233	VERTICAL ALIGNMENT: Greater than 1"	Spall
234	DETECTABLE WARNING SURFACE: Not Present	
235	CROSS SLOPE: 5%	
236	COMPLIANCE: Non-Compliant	No curb ramp allowing access to facility.
237	DETECTABLE WARNING SURFACE: Not Present	
238	CROSS SLOPE: 4%	
239	TURNING SPACE: Not Provided	
240	CONTINUOUS WIDTH: 36"	
241	CONTINUOUS WIDTH: 43"	
242	TURNING SPACE: Not Provided	
243	DETECTABLE WARNING SURFACE: Not Present	
244	CONTINUOUS WIDTH: 39"	
245	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	Spall
246	VERTICAL ALIGNMENT: 5/8", DETECTABLE WARNING SURFACE: Not Present	
247	VERTICAL ALIGNMENT: 1/2", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2", DETECTABLE WARNING SURFACE: Not Present	
248	VERTICAL ALIGNMENT: 3/8"	
249	CROSS SLOPE: 4%, VERTICAL ALIGNMENT: 7/8"	
250	VERTICAL ALIGNMENT: 1/2"	
251	VERTICAL ALIGNMENT: 1/2"	
252	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
3318	VERTICAL ALIGNMENT: 1/4"	
3321	VERTICAL ALIGNMENT: 1/4"	
3322	VERTICAL ALIGNMENT: 3/8"	
3323	VERTICAL ALIGNMENT: Greater than 1", RUNNING SLOPE: 10%	
3325	VERTICAL ALIGNMENT: 1/2"	
3327	VERTICAL ALIGNMENT: 1/4"	
3330	VERTICAL ALIGNMENT: 1/4"	
3331	DETECTABLE WARNING SURFACE: Poor Placement	
3334	VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
3335	CROSS SLOPE: 7%, RUNNING SLOPE: 11%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
3336	CROSS SLOPE: 10%	
3339	CROSS SLOPE: 12%, DETECTABLE WARNING SURFACE: Not Present	

Cornelius Chambers Neighborhood Park and Community Center, 2380 Smith St



Source: County of Osceola

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
182	CROSS SLOPE: 5%	
183	CONTINUOUS WIDTH: 40", VERTICAL ALIGNMENT: 1/2", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
184	GRADE: 10%	
185	VERTICAL ALIGNMENT: 1/2"	
186	DETECTABLE WARNING SURFACE: Not Present	
187	SURFACES: Not Compliant, HORIZONTAL OPENINGS: Parallel Openings	
188	VERTICAL ALIGNMENT: Greater than 1"	
189	VERTICAL ALIGNMENT: 1/2", HORIZONTAL OPENINGS: Parallel Openings	Spall
190	VERTICAL ALIGNMENT: 3/4"	
191	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
192	GRADE: 19%, VERTICAL ALIGNMENT: 1/2"	
193	CROSS SLOPE: 4%	
194	VERTICAL ALIGNMENT: 1/2"	Spall
195	VERTICAL ALIGNMENT: Greater than 1"	Spall
196	DETECTABLE WARNING SURFACE: Not Present	
197	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 5/8"	Spall
198	VERTICAL ALIGNMENT: Greater than 1"	
199	VERTICAL ALIGNMENT: Greater than 1"	Spall
200	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	Sidewalk ends
201	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/8"	

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
202	VERTICAL ALIGNMENT: 3/8"	Spall
203	DETECTABLE WARNING SURFACE: Not Present	
204	DETECTABLE WARNING SURFACE: Not Present	
205	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/4"	
207	VERTICAL ALIGNMENT: 3/8"	
208	CROSS SLOPE: 7%	
209	VERTICAL ALIGNMENT: 1/2"	
210	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
211	VERTICAL ALIGNMENT: 5/8", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
212	VERTICAL ALIGNMENT: 1/2"	
213	VERTICAL ALIGNMENT: Greater than 1"	Spall
214	VERTICAL ALIGNMENT: 7/8"	Spall
215	VERTICAL ALIGNMENT: 7/8"	Spall
216	VERTICAL ALIGNMENT: 1/2"	
217	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
218	CROSS SLOPE: 8%	
219	VERTICAL ALIGNMENT: 3/8"	
220	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2", DETECTABLE WARNING SURFACE: Not Present	
221	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 5/8", HORIZONTAL OPENINGS: Parallel Openings	Length of basketball court
222	VERTICAL ALIGNMENT: Greater than 1"	Spall

Denn John Middle School, 2001 Denn John Ln



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
269		Middle school. Area under construction.
3275	VERTICAL ALIGNMENT: 3/8"	
3276	VERTICAL ALIGNMENT: 3/8"	
3277	VERTICAL ALIGNMENT: 3/8"	
3278	VERTICAL ALIGNMENT: 5/8"	
3279	CROSS SLOPE: 9%	40' long area of fractures with bad cross slope
3280	VERTICAL ALIGNMENT: 3/8"	
3281	VERTICAL ALIGNMENT: 3/4"	
3282	DETECTABLE WARNING SURFACE: Poor Placement	
3283	VERTICAL ALIGNMENT: 1/4"	
3284	DETECTABLE WARNING SURFACE: Not Present	
3285	DETECTABLE WARNING SURFACE: Not Present	
3286	DETECTABLE WARNING SURFACE: Poor Placement	
3287	CONTINUOUS WIDTH: 39", VERTICAL ALIGNMENT: Greater than 1"	
3288	VERTICAL ALIGNMENT: 3/8"	
3299	DETECTABLE WARNING SURFACE: Poor Placement	
3302	CROSS SLOPE: 5%, VERTICAL ALIGNMENT: 3/4"	
3304	CROSS SLOPE: 14%, VERTICAL ALIGNMENT: 3/4"	

Denn John Softball Complex, 2032 Denn John Ln



Source: County of Osceola

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
223	DETECTABLE WARNING SURFACE: Not Present	
224	CROSS SLOPE: 4%	
225	VERTICAL ALIGNMENT: Greater than 1"	Spall
226	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2"	
227	VERTICAL ALIGNMENT: 1/2"	
228	CONTINUOUS WIDTH: 31", HORIZONTAL OPENINGS: Parallel Openings	
229	CROSS SLOPE: 5%, SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/4"	
230	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
231	VERTICAL ALIGNMENT: 1/2"	

Fire Station 12, 1403 Denn John Ln



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
12	CROSS SLOPE: 4%, DETECTABLE WARNING SURFACE: Not Present	
13	CONTINUOUS WIDTH: 36", CROSS SLOPE: 8%, DETECTABLE WARNING SURFACE: Not Present	
14	VERTICAL ALIGNMENT: Greater than 1", DETECTABLE WARNING SURFACE: Not Present	
15	VERTICAL ALIGNMENT: 1/2"	
16	RUNNING SLOPE: 26%, DETECTABLE WARNING SURFACE: Not Present	
3046	CROSS SLOPE: 3%	
3047	VERTICAL ALIGNMENT: 1/4"	
3048	RUNNING SLOPE: 9%, DETECTABLE WARNING SURFACE: Tactile Surface is Worn	
3049	FLARED SIDES: 12%	
3050	FLARED SIDES: 15%	
3051	CROSS SLOPE: 11%	
3052	VERTICAL ALIGNMENT: 3/8"	
3053	VERTICAL ALIGNMENT: 3/8"	
3054	DROP OFF HAZARD: Present	
3055	VERTICAL ALIGNMENT: 3/8"	
3056	DETECTABLE WARNING SURFACE: Not Present	
3057	VERTICAL ALIGNMENT: 7/8"	
3058	CROSS SLOPE: 10%, RUNNING SLOPE: 18%, GRADE BREAK: Not Perpendicular	
3059	SURFACES: Not Compliant	
3060	VERTICAL ALIGNMENT: 1/4"	
3061	VERTICAL ALIGNMENT: 1/4"	
3062	VERTICAL ALIGNMENT: 1/2"	
3063	CROSS SLOPE: 10%, RUNNING SLOPE: 14%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
3064	VERTICAL ALIGNMENT: 3/4"	4" x 4" corner spall
3065	VERTICAL ALIGNMENT: 5/8"	
3066	VERTICAL ALIGNMENT: Greater than 1"	
3067	VERTICAL ALIGNMENT: 1/4"	
3068	CROSS SLOPE: 12%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
3069	VERTICAL ALIGNMENT: 1/4"	
3070	CROSS SLOPE: 6%	
3071	CROSS SLOPE: 10%, RUNNING SLOPE: 12%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
3072	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
3073	VERTICAL ALIGNMENT: 3/4"	Full width edge spall x 3" long
3074	VERTICAL ALIGNMENT: 1/4"	

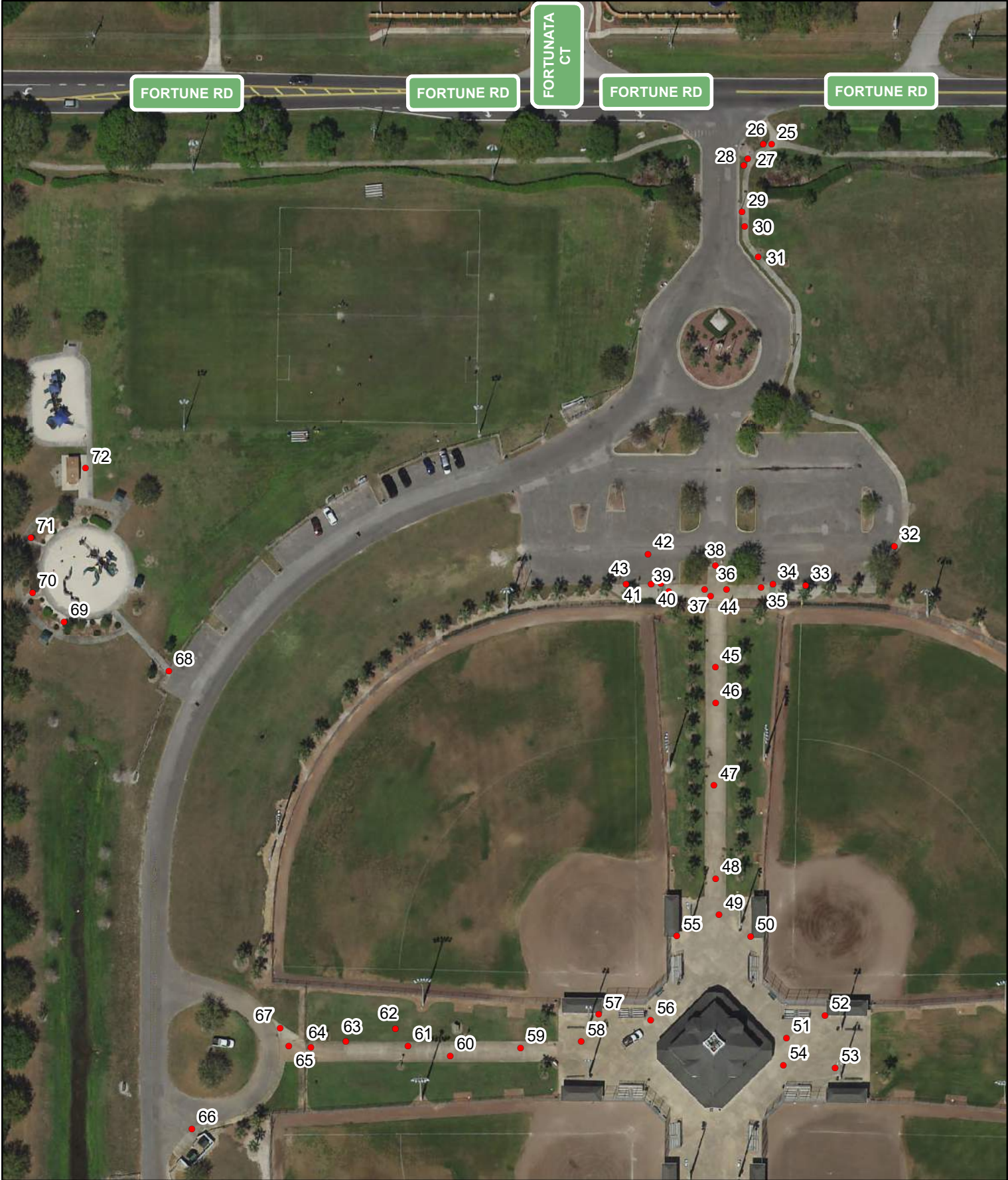
Source: County of Osceola

Fire Station 14, 1101 Regatta Bay Blvd



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
1	DETECTABLE WARNING SURFACE: Not Full Width, Tactile Surface is Worn	
2	DETECTABLE WARNING SURFACE: Tactile Surface is Worn, Not Full Width	
3	CONTINUOUS WIDTH: 42"	
4	VERTICAL ALIGNMENT: 1/2"	
5	DETECTABLE WARNING SURFACE: Tactile Surface is Worn	
6	VERTICAL ALIGNMENT: 1/2"	
7	COMPLIANCE: Non-Compliant	No curb ramp allowing access to facility.
8	GRADE: 6%, CROSS SLOPE: 4%	
9	COMPLIANCE: Non-Compliant	No sidewalk connectivity for approx. 30ft.
10	COMPLIANCE: Non-Compliant	No curb ramp allowing access to facility.
11	CONTINUOUS WIDTH: 47", DETECTABLE WARNING SURFACE: Not Present	

Fortune Road Athletic Complex, 2500 Fortune Rd



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
25	VERTICAL ALIGNMENT: 3/8"	
26	VERTICAL ALIGNMENT: 1/2"	
27	VERTICAL ALIGNMENT: 1/2"	
28	VERTICAL ALIGNMENT: 5/8"	
29	VERTICAL ALIGNMENT: 3/8"	
30	CROSS SLOPE: 4%, VERTICAL ALIGNMENT: 3/8"	
31	VERTICAL ALIGNMENT: 5/8"	
32	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 5/8"	
33	FLARED SIDES: 13% Right, DETECTABLE WARNING SURFACE: Tactile Surface is Worn	
34	FLARED SIDES: 11% Left	
35	VERTICAL ALIGNMENT: 5/8"	
36	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
37	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
38	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
39	VERTICAL ALIGNMENT: 5/8"	Spall
40	DETECTABLE WARNING SURFACE: Tactile Surface is Worn	
41	VERTICAL ALIGNMENT: 1/2"	
42	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
43	DETECTABLE WARNING SURFACE: Tactile Surface is Worn	
44	VERTICAL ALIGNMENT: 1/2"	
45	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
46	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
47	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
48	VERTICAL ALIGNMENT: 5/8", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
49	HORIZONTAL OPENINGS: Parallel Openings	Open joint throughout plaza area
50	VERTICAL ALIGNMENT: 3/4"	
51	VERTICAL ALIGNMENT: 3/4"	Spall
52	VERTICAL ALIGNMENT: 5/8"	
53	VERTICAL ALIGNMENT: 1/2"	
54	HORIZONTAL OPENINGS: Parallel Openings	Throughcut plaza area
55	VERTICAL ALIGNMENT: 5/8"	
56	VERTICAL ALIGNMENT: 3/8"	
57	VERTICAL ALIGNMENT: 1/2"	
58	HORIZONTAL OPENINGS: Parallel Openings	Throughcut plaza area.
59	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
60	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
61	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 5/8"	
62	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
63	VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	Spall
64	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
65	VERTICAL ALIGNMENT: 3/4"	
66	CROSS SLOPE: 11%, DETECTABLE WARNING SURFACE: Not Present	
67	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
68	DETECTABLE WARNING SURFACE: Not Present	
69	CONTINUOUS WIDTH: 45"	
70	CONTINUOUS WIDTH: 45", SURFACES: Not Compliant	
71	VERTICAL ALIGNMENT: 3/4"	
72	GRADE: 11%, HORIZONTAL OPENINGS: Parallel Openings	

Mark E. Durbin Community Park at Lakeside, 2253 Lakeside Dr



Source: County of Osceola

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
77	VERTICAL ALIGNMENT: 3/4"	Spalls
78	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 5/8"	Spalls
79	VERTICAL ALIGNMENT: 5/8"	Spall
80	VERTICAL ALIGNMENT: 1/2"	
81	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2"	Spall
82	VERTICAL ALIGNMENT: 1/2"	
83	VERTICAL ALIGNMENT: 1/2"	
84	VERTICAL ALIGNMENT: 3/4"	Spall
85	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	Joint openings at random locations throughout over 1/2in wide.
86	VERTICAL ALIGNMENT: 5/8"	Spall
87	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
88	VERTICAL ALIGNMENT: 3/4", DETECTABLE WARNING SURFACE: Not Present	
89	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
90	VERTICAL ALIGNMENT: 3/4"	Spall
91	VERTICAL ALIGNMENT: 1/2"	
92	VERTICAL ALIGNMENT: 1/2"	Spall
93	VERTICAL ALIGNMENT: 3/4"	Spall
94	VERTICAL ALIGNMENT: 3/4"	Spall
95	VERTICAL ALIGNMENT: 3/4"	Spall
96	VERTICAL ALIGNMENT: Greater than 1"	Spall
97	VERTICAL ALIGNMENT: Greater than 1"	Spalls
98	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	Joint openings at random locations throughout over 1/2in wide.
99	VERTICAL ALIGNMENT: Greater than 1"	Spalls
100	VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
101	VERTICAL ALIGNMENT: 1/2"	
102	VERTICAL ALIGNMENT: Greater than 1"	2 locations
103	GRADE: 7%, VERTICAL ALIGNMENT: 1/2"	Spall
104	VERTICAL ALIGNMENT: 3/8"	
105	VERTICAL ALIGNMENT: 1/2"	Spalls
106	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
107	VERTICAL ALIGNMENT: 1/2"	
108	VERTICAL ALIGNMENT: 7/8", HORIZONTAL OPENINGS: Parallel Openings	Spall
109	VERTICAL ALIGNMENT: 3/4"	Spall
110	CROSS SLOPE: 3%, VERTICAL ALIGNMENT: Greater than 1"	
111	VERTICAL ALIGNMENT: 3/4"	15" long x 4" wide edge spall
112	VERTICAL ALIGNMENT: 1/2"	
113	VERTICAL ALIGNMENT: 3/8"	
114	VERTICAL ALIGNMENT: 3/8"	Spall
115	VERTICAL ALIGNMENT: Greater than 1", DETECTABLE WARNING SURFACE: Not Present	
116	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	Joint openings at random locations throughout over 1/2in wide.
117	VERTICAL ALIGNMENT: 3/4"	
118	VERTICAL ALIGNMENT: 3/4"	Remove Vegetation Overgrowth; 2 locations
119	CONTINUOUS WIDTH: 41"	
120	VERTICAL ALIGNMENT: 3/4"	Spall
121	VERTICAL ALIGNMENT: 3/4"	
122	CONTINUOUS WIDTH: 43", SURFACES: Not Compliant	
123	CONTINUOUS WIDTH: 39"	
124	VERTICAL ALIGNMENT: Greater than 1", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
125	CONTINUOUS WIDTH: 40"	
126	CONTINUOUS WIDTH: 17"	
127	CONTINUOUS WIDTH: 24", VERTICAL ALIGNMENT: Greater than 1"	Spall
128	CONTINUOUS WIDTH: 38", SURFACES: Not Compliant	
129	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/4", HORIZONTAL OPENINGS: Parallel Openings	
130	CONTINUOUS WIDTH: 31"	
131	CROSS SLOPE: 4%	
132	VERTICAL ALIGNMENT: 3/4"	Spall
133	CONTINUOUS WIDTH: 43", CROSS SLOPE: 5%	
134	CROSS SLOPE: 5%, SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1", HORIZONTAL OPENINGS: Parallel Openings	
135	GRADE: 6%	
138	VERTICAL ALIGNMENT: Greater than 1"	Spall
13704	VERTICAL ALIGNMENT: 3/4"	
13705	VERTICAL ALIGNMENT: 1/2"	
13706	VERTICAL ALIGNMENT: 3/4"	Spall
13707	VERTICAL ALIGNMENT: 5/8"	Spall
13708	VERTICAL ALIGNMENT: 1/2"	Spall
13709	VERTICAL ALIGNMENT: 3/4"	Spall
13710	VERTICAL ALIGNMENT: 1/2"	Spall
13711	VERTICAL ALIGNMENT: 3/4"	
13712	VERTICAL ALIGNMENT: 1/2"	Spall
13713	VERTICAL ALIGNMENT: 1/2"	
13714	VERTICAL ALIGNMENT: 1/2"	
13715	VERTICAL ALIGNMENT: 1/2"	
13716	VERTICAL ALIGNMENT: 1/2"	
13717	VERTICAL ALIGNMENT: 3/8"	

Mill Run Park, 1451 Mill Slough Rd

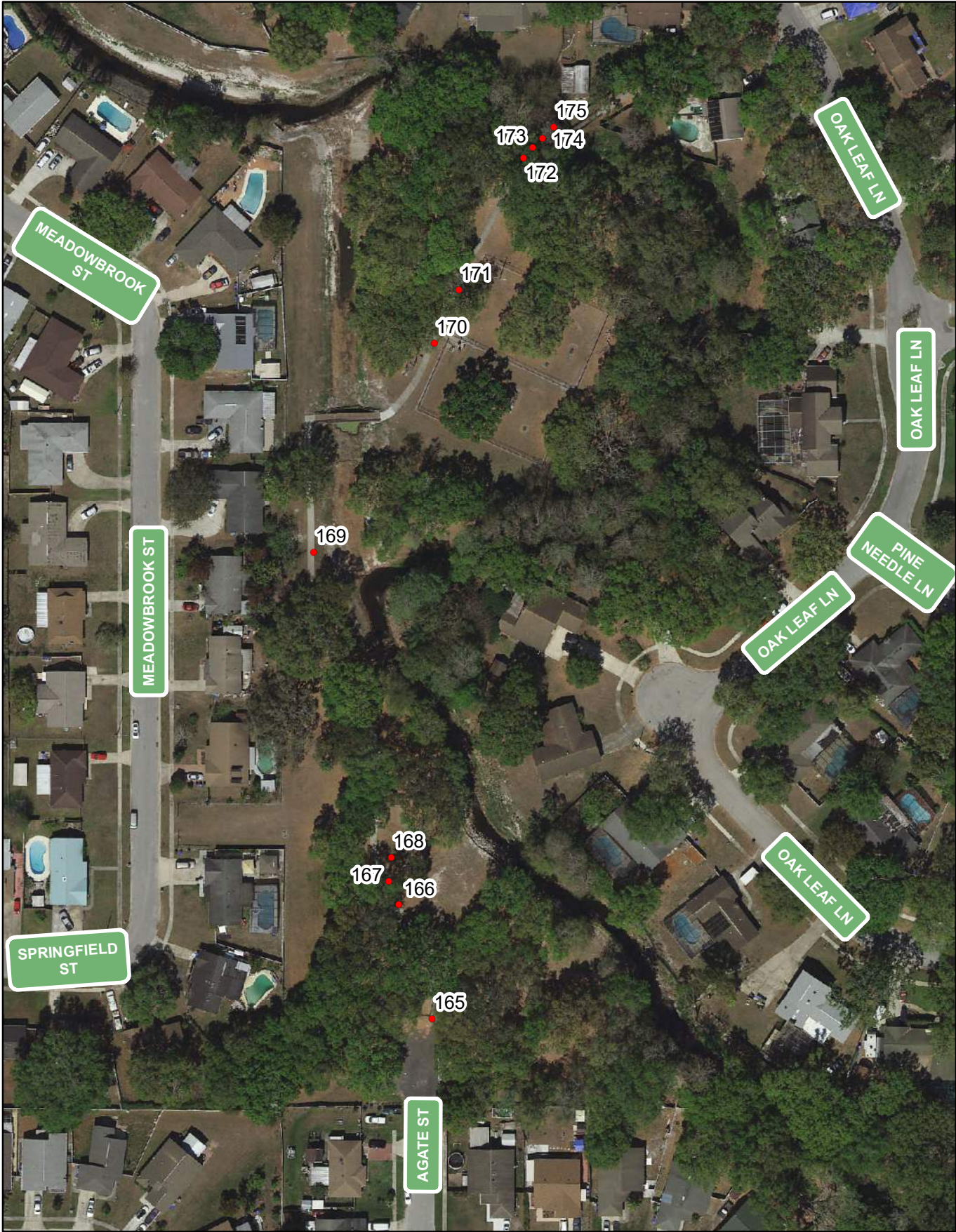


Source: County of Osceola

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
148	VERTICAL ALIGNMENT: 3/4"	Spall
149	VERTICAL ALIGNMENT: 3/8"	
150	VERTICAL ALIGNMENT: 1/2"	
151	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/4"	
152	VERTICAL ALIGNMENT: 3/8"	
153	GRADE: 54%, SURFACES: Not Compliant	
154	VERTICAL ALIGNMENT: 1/2"	
155	VERTICAL ALIGNMENT: 5/8", HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2", DETECTABLE WARNING SURFACE: Not Present	
156	VERTICAL ALIGNMENT: Greater than 1", DETECTABLE WARNING SURFACE: Not Present	
157	VERTICAL ALIGNMENT: 3/8"	
158	GRADE: 33%, VERTICAL ALIGNMENT: Greater than 1"	
159	VERTICAL ALIGNMENT: Greater than 1"	
160	VERTICAL ALIGNMENT: 7/8"	
161	VERTICAL ALIGNMENT: Greater than 1"	
162	VERTICAL ALIGNMENT: 3/4"	Spall
163	VERTICAL ALIGNMENT: 1/2"	
164	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
4893	CROSS SLOPE: 10%, SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/8", TURNING SPACE: Not Provided, DETECTABLE WARNING SURFACE: Not Present	
4894	VERTICAL ALIGNMENT: 1/2"	
4895	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
4896	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/8"	

OBJECTID	ADA DEFICIENCY	GENERAL NOTES
4897	RUNNING SLOPE: 11%, DETECTABLE WARNING SURFACE: Not Present	
4898	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1", RUNNING SLOPE: 11%, DETECTABLE WARNING SURFACE: Not Present	
4899	VERTICAL ALIGNMENT: 7/8"	Spalls
4900	VERTICAL ALIGNMENT: 1/2"	Spall
4901	VERTICAL ALIGNMENT: 1/2"	
4902	VERTICAL ALIGNMENT: 1/2"	Spall
4903	VERTICAL ALIGNMENT: 1/2", RUNNING SLOPE: 14%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
4904	VERTICAL ALIGNMENT: 1/2", RUNNING SLOPE: 12%, GRADE BREAK: Not Perpendicular, DETECTABLE WARNING SURFACE: Not Present	
5547	CONTINUOUS WIDTH: 36", CROSS SLOPE: 20%	
5549	CROSS SLOPE: 14%, VERTICAL ALIGNMENT: 3/8"	
5551	VERTICAL ALIGNMENT: 1/4"	
5552	VERTICAL ALIGNMENT: 1/2"	2" x 2" and 3" wide x 2" long spalls
5553	VERTICAL ALIGNMENT: 1/4"	
5554	VERTICAL ALIGNMENT: 1/2"	
5555	VERTICAL ALIGNMENT: 1/2"	Spall
5556	CROSS SLOPE: 7%, VERTICAL ALIGNMENT: 3/8"	
5557	VERTICAL ALIGNMENT: 1/2"	
5558	VERTICAL ALIGNMENT: 1/2"	
5559	VERTICAL ALIGNMENT: 3/8"	Spalling along cracks
5560	VERTICAL ALIGNMENT: 3/8"	

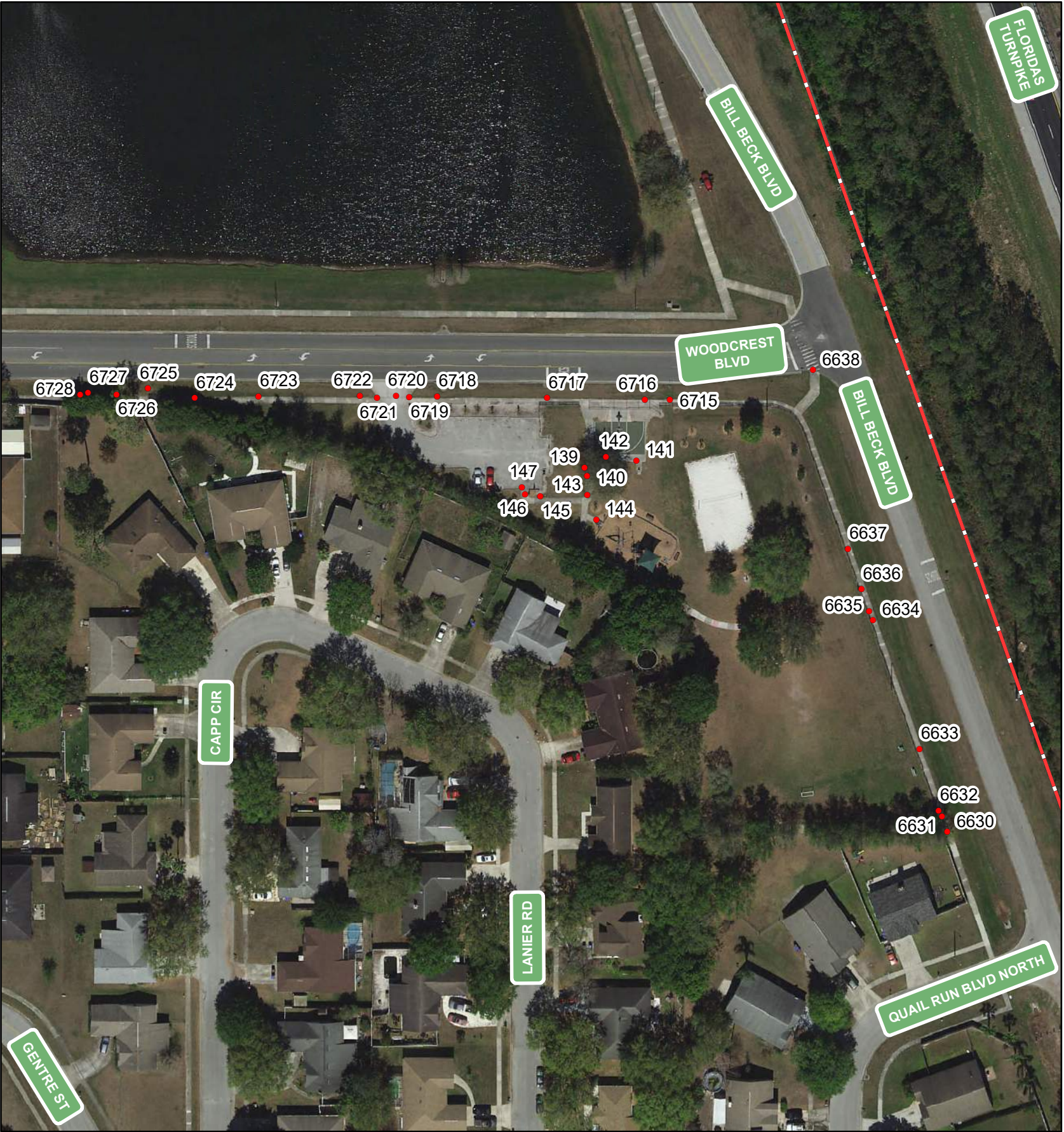
Mill Slough Park, 2138 Agate St



Source: County of Osceola

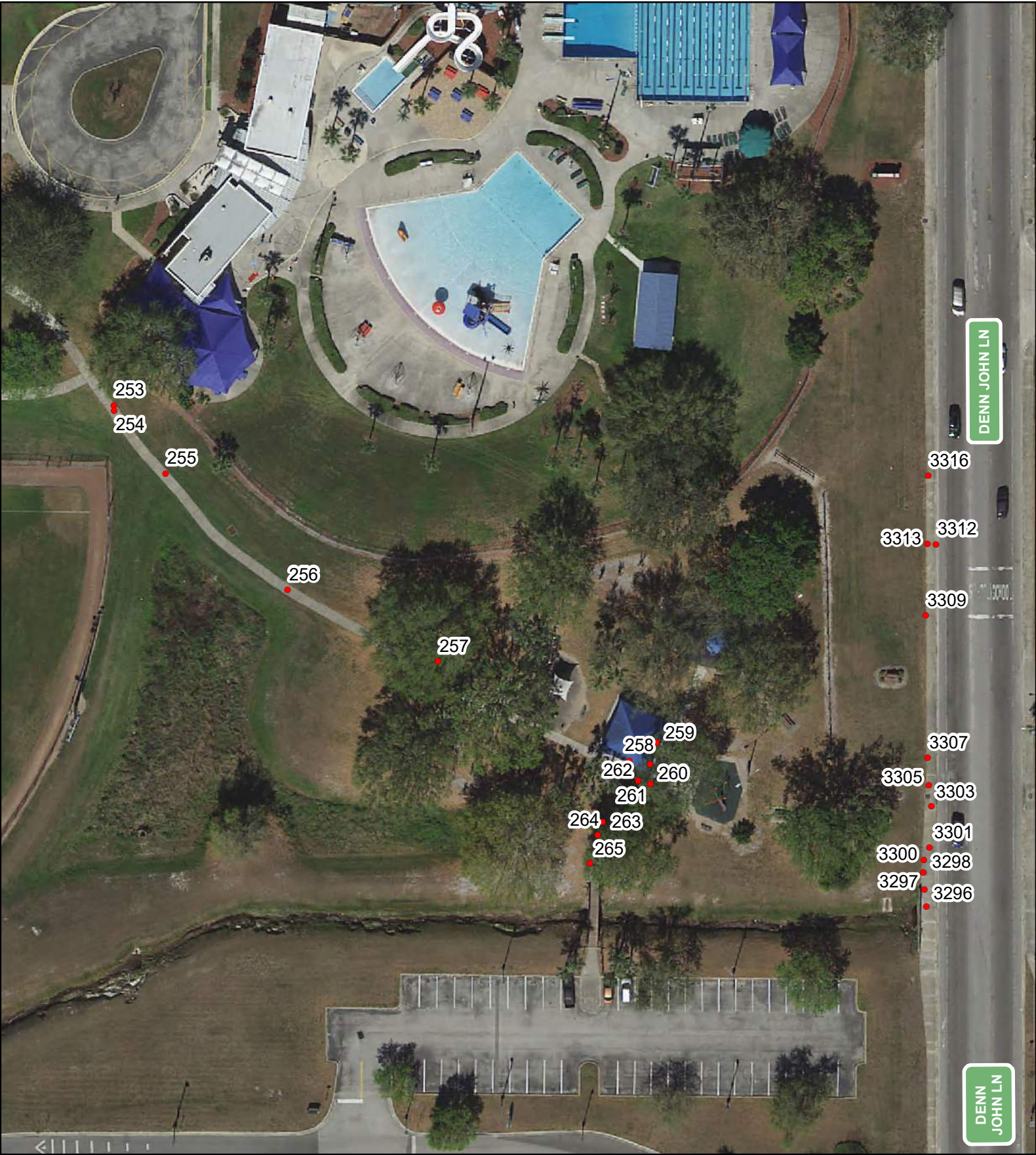
OBJECTID	ADA DEFICIENCY	GENERAL NOTES
165	VERTICAL ALIGNMENT: 7/8", GRADE BREAK: Yes, DETECTABLE WARNING SURFACE: Not Present	
166	CROSS SLOPE: 3%, VERTICAL ALIGNMENT: 1/2"	
167	CROSS SLOPE: 14%	
168	VERTICAL ALIGNMENT: 7/8"	Spall
169	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2"	
170	VERTICAL ALIGNMENT: 1/2"	
171	VERTICAL ALIGNMENT: 5/8"	
172	VERTICAL ALIGNMENT: Greater than 1"	
173	VERTICAL ALIGNMENT: 1/2"	
174	VERTICAL ALIGNMENT: 1/2"	
175	GRADE: 8%	Ped bridge

Quail Hollow Park, 1716 Woodcrest Blvd



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
139	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
140	CROSS SLOPE: 8%, VERTICAL ALIGNMENT: 3/4"	
141	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 3/8"	
142	VERTICAL ALIGNMENT: 5/8"	
143	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
144	CONTINUOUS WIDTH: 37", GRADE: 20%	
145	CROSS SLOPE: 6%	
146	HORIZONTAL OPENINGS: Horizontal gap Greater than 1/2"	
147	DETECTABLE WARNING SURFACE: Not Present	
6630	CROSS SLOPE: 8%, VERTICAL ALIGNMENT: 3/4"	Spalls
6631	CROSS SLOPE: 6%, VERTICAL ALIGNMENT: Greater than 1"	Spall
6632	VERTICAL ALIGNMENT: 3/8"	
6633	VERTICAL ALIGNMENT: 3/8"	
6634	VERTICAL ALIGNMENT: 1/2"	
6635	VERTICAL ALIGNMENT: 3/8"	
6636	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
6637	SURFACES: Not Compliant, VERTICAL ALIGNMENT: Greater than 1"	
6638	DETECTABLE WARNING SURFACE: Not Present	
6715	VERTICAL ALIGNMENT: 3/4"	
6716	VERTICAL ALIGNMENT: 1/2"	Spall
6717	VERTICAL ALIGNMENT: 3/4"	Spall
6718	VERTICAL ALIGNMENT: 3/8"	
6719	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	Spall
6720	VERTICAL ALIGNMENT: 7/8"	Spalls
6721	DETECTABLE WARNING SURFACE: Not Present	
6722	VERTICAL ALIGNMENT: 1/2"	
6723	VERTICAL ALIGNMENT: 1/2"	
6724	VERTICAL ALIGNMENT: 1/2"	
6725	VERTICAL ALIGNMENT: 1/2"	
6726	VERTICAL ALIGNMENT: 3/8"	
6727	CROSS SLOPE: 6%, VERTICAL ALIGNMENT: 1/2"	Spall
6728	CROSS SLOPE: 6%, VERTICAL ALIGNMENT: 3/4"	

Rainbow Park, 2204 Denn John Ln



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
253	VERTICAL ALIGNMENT: Greater than 1"	Spall
254	VERTICAL ALIGNMENT: 3/8"	Spalls
255	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2"	Spall
256	VERTICAL ALIGNMENT: 3/4"	Spall
257	GRADE: 6%, VERTICAL ALIGNMENT: 3/4"	
258	VERTICAL ALIGNMENT: 3/4"	
259	VERTICAL ALIGNMENT: 1/2"	
260	VERTICAL ALIGNMENT: 3/4"	
261	VERTICAL ALIGNMENT: 3/8"	
262	VERTICAL ALIGNMENT: 1/2"	
263	VERTICAL ALIGNMENT: 7/8"	
264	VERTICAL ALIGNMENT: 1/2"	
265	SURFACES: Not Compliant, VERTICAL ALIGNMENT: 1/2"	Spall
3296	VERTICAL ALIGNMENT: 1/2"	
3297	VERTICAL ALIGNMENT: 1/2"	
3298	VERTICAL ALIGNMENT: 1/2"	
3300	VERTICAL ALIGNMENT: 3/4"	6" wide x 2" long spalls along crack
3301	VERTICAL ALIGNMENT: 3/8"	
3303	VERTICAL ALIGNMENT: 3/8"	
3305	VERTICAL ALIGNMENT: 1/4", RUNNING SLOPE: 15%	
3307	VERTICAL ALIGNMENT: 1/2"	6" wide x 6" long spall
3309	VERTICAL ALIGNMENT: 1/4"	
3312	PASSING SPACE: Not Provided	
3313	VERTICAL ALIGNMENT: 3/8"	
3316	VERTICAL ALIGNMENT: 3/4"	4" long x 3" wide spall

Kissimmee Rose Hill Cemetery, 1615 Old Boggy Creek Rd



OBJECTID	ADA DEFICIENCY	GENERAL NOTES
17	DETECTABLE WARNING SURFACE: Not Present	
18	CONTINUOUS WIDTH: 36", VERTICAL ALIGNMENT: 3/8", TURNING SPACE: Not Provided, DETECTABLE WARNING SURFACE: Not Present	
19	CONTINUOUS WIDTH: 36", TURNING SPACE: Not Provided, DETECTABLE WARNING SURFACE: Not Present	
20	RUNNING SLOPE: 14%, FLARED SIDES: 19% & 23%, DETECTABLE WARNING SURFACE: Not Present	
21	GRADE: 8%, CROSS SLOPE: 6%	
22	GRADE: 9%	
23	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
23	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
24	GRADE: 8%, VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not Present	
3075	VERTICAL ALIGNMENT: 3/8"	
3076	VERTICAL ALIGNMENT: 1/4"	
3077	VERTICAL ALIGNMENT: 3/8"	
3078	CONTINUOUS WIDTH: 46"	
3079	VERTICAL ALIGNMENT: 3/8"	
3080	VERTICAL ALIGNMENT: 1/2", RUNNING SLOPE: 6%	
3081	VERTICAL ALIGNMENT: 1/2"	
3082	VERTICAL ALIGNMENT: 3/8"	
3083	VERTICAL ALIGNMENT: 1/4"	
3084	VERTICAL ALIGNMENT: 1/2"	
3085	VERTICAL ALIGNMENT: 1/4"	
3086	VERTICAL ALIGNMENT: 1/4"	
3087	VERTICAL ALIGNMENT: 1/4"	
3088	VERTICAL ALIGNMENT: 3/8"	
3089	VERTICAL ALIGNMENT: 3/4"	
3090	VERTICAL ALIGNMENT: 5/8"	
3091	VERTICAL ALIGNMENT: 5/8"	
3092	VERTICAL ALIGNMENT: 3/4"	
3093	VERTICAL ALIGNMENT: Greater than 1"	Remove Vegetation Overgrowth; 12" wide x 5" long spall middle
3144	VERTICAL ALIGNMENT: 3/8"	
3145	VERTICAL ALIGNMENT: 3/8"	
3146	VERTICAL ALIGNMENT: 3/8"	

Cost	CONTINUOUS WIDTH	PASSING SPACE	GRADE	CROSS SLOPE	SURFACES	VERTICAL ALIGNMENT
FDOT PAY ITEM	522-1	522-1	522-1	522-1	522-1	N/A
FDOT HISTORICAL COST	\$191.42	\$119.64	\$191.42	\$95.71	\$191.42	\$50.00
NOTES:	Assume 10 LF of sidewalk reconstruction	Assume 5' x 5' sidewalk reconstruction	Assume 10 LF of sidewalk reconstruction	Assume 5 LF of sidewalk reconstruction	Assume 10 LF of sidewalk reconstruction	Assume 1-hr field work plus equipment cost

HORIZONTAL OPENINGS	TURNING SPACE	RUNNING SLOPE	FLARED SIDES	BLENDED TRANSITIONS	GRADE BREAKS	DETECTABLE WARNING SURFACE	DROP-OFF HAZARD
N/A	522-1	522-2	522-2	522-2	522-1	527-2	515-1-2
\$50.00	\$76.57	\$423.75	\$423.75	\$423.75	\$191.42	\$284.40	\$236.70
Assume 5 LF of strip seal per location	Assume 4' x 4' sidewalk reconstruction	Assume 75 SF of 6" curb ramp reconstruction	Assume 75 SF of 6" curb ramp reconstruction	Assume 75 SF of 6" curb ramp reconstruction	Assume 10 LF of sidewalk reconstruction	Assume 10 SF per location	Assume 6 LF of handrail per location

FACILITY TYPE	CONTINUOUS WIDTH	PASSING SPACE	GRADE	CROSS SLOPE	SURFACES	VERTICAL ALIGNMENT	HORIZONTAL OPENINGS	TURNING SPACE	RUNNING SLOPE	FLARED SIDES	BLENDED TRANSITIONS	GRADE BREAKS	DETECTABLE WARNING SURFACE	DROP-OFF HAZARD	TOTAL COST
QUADRANT 1															
City Hall	4	0	0	1	2	19	6	4	1	1	0	0	15	0	\$7,914.01
Police Department	3	1	1	10	0	26	8	6	1	3	0	0	12	0	\$9,109.64
Fire Statin No. 11	0	0	0	1	0	7	1	0	1	0	0	0	2	0	\$1,488.26
Civic Center	2	0	0	1	1	16	3	0	1	0	0	0	10	0	\$4,887.72
Community Redevelopment Agency	0	0	0	2	1	9	0	1	1	0	0	0	4	1	\$2,707.46
Communications Center	0	0	0	2	2	9	7	1	0	0	0	0	3	0	\$2,304.03
Berlinsky Community Park	2	0	0	0	4	22	10	0	0	0	0	0	7	6	\$6,159.52
Lakefront Park	2	0	0	0	1	20	9	0	0	0	0	0	0	9	\$4,154.56
Big Toho Marina	0	0	0	0	0	2	0	0	0	0	0	0	0	0	\$100.00
Public Sidewalk	410	48	52	922	249	4468	2405	190	138	7	1	139	1359	10	\$1,065,626.74
QUADRANT 1 TOTALS:	423	49	53	939	260	4598	2449	202	143	11	1	139	1412	26	\$1,104,451.94
QUADRANT 2															
Bob Makinson Aquatic Center	3	0	0	6	2	17	3	2	2	0	0	1	8	0	\$7,352.92
Chambers Park & Community Center	1	0	2	4	6	26	9	0	0	0	0	0	5	0	\$7,166.19
Denn John Middle School	1	0	0	3	0	11	0	0	0	0	0	0	5	0	\$2,897.59
Denn John Softball Complex	1	0	0	2	3	6	2	0	0	0	0	0	1	0	\$2,370.28
Fire Station 12	1	0	0	9	2	18	0	0	5	2	0	4	9	0	\$10,643.17
Fire Station 14	2	0	1	1	0	2	0	0	0	0	0	0	4	0	\$2,161.81
Fortune Road Athletic Complex	2	0	1	2	3	26	16	0	0	2	0	0	7	0	\$7,873.54
Mark E. Durbin Community Park	9	0	2	4	8	61	8	0	0	0	0	0	3	0	\$11,735.97
Mill Run Park	1	0	2	4	7	38	1	1	4	0	0	2	8	0	\$11,557.79
Mill Slough Park	0	0	1	2	1	9	0	0	0	0	0	1	1	0	\$2,029.77
Quail Hollow Park	1	0	1	6	4	25	2	0	0	0	0	0	4	0	\$5,743.26
Rainbow Park	0	1	1	0	2	24	0	0	1	0	0	0	0	0	\$3,381.09
Kissimmee Rose Hill Cemetery	3	0	3	1	0	24	0	2	2	1	0	0	6	0	\$6,841.44
Public Sidewalk	437	161	81	3099	863	11212	510	156	204	18	4	127	1042	2	\$2,146,261.60
QUADRANT 2 TOTALS:	462	162	95	3143	901	11499	551	161	218	23	4	135	1103	2	\$2,228,016.42

D: ROUNDABOUT SUMMARY

Central Ave & Neptune Roundabout



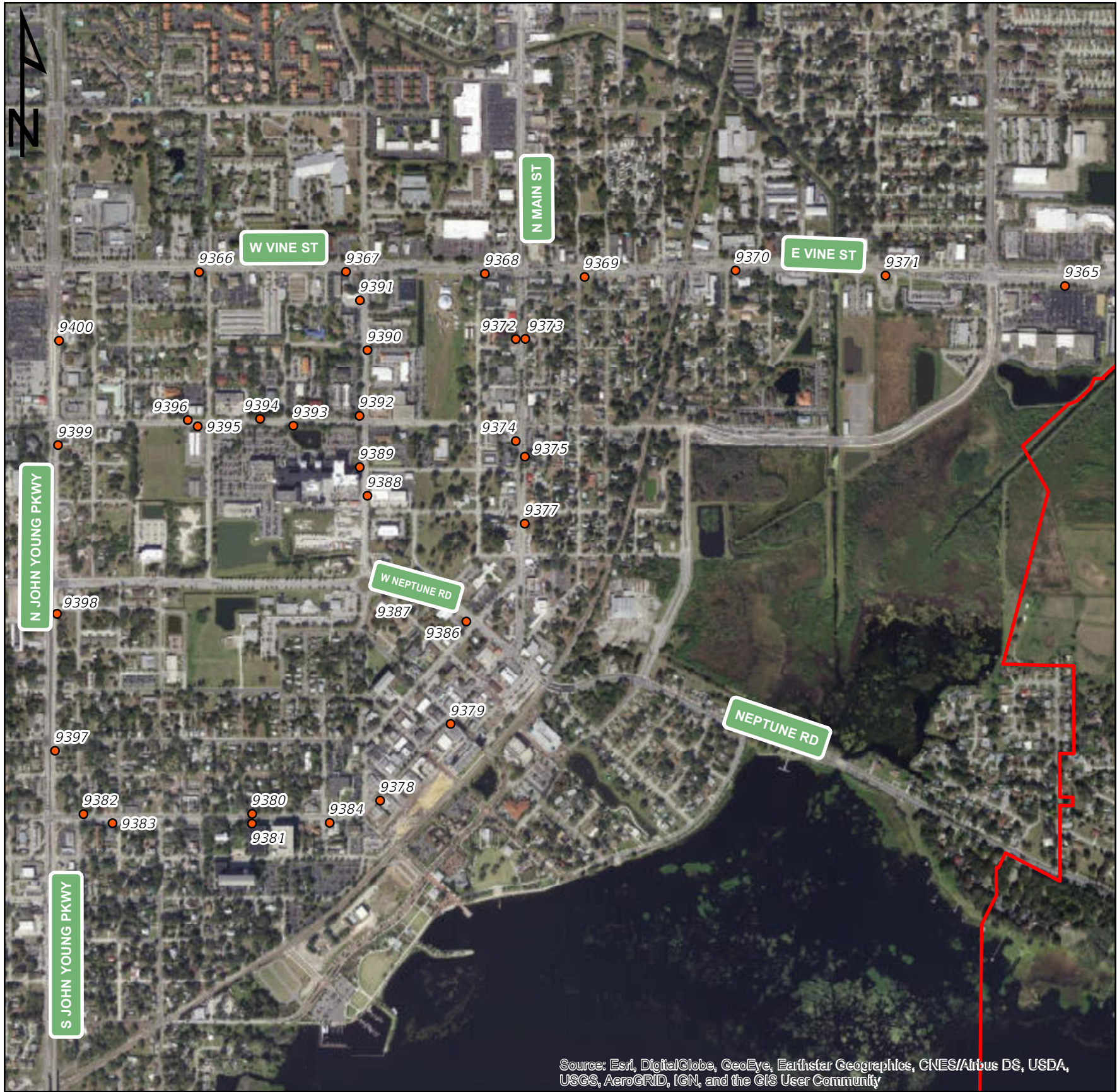
OBJECTID	ADA Deficiency	GENERAL NOTES
9482	SEE GENERAL NOTES	Multilane roundabout approach with pedestrian activated signal
9483	SEE GENERAL NOTES	Flush sidewalk against curb without detectable edge treatment
9484	SEE GENERAL NOTES	Flush sidewalk against curb without detectable warning surface
9485	SEE GENERAL NOTES	Multilane roundabout approach with pedestrian activated signal
9486	SEE GENERAL NOTES	Flush sidewalk against curb without detectable edge treatment
9487	SEE GENERAL NOTES	Multilane roundabout approach with pedestrian activated signal

Cost	Pedestrian Activated Signals	Detectable Edge Treatment (SY)
FDOT PAY ITEM	654-2-21	527-2
FDOT HISTORICAL COST	\$5,800.00	\$28.44
NOTES: One assembly per approach direction 22.2 SY needed adjacent to roundabout		

Roundabout Location	Pedestrian Activated Signals	Detectable Edge Treatment (SY)	TOTAL COST
N Central Ave & Martin Luther King Jr Blvd / W Neptune Rd	6	22.2	\$35,431.37

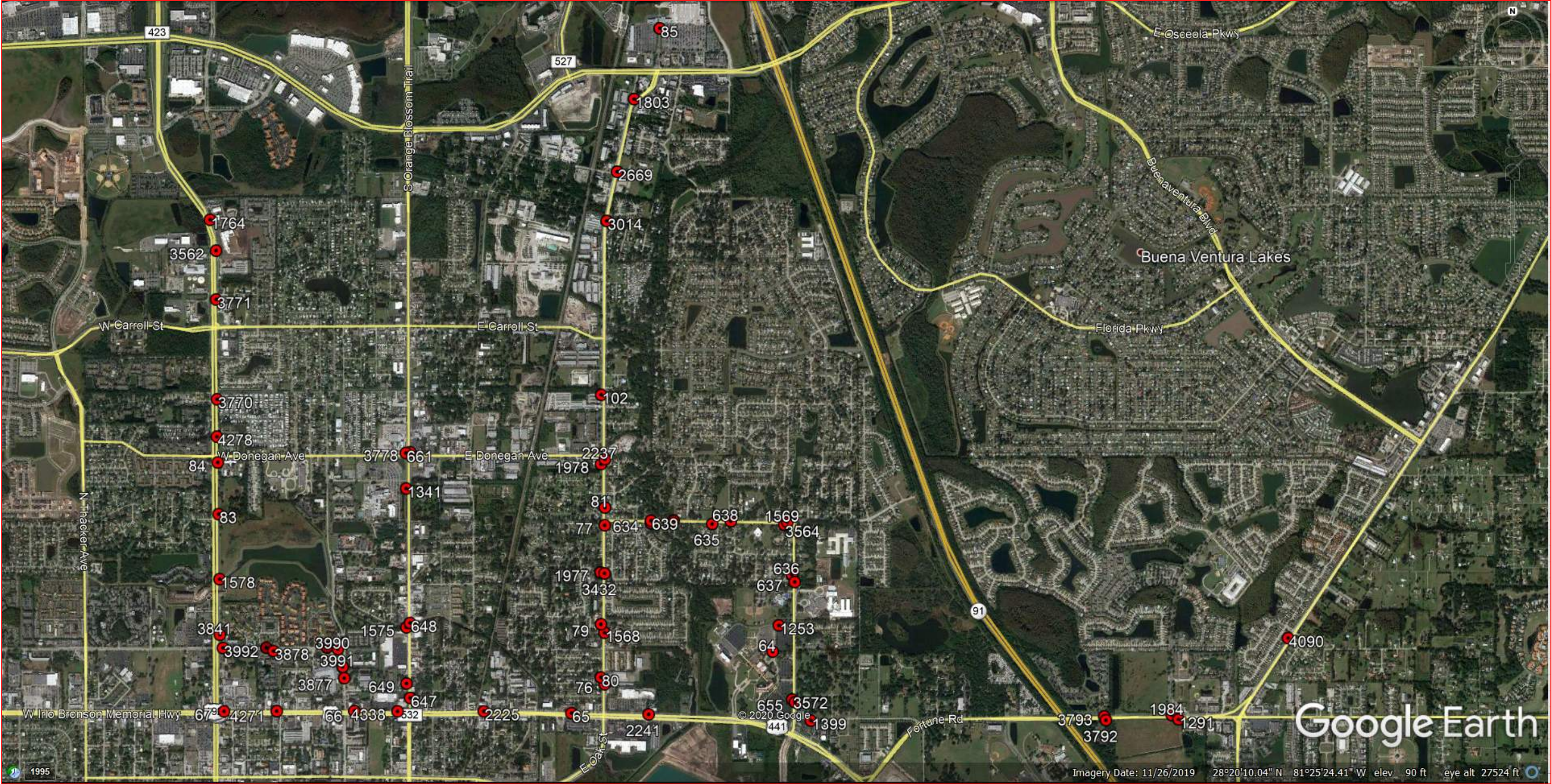
E: TRANSIT STOP SUMMARY

Transit Stops (Quadrant 1)



OBJECTID	ADA Deficiency	GENERAL NOTES
9365	SEE GENERAL NOTES	Boarding and alighting area not compliant
9366	SEE GENERAL NOTES	Boarding and alighting area not compliant
9367	VERTICAL ALIGNMENT: 3/8"	Boarding and alighting area not compliant
9368	SEE GENERAL NOTES	Boarding and alighting area not compliant
9369	SEE GENERAL NOTES	Boarding and alighting area not compliant
9370	VERTICAL ALIGNMENT: 3/8"	Boarding and alighting area not compliant
9371	VERTICAL ALIGNMENT: 1/4"	Boarding and alighting area not compliant
9372	SEE GENERAL NOTES	Trash can impeding boarding and alighting area
9373	SEE GENERAL NOTES	Boarding and alighting area not compliant
9374	SEE GENERAL NOTES	Boarding and alighting area not compliant
9375	SEE GENERAL NOTES	Boarding and alighting area not compliant
9377	SEE GENERAL NOTES	Boarding and alighting area not compliant
9378	SEE GENERAL NOTES	On-street parking blocing bus stop
9379	SEE GENERAL NOTES	On-street parking blocing bus stop
9380	SEE GENERAL NOTES	Boarding and alighting area not compliant
9381	VERTICAL ALIGNMENT: 1/2"	
9382	SEE GENERAL NOTES	Boarding and alighting area not compliant
9383	SEE GENERAL NOTES	Boarding and alighting area not compliant
9384	VERTICAL ALIGNMENT: 7/8"	Boarding and alighting area not compliant
9386	SEE GENERAL NOTES	Boarding and alighting area not compliant
9387	SEE GENERAL NOTES	Boarding and alighting area not compliant
9388	SEE GENERAL NOTES	Boarding and alighting area not compliant
9389	SEE GENERAL NOTES	Boarding and alighting area not compliant
9390	SEE GENERAL NOTES	Boarding and alighting area not compliant
9391	SEE GENERAL NOTES	Boarding and alighting area not compliant
9392	SEE GENERAL NOTES	Boarding and alighting area not compliant
9393	SEE GENERAL NOTES	Street fumiture impeding boarding and alighting area
9394	SEE GENERAL NOTES	Boarding and alighting area not compliant
9395	SEE GENERAL NOTES	Boarding and alighting area not compliant
9396	SEE GENERAL NOTES	Boarding and alighting area not compliant
9397	SEE GENERAL NOTES	Boarding and alighting area not compliant
9398	SEE GENERAL NOTES	Boarding and alighting area not compliant
9399	SEE GENERAL NOTES	Boarding and alighting area not compliant
9400	SEE GENERAL NOTES	Boarding and alighting area not compliant

Transit Stops (Quadrant 2)



Transit Stops (Quadrant 2)

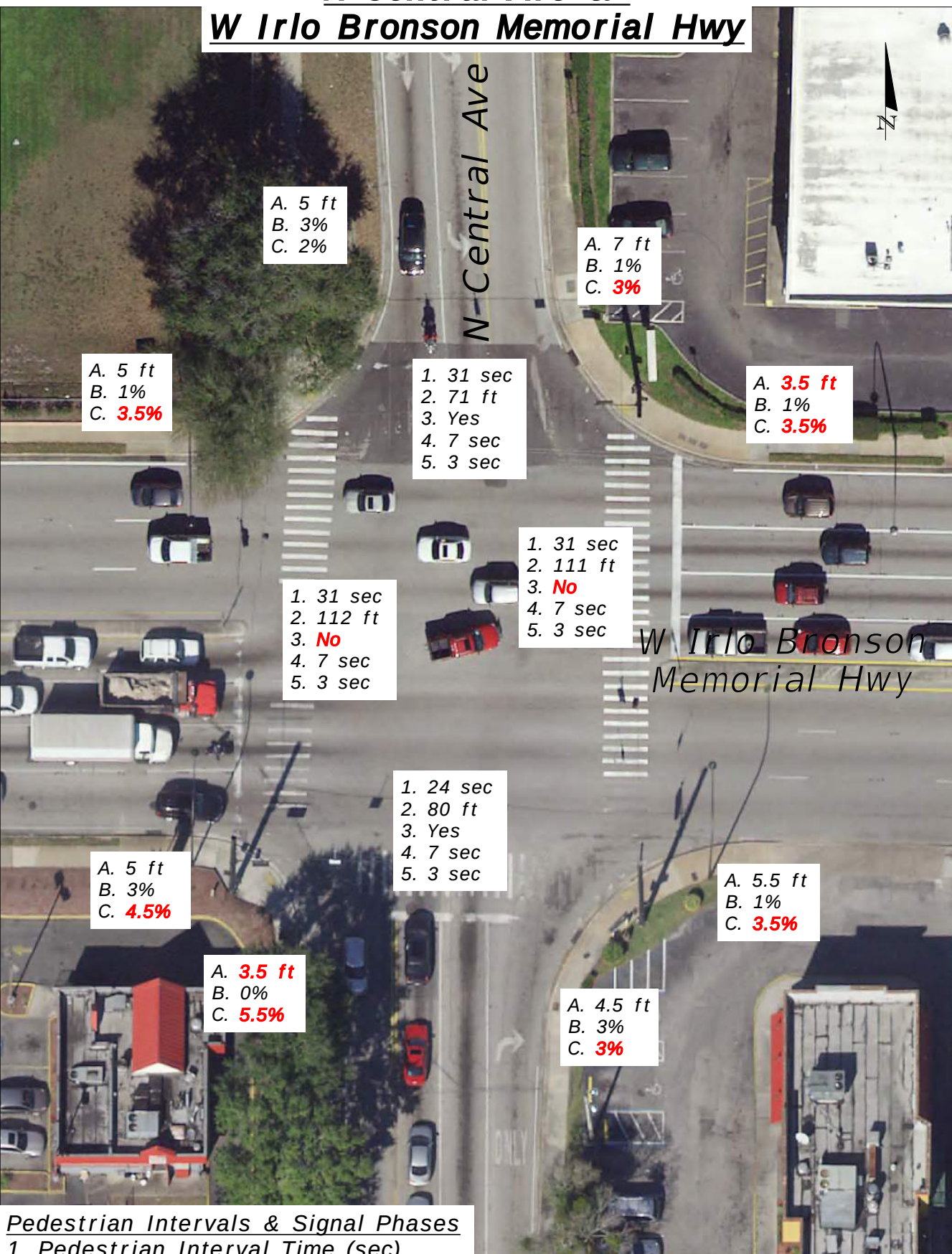
OBJECTID	ADA Deficiency	GENERAL NOTES
4090	Bus Stop: no boarding & alighting area, no connection to sidewalk.	Just a sign on the side of the road
1984	Bus Stop: grade exceeds 2%.	4.5 deg grade
1291	Bus Stop: no boarding & alighting area, no connection to sidewalk.	Just a sign on the side of the road. No sidewalk along road
3793	Bus Stop: boarding & alighting area only 6' deep, grade exceeds 2%.	2.9 deg grade
3792	Bus Stop: grade exceeds 2%.	The B&A area is the drainage inlet top. 1.7 deg grade
1399	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No sidewalk to connect to, no connection to adjacent lot
2241	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection to sidewalk.
65	Bus Stop: grade exceeds 2%.	3.2 deg grade
2225	Bus Stop: boarding & alighting area is only 7.5' deep.	B&A area is only 7.5’ deep.
4338	Bus Stop: no boarding & alighting area, no connection to sidewalk.	Lots of transit users waiting, one user requested a shelter.
66	Bus Stop: boarding & alighting area is only 7' deep.	B&A area only 7’ deep
4271	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A area
67	Bus Stop: boarding & alighting area only 7' deep, grade exceeds 2%.	B&A area is only 7’ deep. 1.8 deg grade.
3841	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection to sidewalk.
1578	Bus Stop: grade exceeds 2%.	4.8 deg grade
83	Bus Stop: grade exceeds 2%.	6.0 deg grade
84	Bus Stop: grade exceeds 2%.	2.5 deg grade
4278	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection
3370	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection
3771	Bus Stop: no boarding & alighting area, no connection to sidewalk.	The location of this stop has moved. GIS shows this stop just south of W Carrol St, but actually just south of Parnell St.
3562	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection.
1764	Bus Stop: grade exceeds 2%.	4.7 deg grade
661	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection. GIS has this located just north of Donegan, but actually located just north of Hilda.
1341	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No bus stop sign is present at this location. No sidewalk along road.
3778	Bus Stop: no boarding & alighting area, no connection to sidewalk.	Location change: GIS has it just south of Donegan, but actually just north of Donegan. No connection.
1575	Bus Stop: boarding & alighting area is only 6.5' deep.	6.5’ deep B&A.
648	Bus Stop: boarding & alighting area is only 6.5' deep, grade exceeds 2%.	2.4 deg grade. 6.5’ deep B&A.
649	Bus Stop: boarding & alighting area is only 6' deep.	6’ deep B&A.
647	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	2.1 deg grade. 5’ deep B&A.
3877	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 1.9 deg grade.
3991	Bus Stop: grade exceeds 2%.	2.3 deg grade.
3876	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 2.5 deg grade.
3990	Bus Stop: grade exceeds 2%.	2.9 deg grade
3875	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	This location is shown on east side of entrance, but actually on west side of entrance. 5’ deep B&A. 2.2 deg grade.
3878	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 2.4 deg grade.
3992	Bus Stop: grade exceeds 2%.	3.0 deg grade.
655	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	2.9 deg grade. 5’ deep B&A.
3572	Bus Stop: boarding & alighting area is only 5' deep.	5’ deep B&A
64	Bus Stop: grade exceeds 2%.	2.4 deg grade
1253	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A area, no sidewalk to connect to
636	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 3.3 deg grade.
637	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 1.9 deg grade
1569	Bus Stop: grade exceeds 2%.	3.9 deg grade
3564	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection.
638	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A. 3.3 deg grade.
635	Bus Stop: boarding & alighting area is only 6.5' deep, grade exceeds 2%.	6.5’ deep B&A, 1.6 deg grade
78	Bus Stop: grade exceeds 2%.	2.6 deg grade
639	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A, 4.5 deg grade
634	Bus Stop: boarding & alighting area is only 5' deep, grade exceeds 2%.	5’ deep B&A, 3.5 deg grade
77	Bus Stop: grade exceeds 2%.	4.5’ deg grade
3432	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection, no B&A.
1977	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No connection, no B&A
79	Bus Stop: grade exceeds 2%.	5.5 deg grade
1568	Bus Stop: grade exceeds 2%.	6.2 deg grade
76	Bus Stop: grade exceeds 2%.	3.3 deg grade.
80	Bus Stop: grade exceeds 2%.	2.8 deg grade
81	Bus Stop: grade exceeds 2%.	2.7 deg grade
2237	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A, no connection. GIS had this stop located just north of Mill Creek Pl.
1978	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A, no connection
3014	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A, no connection
2669	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A, no connection
1803	Bus Stop: boarding & alighting area is only 6' deep, grade exceeds 2%.	2.2 deg grade, 6’ deep B&A
102	Bus Stop: trash can encroaches on clear space, grade exceeds 2%.	6.2 deg grade, trash can blocking clear space within shelter
85	Bus Stop: no boarding & alighting area, no connection to sidewalk.	No B&A, no connection

Cost	Concrete Grinding	Boarding & Alighting Area Reconstruction
FDOT PAY ITEM	N/A	522-1
FDOT HISTORICAL COST	\$ 50.00	\$ 191.42
Notes:	Assume 1-hr field work plus equipment cost	5' x 8' sidewalk landing area

Facility	VERTICAL ALIGNMENT	SIDEWALK CONSTRUCTION	TOTAL COST
Transit Stops (Quadrant 1)	5	29	\$ 5,801.18
Transit Stops (Quadrant 2)	0	64	\$ 12,250.88

F: SIGNALIZED INTERSECTION SUMMARY

N Central Ave & W Irlo Bronson Memorial Hwy



A. 5 ft
B. 3%
C. 2%

A. 7 ft
B. 1%
C. **3%**

A. 5 ft
B. 1%
C. **3.5%**

1. 31 sec
2. 71 ft
3. Yes
4. 7 sec
5. 3 sec

A. **3.5 ft**
B. 1%
C. **3.5%**

1. 31 sec
2. 112 ft
3. **No**
4. 7 sec
5. 3 sec

1. 31 sec
2. 111 ft
3. **No**
4. 7 sec
5. 3 sec

W Irlo Bronson
Memorial Hwy

A. 5 ft
B. 3%
C. **4.5%**

1. 24 sec
2. 80 ft
3. Yes
4. 7 sec
5. 3 sec

A. 5.5 ft
B. 1%
C. **3.5%**

A. **3.5 ft**
B. 0%
C. **5.5%**

A. 4.5 ft
B. 3%
C. **3%**

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES:

INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS EAST AND WEST CROSSWALKS.

CROSS SLOPES TOO STEEP AT NW (W), NE (N), NE (E), SW (S), SW (W), SE (S) AND SE (E)

APPROACH SIDEWALKS.

CONTINUOUS WIDTH IS 3.5' AT NE (E) AND SW (S) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

- A. unobstructed & adjacent to level all-weather surface
- if no, surface is level as possible
- B. wheelchair accessible route from pushbutton to ramp
- C. between edge of crosswalk line (extended) and not greater than 5ft
- D. 1.5ft - 6ft from edge of curb, shoulder, pavement
- if no, not greater than 10ft
- E. face of pushbutton parallel to crosswalk
- F. height approx 3.5ft, not greater than 4ft
- Where there are two pushbutton per corner, 10ft apart
- if no, is there a physical constraint?
- Pushbutton has sign associated?
- Pilot light present?
- if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES:

NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.

FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

- 4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL
- 4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION
- 4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS
- 4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES
- 4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES:

ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	X	N/A	X	N/A	X	N/A	X	N/A
Running Slope:	5%	N/A	7.5%	N/A	10%	N/A	9.5%	N/A
Transition Slope (L):	3%	N/A	5%	N/A	7%	N/A	7.5%	N/A
Transition Slope (R):	5.5%	N/A	6%	N/A	6%	N/A	4.5%	N/A
DWS:	X	N/A	X	N/A	X	N/A	X	N/A

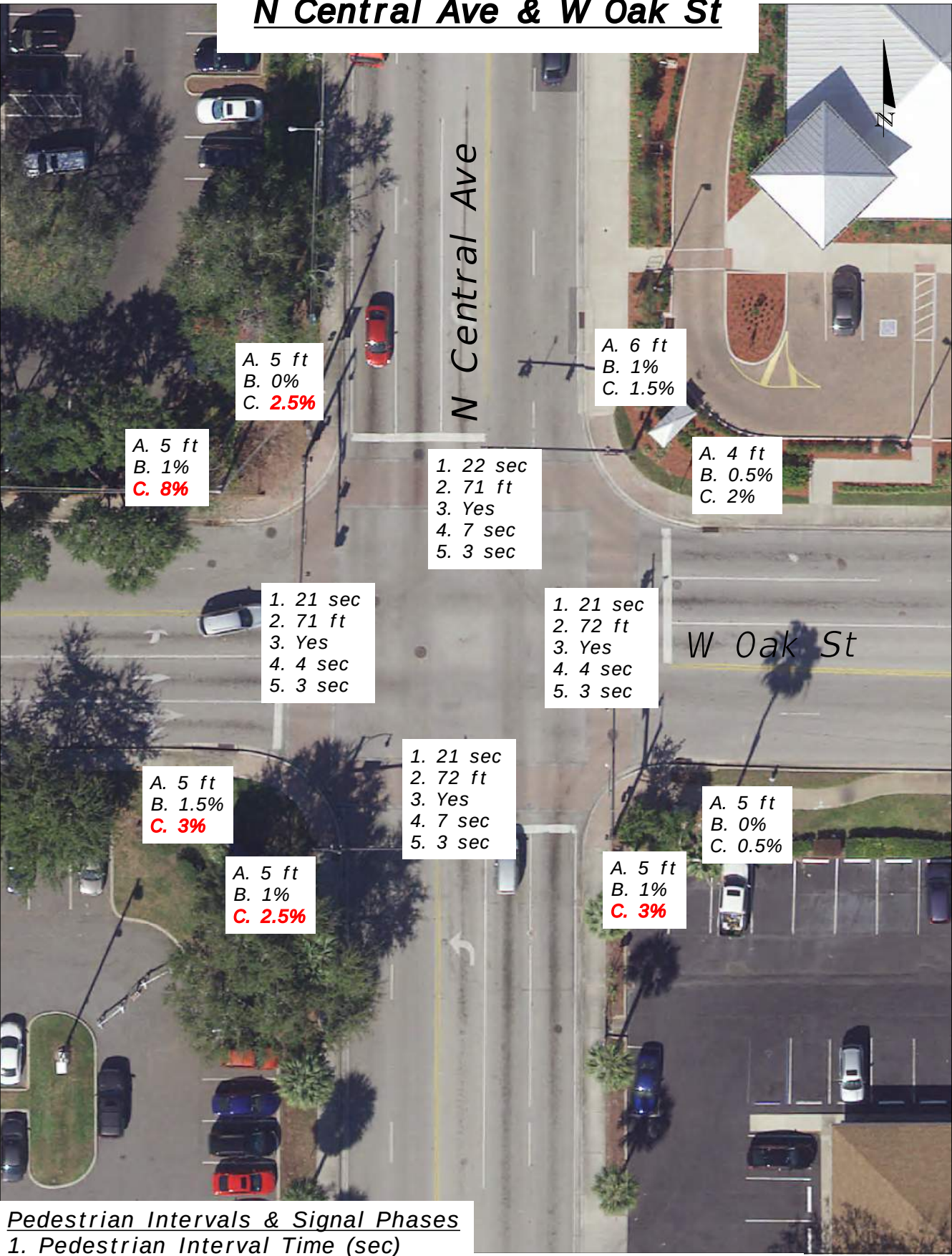
NOTES:

TURNING SPACE NOT PROVIDED AT ALL CURB RAMPS.

RUNNING SLOPE TOO STEEP AT SW AND SE CURB RAMPS.

DETECTABLE WARNING SURFACES DETERIORATED AT ALL CURB RAMPS.

N Central Ave & W Oak St



Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: PED SIGNAL COUNTDOWN NOT FUNCTIONING FOR WEST CROSSWALK AT NW CURB RAMP.
CROSS SLOPES TOO STEEP AT NW (N), NW (W), SW (S), SW (W), AND SE (S) APPROACH
SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	X	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	✓	✓	✓	✓
-if no, not greater than 10ft	N/A	N/A	N/A	N/A
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	N/A	N/A	N/A	N/A
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	X	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: 1" VERTICAL OFFSET ADJACENT TO PEDESTRIAN DETECTOR AT NE CORNER.
SW (W), SE (E), NE (E), AND NW (W) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
NW (W) PEDESTRIAN DETECTOR 12' OUTSIDE OF CROSSWALK LIMITS.
SW (S) AND SE (S) PEDESTRIAN DETECTORS 11' AND 6' OUTSIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON SIGN MISSING/FADED LETTERING AT NW CORNER.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

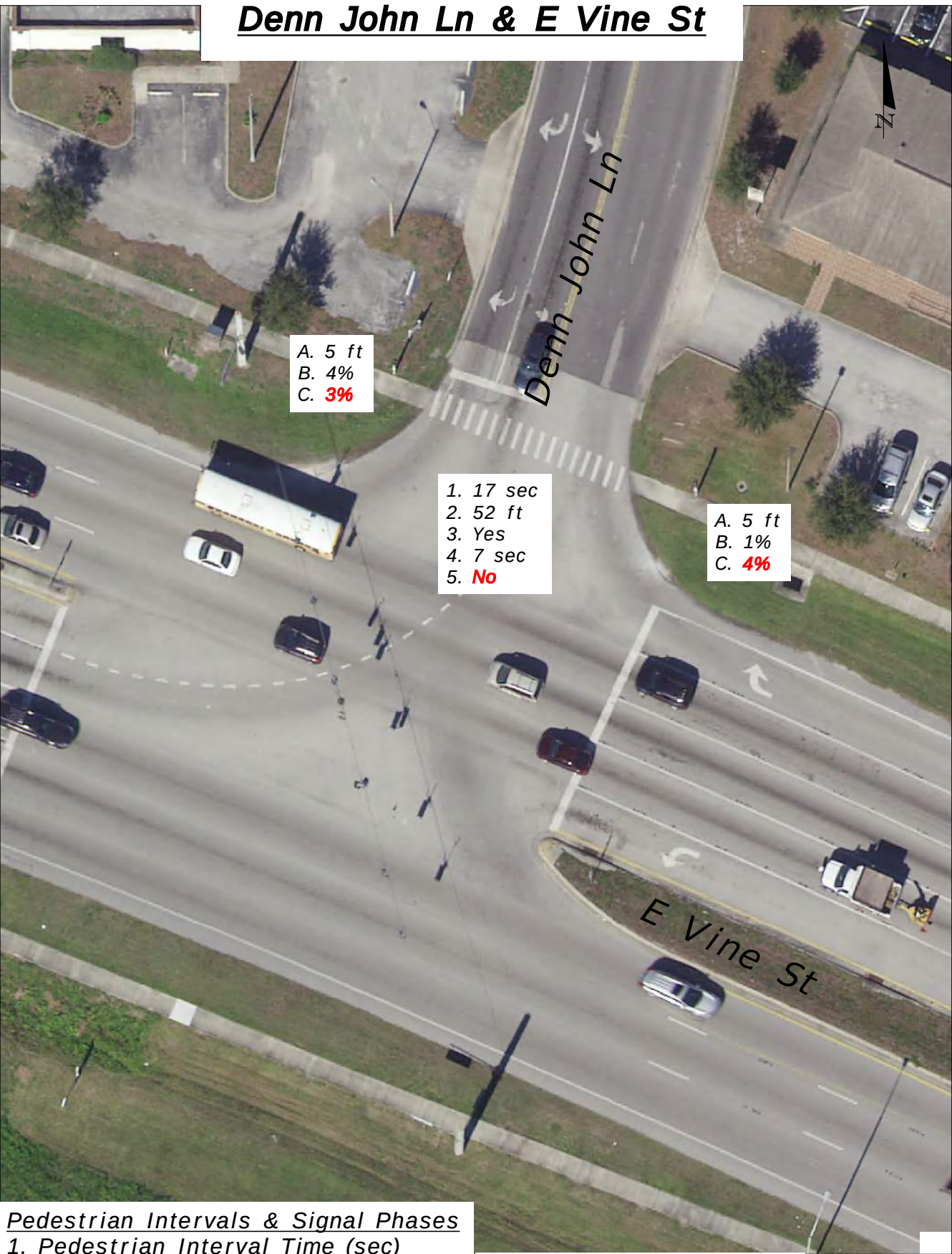
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	X	N/A	X	N/A	X	N/A	X	N/A
Running Slope:	8%	N/A	11.5%	N/A	11%	N/A	8%	N/A
Transition Slope (L):	6%	N/A	8%	N/A	8.5%	N/A	9.5%	N/A
Transition Slope (R):	3.5%	N/A	5%	N/A	6%	N/A	4%	N/A
DWS:	X	N/A	X	N/A	X	N/A	X	N/A

NOTES: TURNING SPACE NOT PROVIDED AT ALL CURB RAMPS.
RUNNING SLOPES TOO STEEP AT NE AND SW CURB RAMPS.
DETECTABLE WARNING SURFACES MISSING AT ALL CURB RAMPS.

Denn John Ln & E Vine St



- A. 5 ft
- B. 4%
- C. **3%**

- 1. 17 sec
- 2. 52 ft
- 3. Yes
- 4. 7 sec
- 5. **No**

- A. 5 ft
- B. 1%
- C. **4%**

- Pedestrian Intervals & Signal Phases
- 1. Pedestrian Interval Time (sec)
 - 2. Pedestrian Crossing Distance (ft)
 - 3. MUTCD Compliant (3.5 ft/sec max.)
 - 4. Walk Interval Minimum (7sec/4sec)
 - 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: BUFFER INTERVAL MINIMUM TIME NOT PROVIDED ACROSS NORTH CROSSWALK.
CROSS SLOPES TOO STEEP AT NW AND NE APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

	NW:	NE:	SW:	SE:
A. unobstructed & adjacent to level all-weather surface	✓	✓	N/A	N/A
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	N/A	N/A
C. between edge of crosswalk line (extended) and not greater than 5ft	✓	✓	N/A	N/A
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	X	X	N/A	N/A
-if no, not greater than 10ft	11'	16.5'	N/A	N/A
E. face of pushbutton parallel to crosswalk	✓	✓	N/A	N/A
F. height approx 3.5ft, not greater than 4ft	✓	✓	N/A	N/A
Where there are two pushbutton per corner, 10ft apart	N/A	N/A	N/A	N/A
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	N/A	N/A
Pilot light present?	X	X	N/A	N/A
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: PED POLES AT NW AND NE CURB RAMPS ARE 11' AND 16.5' FROM EDGE OF CURB.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

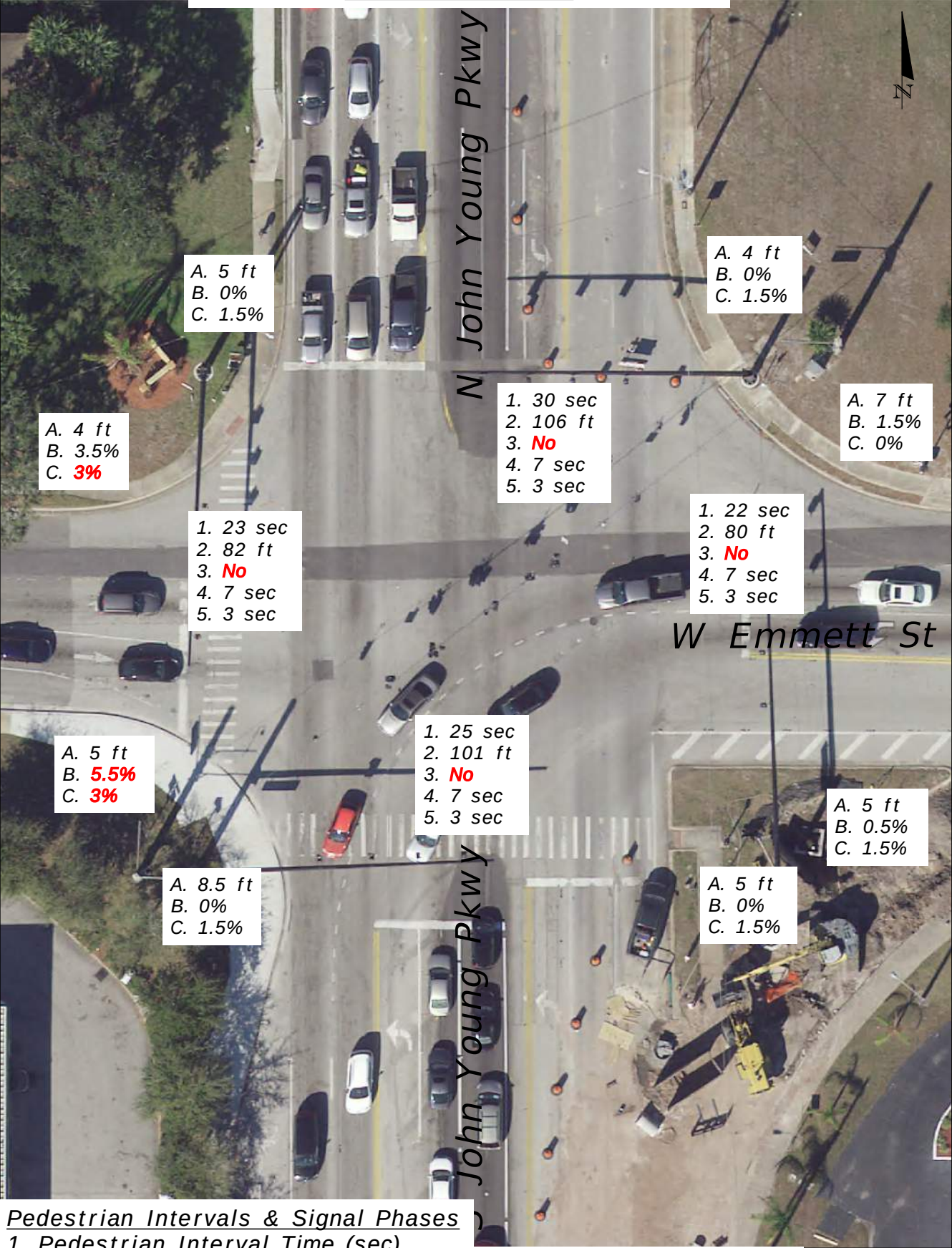
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Running Slope:	N/A	5%	N/A	3.5%	N/A	N/A	N/A	N/A
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DWS:	N/A	X	N/A	X	N/A	N/A	N/A	N/A

NOTES: RUNNING SLOPE TOO FLAT AT NE CURB RAMP.
DETECTABLE WARNING SURFACES MISSING AT NW AND NE CURB RAMPS.

N John Young Pkwy &
W Emmett St



Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

N JOHN YOUNG PKWY & W EMMETT ST

INTERSECTION: _____

DATE INSPECTED: 7/1

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS ALL CROSSWALKS.**

CROSS SLOPES TOO STEEP AT NW (W) AND SW (W) APPROACH SIDEWALKS.

GRADE TOO STEEP AT SW (W) APPROACH SIDEWALK.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
X	X	X	X
7.5'	7.5'	8.5'	8.5'
X	X	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NW (N), NW (W), NE (E), SW (S), SW (W), SE (S) AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**

FACE OF PUSHBUTTON AT NW (N), NW (W), NE (E) CURB RAMPS NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	✓	✓	✓	✓	✓	✓	✓
Running Slope:	9.5%	8%	7.5%	4.5%	6.5%	7.5%	2%	1.5%
Transition Slope (L):	7.5%	7%	5.5%	10%	5.5%	6.5%	N/A	N/A
Transition Slope (R):	6%	7.5%	6%	6.5%	5%	6%	N/A	N/A
DWS:	X	✓	X	X	X	✓	✓	✓

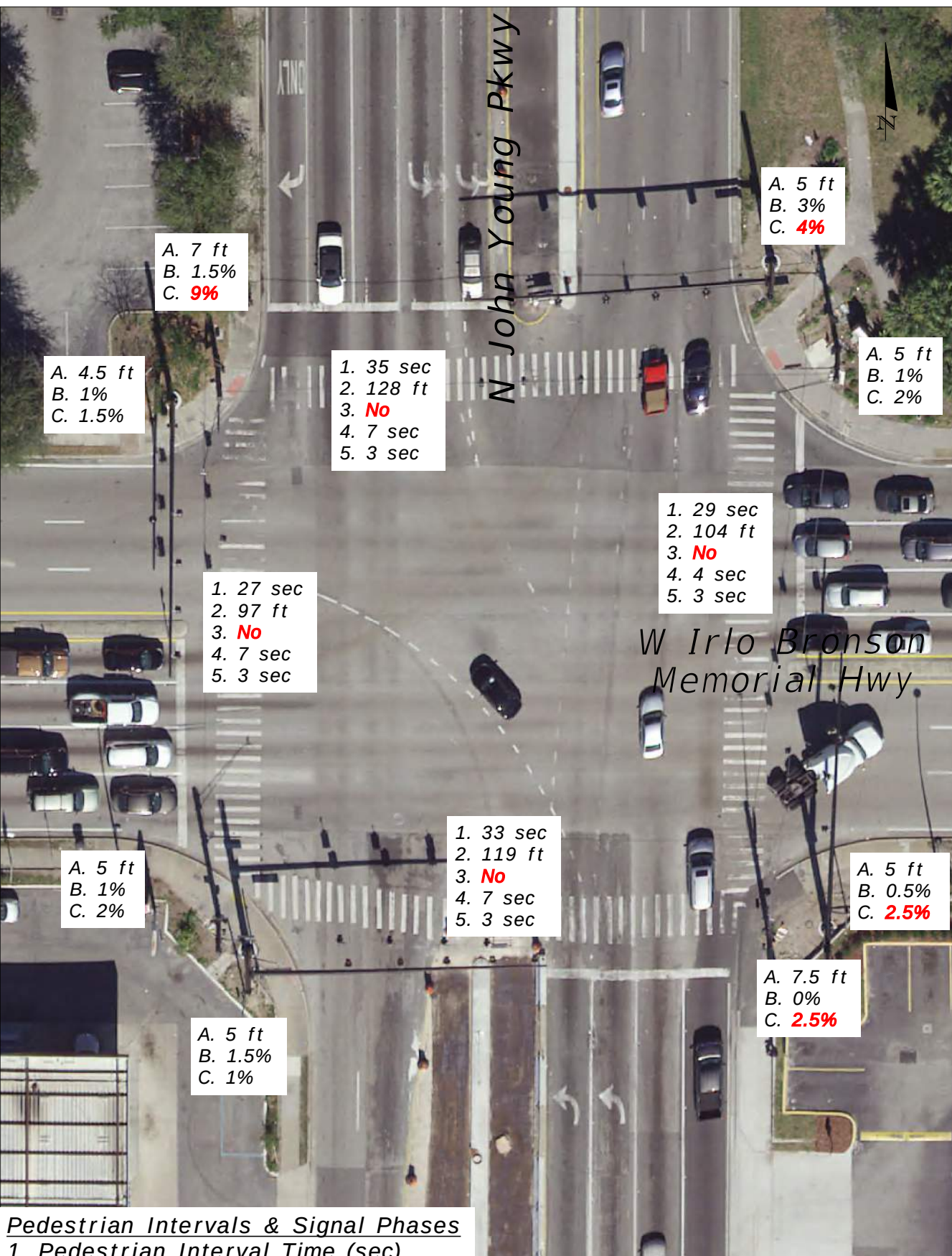
NOTES: **RUNNING SLOPE TOO FLAT AT NE (E), SE (S) AND SE (E) CURB RAMPS.**

RUNNING SLOPE TOO STEEP AT NW (N) CURB RAMP.

DETECTABLE WARNING SURFACE NOT 2 FT. DEEP AT NW (N) AND SW (S) CURB RAMPS.

DETECTABLE WARNING SURFACES NOT IN CORRECT PLACEMENT AT NE (N) AND NE (E) CURB RAMPS.

N John Young Pkwy & W Irlo Bronson Memorial Hwy



Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS ALL CROSSWALKS.

CROSS SLOPE TOO STEEP AT NW (N), NE (N), SE (S), AND SE (E) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	✓	✓	✓	✓
-if no, not greater than 10ft	N/A	N/A	N/A	N/A
E. face of pushbutton parallel to crosswalk	X	X	X	✓
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	✓	✓	✓	✓
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: NW (N), NW (W), NE (N), NE (E), SW (S), SW (W) AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

FACE OF PUSHBUTTON AT NW, NE, AND SW CURB RAMPS NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

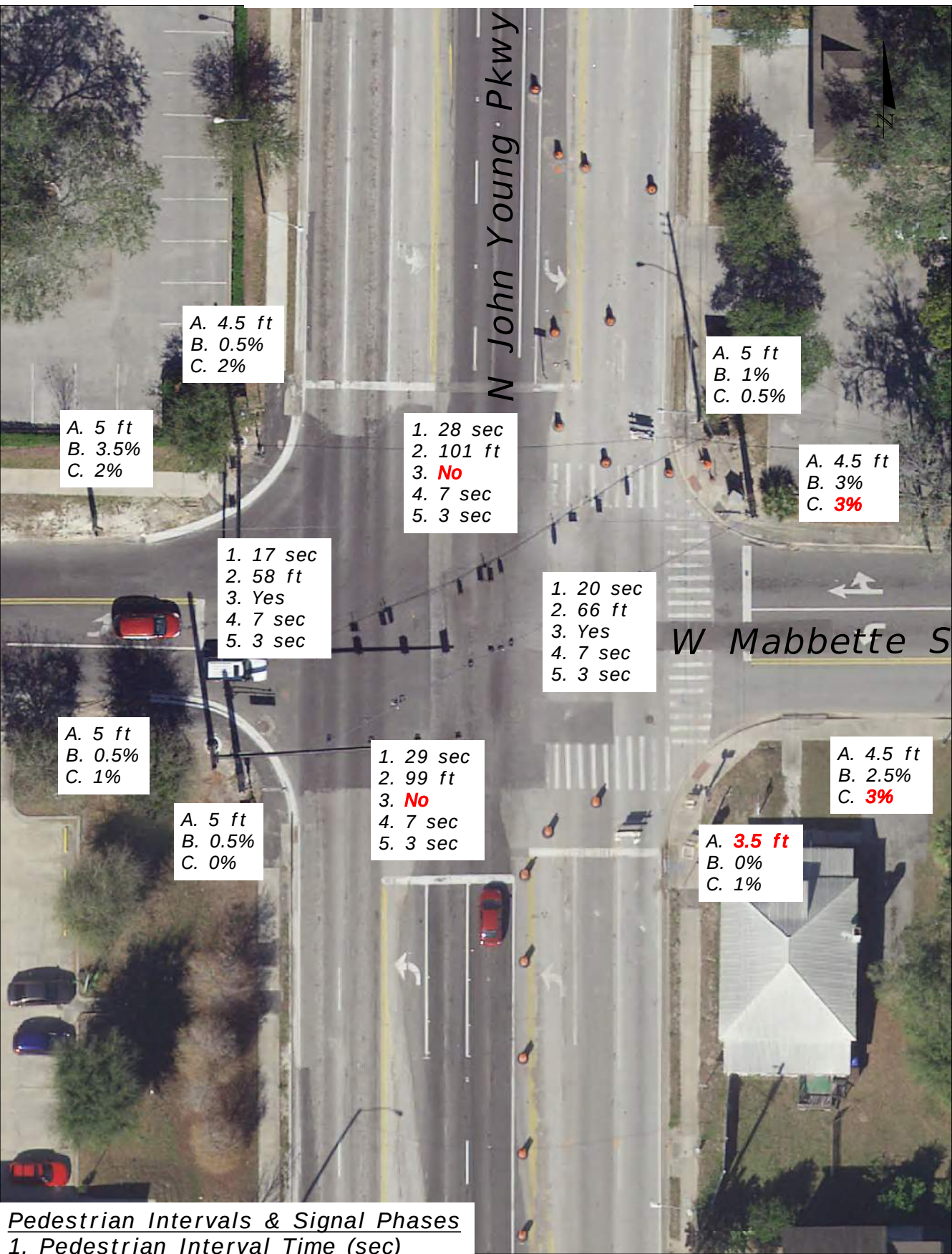
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	✓	✓	✓	✓	✓	✓	✓
Running Slope:	1.5%	1.5%	2.5%	0.5%	1%	0%	7.5%	9%
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	5%	8%
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	3.5%	4%
DWS:	✓	✓	✓	✓	✓	✓	✓	✓

NOTES: RUNNING SLOPE TOO FLAT AT NW (N), NW (W), NE (N), NE (E), SW (S) AND SW (W) CURB RAMPS. RUNNING SLOPE TOO STEEP AT SE (E) CURB RAMP.

N John Young Pkwy &
W Mabbette St



Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

N JOHN YOUNG PKWY &
W MABBETTE ST

INTERSECTION:

DATE INSPECTED:

7/1

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH AND SOUTH CROSSWALKS.**
CONTINUOUS WIDTH NOT 4 FT. AT SE (S) APPROACH SIDEWALK.
CROSS SLOPE TOO STEEP AT NE (E) AND SE (E) APPROACH SIDEWALK.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
X	✓	X	✓
7'	N/A	7'	N/A
X	X	X	X
✓	✓	✓	✓
N/A	N/A	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NW (W), NE, SW (W), AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**
NW (N), SW (S), AND SE (E) PEDESTRIAN DETECTORS ARE GREATER THAN 5 FT. BEHIND CROSSWALK LIMITS.
FACE OF PUSHBUTTON AT NW (N), NW (W), NE (N), NE (E), SW (S), SE (S), AND SE (E) CURB RAMPS NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS DO NOT REMAIN ON UNTIL WALK PHASE.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

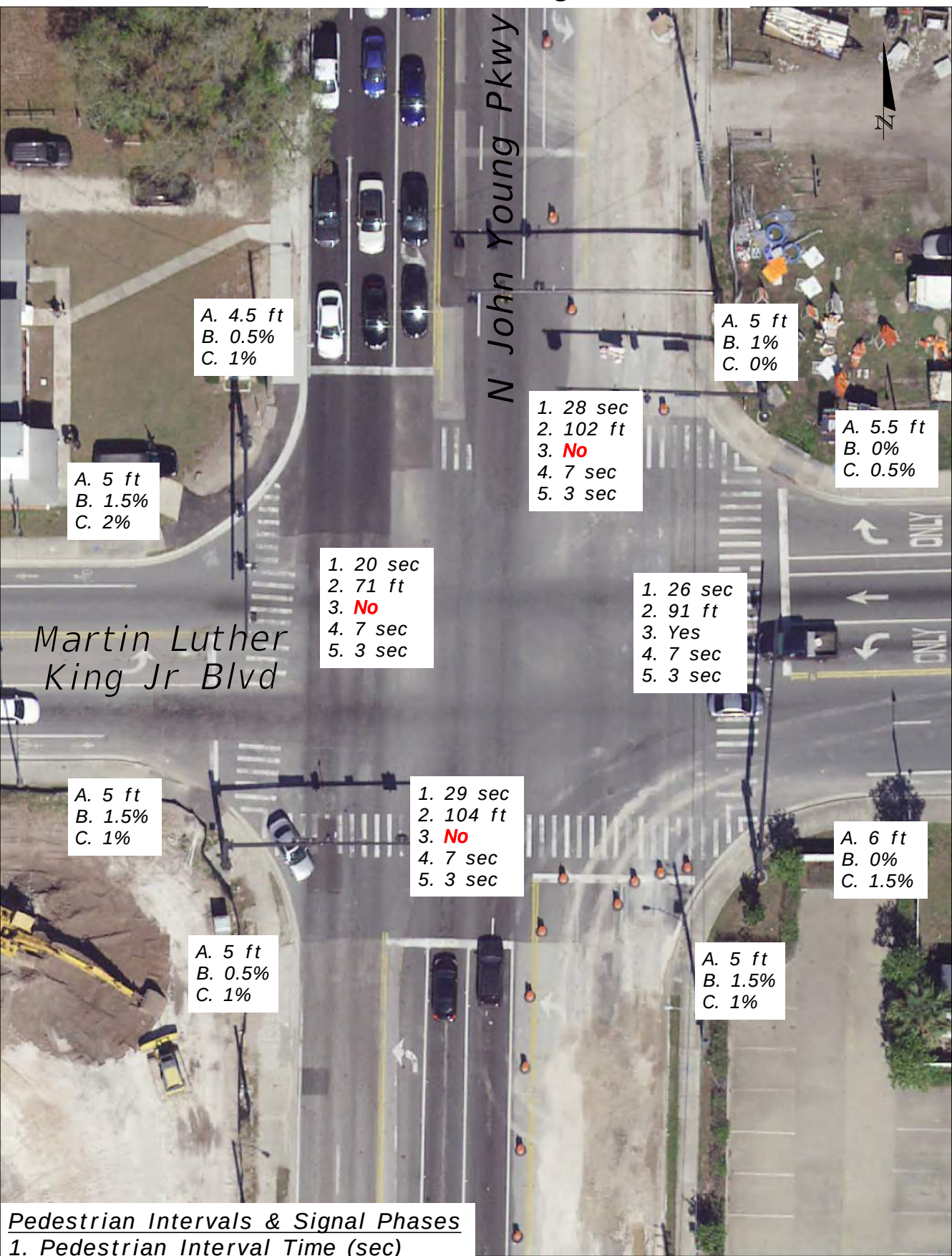
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
✓	N/A	✓	N/A	✓	N/A	✓	N/A
1%	N/A	0.5%	N/A	0.5%	N/A	1%	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
✓	N/A	X	N/A	X	N/A	✓	N/A

NOTES: **RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.**
DETECTABLE WARNING SURFACE NOT FULL WIDTH AT NE AND SW CURB RAMPS.

**N John Young Pkwy &
Martin Luther King Jr Blvd**



Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH, SOUTH, AND WEST CROSSWALKS

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	✓	✓	✓	✓
-if no, not greater than 10ft	N/A	N/A	N/A	N/A
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	✓	N/A	✓	✓
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: NW (N), NW (W), NE (N), SW (S), SW (W), SE (S) AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
FACE OF PUSHBUTTON AT ALL CURB RAMPS NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

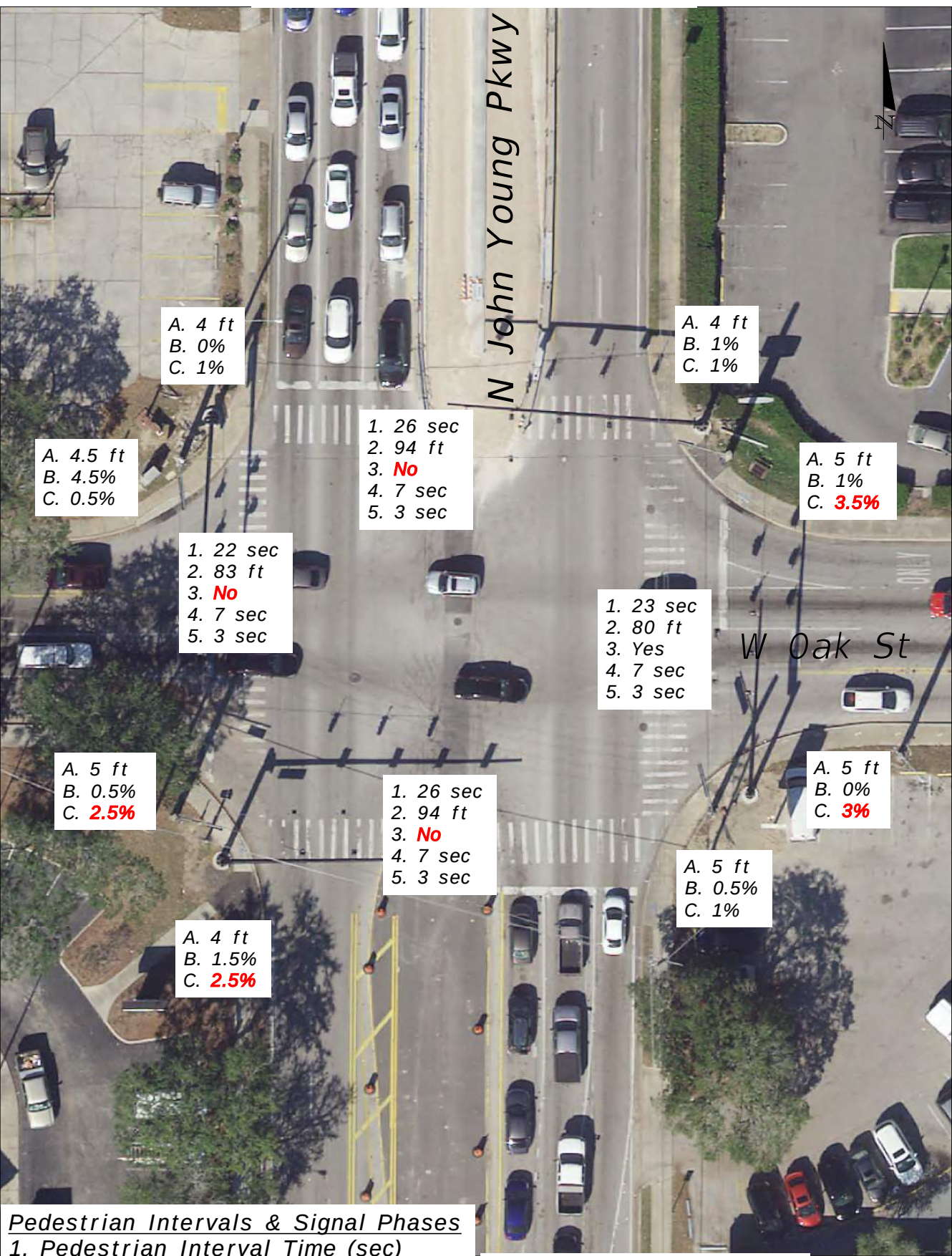
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	✓	✓	N/A	✓	✓	✓	✓
Running Slope:	4%	7%	1.5%	N/A	4%	0.5%	2%	3.5%
Transition Slope (L):	9%	7%	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	4.5%	5%	N/A	N/A	N/A	N/A	N/A	N/A
DWS:	✓	✓	✓	N/A	✓	✓	✓	✓

NOTES: RUNNING SLOPE TOO FLAT AT NW (N), NE, SW (S), SW (W), SE (S) AND SE (E) CURB RAMPS

N John Young Pkwy &
W Oak St



Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

**N JOHN YOUNG PKWY &
W OAK ST**

INTERSECTION:

DATE INSPECTED:

7/1

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH, SOUTH, AND WEST CROSSWALKS.**
CROSS SLOPES TOO STEEP AT NE (E), SW (S), SW (W) AND SE (E) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	✓
✓	X	✓	✓
N/A	7'	N/A	N/A
X	X	X	X
✓	✓	X	✓
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NW (W) AND NE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**

SW (S) PEDESTRIAN DETECTOR IS ON NEAR SIDE OF CROSSWALK LIMITS.

PUSHBUTTON HEIGHT IS GREATER THAN 4 FT AT SW (S) CURB RAMP.

FACE OF PUSHBUTTON AT ALL CURB RAMPS NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

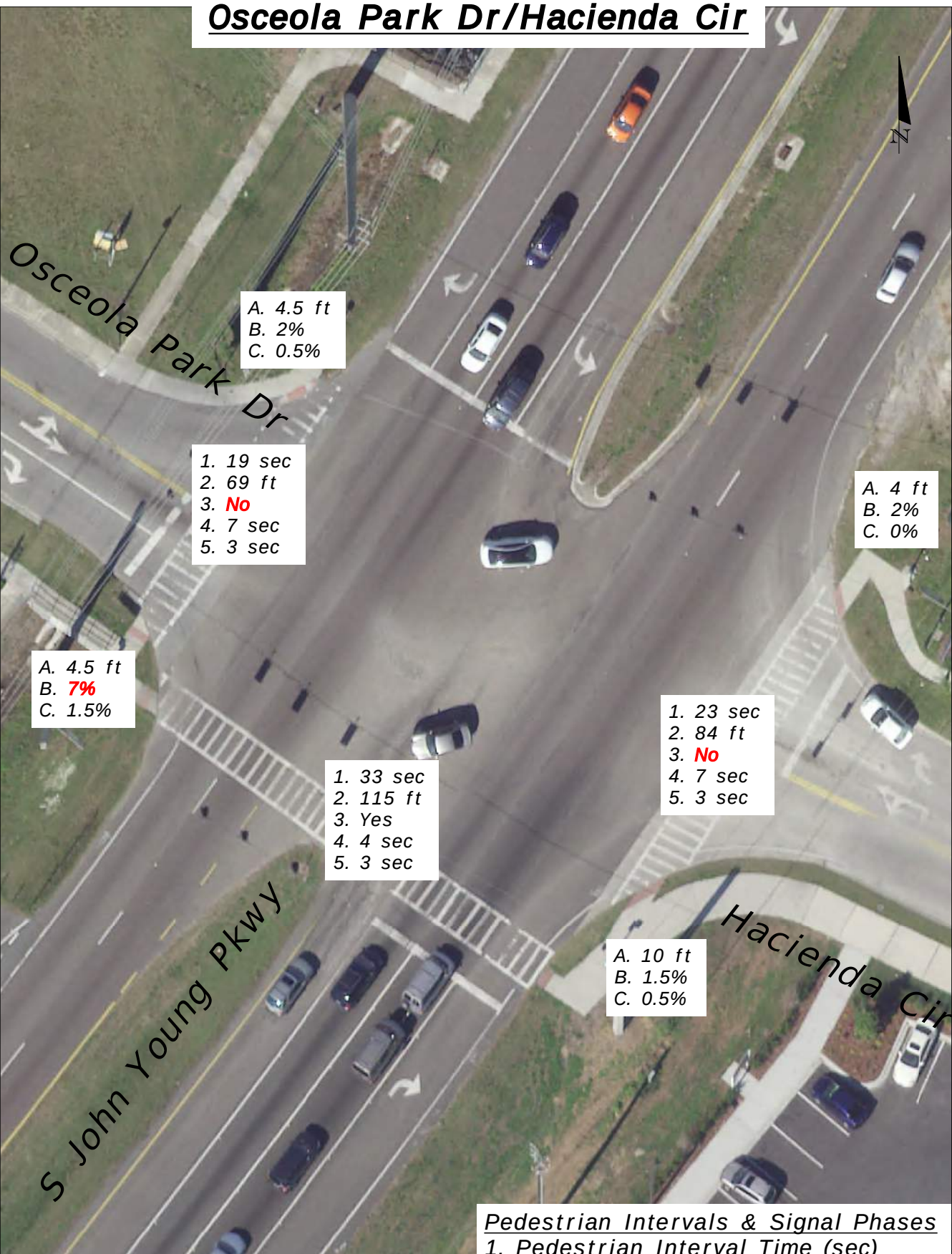
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
✓	✓	✓	✓	✓	✓	✓	✓
0.5%	0.5%	0.5%	2%	1%	0.5%	1.5%	1%
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
✓	✓	✓	✓	✓	✓	✓	✓

NOTES: **RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.**

S John Young Pkwy &
Osceola Park Dr/Hacienda Cir



Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS EAST AND WEST CROSSWALKS.
GRADE TOO STEEP AT SW APPROACH SIDEWALK.

4E.08 PEDESTRIAN DETECTORS

- A. unobstructed & adjacent to level all-weather surface
- if no, surface is level as possible
- B. wheelchair accessible route from pushbutton to ramp
- C. between edge of crosswalk line (extended) and not greater than 5ft
- D. 1.5ft - 6ft from edge of curb, shoulder, pavement
- if no, not greater than 10ft
- E. face of pushbutton parallel to crosswalk
- F. height approx 3.5ft, not greater than 4ft
- Where there are two pushbutton per corner, 10ft apart
- if no, is there a physical constraint?
- Pushbutton has sign associated?
- Pilot light present?
- if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
✓	X	X	X
N/A	20'	14'	11'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	✓	✓	✓
X	X	X	X

NOTES: NW, SW (W), AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
NE PEDESTRIAN DETECTOR IS 6 FT. BEHIND CROSSWALK LIMITS.
SE (S) PEDESTRIAN DETECTOR IS ON NEAR SIDE OF CROSSWALK LIMITS.
PEDESTRIAN DETECTOR IS GREATER THAN 10' AWAY FROM PAVEMENT AT NE, SW, AND SE CURB RAMPS.
FACE OF PUSHBUTTON AT ALL CURB RAMPS NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS DO NOT REMAIN ON UNTIL WALK PHASE.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

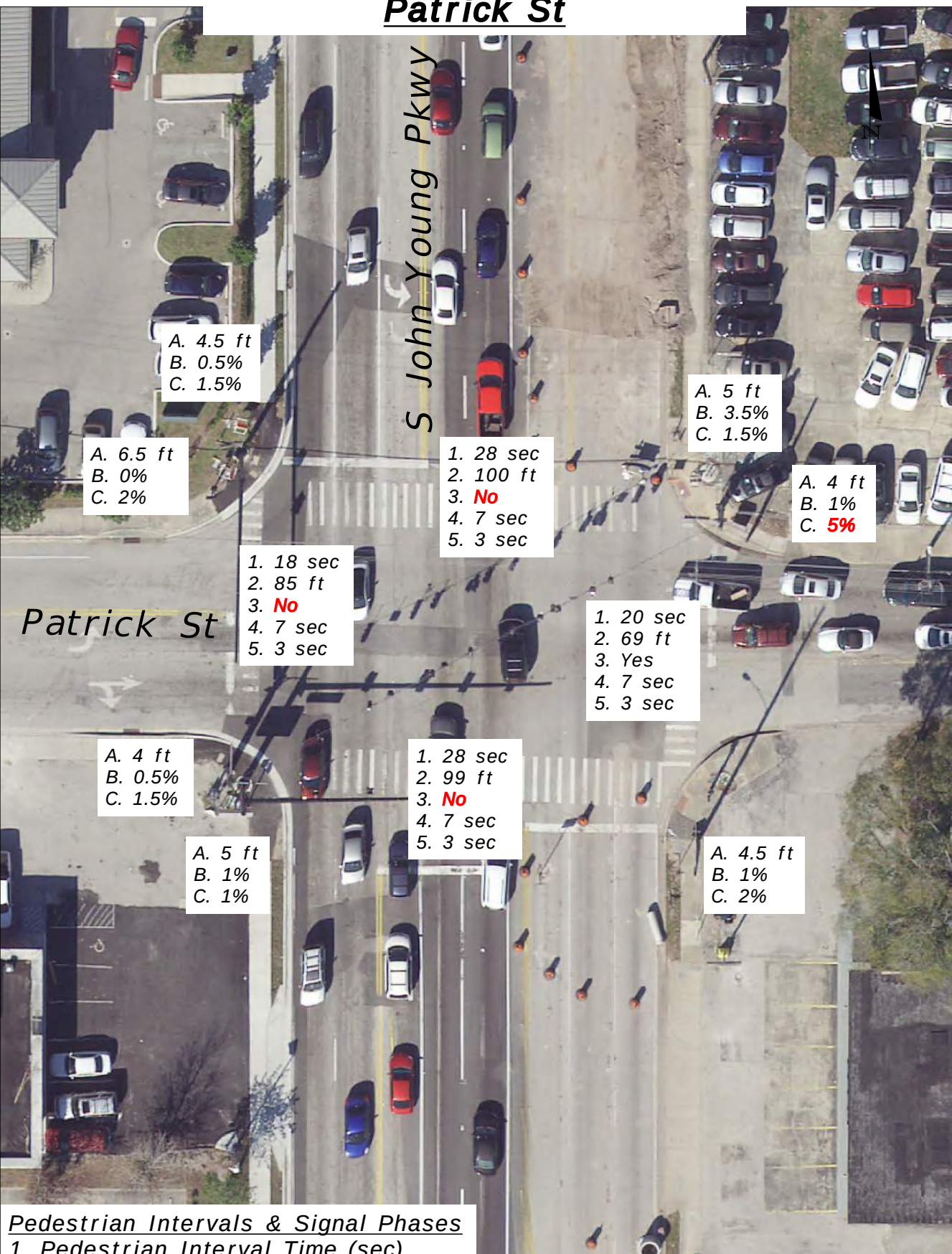
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	✓	✓	✓	✓
Running Slope:	2.5%	N/A	1%	N/A	0%	2%	2%	1.5%
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DWS:	X	N/A	✓	N/A	✓	✓	✓	✓

NOTES: RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.
DETECTABLE WARNING SURFACE MISSING AT NE CURB RAMP.

S John Young Pkwy & Patrick St



A. 4.5 ft
B. 0.5%
C. 1.5%

A. 6.5 ft
B. 0%
C. 2%

1. 28 sec
2. 100 ft
3. **No**
4. 7 sec
5. 3 sec

A. 5 ft
B. 3.5%
C. 1.5%

A. 4 ft
B. 1%
C. **5%**

1. 18 sec
2. 85 ft
3. **No**
4. 7 sec
5. 3 sec

Patrick St

1. 20 sec
2. 69 ft
3. Yes
4. 7 sec
5. 3 sec

A. 4 ft
B. 0.5%
C. 1.5%

1. 28 sec
2. 99 ft
3. **No**
4. 7 sec
5. 3 sec

A. 5 ft
B. 1%
C. 1%

A. 4.5 ft
B. 1%
C. 2%

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

S JOHN YOUNG PKWY &
PATRICK ST

INTERSECTION:

DATE INSPECTED:

7/1

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH, WEST, AND SOUTH CROSSWALK
CROSS SLOPE TOO STEEP AT NE (E) APPROACH SIDEWALK.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
✓	X	X	X
N/A	7.5'	7'	7'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	✓	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: NW, NE (E), AND SW (W) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
NE (N) AND SW (S) PEDESTRIAN DETECTORS ARE GREATER THAN 5 FT. BEHIND CROSSWALK
LIMITS.
FACE OF PUSHBUTTON AT ALL CURB RAMPS NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

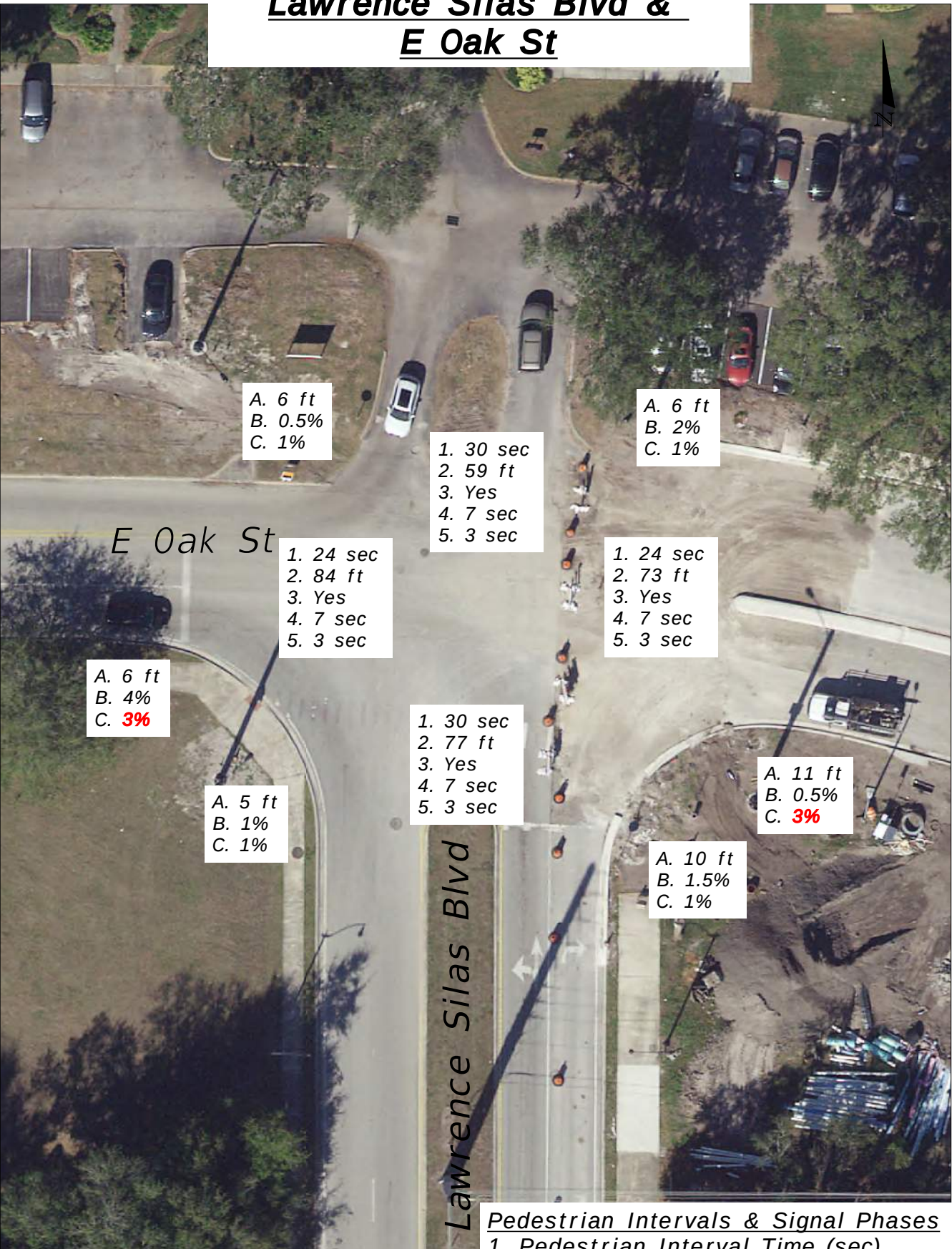
NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS

	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	✓	N/A	✓	N/A
Running Slope:	0.5%	N/A	1.5%	N/A	2%	N/A	1%	N/A
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DWS:	✓	N/A	✓	N/A	X	N/A	X	N/A

NOTES: RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.
DETECTABLE WARNING SURFACE NOT FULL WIDTH AT SW AND SE CURB RAMPS.

Lawrence Silas Blvd & E Oak St



A. 6 ft
B. 0.5%
C. 1%

1. 30 sec
2. 59 ft
3. Yes
4. 7 sec
5. 3 sec

A. 6 ft
B. 2%
C. 1%

E Oak St

1. 24 sec
2. 84 ft
3. Yes
4. 7 sec
5. 3 sec

1. 24 sec
2. 73 ft
3. Yes
4. 7 sec
5. 3 sec

A. 6 ft
B. 4%
C. **3%**

A. 5 ft
B. 1%
C. 1%

1. 30 sec
2. 77 ft
3. Yes
4. 7 sec
5. 3 sec

A. 11 ft
B. 0.5%
C. **3%**

A. 10 ft
B. 1.5%
C. 1%

Lawrence Silas Blvd

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: _____

4E.08 PEDESTRIAN DETECTORS

	NW:	NE:	SW:	SE:
A. unobstructed & adjacent to level all-weather surface	✓	✓	✓	✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	✓	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	X	X	X	X
-if no, not greater than 10ft	6.5'	7'	7'	10.5'
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	✓	✓	✓	✓
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: NW (N), NE (N), AND SE (E) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
PED POLE AT SE (E) CURB RAMP IS 10.5' FROM EDGE OF CURB.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK AT NW (N), NE (N), SW (S), SW (W),
AND SE (E) CURB RAMPS.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

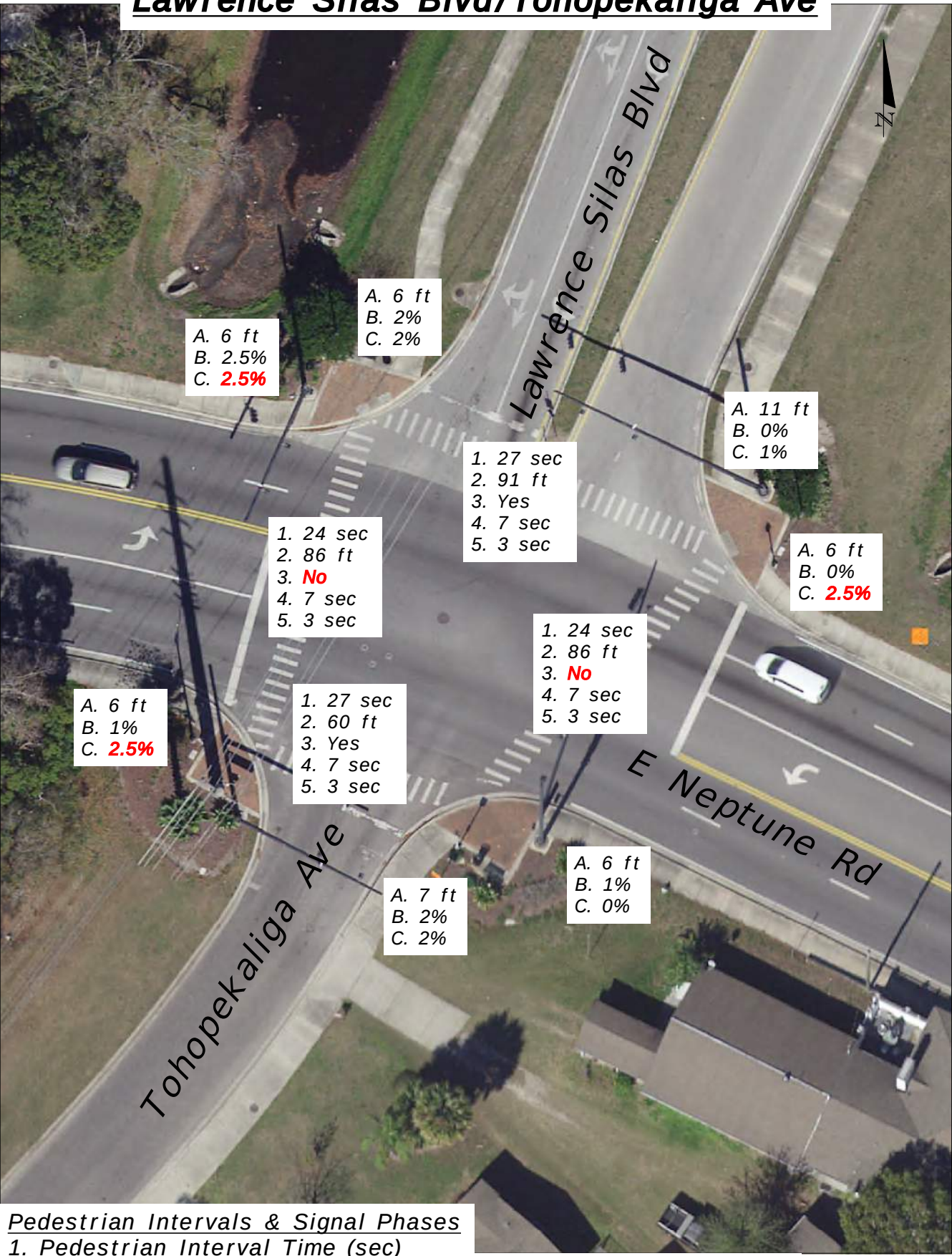
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	✓	✓	✓	✓
Running Slope:	1.5%	1.5%	0.5%	6.5%	1%	2%	4.5%	4.5%
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	5%	5%
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	1.5%	5.5%
DWS:	✓	✓	✓	X	✓	X	X	X

NOTES: RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS EXCEPT NE (E).
DETECTABLE WARNING SURFACES NOT FULL WIDTH AT NE (E), SW (W), SE (S), AND SE (E)
CURB RAMPS.

E Neptune Rd &
Lawrence Silas Blvd/Tohopekaliga Ave



- Pedestrian Intervals & Signal Phases
- 1. Pedestrian Interval Time (sec)
 - 2. Pedestrian Crossing Distance (ft)
 - 3. MUTCD Compliant (3.5 ft/sec max.)
 - 4. Walk Interval Minimum (7sec/4sec)
 - 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES:

INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS EAST AND WEST CROSSWALKS.
CROSS SLOPES TOO STEEP AT NW (W), NE (E), AND SW (W) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	X	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	✓
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	X	X	✓	X
-if no, not greater than 10ft	✓	X	✓	✓
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	N/A	✓	✓	✓
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES:

1.5" VERTICAL OFFSET ADJACENT TO PEDESTRIAN DETECTOR AT NW CORNER.
NE (N), SW (S), AND SW (W) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
NW (W) PEDESTRIAN DETECTOR 12' OUTSIDE OF CROSSWALK LIMITS.
NE (E) PEDESTRIAN DETECTOR 12.5' FROM EDGE OF CURB.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES:

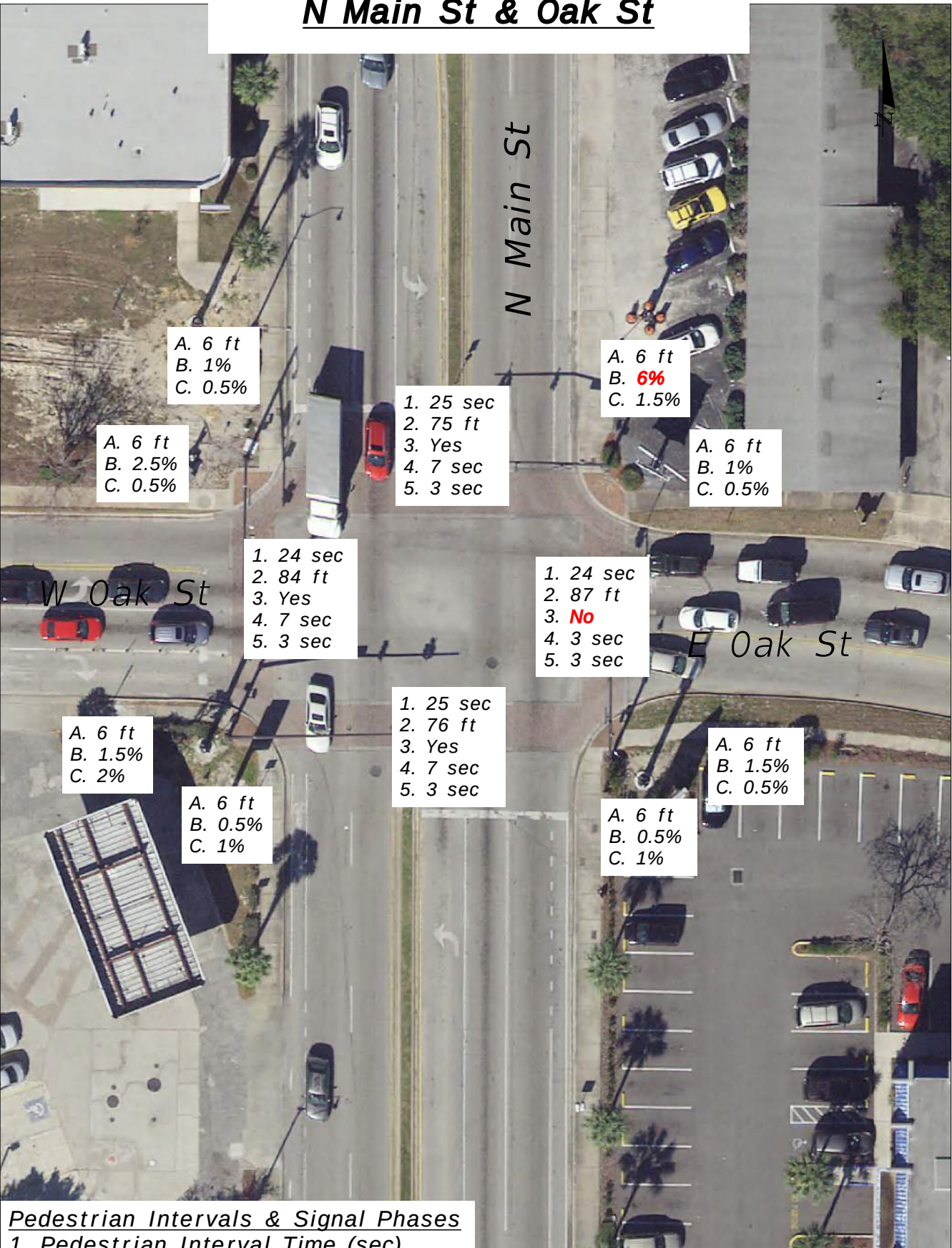
ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N): ✓	NW (W): N/A	NE (N): ✓	NE (E): N/A	SW (S): ✓	SW (W): N/A	SE (S): ✓	SE (E): N/A
Turning Space:	5%	N/A	4%	N/A	4%	N/A	3.5%	N/A
Running Slope:	7%	N/A	10%	N/A	1.5%	N/A	7%	N/A
Transition Slope (L):	6%	N/A	9%	N/A	5%	N/A	7%	N/A
Transition Slope (R):	✓	N/A	✓	N/A	X	N/A	X	N/A
DWS:								

NOTES:

DETECTABLE WARNING SURFACES MISSING AT SW AND SE CURB RAMPS.

N Main St & Oak St



A. 6 ft
B. 1%
C. 0.5%

A. 6 ft
B. 2.5%
C. 0.5%

1. 25 sec
2. 75 ft
3. Yes
4. 7 sec
5. 3 sec

A. 6 ft
B. **6%**
C. 1.5%

A. 6 ft
B. 1%
C. 0.5%

W Oak St

1. 24 sec
2. 84 ft
3. Yes
4. 7 sec
5. 3 sec

1. 24 sec
2. 87 ft
3. **No**
4. 3 sec
5. 3 sec

E Oak St

A. 6 ft
B. 1.5%
C. 2%

A. 6 ft
B. 0.5%
C. 1%

1. 25 sec
2. 76 ft
3. Yes
4. 7 sec
5. 3 sec

A. 6 ft
B. 1.5%
C. 0.5%

A. 6 ft
B. 0.5%
C. 1%

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

N MAIN ST & OAK ST

DATE INSPECTED: 7/

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS EAST CROSSWALK.

GRADE TOO STEEP AT NE (N) APPROACH SIDEWALK.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

- if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

- if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
✓	✓	X	✓
N/A	N/A	6.5'	N/A
X	X	X	X
✓	✓	✓	✓
✓	✓	✓	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: NW (N), NW (W), NE (N), NE (E), SW (S) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

SE (E) PEDESTRIAN DETECTOR 8' FROM CROSSWALK LIMITS.

FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

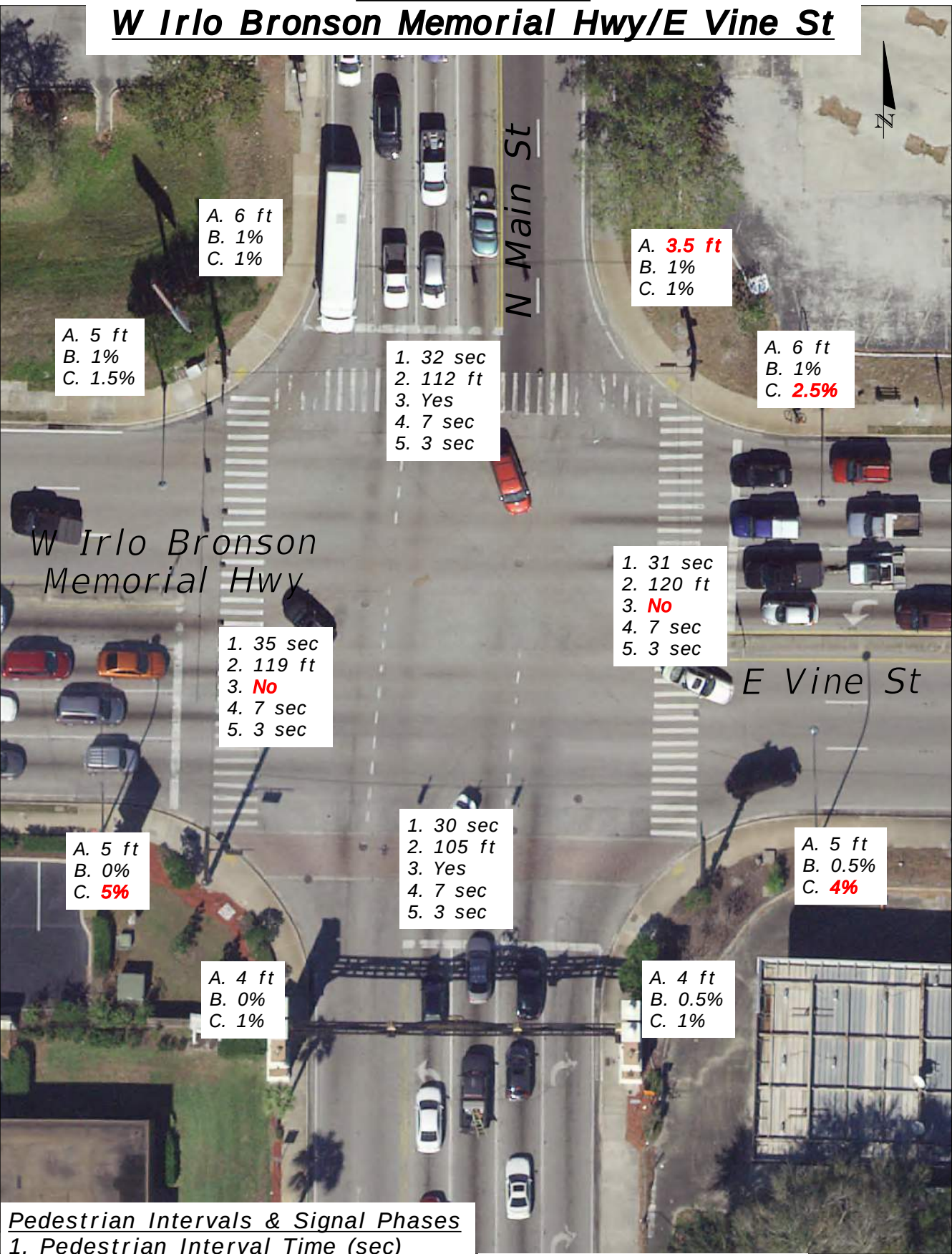
CURB RAMPS

AMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:								
Running Slope:	0.5%	1.5%	0.5%	0%	1.5%	2%	1%	0%
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DWS:							X	

NOTES: **RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.**

EDGE BETWEEN DETECTABLE WARNING SURFACES CREATES 3/8" VERTICAL OFFSET AT SE (E) ALL CURB RAMP.

**N Main St &
W Irlo Bronson Memorial Hwy/E Vine St**



A. 6 ft
B. 1%
C. 1%

A. **3.5 ft**
B. 1%
C. 1%

A. 6 ft
B. 1%
C. **2.5%**

A. 5 ft
B. 1%
C. 1.5%

1. 32 sec
2. 112 ft
3. Yes
4. 7 sec
5. 3 sec

1. 31 sec
2. 120 ft
3. **No**
4. 7 sec
5. 3 sec

1. 35 sec
2. 119 ft
3. **No**
4. 7 sec
5. 3 sec

E Vine St

A. 5 ft
B. 0%
C. **5%**

1. 30 sec
2. 105 ft
3. Yes
4. 7 sec
5. 3 sec

A. 5 ft
B. 0.5%
C. **4%**

A. 4 ft
B. 0%
C. 1%

A. 4 ft
B. 0.5%
C. 1%

- Pedestrian Intervals & Signal Phases**
- 1. Pedestrian Interval Time (sec)
 - 2. Pedestrian Crossing Distance (ft)
 - 3. MUTCD Compliant (3.5 ft/sec max.)
 - 4. Walk Interval Minimum (7sec/4sec)
 - 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches**
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: CONTINUOUS WIDTH IS 3.5' AT NE (N) APPROACH SIDEWALK DUE TO TRAFFIC SIGNAL FOUNDATION.

INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS EAST AND WEST CROSSWALKS.

CROSS SLOPES TOO STEEP AT NE (E), SW (W), AND SE (E) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	X	X	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	X	X	X	X
-if no, not greater than 10ft	8'	12'	9'	8'
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	✓	✓	✓	✓
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES: 5/8" AND 1/2" VERTICAL OFFSETS ADJACENT TO PEDESTRIAN DETECTOR AT SW CORNER.

NW (N), NW (W), NE (N), NE (E), SW (W) AND SE (S) PEDESTRIAN DETECTORS 10', 6', 7', 7', 6' AND 7' OUTSIDE OF CROSSWALK LIMITS.

NE (E) PEDESTRIAN DETECTOR 12' FROM EDGE OF CURB.

FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

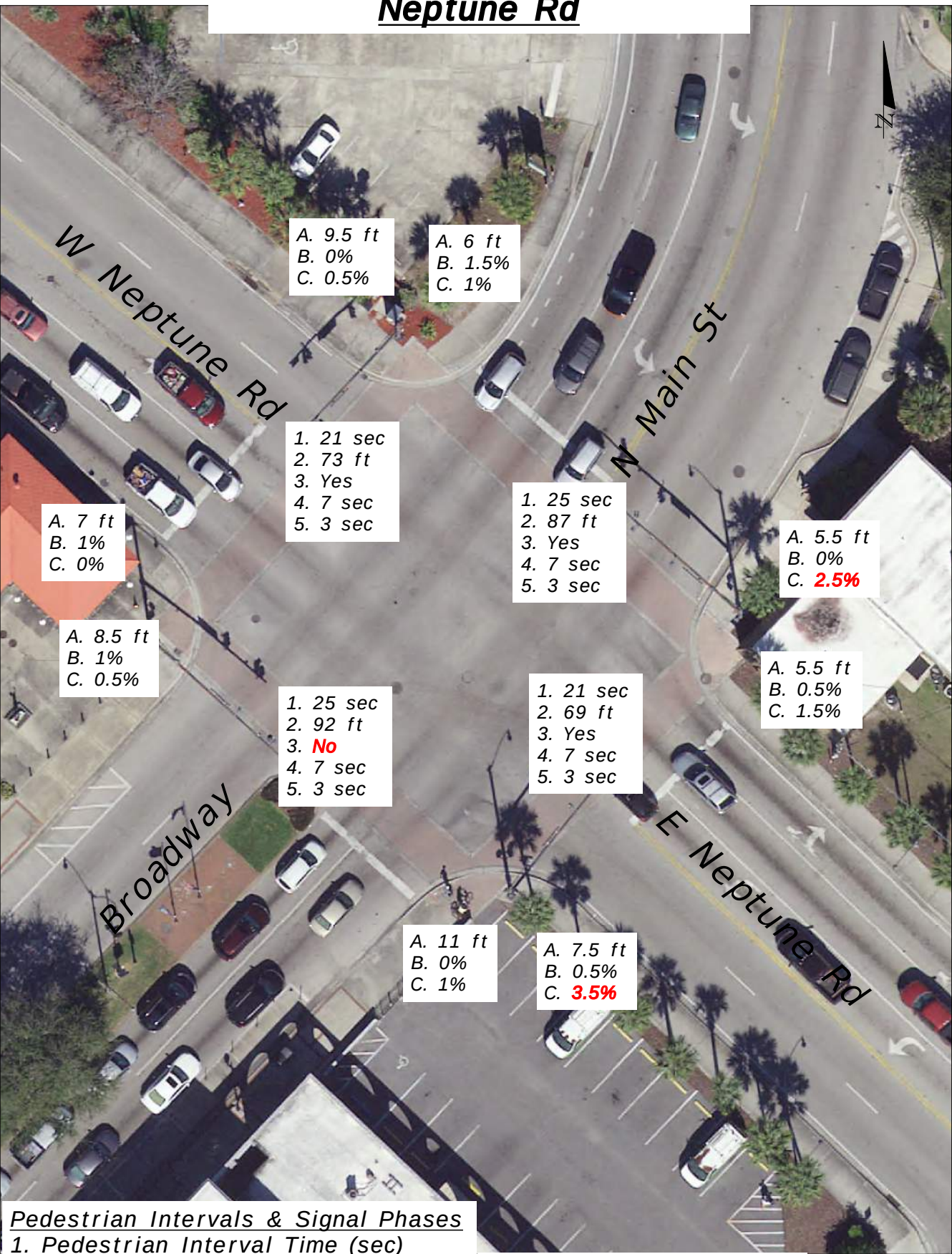
NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	✓	N/A	X	N/A
Running Slope:	1.5%	N/A	1.5%	N/A	6.5%	N/A	9%	N/A
Transition Slope (L):	2.5%	N/A	1.5%	N/A	8%	N/A	10%	N/A
Transition Slope (R):	5.5%	N/A	6.5%	N/A	1%	N/A	3%	N/A
DWS:	✓	N/A	✓	N/A	X	N/A	X	N/A

NOTES: RUNNING SLOPE TOO FLAT AT NW AND NE CURB RAMPS.

DETECTABLE WARNING SURFACES MISSING AT SW AND SE CURB RAMPS.

N Main St/Broadway &
Neptune Rd



- Pedestrian Intervals & Signal Phases
- 1. Pedestrian Interval Time (sec)
 - 2. Pedestrian Crossing Distance (ft)
 - 3. MUTCD Compliant (3.5 ft/sec max.)
 - 4. Walk Interval Minimum (7sec/4sec)
 - 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS SOUTH CROSSWALK.**

 CROSS SLOPES TOO STEEP AT SE (E) AND NE (N) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	<u>NW:</u> <u>✓</u>	<u>NE:</u> <u>✓</u>	<u>SW:</u> <u>✓</u>	<u>SE:</u> <u>X</u>
-if no, surface is level as possible	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>✓</u>
B. wheelchair accessible route from pushbutton to ramp	<u>X</u>	<u>✓</u>	<u>✓</u>	<u>X</u>
C. between edge of crosswalk line (extended) and not greater than 5ft	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	<u>X</u>	<u>X</u>	<u>X</u>	<u>✓</u>
-if no, not greater than 10ft	<u>10'</u>	<u>8.5'</u>	<u>9'</u>	<u>N/A</u>
E. face of pushbutton parallel to crosswalk	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
F. height approx 3.5ft, not greater than 4ft	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
Where there are two pushbutton per corner, 10ft apart	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
-if no, is there a physical constraint?	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Pushbutton has sign associated?	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
Pilot light present?	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
-if yes, only on once activated & remains on until WALK	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

NOTES: **VERTICAL OFFSETS GREATER THAN 1" AT SE CURB RAMP.**

 PED POLE FOR NW (N) CROSSWALK IS NOT ADJACENT TO SIDEWALK.

 NW (W), NE (N), SW (S) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

 FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

 PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS	<u>NW (N):</u>	<u>NW (W):</u>	<u>NE (N):</u>	<u>NE (E):</u>	<u>SW (S):</u>	<u>SW (W):</u>	<u>SE (S):</u>	<u>SE (E):</u>
Turning Space:	<u>X</u>	<u>N/A</u>	<u>X</u>	<u>N/A</u>	<u>✓</u>	<u>N/A</u>	<u>X</u>	<u>N/A</u>
Running Slope:	<u>7.5%</u>	<u>N/A</u>	<u>11%</u>	<u>N/A</u>	<u>3%</u>	<u>N/A</u>	<u>16%</u>	<u>N/A</u>
Transition Slope (L):	<u>8.5%</u>	<u>N/A</u>	<u>10%</u>	<u>N/A</u>	<u>2%</u>	<u>N/A</u>	<u>17%</u>	<u>N/A</u>
Transition Slope (R):	<u>4%</u>	<u>N/A</u>	<u>18%</u>	<u>N/A</u>	<u>4%</u>	<u>N/A</u>	<u>7%</u>	<u>N/A</u>
DWS:	<u>X</u>	<u>N/A</u>	<u>X</u>	<u>N/A</u>	<u>X</u>	<u>N/A</u>	<u>X</u>	<u>N/A</u>

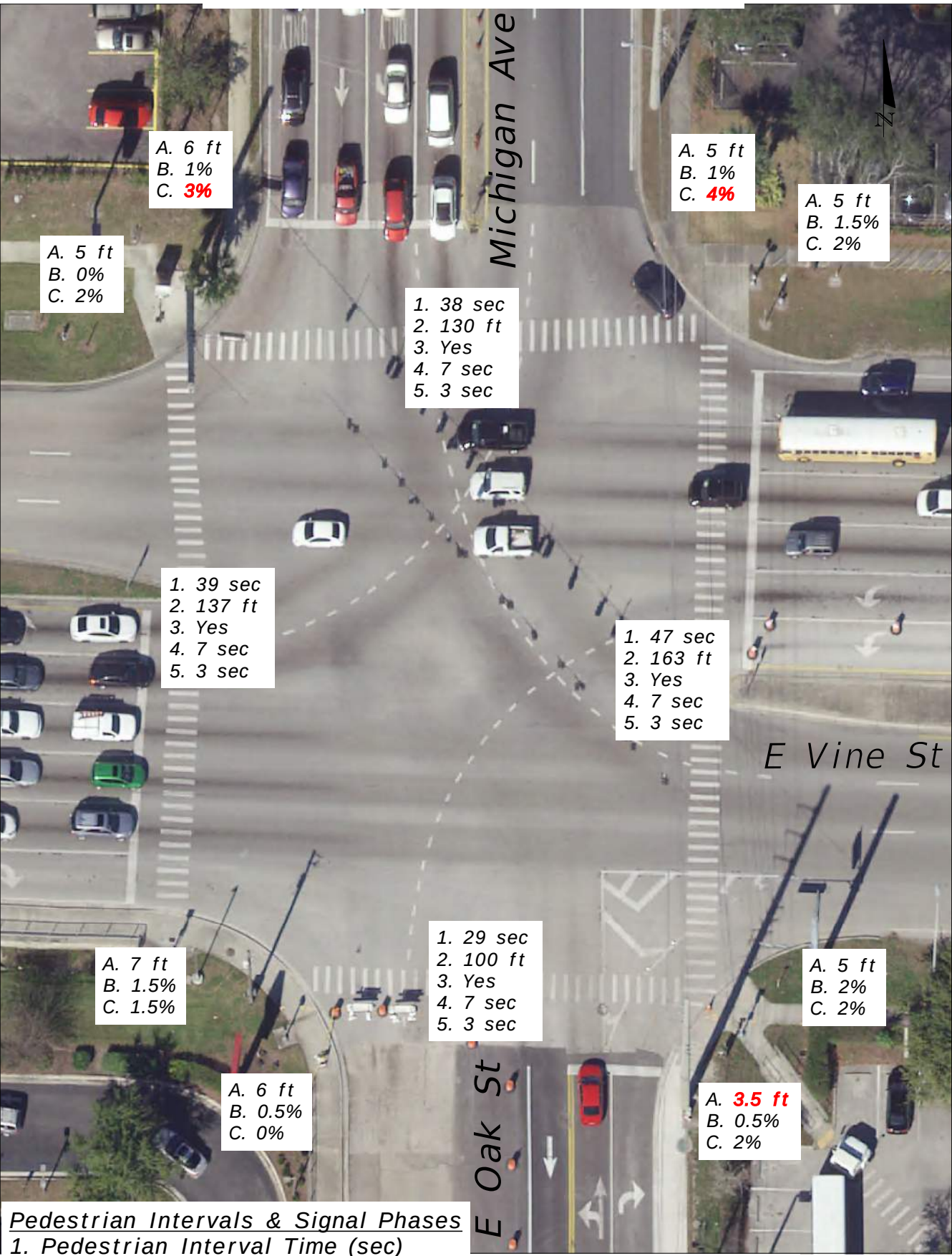
NOTES: **TURNING SPACE NOT PROVIDED AT NW, NE, AND SE CURB RAMPS.**

 RUNNING SLOPE TOO STEEP AT NE AND SE CURB RAMPS.

 TRANSITION SLOPE TOO STEEP AT NE AND SE CURB RAMPS.

 DETECTABLE WARNING SURFACES MISSING AT ALL CURB RAMPS.

Michigan Ave & E Vine St



A. 6 ft
B. 1%
C. **3%**

A. 5 ft
B. 1%
C. **4%**

A. 5 ft
B. 1.5%
C. 2%

- 1. 38 sec
- 2. 130 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

- 1. 39 sec
- 2. 137 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

- 1. 47 sec
- 2. 163 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

A. 7 ft
B. 1.5%
C. 1.5%

- 1. 29 sec
- 2. 100 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

A. 5 ft
B. 2%
C. 2%

A. 6 ft
B. 0.5%
C. 0%

A. **3.5 ft**
B. 0.5%
C. 2%

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES:

CONTINUOUS WIDTH NON-COMPLIANT AT SOUTH APPROACH TO SE CORNER.

CROSS SLOPES TOO STEEP AT NW (N) AND NE (N) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: X	SE: ✓
-if no, surface is level as possible	N/A	N/A	✓	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	✓	X	✓
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	X	X	X	X
-if no, not greater than 10ft	13'	11'	9'	10'
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	N/A	N/A	✓	N/A
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES:

PED POLE NOT ADJACENT TO LEVEL SURFACE FOR WEST CROSSWALK AT SW CORNER.

NW AND SW (W) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

SW (S) PEDESTRIAN DETECTOR 12' OUTSIDE OF CROSSWALK LIMITS.

PED POLES GREATER THAN 10' AWAY FROM CURB AT ALL CURB RAMPS.

FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES:

ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	X	X	X	N/A
Running Slope:	2%	N/A	6%	N/A	6%	5%	24%	N/A
Transition Slope (L):	12.5%	N/A	5.5%	N/A	2.5%	1%	5.5%	N/A
Transition Slope (R):	6.5%	N/A	3%	N/A	6%	10.5%	3%	N/A
DWS:	X	N/A	X	N/A	X	X	X	N/A

NOTES:

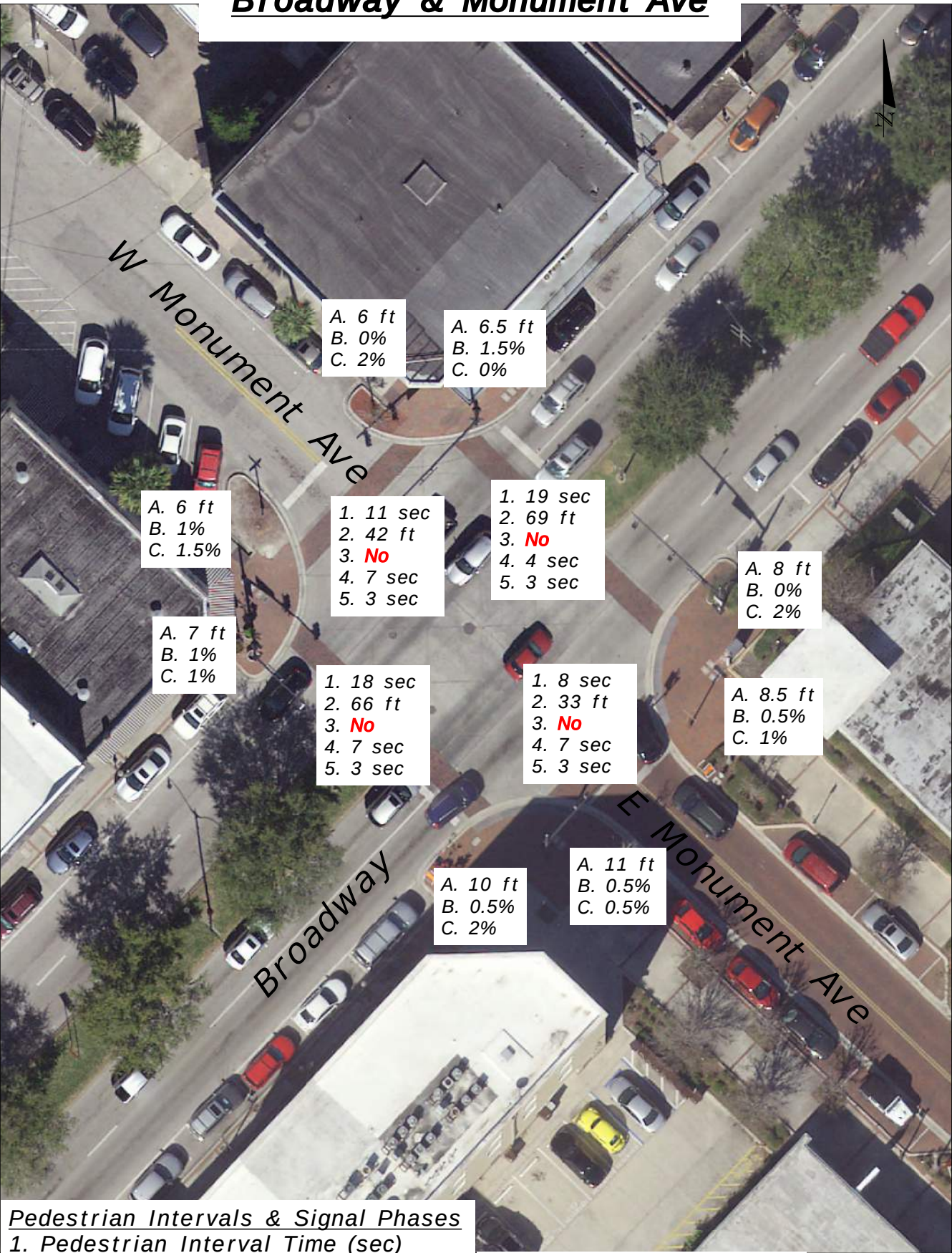
TURNING SPACE NOT PROVIDED AT SW AND SE CURB RAMPS.

RUNNING SLOPE TOO FLAT AT NW CURB RAMP AND TOO STEEP AT SE CURB RAMP.

TRANSITION SLOPE TOO STEEP AT NW AND SW (W) CURB RAMPS.

DETECTABLE WARNING SURFACES MISSING AT ALL CURB RAMPS.

Broadway & Monument Ave



- Pedestrian Intervals & Signal Phases
- 1. Pedestrian Interval Time (sec)
 - 2. Pedestrian Crossing Distance (ft)
 - 3. MUTCD Compliant (3.5 ft/sec max.)
 - 4. Walk Interval Minimum (7sec/4sec)
 - 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES:

INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS ALL CROSSWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface	NW: ✓	NE: ✓	SW: ✓	SE: ✓
-if no, surface is level as possible	N/A	N/A	N/A	N/A
B. wheelchair accessible route from pushbutton to ramp	✓	✓	✓	✓
C. between edge of crosswalk line (extended) and not greater than 5ft	X	X	X	X
D. 1.5ft - 6ft from edge of curb, shoulder, pavement	✓	X	✓	X
-if no, not greater than 10ft	N/A	8.5'	N/A	12.5'
E. face of pushbutton parallel to crosswalk	X	X	X	X
F. height approx 3.5ft, not greater than 4ft	✓	✓	✓	✓
Where there are two pushbutton per corner, 10ft apart	N/A	N/A	N/A	N/A
-if no, is there a physical constraint?	N/A	N/A	N/A	N/A
Pushbutton has sign associated?	✓	✓	✓	✓
Pilot light present?	X	X	X	X
-if yes, only on once activated & remains on until WALK	N/A	N/A	N/A	N/A

NOTES:

NE (E), SW (W) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.

NE (N) PEDESTRIAN DETECTOR 8' FROM CROSSWALK LIMITS.

NE AND SE PEDESTRIAN DETECTOR IS 8.5' AND 12.5' FROM EDGE OF CURB.

FACE OF PUSHBUTTON AT NW, SW, AND SE NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES:

ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

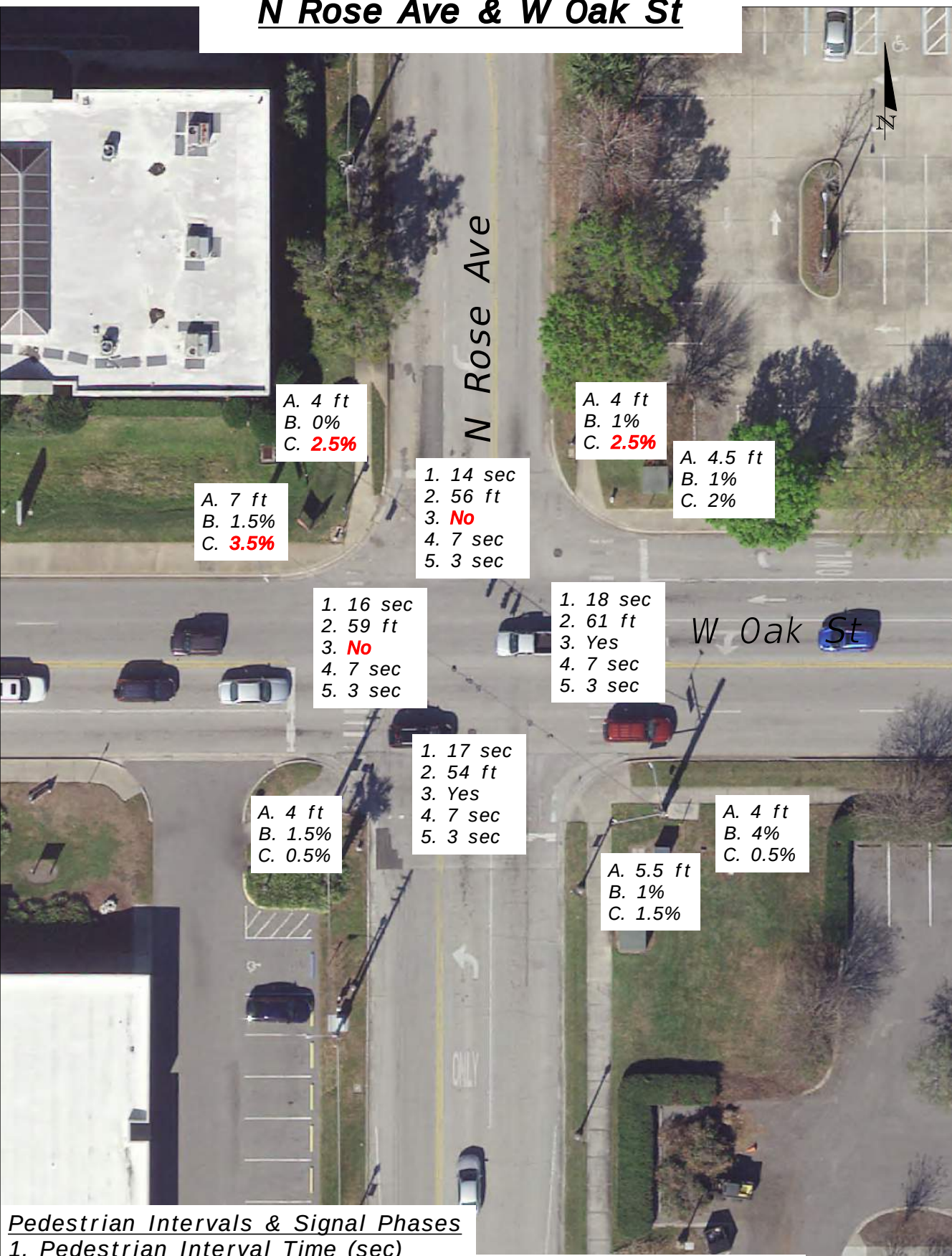
CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	✓	N/A	✓	N/A
Running Slope:	1.5%	N/A	0.5%	N/A	0%	N/A	0.5%	N/A
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DWS:	X	N/A	✓	N/A	X	N/A	✓	N/A

NOTES:

RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.

DETECTABLE WARNING SURFACES MISSING AT NW AND SW CURB RAMPS.

N Rose Ave & W Oak St



Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH AND WEST CROSSWALKS.
CROSS SLOPES TOO STEEP AT NW (N), NW (W) AND NE (N) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
X	✓	✓	X
11'	N/A	N/A	13'
X	✓	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
X	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: NW (N), SW (S) AND SW (W) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
NE (N) AND NW (W) PEDESTRIAN DETECTORS 12' FROM CROSSWALK LIMITS.
NE (E) PEDESTRIAN DETECTOR IS ON WRONG SIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON AT NW, SW, AND SE NOT PARALLEL TO CROSSWALK.
NW (W) PUSHBUTTON SIGN WITH MISSING/PEELING LETTERING.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

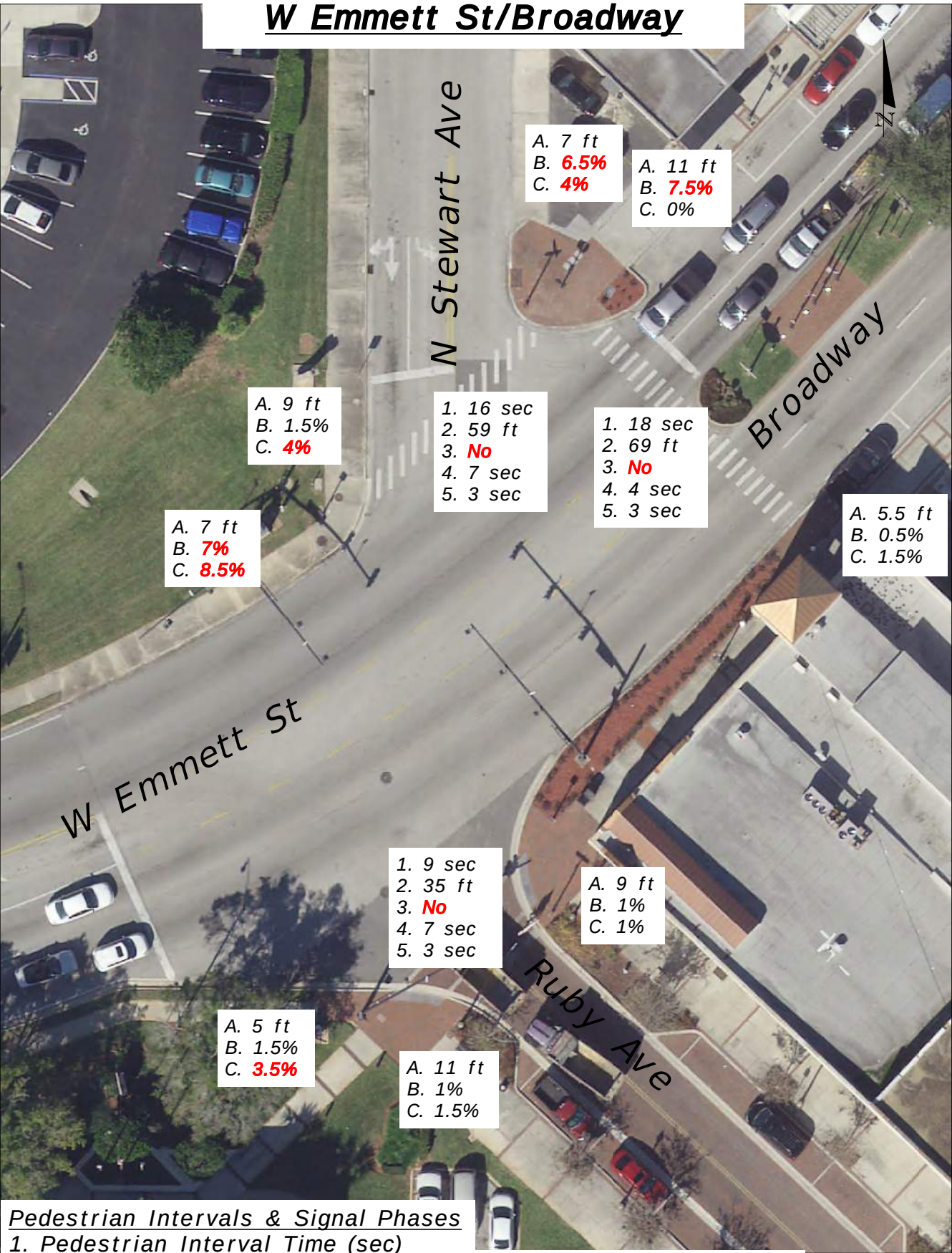
4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	X	N/A	X	N/A	X	N/A	X	N/A
Running Slope:	3.5%	N/A	7%	N/A	3%	N/A	6%	N/A
Transition Slope (L):	N/A	N/A	N/A	N/A	N/A	N/A	16.5%	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	N/A	N/A	7.5%	N/A
DWS:	X	N/A	X	N/A	X	N/A	X	N/A

NOTES: TURNING SPACE NOT PROVIDED AT ALL CURB RAMPS.
RUNNING SLOPE TOO FLAT AT NW AND SW CURB RAMPS.
TRANSITION SLOPE TOO STEEP AT SE CURB RAMP.
DETECTABLE WARNING SURFACES MISSING AT ALL CURB RAMPS.

N Stewart Ave/Ruby Ave & W Emmett St/Broadway



- Pedestrian Intervals & Signal Phases
1. Pedestrian Interval Time (sec)
 2. Pedestrian Crossing Distance (ft)
 3. MUTCD Compliant (3.5 ft/sec max.)
 4. Walk Interval Minimum (7sec/4sec)
 5. Buffer Interval Minimum (3sec)

- Sidewalk Approaches
- A. Continuous Width (4 ft)
 - B. Grade (<5%)
 - C. Cross Slope (<2%)

**N STEWART AVE/RUBY AVE &
W EMMETT ST/BROADWAY**

INTERSECTION:

DATE INSPECTED:

7/1

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH, SOUTH, AND EAST CROSSWALKS.**
GRADES TOO STEEP AT NW (W), NE (N), AND NE (E) SIDEWALK APPROACHES.
CROSS SLOPES TOO STEEP AT NW (N), NW (W), NE (N), AND SW (W) SIDEWALK APPROACHES.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	✓	X
7'	9.5'	N/A	7'
X	X	✓	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (E), SW AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**
FACE OF PUSHBUTTON AT NW AND SE NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

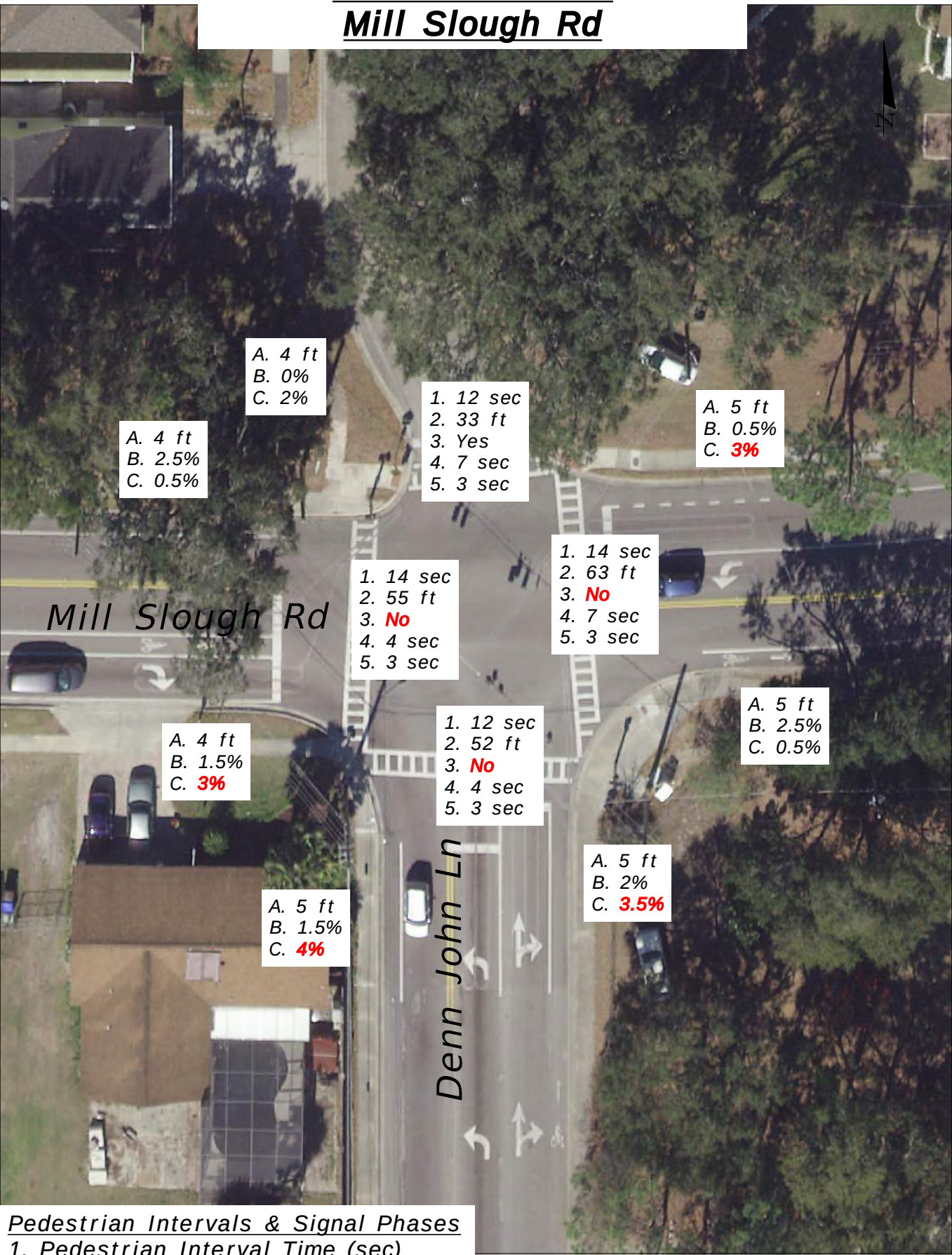
NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	X	N/A	✓	N/A	✓	N/A	✓	✓
Running Slope:	2%	N/A	2%	N/A	2.5%	N/A	3.5%	0.5%
Transition Slope (L):	11.5%	N/A	6%	N/A	8%	N/A	6.5%	8%
Transition Slope (R):	16%	N/A	5%	N/A	9%	N/A	8%	6%
DWS:	X	N/A	X	N/A	✓	N/A	X	✓

NOTES: **TURNING SPACE NOT PROVIDED AT NW CURB RAMP.**
RUNNING SLOPE TOO FLAT AT ALL CURB RAMPS.
TRANSITION SLOPES TOO STEEP AT NW CURB RAMP.
DETECTABLE WARNING SURFACES MISSING AT NW, NE AND SE (S) CURB RAMPS.

Denn John Ln &
Mill Slough Rd



A. 4 ft
B. 0%
C. 2%

A. 4 ft
B. 2.5%
C. 0.5%

1. 12 sec
2. 33 ft
3. Yes
4. 7 sec
5. 3 sec

A. 5 ft
B. 0.5%
C. **3%**

Mill Slough Rd

1. 14 sec
2. 55 ft
3. **No**
4. 4 sec
5. 3 sec

1. 14 sec
2. 63 ft
3. **No**
4. 7 sec
5. 3 sec

A. 4 ft
B. 1.5%
C. **3%**

1. 12 sec
2. 52 ft
3. **No**
4. 4 sec
5. 3 sec

A. 5 ft
B. 2.5%
C. 0.5%

A. 5 ft
B. 1.5%
C. **4%**

Denn John Ln

A. 5 ft
B. 2%
C. **3.5%**

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

DENN JOHN LN & MILL SLOUGH RD

DATE INSPECTED:

12/19/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS SOUTH, EAST, AND WEST CROSSWALKS.**
CROSS SLOPES TOO STEEP AT NE (E), SW (S), SW (W), AND SE (S) APPROACH SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**
SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL**4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

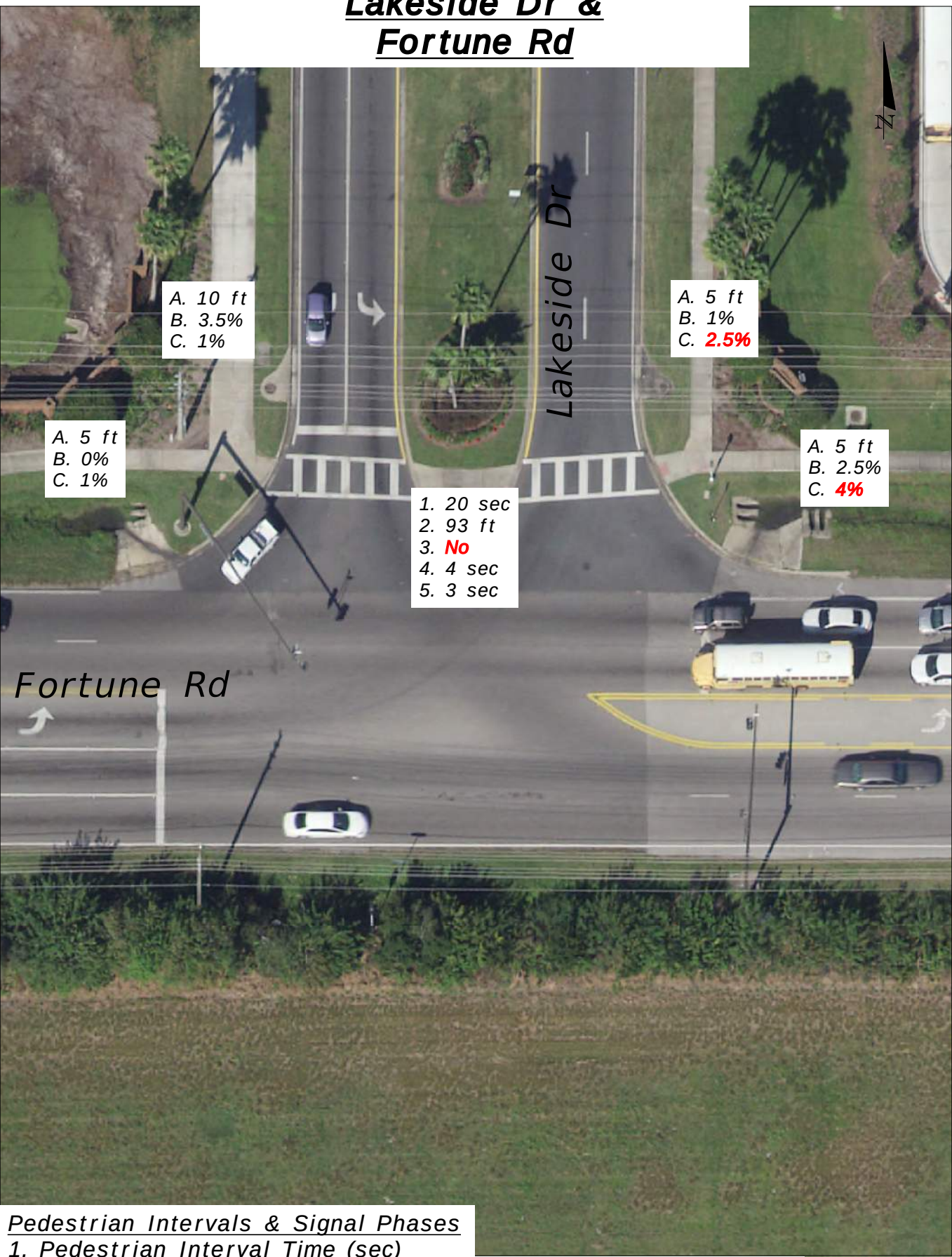
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
✓	✓	N/A	N/A	X	N/A	✓	N/A
2%	6.5%	6.5%	N/A	13%	N/A	8%	N/A
N/A	4%	N/A	N/A	15.5%	N/A	4%	N/A
N/A	N/A	N/A	N/A	14%	N/A	12%	N/A
X	X	✓	N/A	X	N/A	X	N/A

NOTES: **TURNING SPACE NOT PROVIDED AT SW CURB RAMP.**
RUNNING SLOPE TOO STEEP AT SW CURB RAMP.
TRANSITION SLOPE TOO STEEP AT SW AND SE CURB RAMPS.
DETECTABLE WARNING SURFACES MISSING AT NW (W), SW, SE CURB RAMPS.
DETECTABLE WARNING SURFACE NOT FULL WIDTH AT NW (N) CURB RAMP.

Lakeside Dr & Fortune Rd



A. 10 ft
B. 3.5%
C. 1%

A. 5 ft
B. 1%
C. 2.5%

A. 5 ft
B. 0%
C. 1%

1. 20 sec
2. 93 ft
3. No
4. 4 sec
5. 3 sec

A. 5 ft
B. 2.5%
C. 4%

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

LAKESIDE DR & FORTUNE RD

DATE INSPECTED:

12/18/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**

NOTES:

INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH CROSSWALK.**CROSS SLOPES TOO STEEP AT NE (N) AND NE (E) APPROACH SIDEWALKS.****4E.08 PEDESTRIAN DETECTORS**

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES:

NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.****FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.****PUSHBUTTON PILOT LIGHTS NOT PRESENT.****4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL****4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**

NOTES:

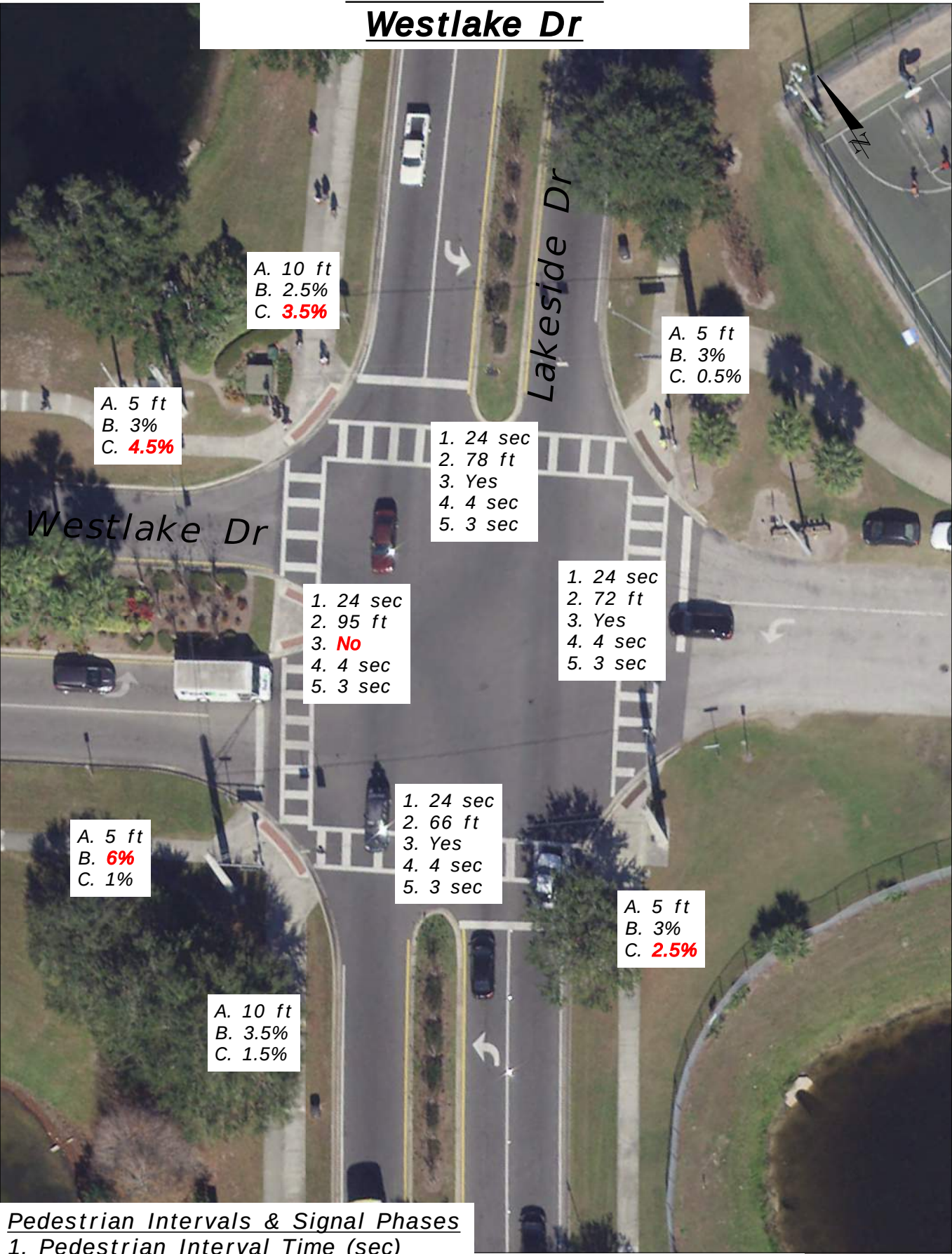
ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**CURB RAMPS**

	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	✓	N/A	N/A	N/A	N/A	N/A
Running Slope:	12.5%	N/A	13%	N/A	N/A	N/A	N/A	N/A
Transition Slope (L):	10%	N/A	13.5%	N/A	N/A	N/A	N/A	N/A
Transition Slope (R):	12.5%	N/A	19%	N/A	N/A	N/A	N/A	N/A
DWS:	X	N/A	X	N/A	N/A	N/A	N/A	N/A

NOTES:

RUNNING SLOPE TOO STEEP AT NW AND NE CURB RAMPS.**TRANSITION SLOPE TOO STEEP AT NW AND NE CURB RAMPS.****DETECTABLE WARNING SURFACE MISSING AT NW CURB RAMP AND NOT FULL WIDTH AT NE CURB RAMP.**

Lakeside Dr &
Westlake Dr



A. 10 ft
B. 2.5%
C. **3.5%**

A. 5 ft
B. 3%
C. 0.5%

A. 5 ft
B. 3%
C. **4.5%**

- 1. 24 sec
- 2. 78 ft
- 3. Yes
- 4. 4 sec
- 5. 3 sec

Westlake Dr

- 1. 24 sec
- 2. 95 ft
- 3. **No**
- 4. 4 sec
- 5. 3 sec

- 1. 24 sec
- 2. 72 ft
- 3. Yes
- 4. 4 sec
- 5. 3 sec

A. 5 ft
B. **6%**
C. 1%

- 1. 24 sec
- 2. 66 ft
- 3. Yes
- 4. 4 sec
- 5. 3 sec

A. 5 ft
B. 3%
C. **2.5%**

A. 10 ft
B. 3.5%
C. 1.5%

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

LAKESIDE DR & WESTLAKE DR

DATE INSPECTED:

12/18/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS WEST CROSSWALK.****CROSS SLOPES TOO STEEP AT NW (N), NW (W), AND SE (S) APPROACH SIDEWALKS.****GRADE TOO STEEP AT SW (W) APPROACH SIDEWALK.****4E.08 PEDESTRIAN DETECTORS**

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.****SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.****FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.****PUSHBUTTON PILOT LIGHTS NOT PRESENT.****4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL****4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.****CURB RAMPS**

Turning Space:

Running Slope:

Transition Slope (L):

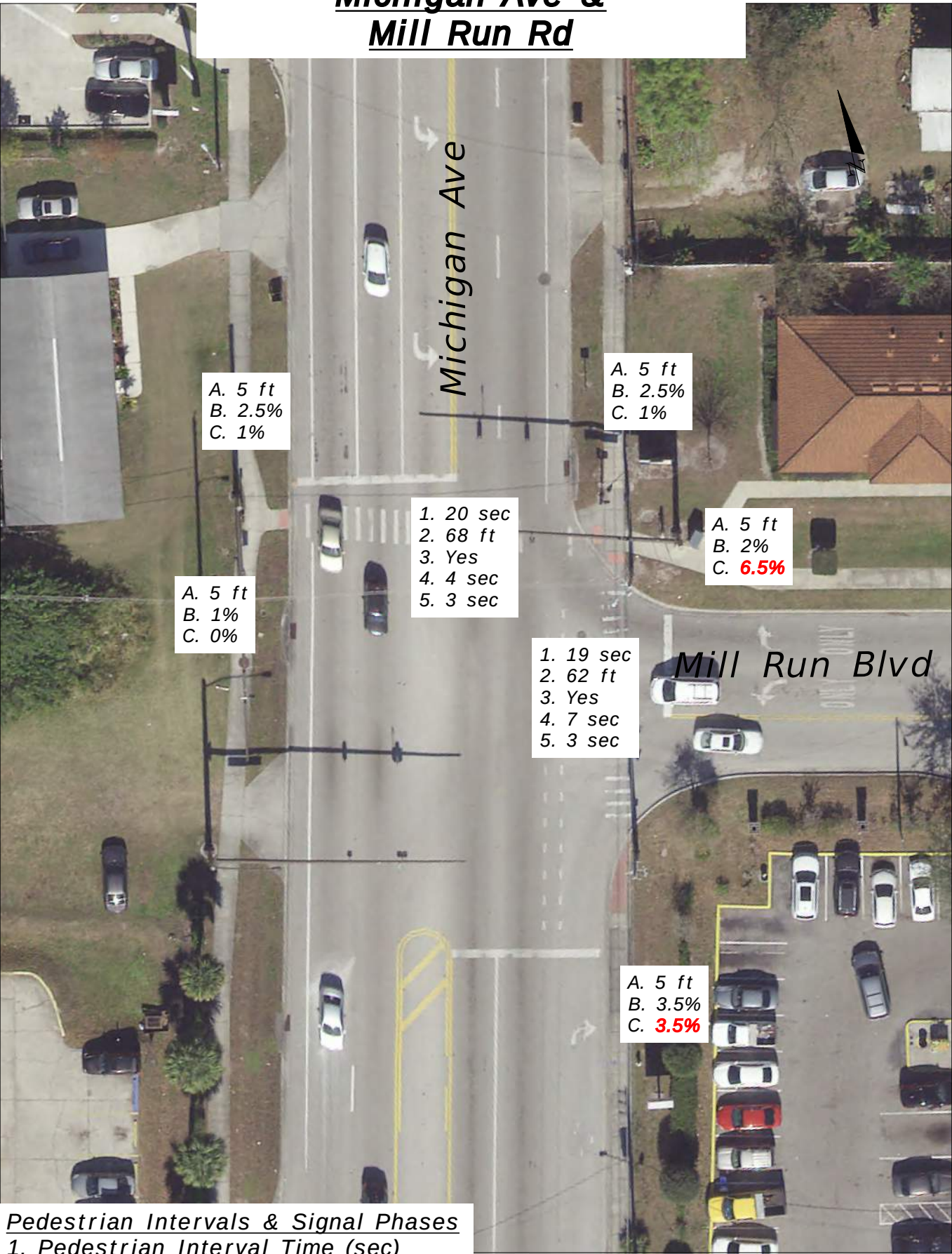
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
X	N/A	✓	N/A	X	N/A	✓	✓
4.5%	N/A	8.5%	N/A	9%	N/A	8.5%	9.5%
3.5%	N/A	3.5%	N/A	3%	N/A	7%	6.5%
7%	N/A	14.5%	N/A	1%	N/A	7%	2.5%
✓	N/A	✓	N/A	✓	N/A	✓	✓

NOTES: **TURNING SPACE NOT PROVIDED AT NW AND SW CURB RAMP.****RUNNING SLOPE TOO STEEP AT NE, SW, SE (S) AND SE (E) CURB RAMPS.****TRANSITION SLOPE TOO STEEP AT NE CURB RAMP.****DETECTABLE WARNING SURFACES DETERIORATED AT NE AND SE CURB RAMP.**

Michigan Ave &
Mill Run Rd



A. 5 ft
B. 2.5%
C. 1%

A. 5 ft
B. 2.5%
C. 1%

- 1. 20 sec
- 2. 68 ft
- 3. Yes
- 4. 4 sec
- 5. 3 sec

A. 5 ft
B. 1%
C. 0%

A. 5 ft
B. 2%
C. **6.5%**

- 1. 19 sec
- 2. 62 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

Mill Run Blvd

A. 5 ft
B. 3.5%
C. **3.5%**

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

MICHIGAN AVE & MILL RUN RD

DATE INSPECTED:

12/18/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**NOTES: **CROSS SLOPES TOO STEEP AT NE (E) AND SE (S) APPROACH SIDEWALKS.****4E.08 PEDESTRIAN DETECTORS**

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	N/A	X
N/A	N/A	N/A	X
✓	✓	N/A	X
X	X	N/A	✓
X	✓	N/A	✓
11'	N/A	N/A	N/A
X	✓	N/A	✓
✓	✓	N/A	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	N/A	✓
X	X	N/A	X
N/A	N/A	N/A	N/A

NOTES: **PEDESTRIAN DETECTOR ADJACENT TO RUNNING SLOPE AT SE CURB RAMP.****NE (E) AND NW PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.****PEDESTRIAN DETECTOR AT NW CURB RAMP FARTHER THAN 10' AWAY FROM EDGE OF CURB.****FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK AT NW CURB RAMP.****PUSHBUTTON PILOT LIGHTS NOT PRESENT.****4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL****4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.****CURB RAMPS**

Turning Space:

Running Slope:

Transition Slope (L):

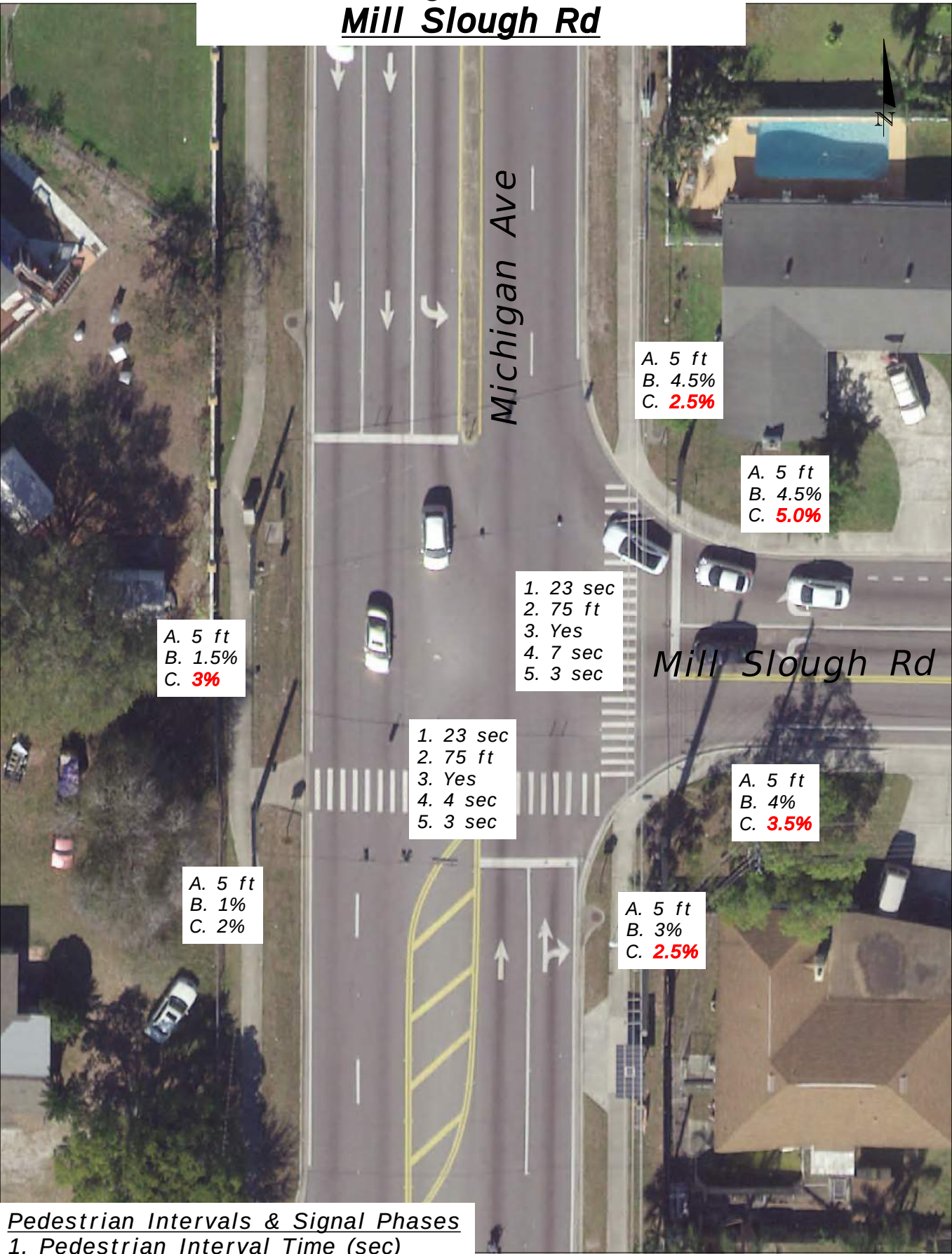
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
✓	N/A	✓	N/A	N/A	N/A	N/A	N/A
6%	N/A	4%	N/A	N/A	N/A	9.5%	N/A
N/A	N/A	11%	N/A	N/A	N/A	N/A	N/A
N/A	N/A	1%	N/A	N/A	N/A	N/A	N/A
✓	N/A	X	N/A	N/A	N/A	✓	N/A

NOTES: **RUNNING SPACE NOT PROVIDED AT SE CURB RAMP.****TRANSITION SLOPE TOO STEEP AT NE CURB RAMP.****DETECTABLE WARNING SURFACE NOT FULL WIDTH AT NE CURB RAMP.**

Michigan Ave & Mill Slough Rd



A. 5 ft
B. 1.5%
C. **3%**

1. 23 sec
2. 75 ft
3. Yes
4. 7 sec
5. 3 sec

1. 23 sec
2. 75 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 1%
C. 2%

A. 5 ft
B. 4.5%
C. **2.5%**

A. 5 ft
B. 4.5%
C. **5.0%**

Mill Slough Rd

A. 5 ft
B. 4%
C. **3.5%**

A. 5 ft
B. 3%
C. **2.5%**

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

MICHIGAN AVE & MILL SLOUGH RD

DATE INSPECTED:

12/19/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**

NOTES: **CROSS SLOPES TOO STEEP AT NE (N), NE (E), SW (N), SE (S) AND SE (E) APPROACH SIDEWALKS.**

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**

SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.

FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.

PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL**4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
N/A	N/A	X	N/A	✓	N/A	X	N/A
N/A	N/A	8%	N/A	11.5%	N/A	8.5%	N/A
N/A	N/A	22.5%	N/A	15.5%	N/A	14.5%	N/A
N/A	N/A	15%	N/A	20%	N/A	21%	N/A
N/A	N/A	X	N/A	X	N/A	X	N/A

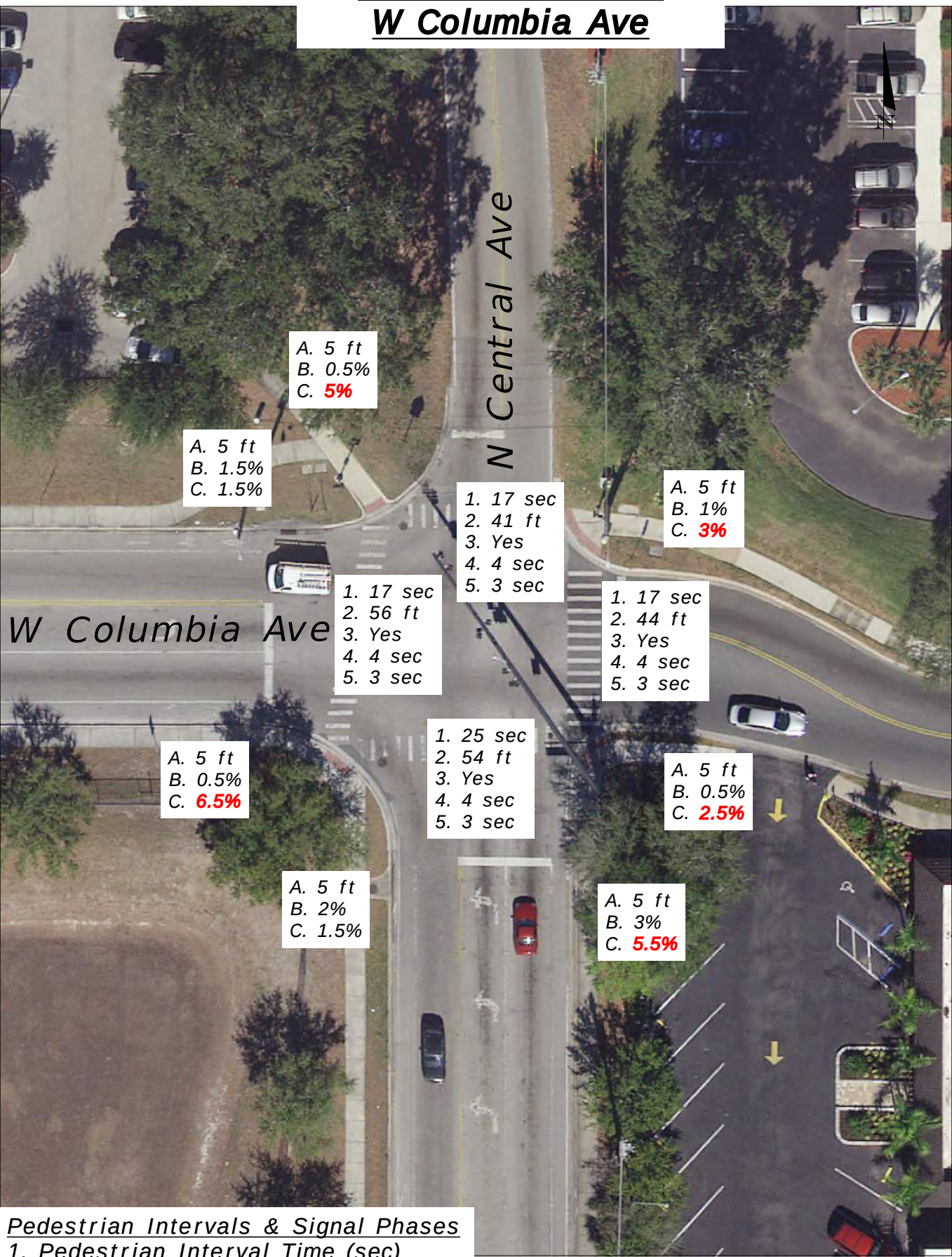
NOTES: **TURNING SPACE NOT PROVIDED AT NE AND SE CURB RAMPS.**

RUNNING SLOPE TOO STEEP AT SW AND SE CURB RAMPS.

TRANSITION SLOPE TOO STEEP AT ALL CURB RAMPS.

DETECTABLE WARNING SURFACES MISSING AT ALL CURB RAMPS.

N Central Ave &
W Columbia Ave



A. 5 ft
B. 0.5%
C. **5%**

A. 5 ft
B. 1.5%
C. 1.5%

1. 17 sec
2. 41 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 1%
C. **3%**

1. 17 sec
2. 56 ft
3. Yes
4. 4 sec
5. 3 sec

1. 17 sec
2. 44 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 0.5%
C. **6.5%**

1. 25 sec
2. 54 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 0.5%
C. **2.5%**

A. 5 ft
B. 2%
C. 1.5%

A. 5 ft
B. 3%
C. **5.5%**

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION: N CENTRAL AVE & W COLUMBIA AVE DATE INSPECTED: 12/19/2019

4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)

NOTES: CROSS SLOPES TOO STEEP AT NW (N), NE (E), SW (W), SE (S) AND SE (E) APPROACH
SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.
SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL

4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION

4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS

4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES

4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES

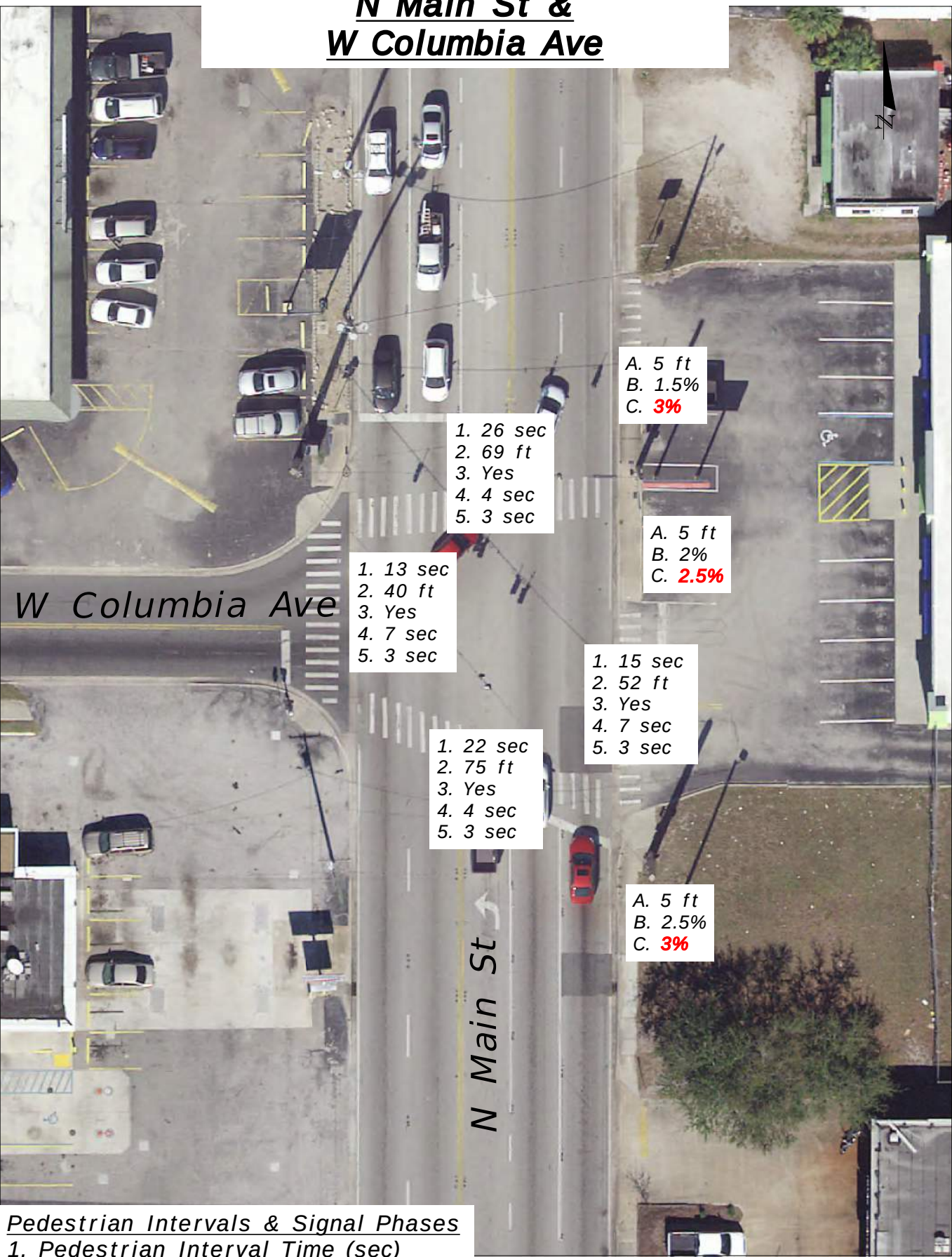
NOTES: ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.

CURB RAMPS

	NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
Turning Space:	✓	N/A	N/A	N/A	X	N/A	X	N/A
Running Slope:	10%	N/A	0%	N/A	1%	N/A	1.5%	N/A
Transition Slope (L):	N/A	N/A	N/A	N/A	3%	N/A	N/A	N/A
Transition Slope (R):	N/A	N/A	N/A	N/A	10.5%	N/A	6%	N/A
DWS:	✓	N/A	✓	N/A	✓	N/A	✓	N/A

NOTES: TURNING SLOPE NOT PROVIDED AT SW AND SE CURB RAMPS.
RUNNING SLOPE TOO STEEP AT NW CURB RAMP.
TRANSITION SLOPE TOO STEEP AT SW CURB RAMP.

**N Main St &
W Columbia Ave**



A. 5 ft
B. 1.5%
C. **3%**

1. 26 sec
2. 69 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 2%
C. **2.5%**

1. 13 sec
2. 40 ft
3. Yes
4. 7 sec
5. 3 sec

1. 15 sec
2. 52 ft
3. Yes
4. 7 sec
5. 3 sec

1. 22 sec
2. 75 ft
3. Yes
4. 4 sec
5. 3 sec

A. 5 ft
B. 2.5%
C. **3%**

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

N MAIN ST & W COLUMBIA AVE

DATE INSPECTED:

12/19/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**

NOTES: ***CROSS SLOPES TOO STEEP AT NE (N), NE (S), AND SE (S) APPROACH SIDEWALKS.***
APPROACH SIDEWALKS AT THE NW AND SW CORNERS DO NOT PROVIDE A SEPARATED SIDEWALK, APPROACHES ARE CONSIDERED DRIVEWAYS TO THE ADJACENT PROPERTIES.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: ***NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.***
SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL**4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**

NOTES: ***ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.***

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

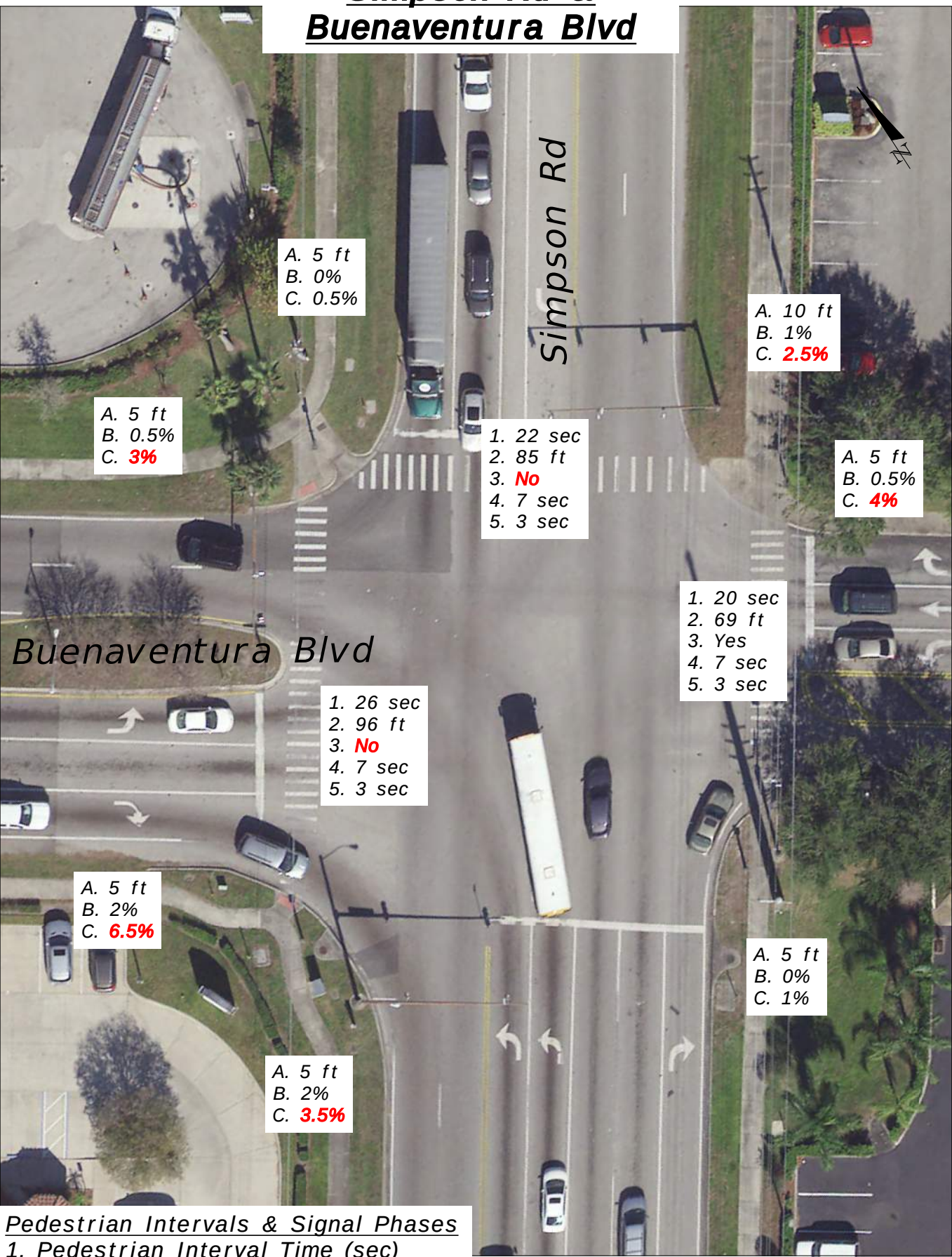
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
N/A	N/A	X	N/A	✓	N/A	N/A	N/A
8%	N/A	10%	9.5%	11%	N/A	12.5%	N/A
10.5%	N/A	5%	N/A	3.5%	N/A	N/A	N/A
11%	N/A	5.5%	N/A	14%	N/A	5%	N/A
✓	N/A	✓	✓	✓	N/A	X	N/A

NOTES: ***TURNING SPACE NOT PROVIDED AT NE (N) CURB RAMP.***
RUNNING SLOPE TOO STEEP AT NE (N), SW, AND SE CURB RAMPS.
TRANSITION SLOPE TOO STEEP AT NW, AND SW CURB RAMPS.
DETECTABLE WARNING SURFACE NOT FULL WIDTH AT SE CURB RAMP.
CLEAR SPACE FROM EB TRAFFIC NOT PROVIDED AT SE (S) CURB RAMP.

Simpson Rd & Buenaventura Blvd



A. 5 ft
B. 0%
C. 0.5%

A. 5 ft
B. 0.5%
C. **3%**

1. 22 sec
2. 85 ft
3. **No**
4. 7 sec
5. 3 sec

A. 10 ft
B. 1%
C. **2.5%**

A. 5 ft
B. 0.5%
C. **4%**

1. 20 sec
2. 69 ft
3. Yes
4. 7 sec
5. 3 sec

1. 26 sec
2. 96 ft
3. **No**
4. 7 sec
5. 3 sec

A. 5 ft
B. 2%
C. **6.5%**

A. 5 ft
B. 0%
C. 1%

A. 5 ft
B. 2%
C. **3.5%**

Pedestrian Intervals & Signal Phases

1. Pedestrian Interval Time (sec)
2. Pedestrian Crossing Distance (ft)
3. MUTCD Compliant (3.5 ft/sec max.)
4. Walk Interval Minimum (7sec/4sec)
5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

SIMPSON RD & BUENAVENTURA BLVD

DATE INSPECTED:

12/18/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**

NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS NORTH AND WEST CROSSWALKS.**
CROSS SLOPES TOO STEEP AT NW (W), NE (N), NE (E), SW (S), AND SW (W) APPROACH
SIDEWALKS.

4E.08 PEDESTRIAN DETECTORS

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.**
SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.
FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.
PUSHBUTTON PILOT LIGHTS NOT PRESENT.

4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL**4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**

NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.**

CURB RAMPS

Turning Space:

Running Slope:

Transition Slope (L):

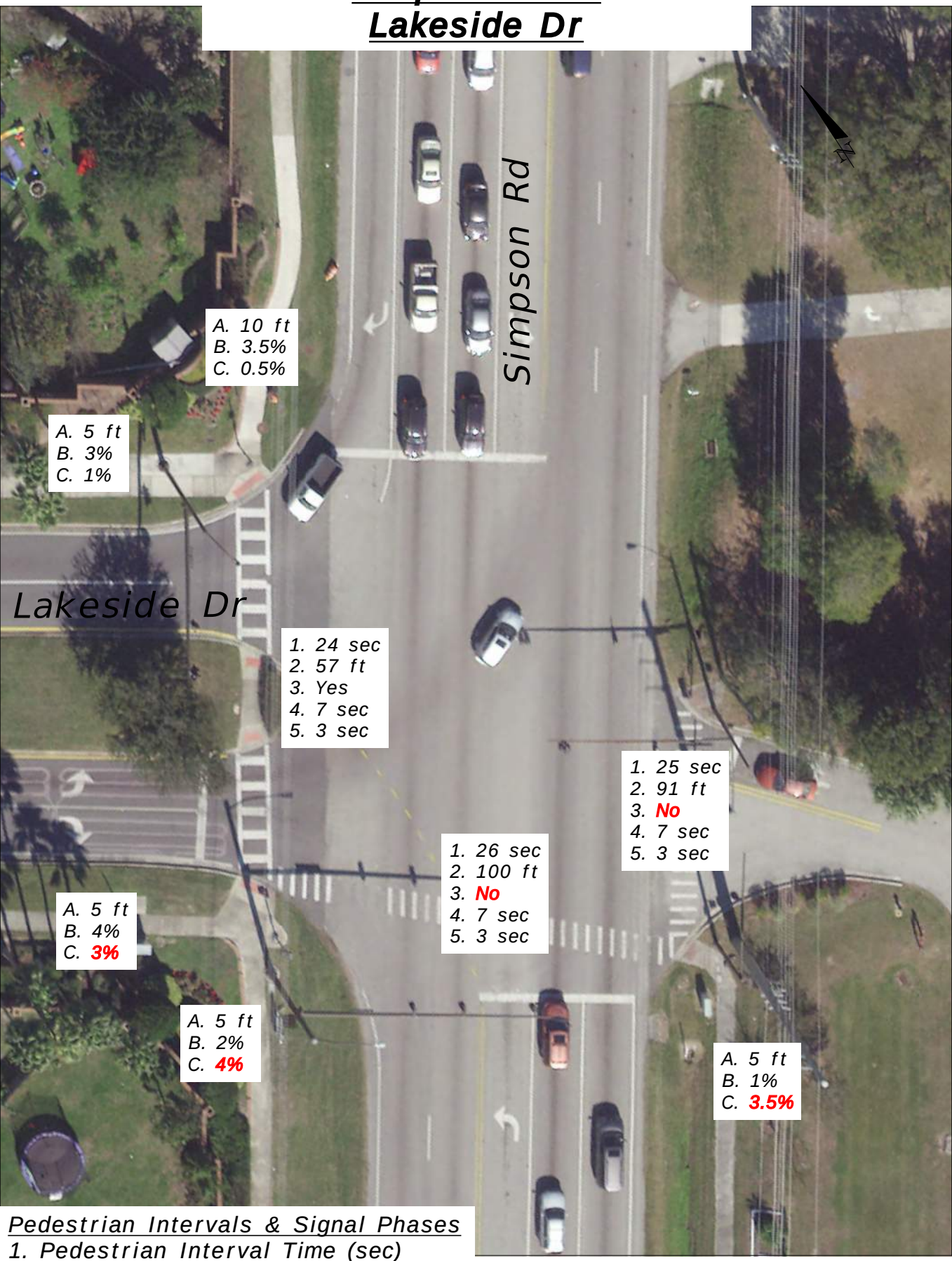
Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
✓	X	✓	N/A	✓	N/A	N/A	N/A
2.5%	N/A	1%	N/A	20.5%	N/A	7.5%	N/A
7%	N/A	2%	N/A	18.5%	N/A	4%	N/A
11.5%	N/A	5.5%	N/A	23.5%	N/A	10.5%	N/A
✓	X	X	N/A	✓	N/A	X	N/A

NOTES: **TURNING SPACE NOT PROVIDED AT NW (W) CURB RAMP.**
RUNNING SLOPE TOO STEEP AT SW CURB RAMP.
TRANSITION SLOPE TOO STEEP AT NW (N), SW, AND SE CURB RAMPS.
DETECTABLE WARNING SURFACE MISSING AT NE AND SE CURB RAMPS.
NW (N) CURB RAMP IS ACTUALLY A CONCRETE DRAINAGE FLUME, NO DETECTABLE
WARNING RAMPS OR TRANSITION SLOPES.

Simpson Rd & Lakeside Dr



A. 10 ft
B. 3.5%
C. 0.5%

A. 5 ft
B. 3%
C. 1%

Lakeside Dr

- 1. 24 sec
- 2. 57 ft
- 3. Yes
- 4. 7 sec
- 5. 3 sec

- 1. 25 sec
- 2. 91 ft
- 3. No
- 4. 7 sec
- 5. 3 sec

A. 5 ft
B. 4%
C. 3%

- 1. 26 sec
- 2. 100 ft
- 3. No
- 4. 7 sec
- 5. 3 sec

A. 5 ft
B. 2%
C. 4%

A. 5 ft
B. 1%
C. 3.5%

Pedestrian Intervals & Signal Phases

- 1. Pedestrian Interval Time (sec)
- 2. Pedestrian Crossing Distance (ft)
- 3. MUTCD Compliant (3.5 ft/sec max.)
- 4. Walk Interval Minimum (7sec/4sec)
- 5. Buffer Interval Minimum (3sec)

Sidewalk Approaches

- A. Continuous Width (4 ft)
- B. Grade (<5%)
- C. Cross Slope (<2%)

INTERSECTION:

SIMPSON RD & LAKESIDE DR

DATE INSPECTED:

12/18/2019**4E.06 PEDESTRIAN INTERVALS AND SIGNAL PHASES (SEE INTERSECTION DIAGRAM)**NOTES: **INSUFFICIENT PEDESTRIAN INTERVAL TIME ACROSS SOUTH AND EAST CROSSWALKS.****CROSS SLOPES TOO STEEP AT SW (S), SW (W), AND SE (S) APPROACH SIDEWALKS.****APPROACH SIDEWALKS ARE NOT PRESENT AT THE NE CURB RAMP.****4E.08 PEDESTRIAN DETECTORS**

A. unobstructed & adjacent to level all-weather surface

-if no, surface is level as possible

B. wheelchair accessible route from pushbutton to ramp

C. between edge of crosswalk line (extended) and not greater than 5ft

D. 1.5ft - 6ft from edge of curb, shoulder, pavement

-if no, not greater than 10ft

E. face of pushbutton parallel to crosswalk

F. height approx 3.5ft, not greater than 4ft

Where there are two pushbutton per corner, 10ft apart

-if no, is there a physical constraint?

Pushbutton has sign associated?

Pilot light present?

-if yes, only on once activated & remains on until WALK

NW:	NE:	SW:	SE:
✓	✓	✓	✓
N/A	N/A	N/A	N/A
✓	✓	✓	✓
✓	X	X	X
X	X	X	X
8.5'	6.5'	10'	8.5'
X	X	X	X
✓	✓	✓	✓
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
✓	✓	✓	✓
X	X	X	X
N/A	N/A	N/A	N/A

NOTES: **NE (N) AND SE (S) PEDESTRIAN DETECTORS WITHIN CROSSWALK LIMITS.****SW (S) AND SE (E) PEDESTRIAN DETECTORS 9' AND 5.5' OUTSIDE OF CROSSWALK LIMITS.****FACE OF PUSHBUTTON NOT PARALLEL TO CROSSWALK.****PUSHBUTTON PILOT LIGHTS NOT PRESENT.****4E.09 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - GENERAL****4E.10 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - LOCATION****4E.11 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - WALK INDICATIONS****4E.12 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - TACTILE ARROWS AND LOCATOR TONES****4E.13 ACCESSIBLE PEDESTRIAN SIGNALS AND DETECTORS - EXTENDED PUSHBUTTON PRESS FEATURES**NOTES: **ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR NOT PROVIDED.****CURB RAMPS**

Turning Space:

Running Slope:

Transition Slope (L):

Transition Slope (R):

DWS:

NW (N):	NW (W):	NE (N):	NE (E):	SW (S):	SW (W):	SE (S):	SE (E):
X	N/A	✓	N/A	✓	N/A	N/A	N/A
3.5%	N/A	1%	N/A	12%	N/A	8%	N/A
4.5%	N/A	22%	N/A	1.5%	N/A	1%	N/A
3.5%	N/A	14.5%	N/A	26.5%	N/A	1.5%	N/A
✓	N/A	✓	N/A	✓	N/A	X	N/A

NOTES: **TURNING SPACE NOT PROVIDED AT NW CURB RAMP.****RUNNING SLOPE TOO STEEP AT SW CURB RAMP.****TRANSITION SLOPES TOO STEEP AT NE AND SW CURB RAMPS.****DETECTABLE WARNING SURFACE NOT FULL WIDTH AT SE CURB RAMP.**

Cost	Pedestrian Interval Re-Timing	Pedestrian Signal Countdown	Pushbutton Sign Panel	Accessible Pedestrian Detectors	Pedestrian Detector Furnish & Install	Pedestrian Detector Relocate	Pedestrian Detector Modify	Turning Space Construction	Detectable Warning Surface Furnish & Install	Curb Ramp Reconstruction	Approach Sidewalk Reconstruction	Concrete Grinding
FDOT PAY ITEM	N/A	653-1-11	700-1-11	665-1-12	665-1-11	665-1-40	665-1-50	522-1	527-2	522-2	522-1	N/A
FDOT HISTORICAL COST	\$50.00	\$700.95	\$350.19	\$1,492.35	\$255.85	\$143.25	\$278.39	\$76.50	\$284.40	\$423.75	\$191.42	\$50.00
Assume 1-hr for NOTES: analysis, 1-hr of field work Assume 16 SF of 4" sidewalk reconstruction Assume 10 SF Assume 75 SF of 6" curb ramp reconstruction Assume 50 SF of 4" sidewalk reconstruction Assume 1-hr field work plus equipment cost												

SIGNALIZED INTERSECTION LOCATION	PEDESTRIAN INTERVAL RE-TIMING	PEDESTRIAN SIGNAL COUNTDOWN	PUSHBUTTON SIGN PANEL	ACCESSIBLE PEDESTRIAN DETECTORS	PEDESTRIAN DETECTOR FURNISH & INSTALL	PEDESTRIAN DETECTOR RELOCATE	PEDESTRIAN DETECTOR MODIFY	TURNING SPACE CONSTRUCTION	DETECTABLE WARNING SURFACE FURNISH & INSTALL	CURB RAMP RECONSTRUCTION	APPROACH SIDEWALK RECONSTRUCTION	CONCRETE GRINDING	TOTAL COST WITHOUT ACCESSIBLE PEDESTRIAN DETECTORS	COST TO UPGRADE TO FULLY ACCESSIBLE SIGNALIZED INTERSECTIONS
QUADRANT 1														
N Central Ave & W Irlo Bronson Memorial Hwy	1	0	0	8	4	0	4	4	4	4	4	0	\$6,966.20	\$10,720.72
N Central Ave & W Oak St	0	1	1	8	7	0	1	4	4	2	5	1	\$7,229.29	\$10,720.72
Denn John Ln & E Vine St	1	0	0	8	0	2	2	0	2	1	2	0	\$2,558.64	\$10,720.72
N John Young Pkwy & W Emmett St	1	0	0	8	0	7	8	0	4	4	2	0	\$7,177.68	\$10,720.72
N John Young Pkwy & W Irlo Bronson Memorial Hwy	1	0	0	8	0	7	8	0	0	7	7	0	\$8,748.43	\$10,720.72
N John Young Pkwy & W Mabbette St	1	0	0	8	0	7	7	0	2	4	3	0	\$6,541.92	\$10,720.72
N John Young Pkwy & Martin Luther King Jr Blvd	1	0	0	8	0	7	8	0	0	6	0	0	\$6,571.62	\$10,720.72
N John Young Pkwy & W Oak St	1	0	0	8	0	3	8	0	0	8	4	0	\$7,944.94	\$10,720.72
N John Young Pkwy & Osceola Park Dr / Hacienda Cir	1	0	0	8	2	4	4	0	1	6	1	0	\$6,132.51	\$10,720.72
N John Young Pkwy & Patrick St	1	0	0	8	4	2	4	0	2	4	1	0	\$5,674.63	\$10,720.72
Lawrence Silas Blvd & E Oak St	0	0	0	8	0	3	8	0	4	7	2	0	\$8,033.68	\$10,720.72
E Neptune Rd & Lawrence Silas Blvd / Tohopekaliga Ave	1	0	0	8	5	2	3	0	2	0	3	1	\$4,143.16	\$10,720.72
N Main St & Oak St	1	0	0	8	5	2	3	0	1	8	1	0	\$7,507.90	\$10,720.72
N Main St & W Irlo Bronson Memorial Hwy / E Vine St	1	0	0	8	3	5	5	1	2	2	4	2	\$5,996.22	\$10,720.72
N Main St / Broadway & Neptune Rd	1	0	0	8	5	0	3	3	4	2	2	1	\$5,467.94	\$10,720.72
Michigan Ave & E Vine St	0	0	0	8	3	5	5	3	5	3	3	0	\$7,077.13	\$10,720.72
Broadway & Monument Ave	1	0	0	8	6	2	2	0	2	4	0	0	\$5,490.54	\$10,720.72
N Rose Ave & W Oak St	1	1	1	8	5	3	3	4	4	3	3	0	\$7,723.39	\$10,720.72
N Stewart Ave / Ruby Ave & W Emmett St/ Broadway	1	0	0	8	2	4	4	1	3	5	5	0	\$7,218.50	\$10,720.72
QUADRANT 2														
Denn John Ln & Mill Slough Rd	1	0	0	8	0	4	4	1	4	2	4	0	\$5,092.75	\$10,720.72
Lakeside Dr & Fortune Rd	1	0	0	8	0	4	4	0	2	2	2	0	\$3,952.42	\$10,720.72
Lakeside Dr & Westlake Dr	1	0	0	8	0	4	4	2	0	4	4	0	\$5,033.82	\$10,720.72
Michigan Ave & Mill Run Blvd	0	0	0	8	0	4	1	0	1	2	2	0	\$2,720.65	\$10,720.72
Michigan Ave & Mill Slough Rd	0	0	0	8	0	4	4	2	3	3	5	0	\$5,533.45	\$10,720.72
N Central Ave & W Columbia Ave	0	0	0	8	0	4	4	2	0	2	5	0	\$4,117.65	\$10,720.72
N Main St. & W Columbia Ave	0	0	0	8	0	4	4	1	1	4	3	0	\$4,919.12	\$10,720.72
Simpson Rd & Buenaventura Blvd	1	0	0	8	0	4	4	1	3	3	5	0	\$5,557.98	\$10,720.72
Simpson Rd & Lakeside Dr	1	0	0	8	0	4	4	1	1	2	3	0	\$3,967.12	\$10,720.72
TOTALS:	21	2	2	224	51	101	123	30	61	104	85	5	\$ 165,099.28	\$ 300,180.16

ITEM 7.N

FEDERAL AVIATION ADMINISTRATION AIRPORT RESCUE GRANT PROGRAM

Request

Approval to accept a Federal Aviation Administration (FAA) Airport Rescue Plan Act (ARPA) Airport Grant Agreement of \$148,000.00 for COVID-19 Public Health Emergency for the Kissimmee Gateway Airport.

Explanation

This Grant is provided in accordance with the ARPA, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula. The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. The amount of the ARPA Grant is \$148,000.00
FAA- CARES Act Grant No. 3-12-0038-041-2021

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100331-331410		Increase	\$148,000	
46170100-509276		Increase	\$148,000	

Financial Summary:

The budget will be amended to reflect the grant funds accordingly.

Recommendation

Staff requests City Commission approval to accept an FAA Airport Rescue Plan Act Grant Agreement of \$148,000.00 for COVID-19 Public Health Emergency for the Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. ISM-SOG-3-12-0038-041-2022-Grant Agreement - unsigned



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 Southpark Circle
Suite 524
Orlando, FL 32819

November 8, 2021

Mr. Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee
401 Dyer Blvd.
Kissimmee, Florida 34741

Mr. Germolus:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0038-041-2022 for Kissimmee Gateway Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 4, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", written in a cursive style.

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 8, 2021

Airport/Planning Area Kissimmee Gateway Airport

Airport Rescue Grant No. 3-12-0038-041-2022

Unique Entity Identifier 802964759

TO: City of Kissimmee
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 16, 2021, for a grant of Federal funds at or associated with the Kissimmee Gateway Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Kissimmee Gateway Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act

("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Kissimmee Gateway incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$148,000, allocated as follows:
 - \$148,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 4, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 8, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Kissimmee

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 16, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

ITEM 7.O

APPROVAL TO ADJUST THE FISCAL YEAR 2020-2021 BUDGET

Request

Approval to adjust the budget for fiscal year 2020-2021 due to line-item variances in certain department budgets.

Explanation

As detailed in the attached spreadsheet, several budget adjustments must be made to properly report expenditure budgets for the fiscal year ended September 30, 2021.

In the Kissimmee Charter School Fund, an additional transfer of \$98,742 is necessary to cover additional costs for Professional Services. This transfer will be taken from reserves.

In the Pavement assessment Fund, a budget adjustment of \$17,794 is necessary to recognize additional interest received and used to pay additional costs.

In the Series 2021 Debt Service Fund, an increase of \$16,785 is necessary to cover additional interest charges. These funds will be taken from reserves in the Local Option Sales Tax Fund.

Recommendation

Staff recommends the Commission approve the necessary adjustments to the budget for 2020-2021 as detailed in the attached document.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. 2020-2021 Budget Adjustments

**City of Kissimmee
Budget Adjustments
FY 2020-2021**

Fund/Department	Net Overage	Explanation
Charter School Fund:		
City Manager	\$ 98,742	¹ Actual professional services costs exceeded estimated budget due to increased Full Time Equivalent (FTE) revenues
Pavement Assesment Fund:		
General Government	\$ 17,794	² Additional interest received
Series 2021Debt Service Fund:		
General Government	\$ 16,785	³ Line of credit establish at the end of Fiscal Year 2021

¹ Budget adjustment will be processed to reflect additional FTE revenues \$ 98,742

² Budget adjustment will be processed to reflect additional interest received \$ 17,794

³ Monies will be transferred from Sales Tax Fund reserves \$ 16,785

ITEM 8.A

AMENDED LEGISLATIVE PRIORITIES 2022

Request

Approval to add Commercial Solid Waste Expansion to the previously approved Legislative Priorities list.

Explanation

The recently approved INVEST in America Act will provide \$1.2 trillion with \$550 billion in new federal spending. Over the past 2 years, the City has been planning for the implementation of the commercial solid waste operation as approved in the City's 2019 Solid Waste Study. The new funding gives the city an opportunity to seek financial assistance with the implementation of these operational improvements. Since the guidance for the funding is being developed, staff would like to be proactive and include "Commercial Solid Waste Expansion" on the federal list of legislative priorities for the City.

Commercial Solid Waste Program Expansion

During the pandemic, our community was one of the hardest hit in the nation with more than 30% unemployment. Our service-based economy is vulnerable and many of the impacts from local and national economic pressures are experienced by local businesses. In response, the city continually looks for ways to keep costs low and support our local businesses through sustainability efforts such as solar power in all city buildings, energy efficiency improvements, emissions reduction, and electric/ hybrid vehicles.

The City is in the process of recapturing commercial solid waste collection services by providing these services in-house. As supported by a recent solid waste study, the ability to offer this service will give the City control over rates and service levels and ensure long-term sustainability in this area. In keeping with the City's longstanding commitment to sustainability and the environment, the city would like to utilize the newest technology by incorporating electric refuse trucks and the patented Nord System already in use in Kissimmee's Downtown District. The ability to expand this service will include purchasing (3) electric refuse trucks and equipment, expanding the existing fleet service center and cover the cost for infrastructure improvements necessary to service and maintain a heavy equipment electric fleet.

Recommendation

Approval to amend the previously approved list.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None