



**COMMISSION AGENDA (REVISED)  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, FEBRUARY 15, 2022 AT 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 EMPLOYEE OF THE MONTH FOR FEBRUARY**

The City Commission join the City Manager in recognizing Victor Daboin, Public Works & Engineering, as Employee of the Month for February.

**3.B BLACK HISTORY MONTH ART EXHIBIT**

The request is for the City Commission to view a presentation showcasing "Black History Month."

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

**4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE 22-05 AMENDING SECTION 42-19: VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS, AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE**

Approval of the Second and Final Reading of Proposed Ordinance 22-05 to enable parking by permit.

**5. PUBLIC HEARINGS**

None

**6. HEAR AUDIENCE**

"ANYTHING REQUIRING A VOTE WILL BE HEARD AT A LATER TIME"

**7. CONSENT AGENDA**

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

**7.A DISPOSAL OF CITY ASSETS**

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

**7.B TRAFFIC EASEMENT AGREEMENT FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT WEST OAK STREET AND NORTH CENTRAL AVENUE**

Acceptance of the Traffic Easement Agreement between the City of Kissimmee and Speedy Wash Laundry, Inc. for the construction of the traffic signal at West Oak Street and North Central Avenue.

**7.C SUPPLEMENTAL AGREEMENT NO. 1 TO AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. TO UPDATE THE AIRPORT ELECTRICAL VAULT PROJECT**

Staff requests Commission approval of Supplemental Agreement No.1 to Amendment No. 9 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on October 20, 2020, to oversee the completion of the airport electrical vault project.

**7.D CHANGE ORDER NO. 1 WITH GOMEZ CONSTRUCTION FOR ELECTRICAL VAULT PROJECT AT KISSIMMEE GATEWAY AIRPORT**

Approval of Change Order No. 1 with Gomez Construction for Airport Electrical Vault Project in the amount \$212,404.64 using FAA grant funding.

**7.E APPROVAL OF SECOND AMENDMENT TO LANDSCAPE SERVICE AGREEMENT - PREMIER LAWN MAINTENANCE LLC**

Approval of the Second Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance LLC.

**7.F APPROVAL OF THE FIRST AMENDMENT TO THE LANDSCAPE SERVICE AGREEMENT BETWEEN THE CITY AND GROUNDTEK OF CENTRAL FLORIDA LLC**

Approval of the first amendment to the Landscape Service Agreement between the City and Groundtek of Central Florida, LLC for the Kissimmee Lakefront Park.

**7.G APPROVAL TO SUBMIT A 2022 RECREATION TRAILS PROGRAM (RTP) GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SHINGLE CREEK REGIONAL TRAIL**

Approval to submit a 2022 Recreational Trails Program Grant Application to the Florida Department of Environmental Protection for the Shingle Creek Regional Trail.

**7.H ACCEPTANCE OF A \$25,000 SPONSORSHIP FROM THE KISSIMMEE UTILITY AUTHORITY TO SUPPORT THE FESTIVAL SERIES**

Approval to accept a \$25,000 sponsorship from the Kissimmee Utility Authority and adjust the Parks & Recreation budget accordingly.

**7.I MASTER OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KISSIMMEE UTILITY AUTHORITY (KUA) FOR STREET AND AREA LIGHTING**

Approval to accept the Master Operations and Maintenance Agreement between the City of Kissimmee and KUA for street and area lighting.

**7.J EXECUTION OF THE OSCEOLA HOME CONSORTIUM DISBURSEMENT AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE FOR FY 2021-2022**

Approval to execute the Osceola HOME Consortium Disbursement Agreement between Osceola County and the City of Kissimmee for FY 2021-2022.

**7.K DISASTER RESPONSE SERVICES CONTRACT EXTENSION - DEBRIS REMOVAL CONTRACT WITH CROWDER GULF AND SOUTHERN DISASTER RECOVERY, LLC**

Approval to extend the Disaster Response Services Contract for Debris Removal with Crowder Gulf and Southern Disaster Recovery.

**7.L DISASTER RESPONSE SERVICES CONTRACT EXTENSION - DEBRIS MONITORING CONTRACT WITH THOMPSON CONSULTING SERVICES**

Approval to extend the Disaster Response Services Contract for debris monitoring with Thompson Consulting Services for one year.

**8. DISCUSSION ITEMS**

**8.A APPROVAL OF COMPONENTS FROM THE CITY'S PROPOSED STRATEGIC PLAN FOR FISCAL YEAR 2022-23**

Request approval of key components from the City of Kissimmee's "2036 Strategic Vision" for the 2022-23 fiscal year.

**9. HEAR CITY OFFICIALS**

**9.A CITY MANAGER**

**9.B CITY ATTORNEY**

**9.C CITY COMMISSION**

**10. ADJOURNMENT**

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

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



## **ITEM 3.A**

### **EMPLOYEE OF THE MONTH FOR FEBRUARY**

#### **Request**

The City Commission join the City Manager in recognizing Victor Daboin, Public Works & Engineering, as Employee of the Month for February.

#### **Explanation**

It is a pleasure to announce Victor Daboin as Employee of the Month for February. Victor has been with the City over nine (9) years and is a Heavy Equipment Operator for the Public Works and Engineering Department.

Victor's job mostly involves working with the crew that repairs stormwater systems. He often leads the crew throughout the day, assigning the materials and tools that are needed, and working side-by-side during the repair. When excavation is required, Victor operates the heavy equipment to open the area, and his skill as an operator prevents damage to buried utilities. Many of these repairs are under our City streets, which require extra care to be completed in a safe manner. Victor sets up a safe work zone to protect the crew, and they have great respect for his knowledge and abilities.

Victor is depended on to handle difficult work, but he remains pleasant and upbeat, enabling him to work alongside anyone. He is a role model for his coworkers to emulate and he is counted on daily. The City is pleased to recognize him for this and all he does.

Department: Human Resources & Risk Management  
Presenter: Mike Steigerwald

#### **Attachment(s):**

None

**ITEM 3.B**  
**BLACK HISTORY MONTH ART EXHIBIT**

**Request**

The request is for the City Commission to view a presentation showcasing "Black History Month."

**Explanation**

During National African American History Month, we honor African Americans' contributions to our country and community. As part of this month's celebration, the City of Kissimmee hosts an art exhibit from local artists that will end on February 25 at Kissimmee City Hall. To celebrate Black History Month, the Communications and Public Affairs Office showcases local artists' artwork, recognizes their work, and thank Osceola Arts for their continued partnership to promote local artwork through the Art in Public Places Program. Citizens can visit City Hall during regular business hours and support local artwork.

Department: City Manager  
Presenter: Melissa Zayas-Moreno

**Attachment(s):**

None

## **ITEM 4.A**

### **PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE 22-05 AMENDING SECTION 42-19: VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS, AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE**

#### **Request**

Approval of the Second and Final Reading of Proposed Ordinance 22-05 to enable parking by permit.

#### **Explanation**

Staff requests amendments to Section 42-19 in order to allow parking by permit. This would enable the City to develop policies at a later date to further define the eligibility for parking by permit and the authorized uses of such permits.

These code changes are intended to allow for a policy to be created, subject to City Commission approval, to address the problem experienced by downtown residents living in units that are either not proximate to long-term public parking facilities or do not have private parking available. Such permits would allow for longer term parking in limited designated surface spaces and within the garages downtown.

These amendments to the code would also allow for other future parking by permit programs that the Commission may wish to implement as needed.

#### **Recommendation**

Staff recommends approval of the Second and Final Reading.

#### **REQUESTED CITY COMMISSION ACTION:**

Adopt

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

#### **Attachment(s):**

1. Amendment to Parking Ordinance 2022\_Mark Up
2. Prop Ord 22-05 Traffic Vehicles Parking (Gazette 01-27-2022)

**PROPOSED ORDINANCE NO. 22-05**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** Section 42-19, of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Vehicle Regulations Affecting Parking In City” is hereby amended to read as follows:

(A) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(1) Park a vehicle:

- (a) In a disabled permit parking space without the proper permit;
- (b) In an access aisle designated for use by persons who have disabled parking permits;
- (c) In a fire lane;
- (d) Within 15 feet of a fire hydrant;
- (e) On a yellow or red curb;
- (f) In a parking space where an official sign requires parking by permit without the proper permit;
- (g) Within an area designated as a loading zone by an official sign;
- (h) In a parking space longer than the time limit fixed for such parking space by an official sign except according to the terms of a proper permit;

- (i) Outside of, alongside of, or adjacent to any marked parking space unless the parked vehicle is within the lines defined;
- (j) At any place where an official sign prohibits parking;
- (k) On any part of a sidewalk;
- (l) On any part of a crosswalk;
- (m) Within 15 feet of a dumpster;
- (n) In front of a public or private driveway;
- (o) Within a roadway, street or alley so as to obstruct the free passage of other vehicles or on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (p) Parallel along a roadway, street or alley against the direction of authorized traffic movement;
- (q) Within an intersection; or
- (r) Without a valid license plate affixed to the vehicle in a residential district.

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

**SECTION 3.** The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 6.** This Ordinance shall take effect immediately upon its passage.

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

**AYES:**

**NAYS:**

Said motion having been duly carried, thereupon, \_\_\_\_\_, declared said Ordinance duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Linda Hansell, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

NOTICE OF PUBLIC HEARING  
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 1, 2022, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 15, 2022, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

**PROPOSED ORDINANCE # 22-05**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE**

CITY COMMISSION  
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).

## **ITEM 7.A**

### **DISPOSAL OF CITY ASSETS**

#### **Request**

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

#### **Explanation**

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

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

#### **Recommendation**

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

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Finance

Presenter: Tavia Conner

#### **Attachment(s):**

1. Auction COK02'22



**City of Kissimmee**  
**Surplus Property Auction List**  
**Feb-22 GIDEON AUCTIONEERS**

| AUCT#        | ITEM & DESCRIPTION               | MODEL | SERIAL #          | CITY #     |
|--------------|----------------------------------|-------|-------------------|------------|
| AP030        | 2013 FORD EXPLORER AP030         |       | 1FM5K8B83DGC40900 | 22412      |
| PD486        | 2009 DODGE AVENGER PD486         |       | 1B3LC46D79N559956 | 20709      |
| POLICE       | MISC ITEMS FROM PD486            |       |                   | N/A        |
| PD555        | 2014 FORD EXPLORER PD555         |       | 1FM5K8ARXEGA55285 | 22702      |
| POLICE       | MISC ITEMS FROM PD555            |       |                   | N/A        |
| POLICE       | GRAPHICS ON PD555                |       |                   | 14-1061590 |
| POLICE       | TINT ON PD555                    |       |                   | 14-1061554 |
| CITY MANAGER | GRAY/WHITE CONFERENCE TABLES (8) |       |                   | N/A        |
| CITY MANAGER | BLACK/SILVER CHAIRS (20)         |       |                   | N/A        |
| CITY MANAGER | WOODEN CONFERENCE TABLE          |       |                   | N/A        |
| CITY MANAGER | WOODEN BOOKSHELF                 |       |                   | N/A        |
| FIRE         | MED CART                         |       |                   | 23290      |
|              |                                  |       |                   |            |
|              |                                  |       |                   |            |

**City of Kissimmee**  
**Surplus Property Auction List**  
**Feb-22 JUNKED**

| AUCT#        | ITEM & DESCRIPTION             | MODEL   | SERIAL #     | CITY # |
|--------------|--------------------------------|---------|--------------|--------|
| CITY MANAGER | ROLING OFFICE CHAIRS (4)       |         |              | N/A    |
| CITY MANAGER | BROKEN MEETING ROOM CHAIRS (5) |         |              | N/A    |
| CITY MANAGER | LARGE FRAMES/OLD MAPS (5)      |         |              | N/A    |
| FIRE         | APPLE Ipad                     |         | DMPFH096PV16 | 26407  |
| POLICE       | CURL BAR                       |         |              | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1240   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1227   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ0946   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ0936   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CM0940    | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ0999   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1244   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1228   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1246   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1245   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1173   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1186   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1231   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1172   | N/A    |
| POLICE       | MOTOROLA RADIO                 | APX6000 | 481CMZ1180   | N/A    |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CFH0350   | 18911  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CHZ2420   | 19204  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2052   | 19665  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2037   | 19669  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2055   | 19684  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2061   | 19690  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2063   | 19692  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2065   | 19694  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGF2073   | 19702  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CHK0561   | 19958  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGZ2430   | 19962  |
| POLICE       | MOTOROLA RADIO                 | XTS5000 | 721CGZ2431   | 19963  |
| POLICE       | MOTOROLA RADIO BASE UNIT ONLY  |         | 722CFH1270   | 18585  |

## **ITEM 7.B**

### **TRAFFIC EASEMENT AGREEMENT FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT WEST OAK STREET AND NORTH CENTRAL AVENUE**

#### **Request**

Acceptance of the Traffic Easement Agreement between the City of Kissimmee and Speedy Wash Laundry, Inc. for the construction of the traffic signal at West Oak Street and North Central Avenue.

#### **Explanation**

The Traffic Engineering Division of the Public Works and Engineering Department is working on the replacement of a City traffic signal located at the intersection of West Oak Street and North Central Avenue, in downtown Kissimmee. This City traffic signal replacement project is being managed by the County, under an amendment to the original Inter Local Agreement, executed in August of 2019.

The traffic signal replacement project necessitates use of a portion of the adjacent private property, located on the southeastern corner of the intersection. It is for this reason, the City is entering into an easement agreement with the adjacent property owner of Speedy Wash Laundry, Inc. This agreement allows the City to partially construct the signal within a 9-ft x 60-ft area, located on the adjacent private property.

The property owner has agreed to grant this traffic easement to the City at no cost.

#### **Recommendation**

Staff recommends City Commission acceptance of the easement agreement with Speedy Wash Laundry, Inc. to allow construction of the traffic signal at West Oak Street and North Central Avenue.

#### **REQUESTED CITY COMMISSION ACTION:**

Accept

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. Traffic Easement Agreement with Speedy Wash Laundry, Inc.
2. Proposed Easement Sketch and Description

THIS INSTRUMENT PREPARED BY:

Kalanit Oded  
Deputy City Attorney  
City of Kissimmee  
101 Church Street  
Kissimmee, FL 34741

Property Appraiser's Parcel  
Identification Number:  
Part of 222529201000140015

**TRAFFIC EASEMENT** *JWC*

THIS TRAFFIC SIGNAL EASEMENT, made this 11 day of January, 2021, by and between Speedy Wash Laundry, as Grantor, whose mailing address is 9893 Poplar Place, Orlando, FL 32827-6839; and the City of Kissimmee, Florida, a Florida Municipal Corporation, as Grantee, whose address is 101 Church Street, Kissimmee, FL 34741.

**WITNESSETH:**

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the Grantee, its successors and assigns forever, an easement for placement, maintenance, replacement, or removal, from time to time, of mast arms or traffic signal poles, sidewalks and appurtenances over, under, and across the following described real property, located and situate in the County of Osceola, State of Florida, to wit:

Commencing at the intersection of the Southerly Right of Way line of Oak Street and the East line of the West 217 feet of Lots 1, 2 & 6, Block 14, of S.A. Robinson's Revision of Robinson Bros. Addn. to Kissimmee City, Florida, according to the Official Plat thereof as filed and recorded in Plat Book 1, Page 24, of the Public Records of Osceola County, Florida, thence run N89°21'37"W, along said Southerly Right of Way line, a distance of 143.87 feet to the POINT OF BEGINNING; thence continue N89°21'37"W, along said Right of Way line, a distance of 53.07 feet; thence run S45°24'40"W, a distance of 12.68 feet; thence run S89°21'37"E, a distance of 62.00 feet; thence run N00°38'23"E, a distance of 9.00 feet to the POINT OF BEGINNING.



Containing 517.82 square feet or 0.01 acres, more or less.

Commonly referred to as 320. West Oak Street, Kissimmee, FL 34741

A portion of PIN: 222529201000140015

TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS THE LEGAL DESCRIPTION, HAS NEITHER BEEN EXAMINED OR APPROVED BY THE CITY OF KISSIMMEE OR KALANIT ODED.

The rights herein granted by the Grantor to the Grantee specifically include: (a) the right of the general public to use the aforesaid sidewalk for pedestrian purposes; and (b) the right of the City, its employees and agents, to have ingress and egress to the aforesaid Traffic Easement for the purposes of placement, maintenance, replacement, or removal of mast arms or traffic signal poles, sidewalks and appurtenances.

TO HAVE AND TO HOLD unto the same forever.

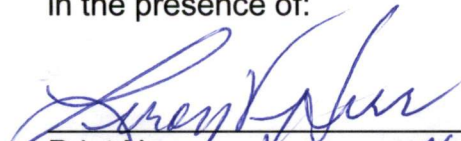
Grantee agrees any property disturbed by Grantee shall be restored to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonably practicable. These restorations shall apply to but are not limited to Grantor's landscaping and irrigation system affected by any actions of the Grantee. Grantor is entitled to and shall have access to reimbursement, up to \$1,000.00 (One Thousand Dollars), for any immediate, imminent or emergency corrective action(s) for which Grantee has failed to perform pursuant to its obligation(s) under this paragraph.

The rights granted herein shall not be construed to interfere with or restrict the Grantor and his/her/its assigns from the use of the premises with respect to the construction and maintenance of improvements adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of the mast arms or traffic signal poles, sidewalks and appurtenances.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

IN WITNESS WHEREOF, the Grantor has caused this Traffic Easement to be executed the day and year first above written.

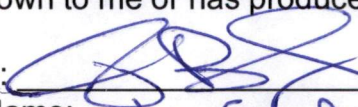
Signed, sealed and delivered  
in the presence of:

  
Print Name: Leroy V. Herr  
President Speedy Wash Inc.  
Title

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2021, by means of ☒ physical presence or ☐ online notarization, by Leroy Herr as President Speedy Wash Laundry Speedy Wash Laundry, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:   
Print Name: Jennifer Bondy

My Commission Expires:



JENNIFER BONDY  
Commission # HH 046232  
Expires November 26, 2024  
Bonded Thru Budget Notary Services

# SKETCH OF DESCRIPTION PARCEL

## LEGAL DESCRIPTION

Commencing at the intersection of the Southerly Right of Way line of Oak Street and the East line of the West 217 feet of Lots 1, 2 & 6, Block 14, of S.A. Robinson's Revision of Robinson Bros. Addn. to Kissimmee City, Florida, according to the Official Plat thereof as filed and recorded in Plat Book 1, Page 24, of the Public Records of Osceola County, Florida, thence run N89°21'37"W, along said Southerly Right of Way line, a distance of 143.87 feet to the POINT OF BEGINNING; thence continue N89°21'37"W, along said Right of Way line, a distance of 53.07 feet; thence run S45°24'40"W, a distance of 12.68 feet; thence run S89°21'37"E, a distance of 62.00 feet; thence run N00°38'23"E, a distance of 9.00 feet to the POINT OF BEGINNING.

Containing 517.82 square feet or 0.01 acres, more or less.

### LEGEND

|        |                                      |          |                                      |
|--------|--------------------------------------|----------|--------------------------------------|
| L.B.   | LICENSED BUSINESS                    | TEL.     | TELEPHONE                            |
| SEC.   | SECTION                              | NO.      | NUMBER                               |
| TWP.   | TOWNSHIP                             | #        | NUMBER                               |
| RNG.   | RANGE                                | P.S.M.   | PROFESSIONAL SURVEYOR AND MAPPER     |
| O.R.B. | OFFICIAL RECORDS BOOK                | R.L.S.   | REGISTERED LAND SURVEYOR             |
| P.C.   | PAGE                                 | C1       | CURVE NUMBER                         |
| R/W    | RIGHT OF WAY                         | L1       | LINE NUMBER                          |
| Δ      | CENTRAL ANGLE                        | ℄        | PROPERTY LINE                        |
| R      | RADIUS                               | ●        | DESCRIPTIVE POINT                    |
| L      | LENGTH                               | S.L.I.C. | SEMINOLE LAND & INVESTMENT COMPANY'S |
| CD     | CHORD DISTANCE                       | N&D      | NAIL AND DISK                        |
| CB     | CHORD BEARING                        | ID       | IDENTIFICATION                       |
| FDOT   | FLORIDA DEPARTMENT OF TRANSPORTATION | CM       | CONCRETE MONUMENT                    |
| EXST.  | EXISTING                             | (P)      | PLAT                                 |
| NAD    | NORTH AMERICAN DATUM                 | C.R.     | COUNTY ROAD                          |
| F.B.   | FIELD BOOK                           | P.O.C    | POINT OF COMMENCEMENT                |
| DEPT.  | DEPARTMENT                           | P.O.B    | POINT OF BEGINNING                   |

### NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT)  
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS  
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY  
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: KIMLEY HORN & ASSOC.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

|                |                   |              |
|----------------|-------------------|--------------|
| DATE OF SKETCH | 10/06/21          | REVISIONS    |
| SCALE          | 1" = 30'          |              |
| SECTION        | 22                |              |
| TWP.           | 25 S., RNG. 29 E. |              |
| JOB NO.        | 20-256-SL         | SHEET 1 OF 2 |

**JOHNSTON'S**  
SURVEYING INC.

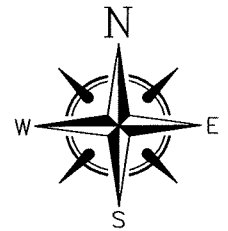
900 Cross Prairie Parkway, Kissimmee, Florida 34744  
Tel. (407) 847-2179 Fax (407) 847-6140

*R.D.B.* 10/06/21  
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.



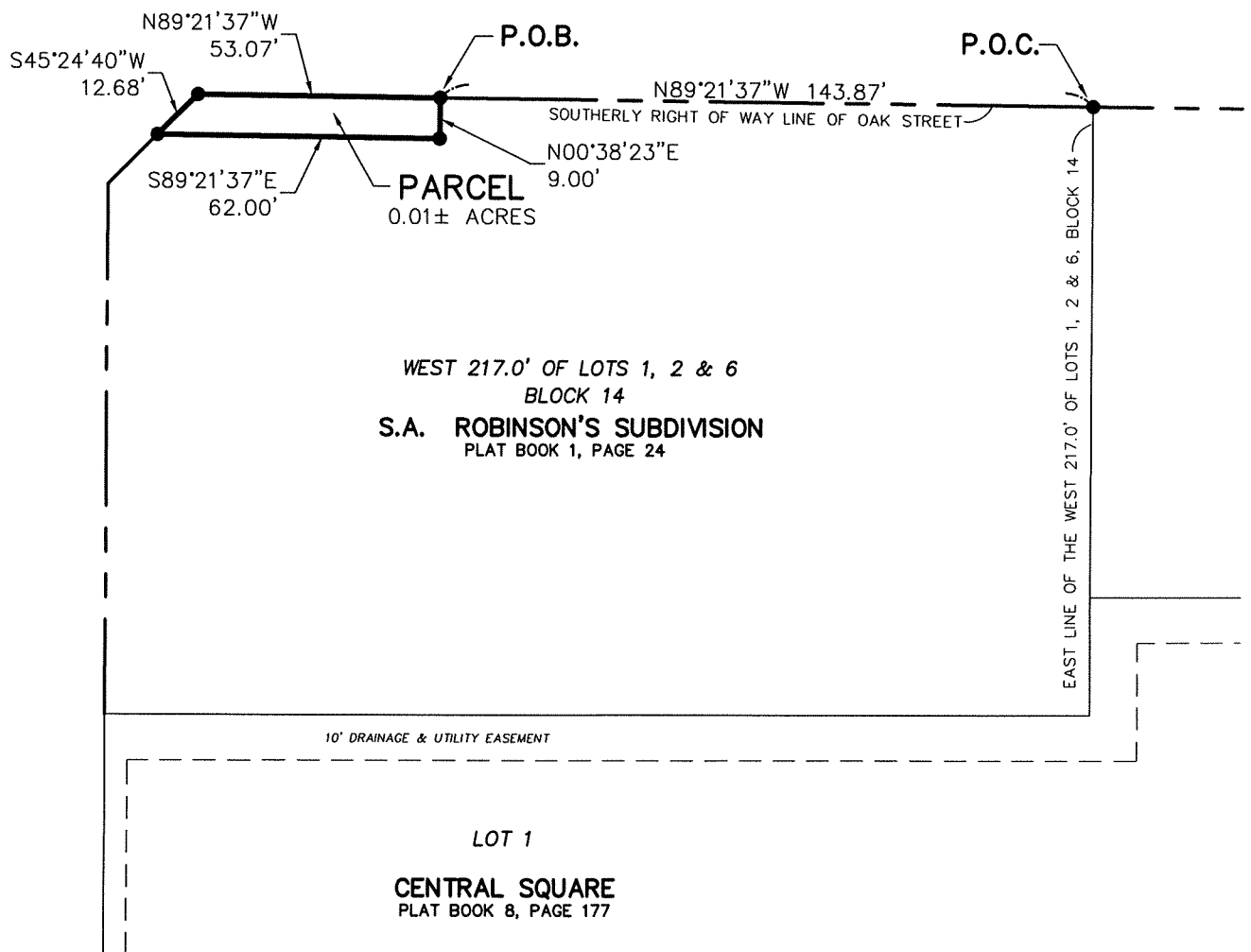
# SKETCH OF DESCRIPTION PARCEL



SCALE 1"=40'

OAK STREET

CENTRAL AVENUE



**JOHNSTON'S**  
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744  
Tel. (407) 847-2179 Fax (407) 847-6140



## ITEM 7.C

### **SUPPLEMENTAL AGREEMENT NO. 1 TO AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. TO UPDATE THE AIRPORT ELECTRICAL VAULT PROJECT**

#### **Request**

Staff requests Commission approval of Supplemental Agreement No.1 to Amendment No. 9 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on October 20, 2020, to oversee the completion of the airport electrical vault project.

#### **Explanation**

AVCON, Inc is one of the City's continuing professional service providers. Due to their experience in the aviation and planning field, Kissimmee Gateway Airport staff selected AVCON, Inc. to provide professional services to design, bid and oversee the construction of the Airport's airfield electrical vault. Amendment #9 was approved by the City Commission on October 20, 2020. The agreement included on-site inspections, control and testing of materials, and recording drawings of final construction. Due to Change Order No.1 to the Airfield Electrical Vault Project, there is an increase in additional hours (80) for design and permitting efforts needed to complete this project. An additional 24 calendar days of construction engineering efforts are also needed due to unforeseen changes required by reviewing/permitting agencies and additional construction engineering/inspection services in connection with design changes and on-site planning/reviews.

All hours and expenses are included in Lump Sum Costs as shown in Attachment A of the provided document, which is consistent with the original project agreement.

#### **Financial Information**

| Account #       | Project # | Increase / Decrease | Budget    | Actual    |
|-----------------|-----------|---------------------|-----------|-----------|
| 47070106-506393 | AP2003    | Increase            | 38,050.25 | 38,050.25 |

#### **Financial Summary:**

This project is funded 100% by the Federal Aviation Administration, made possible by the CARES Act. Adequate monies are available in the FAA funded project for the additional costs.

#### **Recommendation**

Staff recommends Commission approval of Supplemental Agreement No.1 to Amendment No.9 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on October 20, 2020, to oversee the completion of the airport electrical vault project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

**Attachment(s):**

1. AVCOM AMEND 9 ELECT VAULT



**AVCON, INC.**  
**ENGINEERS & PLANNERS**

5555 E. Michigan St., Suite 200  
Orlando, Florida 32822  
Phone: (407) 599-1122  
Fax: (407) 599-1133  
www.avconinc.com

**SUPPLEMENTAL AGREEMENT #1  
TO  
AMENDMENT #9  
TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF KISSIMMEE  
KISSIMMEE, FLORIDA  
(SPONSOR)**

**AND**

**AVCON, INC.  
ORLANDO, FLORIDA  
(CONSULTANT)**

This is a SUPPLEMENTAL AGREEMENT #1 entered into, effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into an agreement known as AMENDMENT #9 to the Master Agreement for Professional Consulting services. AMENDMENT #9 was executed on October 20, 2020, for the original scope of services below. Except for what is in this SUPPLEMENTAL AGREEMENT, all covenants, conditions, and obligations of the Master Agreement and AMENDMENT #9, not in conflict herewith shall remain in full force and effect.

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

**SCOPE OF SERVICES:**

Provide additional technical design and permitting for unforeseen additional City and Toho Water Authority Reviews, and construction engineering/inspection services in connection with contractor Change Order #1 for:

**CONSTRUCT NEW ELECTRICAL VAULT AND SUPPORT INFRASTRUCTURE – CONSTRUCTION  
ENGINEERING – ADDITIONAL SERVICES**

An additional 80 hours of design and permitting effort, as well as 24 calendar days of construction engineering effort is required. All Man-hours and Expenses are included in Lump Sum Costs as shown in Attachment A. Reference is made to the Master Agreement for Professional Consulting Services between Consultant and Client and AMENDMENT #9.

The **LUMP SUM COST** of this SUPPLEMENTAL AGREEMENT #1 is Thirty Eight Thousand, Fifty Dollars and Twenty Five Cents (**\$38,050.25**) as detailed in Attachment A. The Client agrees to pay CONSULTANT for its services based on approved monthly invoices once federal funds are received. This project is being funded 100% by the Federal Aviation Administration (FAA).

This SUPPLEMENTAL AGREEMENT #1 and all referenced attachments shall constitute the complete SUPPLEMENTAL AGREEMENT #1 to AMENDMENT #9 for this assignment.

Client Concurrence:

Vendor Concurrence:

**City of Kissimmee**

**AVCON, INC.**

By: \_\_\_\_\_  
Authorized Signature

By:   
Authorized Signature

Honorable Olga Gonzalez

Sandeep Singh, P.E.

Mayor - Commissioner

President

Date: \_\_\_\_\_

Date: 1-26-22

ATTEST

  
ATTEST

Date: \_\_\_\_\_

Date: 1-26-22

Approved as to form and legality

\_\_\_\_\_  
City Attorney Date

**ATTACHMENT A  
SUPPLEMENTAL AGREEMENT #1 TO AMENDMENT #9  
PROFESSIONAL SERVICES COMPENSATION**

**CONSTRUCT NEW ELECTRICAL VAULT AND SUPPORT INFRASTRUCTURE – CONSTRUCTION  
ENGINEERING – ADDITIONAL SERVICES**

**KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA**

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. Lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

| DESCRIPTION                                                                              | HRS | UNITS | RATE      | LINE TOTAL   |
|------------------------------------------------------------------------------------------|-----|-------|-----------|--------------|
| 4 Additional Rounds of DRC Review @ 20hrs each:                                          | 80  | hrs   | \$ 165.00 | \$ 13,200.00 |
| 24 cal days CA @ 1 hr/day + 3 regular DRM:                                               | 27  | hrs   | \$ 165.00 | \$ 4,455.00  |
| 24 cal days <RPR> @ 5 days/week, 10 hrs per day:                                         | 171 | hrs   | \$ 110.00 | \$ 18,810.00 |
| Tolls, 17 days, \$5/ day                                                                 | 17  | days  | \$ 5.00   | \$ 85.00     |
| Mileage, 17 days, AVCON-ORL - ISM, Roundtrip @ \$0.585/mile x 50 miles/day IRS 2022 rate | 850 | miles | \$ 0.59   | \$ 497.25    |
| Expenses, M& IE, IRS 2022 rate \$59/calendar day                                         | 17  | days  | \$ 59.00  | \$ 1,003.00  |

**Total SA#1    \$ 38,050.25**

< RPR> – Resident Project Representative / Inspection

## ITEM 7.D

### CHANGE ORDER NO. 1 WITH GOMEZ CONSTRUCTION FOR ELECTRICAL VAULT PROJECT AT KISSIMMEE GATEWAY AIRPORT

#### Request

Approval of Change Order No. 1 with Gomez Construction for Airport Electrical Vault Project in the amount \$212,404.64 using FAA grant funding.

#### Explanation

On August 18, 2020, the Commission accepted a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for a new electrical vault and support infrastructure construction project. This grant is provided by the FAA utilizing aviation user fees (no general funds) and is provided 100% by the FAA (no local airport revenue match) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Gomez Construction Company was awarded the original \$2,972,000 construction contract via State Contract BDX 68 RFPDOT 13/14-9016-GH.

Staff is requesting approval of Change Order No. 1 due to unforeseen changes to the original bid plans by reviewing/permitting agencies, significant material price increases, and additional required work. A project completion extension will also be granted due to permitting reviews and supply chain delays resulting from the extreme weather events in February 2021, as well as the global pandemic. Additional work approved includes roofing revisions, wireless equipment, additional decking material, an access control system and TOHO Water Authority requirements.

The Amendment to the AIP Grant reflects the additional work approved and the revised completion date of March 27, 2022.

Original Contract Price: \$2,972,000.00  
Change Order No. 1: +\$212,404.64  
Revised Contract Price: \$3,184,404.64

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget     | Actual     |
|-----------------|-----------|---------------------|------------|------------|
| 47070106-506393 | AP2003    | Increase            | 212,405.00 | 212,405.00 |

#### Financial Summary:

Adequate monies are available in the FAA funded project for the associated construction costs.

#### Recommendation

Staff recommends City Commission approval of Change Order No. 1 with Gomez Construction for Airport Electrical Vault Project in the amount \$212,404.64 using FAA grant funding.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

**Attachment(s):**

1. GOMEZ CHANGE ORDER NO. 1 ELECT VAULT



### CHANGE ORDER No. 01

**AIRPORT: (ISM) – KISSIMMEE GATEWAY AIRPORT**

**OWNER:** City of Kissimmee, Florida

**OWNER'S AUTHORIZED AGENT:** Mr. Shaun Germolus, Director of Aviation

**OWNER'S AGENT'S ADDRESS:** 401 Dyer Blvd, Suite #101, Kissimmee, FL 34741

**CHANGE ORDER NO.:** 01

**PROJECT NO.:** FAA AIP No. 3-12-0038-037-2021 (CARES)

**CONTRACTOR:** Gomez Construction Company

**ADDRESS OF CONTRACTOR:** 750 Jackson Avenue, Winter Park, FL 32789

**CONTRACT DESCRIPTION:** Construct New Airport Electrical Vault and Support Infrastructure

**CONTRACT DATES:** NTP October 4, 2021; Subs Completion Date March 3, 2022

#### DESCRIPTION OF CHANGE

The purpose of the change is for extensive, unforeseen changes to the original bid plans by reviewing/permitting agencies; significant materials price increases after bidding, and prior to construction start, during the procurement and permitting period. The procurement period was 365 calendar days due to permitting reviews and supply chain delays resulting from the extreme weather events in Feb 2021, as well as the global pandemic. This project was bid as Lump Sum with a schedule of values submitted prior to contract execution. See attached detail backup.

#### ADJUSTED CALENDAR DAYS CONTRACT TIME.

|                                  |                                                                                                      |
|----------------------------------|------------------------------------------------------------------------------------------------------|
| <b>ORIGINAL:</b>                 | <u>150 calendar days</u>                                                                             |
| <b>PREVIOUS CHANGE ORDERS:</b>   | <u>0 calendar days</u>                                                                               |
| <b>THIS C.O.:</b>                | <u>24 net calendar days</u>                                                                          |
| <b>TOTAL:</b>                    | <u>174 calendar days</u>                                                                             |
| <b>ORIGINAL DATE/COMPLETION:</b> | <u>March 3, 2022</u>                                                                                 |
| <b>REVISED COMPLETION:</b>       | <u>March 27, 2022 (not including stop clock order for pavement curing and vault cutover periods)</u> |

|                                                                    |                       |
|--------------------------------------------------------------------|-----------------------|
| <b>ORIGINAL TOTAL CONTRACT PRICE:</b>                              | <u>\$2,972,000.00</u> |
| <b>APPROVED ADDITIONS OR DELETIONS TO CONTRACT TO DATE:</b>        | <u>\$ 0.00</u>        |
| <b>APPROVED REVISED CONTRACT AMOUNT TO DATE:</b>                   | <u>\$2,972,000.00</u> |
| <b>AMOUNT OF THIS CHANGE ORDER: ADD <u>X</u> DELETE <u>  </u>:</b> | <u>212,404.64</u>     |
| <b>REVISED TOTAL CONTRACT PRICE:</b>                               | <u>\$3,184,404.64</u> |
| <b>PERCENTAGE THIS CHANGE OF ORIGINAL CONTRACT PRICE</b>           | <u>(+7.15%)</u>       |

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS 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

**BY:** [Signature] **DATE:** 01/25/2022

**TITLE:** Branch Manager

**ATTEST:** [Signature] **DATE:** 01/25/2022

**RECOMMENDED FOR APPROVAL:**

**AVCON, INC.:** [Signature] **DATE:** 01/27/2022

Senior Project Manager / Engineer

**APPROVED:** Kissimmee Gateway Airport

**BY:** City of Kissimmee **DATE:**                     

**APPROVED:** Federal Aviation Administration

**BY:** Orlando ADO Program Manager **DATE:**



**Kissimmee Security Electrical Vault  
COR-001**



**Gomez Construction Company**  
749 Jackson Avenue  
Winter Park, Florida 32788  
407-628-4353 phone  
407-645-2499 fax

January 7, 2022

Based on Revisions and RFIs, refer to attached revisions spreadsheet.  
The Project substantial completion is adjusted 24 additional calendar days .

| Item | Description of the Item                                   | Est Qty | Unit | Unit Cost     | Total Cost        |
|------|-----------------------------------------------------------|---------|------|---------------|-------------------|
| 1    | Below Supervision                                         | 1       | LS   | \$ 10,771.36  | \$ 10,771.36      |
| 2    |                                                           | 1       | LS   | \$ -          | \$ -              |
| 3    |                                                           | 1       | LS   | \$ -          | \$ -              |
| 4    |                                                           | 1       | LS   | \$ -          | \$ -              |
| 5    |                                                           | 1       | LS   | \$ -          | \$ -              |
| 6    |                                                           | 1       | LS   | \$ -          | \$ -              |
| 7    | GCC Subtotal                                              |         |      | \$            | 10,771.36         |
| 8    | GCC 12% Mark-Up                                           |         |      | \$            | 1,292.56          |
| 9    | <b>Total GCC</b>                                          |         |      | \$            | <b>12,063.92</b>  |
| 10   |                                                           |         |      |               |                   |
| 11   |                                                           |         |      |               |                   |
| 12   | Roofing Revisions GCC                                     | 1       | LS   | \$ 28,744.20  | \$ 28,744.20      |
| 13   | Knox Box on Building TSI                                  | 4       | LS   | \$ -          | \$ -              |
| 14   | Wireless Equipment Addition TSI                           | 1       | LS   | \$ 800.00     | \$ 800.00         |
| 15   | Decking Material Increase Spencer Fabrication             | 1       | LS   | \$ 17,812.00  | \$ 17,812.00      |
| 16   | System Development Fees TOHO                              | 1       | LS   | \$ 16,964.00  | \$ 16,964.00      |
| 17   | Fencing All Rite Fence                                    | 1       | LS   | \$ 5,581.00   | \$ 5,581.00       |
| 18   | Site Revisions All Terrain Tractor Service                | 1       | LS   | \$ 79,611.94  | \$ 79,611.94      |
| 19   | Tree Trim Davey                                           | 1       | LS   | \$ 1,200.00   | \$ 1,200.00       |
| 20   | Access Control Miller                                     | 1       | LS   | \$ 9,957.45   | \$ 9,957.45       |
|      | Direct Bore, Core Struc., Flow                            |         |      |               |                   |
| 21   | Meter and Added Lid Structure All Terrain Tractor Service | 1       | LS   | \$ 19,486.00  | \$ 19,486.00      |
| 22   | Deduct Original Fuel Tank All Terrain Tractor Service     | 1       | LS   | \$ (2,540.40) | \$ (2,540.40)     |
| 23   | Deduct Silt Fence in CO All Terrain Tractor Service       | 1       | LS   | \$ (2,550.00) | \$ (2,550.00)     |
| 24   |                                                           | 1       | LS   | \$ -          | \$ -              |
| 25   |                                                           | 1       | LS   | \$ -          | \$ -              |
| 26   | <b>Subtotal Subcontractors</b>                            |         |      | \$            | <b>175,066.19</b> |
| 27   | GCC 12% Mark-Up                                           |         |      | \$            | 21,007.94         |
| 28   | <b>Total Subcontractors</b>                               |         |      | \$            | <b>196,074.13</b> |
| 29   | <b>Total GCC</b>                                          |         |      | \$            | <b>12,063.92</b>  |
| 30   | <b>Subtotal GCC &amp; Subcontractors</b>                  |         |      | \$            | <b>208,138.06</b> |
| 31   | Builder's Risk                                            |         |      | \$            | 791.24            |
| 32   | GL Insurance                                              |         |      | \$            | 1,873.24          |
| 33   | Bond                                                      |         |      | \$            | 1,602.10          |
| 34   | <b>Grand Total</b>                                        |         |      | \$            | <b>212,404.64</b> |

|    |                                         |                      |                           |
|----|-----------------------------------------|----------------------|---------------------------|
| 35 | <b>MWBE Subcontractors</b>              | <b>% of Contract</b> | <b>Subcontract Amount</b> |
| 36 |                                         | 0                    | \$ -                      |
| 37 |                                         | 0                    | \$ -                      |
| 38 | <b>Total Amount MWBE Subcontractors</b> | <b>0</b>             | <b>\$ -</b>               |

|    |                          |    |      |           |                  |
|----|--------------------------|----|------|-----------|------------------|
| 39 | <b>Supervision</b>       |    |      |           |                  |
| 40 | Supervision              | 24 | days | \$ 444.64 | \$ 10,671.36     |
| 41 | Laborer                  | 1  | wks  | \$ -      | \$ -             |
| 42 | Truck                    | 1  | mo   | \$ -      | \$ -             |
| 43 | Telephone                | 1  | wks  | \$ 100.00 | \$ 100.00        |
| 44 | Dumpster                 | 1  | ea   | \$ -      | \$ -             |
| 45 | Final Clean Up           | 1  | sf   | \$ -      | \$ -             |
| 46 | <b>Total Supervision</b> |    |      | \$        | <b>10,771.36</b> |

| Today Entered BY | 9/23/2021<br>9/20/2021<br>R.Holliday | Legend:  |                              | List of Changes Based on TWA, BD, and City DRC reviews |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------|----------|------------------------------|--------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                      |          |                              | BD<br>Building Department                              |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  |                                      |          |                              | FD<br>Fire Department                                  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  |                                      |          |                              | TWA<br>Toho Water Authority                            |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Index            | Date                                 | Revision | Drawing                      | Round                                                  | WAS                              | Change                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                  |                                      |          |                              |                                                        |                                  | NOW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                  |                                      |          |                              |                                                        |                                  | Comment/Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1                | 2/12/2021                            | 2        | EV05                         | 1 - BD                                                 | 300 kcmil                        | 3/0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                  |                                      |          |                              |                                                        |                                  | Comment: 14. Electrical riser diagram on sheet EV-05 shows a copper ground conductor 300 Kcmil but NEC 2020 does not allow 300 Kcmil Copper ground conductors Response Sheet EV-05: Size of ground conductor revised (to 3/0).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.1              | 2/12/2021                            | 2        | E203                         | 1 - FD                                                 | Nothing                          | Added Knox Box On Gate Pedestal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.2              | 2/12/2021                            | 2        | E203                         | 1 - FD                                                 | Nothing                          | Added Manual open mechanism                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                  |                                      |          |                              |                                                        |                                  | Per Email from Chris Alessandri, Fire Marshal, KFD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3                | 2/12/2021                            | 2        | C401/C90                     | 1 - FD                                                 | Nothing                          | Added Stencil markings (paint)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                  |                                      |          |                              |                                                        |                                  | 9. On sheet C-401, the pavement for the 3-pt turn around shall be painted with "DO NOT PARK -Fire Access road" per LDC section 14.7.6. RESPONSE: Drawings C-401 and C-901 have been revised with the fire lane markings as requested. Drawing C-901 shows the detail necessary for the contractor to paint the markings according to the LDC (18" tall yellow markings with 4" stroke width).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4                | 2/12/2021                            | 2        | C401/C90                     | 1-TWA                                                  | Nothing                          | Deducted 6" Service Stub and Deduct approx 80ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  |                                      |          |                              |                                                        |                                  | 11. Please remove stub out and show proposed construction of gravity sewer from S-2 to S-1 and meet requirements per TWA-27. Revise line type is gravity sewer from S-2 to S-1 to show it is to be constructed with this project (the main must terminate into a manhole). RESPONSE: S-1 cannot be built with this project. It is ineligible for Federal Funding participation (would be illegal to build) since it is considered part of a future Airport Traffic Control Tower project, and not in this project's grant description. Building S-1 would create a breach of contract between the City of Kissimmee and the FAA. The stub-out has been removed from the project and shown as a future connection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5                | 2/12/2021                            | 2        | C802                         | 1-TWA                                                  | Nothing                          | Added Air Release Valve on FM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  |                                      |          |                              |                                                        |                                  | 5. FM shall be equipped with an ARV located at piping high points immediately upstream of dips or other elevation declines. ARVs shall be placed outside of clear zone of any ROW. If possible, it should be placed in an easement adjacent to the ROW. RESPONSE: Added note 7 to C-802 to construct Air Release Valve on high point in the system, per TWA Standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.1              | 2/12/2021                            | 2        | C801-C804                    | 1-TWA                                                  | 2-each 90 Deg                    | Double 45 Deg Bends                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.2              | 2/12/2021                            | 2        | C801-C804                    | 1-TWA                                                  | Aligned differently              | Re-aligned force main to avoid conflicts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  |                                      |          |                              |                                                        |                                  | 90-degree bends are not allowed on force main systems please revise. RESPONSE: The 90 degree bends have been converted to double 45 degree bends, as requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7                | 2/12/2021                            | 2        | C801                         | 1-TWA                                                  | S4 and S2 below                  | Structure invert/elevations revisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.1              | 2/12/2021                            | 2        | C801                         | 1-TWA                                                  | S4 RIM 76.64                     | RIM 76.64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                  |                                      |          |                              |                                                        |                                  | 9. Verify a min of 36" is above all gravity sewer. Currently showing less than 36". RESPONSE: All gravity sewer is showing 36" minimum cover, as requested. See new plan and profiles, Drawing C803. Structure S-4 has been lowered 1.10 feet, and inverts, at S-2 have been adjusted accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.2              | 2/14/2021                            | 2        | C801                         | 1-TWA                                                  | S4 INV OUT 72.90                 | INV OUT 71.86                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7.3              | 2/15/2021                            | 2        | C801                         | 1-TWA                                                  | S4 INVS IN 73.10 BOOTED          | Removed Booted Stub-Outs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7.5              | 2/16/2021                            | 2        | C801                         | 1-TWA                                                  | S2 RIM 78.82                     | RIM 79.17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.6              | 2/17/2021                            | 2        | C801                         | 1-TWA                                                  | S2 INVS IN                       | INVS IN 71.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7.7              | 2/18/2021                            | 2        | C801                         | 1-TWA                                                  | S2 6" INV OUT 71.98              | 10" HDPE OUT 70.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8                | 2/12/2021                            | 2        | C801                         | 1-TWA                                                  | Delete Approx 60 ft              | 0 ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                  |                                      |          |                              |                                                        |                                  | 11. Please remove stub out and show proposed construction of gravity sewer from S-2 to S-1 and meet requirements per TWA-27. Revise line type is gravity sewer from S-2 to S-1 to show it is to be constructed with this project (the main must terminate into a manhole). RESPONSE: S-1 cannot be built with this project. It is ineligible for Federal Funding participation (would be illegal to build) since it is considered part of a future Airport Traffic Control Tower project, and not in this project's grant description. Building S-1 would create a breach of contract between the City of Kissimmee and the FAA. The stub-out has been removed from the project and shown as a future connection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9                | 2/12/2021                            | 2        | C801                         | 1-TWA                                                  | 8" PVC                           | 10" HDPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  |                                      |          |                              |                                                        |                                  | 3. The pipe between the junction manhole and wet well shall be DR-11 HDPE with a minimum diameter of 10". RESPONSE: The pipe type and size has been changed as requested on Drawing C-801 and the plan and profile drawing C-803.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 10               | 2/12/2021                            | 2        | C801                         | 1-TWA                                                  | Invert 67.45'                    | Invert 68.05'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  |                                      |          |                              |                                                        |                                  | 5. The Influent Invert (on the wetwell) and bottom of wet well shall have a 4.5' minimum separation. However, 6.5' is preferred. Lift station sheet currently show a 4.05' separation. RESPONSE: The Influent Invert has been adjusted to provide the minimum separation of 4.50', as requested. The new Inverts are shown on Drawing C-803.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 11.1             | 5/4/2021                             | 3        | E203, E205                   | 2-FD                                                   | Nothing                          | Add Knox Box on Gate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                  |                                      |          |                              |                                                        |                                  | 3. Verify your community or property have a gate with a lock to secure it at night? RESPONSE: Yes. (FFPC, NFPA 1, National Fire Prevention Code, edition 2015, Chapter 18 sub-section 2.2.2) a. If the gate is locked with a chain and lock, then a Knox Master Key lock will be required on your gate. You can order one from www.knoxbox.com. RESPONSE: Gate is electronically locked. Knox Box key switch and SOS are shown on revised plans, See Drawings E203 and E205. SOS cut sheets are attached to these responses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 11.2             | 5/4/2021                             | 3        | E203, E205                   | 2-FD                                                   | Nothing                          | Add Siren Operated Switch (SAG-M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.3             | 5/4/2021                             | 3        | E203, E205                   | 2-FD                                                   | Nothing                          | Add Knox Manual Gate Release                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12               | 5/4/2021                             | 3        | C304                         | 2-FD                                                   | Nothing                          | Added reflective tape to support posts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                  |                                      |          |                              |                                                        |                                  | 4. The center posts where the gates/fence opens will have reflective tape around them. RESPONSE: Reflective tape added to gate posts detail, as requested. See Drawing C-304                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13               | 5/4/2021                             | 3        | C304, C401                   | 2-FD                                                   | 16 ft clear opening              | Increase to 20 ft clear opening                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  |                                      |          |                              |                                                        |                                  | 5. Show the width of the gates when fully opened. Minimum 20 feet required. RESPONSE: Gate detail with width when fully opened is shown on Drawing C304. Clear opening width changed from 16' to 20', as requested, shown on revised Drawing C401.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14.1             | 5/4/2021                             | 3        | N/A                          | 2-FD                                                   | Nothing                          | Engage Radio Engineer for Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14.2             | 5/4/2021                             | 3        | N/A                          | 2-FD                                                   | Nothing                          | Add Equipment IF Necessary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                  |                                      |          |                              |                                                        |                                  | 5. A two-way radio communication enhancement system is required. (FFPC, NFPA 1, the National Fire Prevention Association 1, edition 2015, Section 11 sub-section 11.10.3). RESPONSE: Acknowledged. A radio frequency engineer will be engaged during construction to check the requirements and add the system as applicable, as requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15               | 5/4/2021                             | 3        | C401, C801                   | 2-FD                                                   | 2" Service BFP                   | Moved 2" BFP South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                  |                                      |          |                              |                                                        |                                  | 6. In all existing and new buildings, minimum radio signal strength for fire department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                  |                                      |          |                              |                                                        |                                  | 7. As discussed in earlier meetings relocate the backflow preventer so fire apparatus can make a clear turn. RESPONSE: Backflow preventer assembly has been relocated south as requested. See Drawing C401, and C801.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 16               | 6/23/2021                            | 4        | C304                         | 3-PL                                                   | Slatted CLF Gates - LS Enclosure | Solid Gates - LS Enclosure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                  |                                      |          |                              |                                                        |                                  | 1. Sheet C-402 indicates that there will be a CMU masonry enclosure around the lift station but Sheet C-358 reflects a 6ft. high chain link fence with 3 strands of barbed wire. Chained link fence around lift stations and barbed wire are not permitted. a. Lift stations shall be screened by a minimum of six-foot high enclosure made of masonry and consistent with the design theme of the building. Lift stations shall not be located between any building and right(s)-of-way and/or in any front yard setback. A solid gate shall be installed on the enclosure and shall remain closed at all times. LDC 14-8-19C. RESPONSE: The lift station design is already enclosed with solid walls made of CMU, similar to the vault building. The fence details are for the automatic roll gate supports and tie-in, to the northeast of the project. The drawings have been changed to show solid gates in lieu of the chain link slats, as requested. See revised enclosure gate detail on Drawing C-304.                                                                                                                                                                                               |
| 17               | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.1             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.2             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.3             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.4             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.5             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.6             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.7             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.8             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17.9             | 6/23/2021                            | 4        | C901                         | 3-FD                                                   | Nothing                          | Added FDC and Backflow Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                  |                                      |          |                              |                                                        |                                  | Comment 5. The FDC and the BACKFLOW will be marked with a Fire Department approved sign. The sign shall be designed in accordance with Florida Department of Transportation standards for information signage. RESPONSE: Acknowledged. These requirements have been added to the plans on Drawing C-901 Marking and Signage Plan, as requested. The signs shall have the following information on it:<br>a. The signage background will be contrasting in color to lettering and shall be either:<br>b. White with red lettering or red with white lettering.<br>c. On the FDC, it shall have the letters "FDC" and "the address of the building it serves" in one and three-fourths inch minimum brush strokes.<br>d. On the Backflow, it shall have "the address of the building it serves" in one and three-fourths inch minimum brush strokes.<br>e. The signs shall be a minimum of 5 inches in height. (Must be able to be seen from street)<br>f. The FDC ports shall be facing towards the fire access road.                                                                                                                                                                                           |
| 18               | 6/23/2021                            | 4        | C801-C803                    | 3-TWA                                                  | FM plug valves                   | FM gate valves                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                  |                                      |          |                              |                                                        |                                  | Plug valves are not acceptable. Please revise to 4" gate valves. Response - plug valves replaced with gate valves, as requested. Revise the note to state "Contractor shall construct air release valve assembly per TWA Standards at highpoint in the system outside of clear zone of any ROW". Also, please show the location of the proposed air release valve on the utility plan. Response: Note 7 has been revised on Drawing C-802, as requested. Profile crossing details have been moved to their own sheet, new Drawing C-804. Analysis indicates ARV required at Crossing #19. Note requiring ARV has been added to Crossing #19 detail on Drawing C-804, and Drawing C-802 plan view, as requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19               | 6/23/2021                            | 4        | C802, C804                   | 3-TWA                                                  | Nothing                          | Added ARV on FM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  |                                      |          |                              |                                                        |                                  | Provide a cross section of the driveway complying with Section 46.13 of TWA Standards and Specs. RESPONSE: This information was provided on the previous submittal on Drawing C-301 Paving and Site Details, Detail 6, see snippet below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 20.1             | 6/23/2021                            | 4        | C301, C801                   | 3-TWA                                                  | PCC LS Access                    | PCC LS Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20.2             | 6/23/2021                            | 4        | C301, C801                   | 3-TWA                                                  | PCC LS Yard                      | Crushed Aggregate LS yard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 21               | 6/23/2021                            | 4        | C801                         | 3-TWA                                                  | 1.5" Service Bldg, LS            | 2" Service Bldg, LS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                  |                                      |          |                              |                                                        |                                  | 1. Callout "End of TWA Responsibility" at the meter location. Response: Note "End of TWA Responsibility" has been called out at the meter locations. Show meter that will service the building. RESPONSE: Meter that will service the building is shown in Detail C, Drawing C-801, as previously submitted. The Fire Department comment from the previous submittal moved it south due to it being too close to the front bumper on the fire truck, based on our turning movement simulation. Callout changed to 2" per comment #3 below, as requested. See snippet below:<br>Lift Station: 1. According to sheet C-857, it lists 200V for the pump. This is not a standard voltage, typically its either 230 or 3 phase 460 V. Please revise. RESPONSE: The design pumps are 460V 3 phase motors at 11 hp (adaptable to various feed voltages) per Toho Requirements (documentation transmitted previously and snippet below). The supply line voltage has been changed from 208V 3 Phase feed from Panel A to 480V 3 Phase feed from the Main Distribution Panel (MDP), as requested. The notations have been revised, as requested. See Drawings C-801, C-857, EV06, EV07, and EV09 for requested changes. |
| 22.1             | 8/23/2021                            | 6        | C801, C857, EV06, EV07, EV09 | 5-TWA                                                  | 208 V 3 PH Pump Set Ordered      | 480 V 3 PH Dual Pump Set                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  |                                      |          |                              |                                                        |                                  | Same as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 22.2             | 8/23/2021                            | 6        | C801, C857, EV06, EV07, EV09 | 5-TWA                                                  | 208 V Fed from Panel A           | 480 V 3 PH Line Voltage Fed from Main Distribution Panel (MDP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



**AVCON, INC.**  
**ENGINEERS & PLANNERS**

**Date:** January 27, 2022

**Project No.:** 2018.161.04 CP01

5555 E. Michigan St., Suite 200  
Orlando, FL 32822-2779  
Phone: (407) 599-1122  
Fax (407) 599-1133  
www.avconinc.com

**TRANSMITTAL**

**GROUND OVERNIGHT**

**For the Attention of:** Mr. Shaun Germolus, Director of Aviation c/o Erika Garcia

**Representing:** Kissimmee Gateway Airport, City of Kissimmee, FL  
401 Dyer Blvd, Kissimmee FL, 34741

**From:** Russell D. Holliday, PE

**Reference:** ISM - Kissimmee Gateway Airport - Construct New Electrical  
Vault and Support Infrastructure - 2018.161.04 - FDOT  
FM#446678-1 - FAA AIP 3-12-0038-037-2020

**ENCLOSED PLEASE FIND:**

**Copies**

**Description**

|                                                        |                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------|
| 2                                                      | Signed Supplemental Agreements (001) - To Amendment No 9 - - Originals <i>AVCON</i> |
| <del>2</del>                                           | <del>GOMEI CHARGE ORDER #001 - ORIGINALS</del>                                      |
| <b>Comments/Special Instructions:</b>                  |                                                                                     |
| Mr. Germolus <i>Shanny</i>                             |                                                                                     |
| The referenced documentation is enclosed as requested. |                                                                                     |
| Thanks <i>Russ</i><br>Russ                             |                                                                                     |
| <b>Cc:</b>                                             |                                                                                     |
| <b>Rte:</b> \ file                                     |                                                                                     |

## ITEM 7.E

### APPROVAL OF SECOND AMENDMENT TO LANDSCAPE SERVICE AGREEMENT - PREMIER LAWN MAINTENANCE LLC

#### Request

Approval of the Second Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance LLC.

#### Explanation

This is the second amendment for renewal of the agreement between the City and Premier Lawn Maintenance, LLC. Both parties wish to exercise the option in the agreement to renew the agreement for a one-year term effective October 1, 2021 and ending September 30, 2022.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual   |
|-----------------|-----------|---------------------|----------|----------|
| 00150203-504646 |           |                     | \$19,500 | \$19,500 |
| 00150503-504646 |           |                     | \$75,582 | \$74,100 |

#### Financial Summary:

The City agrees to pay the contractor the total sum of \$500 for the Civic Center parking garage and \$1,900 for Rose Hill Cemetery per cycle with a maximum of 39 cycles over the term of this renewal.

#### Recommendation

Staff recommends approval of the second amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation  
Presenter: Steve Lackey

#### Attachment(s):

1. Second Amendment Premier Lawn Maintenance LLC

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN CITY OF KISSIMMEE AND  
PREMIER LAWN MAINTENANCE, LLC  
FOR LANDSCAPE SERVICES  
TO EXERCISE OPTION TO RENEW FOR ONE YEAR TERM**

**THIS SECOND 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 Premier Lawn Maintenance, LLC, 1026 Savage Court, Longwood, Florida 32750 (hereinafter referred to as "Contractor"), together referred to as the "Parties," and each represents as follows:

**WITNESSETH**

**WHEREAS**, on September 24, 2018, City and Contractor entered into an agreement for landscape services for various City owned properties (hereinafter referred to as "Agreement"); and

**WHEREAS**, on December 2, 2019, the Parties made a First Amendment to the Agreement to correct a scrivener's error regarding the term of the Agreement (hereinafter referred to as "First Amendment"); and

**WHEREAS**, the First Amendment to the Agreement (hereinafter referred to as "First Amendment") allows the Parties upon mutual written agreement to renew the Agreement for one year, two times, for an additional twenty-four (24) months.

**WHEREAS**, the Parties wish to exercise this option to renew the Agreement for a first one year term.

**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. Paragraphs five and six of the Agreement is hereby amended to read as follows:
5. **TERM.** The initial term of this Agreement shall be for a period of thirty-six (36) months between October 1, 2018 and September 30, 2021. Effective October 1, 2021, the Parties have exercised the first of two options to renew the Agreement for one year. The first renewal term of this Agreement shall be for a period of twelve (12) months between October 1, 2021 and September 30, 2022. Upon mutual written agreement of the Parties, the Agreement may be renewed for one year, for an additional twelve (12) months.
6. **PAYMENT.** The City agrees to pay Contractor the total sum of \$500 for Civic Center PG and \$1900 for RH Cemetery per cycle over the term of the Agreement based on the services rendered and invoiced. All invoices shall be submitted to the City contact with the Parks and Recreation Department. Payments shall be due within thirty days of receipt of the invoice. For the first renewal term of this Agreement, Contractor will provide landscape services for a

maximum of 39 cycles pursuant to Exhibit B, Cycle Schedule. The City may cancel any of the scheduled cycles if the City determines that landscape services are not needed or not feasible due to the conditions of the property.

2. All other provisions of the original Agreement and the First Amendment remain in full force and effect.

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

**Contractor:**

By: 

WITNESS AS TO CONTRACTOR:

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

**EXHIBIT B**  
**CYCLE SCHEDULE**

## Premier Lawn Service

## Cycle Count

| Cycle | Date       | Notes        | Cemetery |
|-------|------------|--------------|----------|
| 1     | 10/14/2021 |              |          |
| 2     | 10/28/2021 |              |          |
| 3     | 11/11/2021 | veterans day |          |
| 4     | 11/25/2021 | Thanksgiving |          |
| 5     | 12/9/2021  |              |          |
| 6     | 12/23/2021 |              |          |
| 7     | 1/6/2022   |              |          |
| 8     | 1/20/2022  |              |          |
| 9     | 2/3/2022   |              |          |
| 10    | 2/17/2022  |              |          |
| 11    | 3/3/2022   |              |          |
| 12    | 3/17/2022  |              |          |
| 13    | 3/31/2022  |              |          |
| 14    | 4/7/2022   |              |          |
| 15    | 4/14/2022  |              |          |
| 16    | 4/21/2022  |              |          |
| 17    | 4/28/2022  |              |          |
| 18    | 5/5/2022   |              |          |
| 19    | 5/12/2022  |              |          |
| 20    | 5/19/2022  |              |          |
| 21    | 5/26/2022  |              |          |
| 22    | 6/2/2022   |              |          |
| 23    | 6/9/2022   |              |          |
| 24    | 6/16/2022  |              |          |
| 25    | 6/23/2022  |              |          |
| 26    | 6/30/2022  |              |          |
| 27    | 7/7/2022   |              |          |
| 28    | 7/14/2022  |              |          |
| 29    | 7/21/2022  |              |          |
| 30    | 7/28/2022  |              |          |
| 31    | 8/4/2022   |              |          |
| 32    | 8/11/2022  |              |          |
| 33    | 8/18/2022  |              |          |
| 34    | 8/25/2022  |              |          |
| 35    | 9/1/2022   |              |          |
| 36    | 9/8/2022   |              |          |
| 37    | 9/15/2022  |              |          |
| 38    | 9/22/2022  |              |          |
| 39    | 9/29/2022  |              |          |

| Additional Cycles | Approved | Not Approved |  |  |  |  |
|-------------------|----------|--------------|--|--|--|--|
|                   |          |              |  |  |  |  |
|                   |          |              |  |  |  |  |
|                   |          |              |  |  |  |  |
|                   |          |              |  |  |  |  |



**Premier Lawn Service  
Cycle Count**

| Cycle | Date       | Notes | Civic |
|-------|------------|-------|-------|
| 1     | 10/12/2021 |       |       |
| 2     | 10/26/2021 |       |       |
| 3     | 11/9/2021  |       |       |
| 4     | 11/23/2021 |       |       |
| 5     | 12/7/2021  |       |       |
| 6     | 12/21/2021 |       |       |
| 7     | 1/4/2022   |       |       |
| 8     | 1/18/2022  |       |       |
| 9     | 2/1/2022   |       |       |
| 10    | 2/15/2022  |       |       |
| 11    | 3/1/2022   |       |       |
| 12    | 3/15/2022  |       |       |
| 13    | 3/29/2022  |       |       |
| 14    | 4/5/2022   |       |       |
| 15    | 4/12/2022  |       |       |
| 16    | 4/19/2022  |       |       |
| 17    | 4/26/2022  |       |       |
| 18    | 5/3/2022   |       |       |
| 19    | 5/10/2022  |       |       |
| 20    | 5/17/2022  |       |       |
| 21    | 5/24/2022  |       |       |
| 22    | 5/31/2022  |       |       |
| 23    | 6/7/2022   |       |       |
| 24    | 6/14/2022  |       |       |
| 25    | 6/21/2022  |       |       |
| 26    | 6/28/2022  |       |       |
| 27    | 7/5/2022   |       |       |
| 28    | 7/12/2022  |       |       |
| 29    | 7/19/2022  |       |       |
| 30    | 7/26/2022  |       |       |
| 31    | 8/2/2022   |       |       |
| 32    | 8/9/2022   |       |       |
| 33    | 8/16/2022  |       |       |
| 34    | 8/23/2022  |       |       |
| 35    | 8/30/2022  |       |       |
| 36    | 9/6/2022   |       |       |
| 37    | 9/13/2022  |       |       |
| 38    | 9/20/2022  |       |       |
| 39    | 9/27/2022  |       |       |

| Additional Cycles | Approved | Not Approved |
|-------------------|----------|--------------|
|                   |          |              |
|                   |          |              |
|                   |          |              |
|                   |          |              |
|                   |          |              |

## **ITEM 7.F**

### **APPROVAL OF THE FIRST AMENDMENT TO THE LANDSCAPE SERVICE AGREEMENT BETWEEN THE CITY AND GROUNDTEK OF CENTRAL FLORIDA LLC**

#### **Request**

Approval of the first amendment to the Landscape Service Agreement between the City and Groundtek of Central Florida, LLC for the Kissimmee Lakefront Park.

#### **Explanation**

In June 2021, the Commission approved an agreement with Groundtek of Central Florida, LLC for landscaping services for Lakefront Park and Neptune Road medians. While the services and pricing for this agreement were correctly listed in the original agenda item, there was a scrivener's error that requires an amendment to the agreement. This first amendment corrects paragraph three (3) to list attachments A and B; and paragraph four (4) to clarify that the pricing structure will be based on a per cycle charge instead of a lump sum amount and includes the city's verification, authorization and payment process. These changes do not affect the intent of the agreement and have been approved by Groundtek.

#### **Recommendation**

Staff recommends approval of the first amendment to the Landscape Services Agreement between the City and Groundtek of Central Florida, LLC.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

#### **Attachment(s):**

1. First Amendment Groundtek Central Florida LLC

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN CITY OF KISSIMMEE AND  
GROUNDTEK OF CENTRAL FLORIDA LLC**

**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 Groundtek of Central Florida, LLC, 858 Maguire Road, Ocoee, Florida 34761 (hereinafter referred to as "Contractor"), together referred to as the "Parties," and each represents as follows:

**WITNESSETH**

**WHEREAS**, on June 1, 2021, City and Contractor entered into an agreement for landscaping and ground maintenance for various City owned properties (hereinafter referred to as "Agreement"); and

**WHEREAS**, the Parties recently discovered scrivener's errors in paragraphs three and four of the Agreement; and

**WHEREAS**, the First Amendment to the Agreement (hereinafter referred to as "First Amendment") seeks to correct these scrivener's errors.

**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. Paragraphs three and four of the Agreement are hereby amended to read as follows:
3. **SCOPE OF WORK.** Contractor agrees to perform the Scope of Work outlined in Attachments A and B. This shall include Kissimmee Lakefront Park - 201 Lakeview Drive, Kissimmee FL 34741 to include Phase IV & Neptune Median.
4. **PAYMENT.** The City agrees to pay Contractor \$3500 for each instance that Contractor provides landscaping and ground maintenance services as described in Attachment A (such instances shall hereinafter be referred to as "cycles"). Contractor will provide landscaping and ground maintenance services for a maximum of 60 cycles during the original term of the Agreement pursuant to the Cycle Schedule in Attachment C. The City may cancel any of the scheduled cycles if the City determines that landscaping and ground maintenance services are not needed or not feasible due to the conditions of the property. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor

shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

2. Except as herein modified, all terms and conditions of the Agreement dated June 1, 2021 shall remain in full force and effect for the term, as originally set forth in said Agreement

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

**Contractor:**

By: 

**WITNESS AS TO CONTRACTOR:**

By: Gleysis Gessen



**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Mayor - Commissioner

**ATTEST:**

\_\_\_\_\_  
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

**ATTACHMENT A**  
**PROPOSAL**



862 Maguire Rd. Ocoee, Florida 34761

Ph: 407-877-7473 Fax: 407-877-8670

E-Mail: [Groundtek@cfl.rr.com](mailto:Groundtek@cfl.rr.com)

## **PROPOSAL**

To: CITY OF KISSIMMEE  
C/O Steve Callahan

Date: April 26, 2021

**Job site Location:**

Kissimmee Lakefront Park, Phase IV, Neptune Median, 2 additional medians as described in map.  
Kissimmee, FL

*We hereby present a proposal for the following:*

- Provide Landscaping and Grounds Maintenance services at the Lakefront Park, Phase IV, Neptune Median, and 2 additional medians as described in map in accordance with the scope of work currently provided.
- At a per cycle cost of \$3500.00
- We agree on all terms of the Maintenance Agreement.

*All Material is guaranteed to be as specified. All work to be completed in a workman-like manner according to industry standard practices. Any alteration or deviation from the above specifications involving extra will be executed upon written orders and will become an extra charge over and above the estimate. Any verbal authorization given by the customer will be treated the same as written orders even if authorization is not written. Customer will be held responsible for all legal fees associated with this proposal and the collection of money due for work performed.*

*Start and end dates are pending all P.O.s and authorizations received in a timely manner.*

Authorized Signature:

  
Authorized Signature: Charles Proffitt, Project Manager

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work specified.

Date of Acceptance

Signature

**COMPLETE PROFESSIONAL SERVICES IN GROUNDS  
MAINTENANCE AND LANDSCAPING**

**ATTACHMENT B**  
**DIAGRAM**





## **Lakefront Park Landscape and Mowing Contract**

Lakefront Park from and including the Rain Gardens south of Tebo Marina on Lakeview Drive to Monument Avenue, including all Peanut Grass on the west side of Lakeview Drive and the north side of Monument Avenue. Lakeshore Drive from the sidewalk on the west side to the Sea Wall, Brinson Park on both sides of Neptune Road from Lakeshore Drive east to the bridge, and the center medians on Neptune Road from Lakeshore Drive east to Lind Ave.



**ATTACHMENT C**  
**CYCLE SCHEDULE**

| Cycle |  |            |
|-------|--|------------|
| 1     |  | 6/5/2021   |
| 2     |  | 6/12/2021  |
| 3     |  | 6/19/2021  |
| 4     |  | 6/26/2021  |
| 5     |  | 7/3/2021   |
| 6     |  | 7/10/2021  |
| 7     |  | 7/17/2021  |
| 8     |  | 7/24/2021  |
| 9     |  | 7/31/2021  |
| 10    |  | 8/7/2021   |
| 11    |  | 8/14/2021  |
| 12    |  | 8/21/2021  |
| 13    |  | 9/12/2021  |
| 14    |  | 9/19/2021  |
| 15    |  | 9/26/2021  |
| 16    |  | 10/3/2021  |
| 17    |  | 10/17/2021 |
| 18    |  | 10/17/2021 |
| 19    |  | 11/14/2021 |
| 20    |  | 11/28/2021 |
| 21    |  | 12/9/21    |
| 22    |  | 12/23/2021 |
| 23    |  | 12/7/2021  |
| 24    |  | 12/21/2021 |
| 25    |  | 1/4/2022   |
| 26    |  | 1/18/2022  |
| 27    |  | 2/1/2022   |
| 28    |  | 2/15/2022  |
| 29    |  | 3/1/2022   |
| 30    |  | 3/15/2022  |

| Cycle |  |           |
|-------|--|-----------|
| 31    |  | 3/29/2022 |
| 32    |  | 4/5/2022  |
| 33    |  | 4/12/2022 |
| 34    |  | 4/19/2022 |
| 35    |  | 4/26/2022 |
| 36    |  | 5/3/2022  |
| 37    |  | 5/10/2022 |
| 38    |  | 5/17/2022 |
| 39    |  | 5/24/2022 |
| 40    |  | 5/31/2022 |
| 41    |  | 6/7/2022  |
| 42    |  | 6/14/2022 |
| 43    |  | 6/21/2022 |
| 44    |  | 6/28/2022 |
| 45    |  | 6/14/2022 |
| 46    |  | 6/21/2022 |
| 47    |  | 6/28/2022 |
| 48    |  | 7/5/2022  |
| 49    |  | 7/12/2022 |
| 50    |  | 7/19/2022 |
| 51    |  | 7/26/2022 |
| 52    |  | 8/2/2022  |
| 53    |  | 8/9/2022  |
| 54    |  | 8/16/2022 |
| 55    |  | 8/23/2022 |
| 56    |  | 8/30/2022 |
| 57    |  | 9/6/2022  |
| 58    |  | 9/13/2022 |
| 59    |  | 9/20/2022 |
| 60    |  | 9/27/2022 |

## **ITEM 7.G**

### **APPROVAL TO SUBMIT A 2022 RECREATION TRAILS PROGRAM (RTP) GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SHINGLE CREEK REGIONAL TRAIL**

#### **Request**

Approval to submit a 2022 Recreational Trails Program Grant Application to the Florida Department of Environmental Protection for the Shingle Creek Regional Trail.

#### **Explanation**

The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the construction and/or renovation of recreational trails. Eligible projects include bicycling, hiking trails, trailheads, and trail amenities. The Parks & Recreation Department is confident the City can obtain a high ranking for grant consideration as this project is in alignment with the Shingle Creek Regional Trail project goals. Grant funds will be used to construct the Stonefield Connector portion of the trail, extending the trail north to Osceola Parkway.

The anticipated grant is the maximum amount of \$500,000, with a 20% City of Kissimmee match. If the City is awarded this grant, the match for these funds is already budgeted in Fiscal Year 2021-2022 Recreation Impact Fund (\$100,000) for Shingle Creek Regional Trail Construction.

Financial Impact: There is no financial obligation at this time. However, adequate funds are available in the Recreation Impact Fee fund under the Shingle Creek Regional Trail Construction account to cover the 20% City match should the City be awarded.

#### **Recommendation**

Staff recommends approval to submit a 2022 Recreational Trails Program Grant Application to the Florida Department of Environmental Protection to be used for the Shingle Creek Regional Trail.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

#### **Attachment(s):**

1. 2022 Grant Opportunities - RMPK Funding

## Funding Opportunities January to July, 2022

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## **2022 Staffing for Adequate Fire and Emergency Response Grant (SAFER)**

Hiring Activity: Provides federal financial assistance to help fire departments hire new, additional firefighters (or change the status of part-time or paid-on-call firefighters to full-time firefighters) and to rehire laid off firefighters or retain firefighters facing imminent layoff. National, regional, state, local, tribal, and nonprofit interest organizations are not eligible to apply for funding under the Hiring Activity

**Application Deadline:** February 4, 2022  
**Funding Available:** \$560,000,000  
**Match:** No cost share required

- Award announcements will be made at the beginning of summer 2022 and on a continuous basis thereafter until all available funds have been awarded, but no later than September 30, 2022. The period of performance under the Hiring Activity is 36 months for all grants awarded.

The SAFER Program focuses on the Deployment or Staffing and Deployment compliance standards of the National

Fire Protection Association (NFPA):

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability): This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment): This standard applies primarily to all-volunteer fire departments, FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost effective manner.

## 2022 SJRWMD Cost Share Funding Program

The St. Johns River Water Management District offers several cost-sharing programs throughout the year for projects that assist in creating sustainable water resources, provide flood protection and enhance conservation efforts. Funding may be available for local governments, agricultural interests and other entities.

The program will fund projects in one of the 3 categories:

1. Water Conservation Projects
2. Stormwater/Drianage Management
3. Alternative Water Supply

**Application Deadline:** February 18, 2022

**Grant Amount:** Project normally range from \$100,000-\$2,000,000  
(REDI Program allows for 100% of project to be funded)

**Matching Funds:** 33%

**Management Agency:** St. Johns Water Management District

### Examples of Type of Projects Funded

**Water supply:**

Projects might include water conservation, alternative water supply development or water resource development.

**Water quality:**

Projects might include water quality/nutrient-loading reduction and stormwater

**Natural systems restoration:**

Projects should show measurable resource benefits to streams, lakes, wetlands, springs or aquifers.

**Flood protection:**

Projects should address flood protection issues on an intermediate or regional scale.

## **Recreational Trails Program (RTP)**

The U.S. Department of Transportation, through Florida's Department of Environmental Protection, funds projects that construct, renovate or maintain trails, trailhead and trailside facilities.

|                              |                                                                                              |
|------------------------------|----------------------------------------------------------------------------------------------|
| <b>Application Deadline:</b> | March 1, 2022                                                                                |
| <b>Maximum Grant Amount:</b> | \$400,000 for mixed-use and non-motorized trail projects<br>\$500,000 for motorized projects |
| <b>Matching Funds:</b>       | 20%, 40%, or 50% (Higher local match results in additional points.)                          |

### **Projects can include construction and/or renovation related to trails for:**

- bicycling
- day hiking
- equestrian activities
- jogging, running or similar fitness activities
- trail biking
- overnight and long distance backpacking
- roller skating, in-line skating
- aquatic or water activity (Canoe/Kayak Facilities)
- vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles or dune buggies

## **2022 Waterways Assistance Program (WAP) Florida Inland Navigation District**

The Florida Inland Navigation District provides funds for the development or renovation of capital improvement projects enhancing public access to the AICW. Waterway related projects must be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, waterfront parks, kayak/canoe facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization.

**Application Deadline:** March 30, 2022

**Grant Amount:** \$100,000-400,000

**Match:** 1 to 1 (in cash or in-kind services) \*State or Federal Grants can act as match

**\*All municipalities located in the 35 coastal counties are eligible to apply for WAP funding.**



## 2022 Section 319 Nonpoint Source Grants

The NPSM administers grant money received from the U.S. EPA through Section 319 of the Federal Clean Water Act. These grant funds are used to implement projects to manage nonpoint sources of pollution and restore our impaired waterbodies.

Nonpoint source (NPS) pollution refers to diffuse sources of pollution. It is caused by rainfall moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters, and even our underground sources of drinking water. Nonpoint sources include stormwater runoff from urban areas and agricultural operations, failing septic tanks, and erosion.

|                              |                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------|
| <b>Application Deadline:</b> | April 2022                                                                            |
| <b>Grant Amount:</b>         | Project normally range from \$100,000-\$500,000                                       |
| <b>Matching Funds:</b>       | 40%                                                                                   |
| <b>Management Agency:</b>    | Florida Department of Environmental Protection,<br>Nonpoint Source Management Section |

### Eligible Uses of Grant Funds

- LID including Swales and bio-swales.
- Planting for bank stabilization and littoral planting.
- Pervious asphalt, pervious pavers, etc.
- Green roofs.
- Low impact design projects.
- BMPs that treat stormwater runoff before it enters a major conveyance system.
- Erosion control practices such as road bed stabilization with rocks/plants.
- Education projects designed to educate the public on prevention/reduction of nonpoint source pollution.
- Septic to Sewer Conversion (SECTION 319 Grant Only) (laying the lateral for the residence/business to the sewer main, the connection to the sewer, installing a grinder pump/station on residents property, and abandonment of the septic system if the septic tank would be a continued source of pollution.)

## **2022 Water Quality Restoration Grant (SWAG)**

Three times a year (April and November), funding is awarded for the implementation of best management practices designed to reduce pollutant loads to impaired waters from urban stormwater discharges. This funding is administered by the Florida Department of Environmental Protection as the TMDL Water Quality Restoration Grant Program.

**Application Deadline:** April 2022

**Matching Funds:** 50%

**Management Agency:** Florida Department of Environmental  
Protection, Nonpoint Source Management Section

### **Types of Projects Eligible for Funding:**

- The project reduces stormwater pollutant loadings from urban areas that discharge to waterbodies on the state's verified list of impaired waters.
- The project is at least at the 60% design phase and is planned for permitting.
- The project includes storm event monitoring to determine the actual load reduction.
- The construction will be completed within three years of appropriation
- The applicant provides a minimum of 50% of the total project cost in matching funds and 25% of these matching funds must be from local Government.
- The grant funds are used for construction of best management practices, monitoring to determine pollutant load reductions, or public education activities specifically associated with the project and may only occur after the date of contract. Funds spent in advance of contract (but only after notification of the award) may be used for match, such as design, land acquisition, and other costs incurred by the applicant.

## 2022 AARP Community Challenge

The AARP Community Challenge provides small grants to fund "quick-action" projects that can help communities become more livable for people of all ages. Applications are being accepted for projects to improve housing, transportation, public space, technology ("smart cities"), civic engagement and more.

|                                |                                                       |
|--------------------------------|-------------------------------------------------------|
| <b>Application Deadline:</b>   | April 1, 2022 (Project Complete by December 11, 2021) |
| <b>Contribution Match:</b>     | 0%                                                    |
| <b>Total Funding (Florida)</b> | TBD                                                   |
| <b>Maximum: Grant Amount:</b>  | \$5,000-\$50,000                                      |

### TYPES OF PROJECTS:

- **Increasing civic engagement** with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity. (Although this category is targeted to local governments, nonprofit organizations can apply for and receive a grant in this category provided they demonstrate that they are working with local governments to solicit and include residents' insights about the project or to help solve a pressing challenge.)
- **Create vibrant public places** that improve open spaces, parks and access to other amenities.
- **Deliver a range of transportation and mobility options** that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- **Support the availability of a range of housing** that increases accessible and affordable housing options.
- **Demonstrate the tangible value of "Smart Cities"** with programs that engage residents in accessing, understanding and using data, and participating in decision-making to increase the quality of life for all.
- **Other community improvements:** In addition to the five areas of focus, AARP wants to hear about local needs and new, innovative ideas for addressing them.

## **2022 Florida Boating Improvement Program**

The Florida Fish and Wildlife Conservation commission provides funding through the Florida Boating Improvement Program's competitive grants for boating access projects and other boating-related activities on coastal and/or inland waters of Florida.

**Application Deadline:** April 7, 2020 (TBD)

**Maximum Grant Amount:** \$200,000

**Match:** 5% (cash, in-kind)

**Eligible uses of program funds include:**

- Boat ramps, lifts, hoists and other public launching facilities
- Piers, docks and other mooring facilities
- Recreational channel marking
- Derelict vessel removal
- Aquatic plant control
- Boating education
- Economic development initiatives that promote boating
- Other local boating-related activities that enhance boating access for recreational boaters

## **Community Planning Technical Assistance Grants**

The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for Community Planning Technical Assistance (CPTA) Grants for state fiscal year (SFY) 2020-2021. CPTA Grants provide counties, municipalities and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes Irma and Michael, CPTA grants may also be used for disaster recovery or resiliency planning and economic development.

**Application Deadline:** May 2022

**Contribution Match:** 0%

**Maximum Grant Amount:** \$35,000-\$50,000

### **Program Priorities:**

The county, municipality or regional planning council develops projects that generally relate to community planning and economic development strategies that implement the requirements in the Community Planning Act. DEO encourages communities impacted by hurricanes Irma and/or Michael to apply for projects related to disaster recovery or resiliency. Previous grant projects include, but are not limited to: visual imaging for public projects; community redevelopment area plans and land development regulations; sea level rise impacts to stormwater outfalls in the Indian River Lagoon; amendments to comprehensive plans and land development regulations; and plans for recreation facilities, neighborhoods, infrastructure, urban design, etc. Applicants are encouraged to seek funding for innovative, creative or unique approaches to planning and development.

## 2022 Public Library Construction Grants

The Florida Department of State, through the Bureau of Library Development, Division of Library and Information Services, provides state funding for the development of public libraries, including the following:

- construction of new buildings
- acquisition of buildings
- expansion or remodeling of existing libraries or buildings to be used as a new library

|                              |                                                               |
|------------------------------|---------------------------------------------------------------|
| <b>Application Deadline:</b> | May 1, 2022                                                   |
| <b>Grant Amount:</b>         | \$10,000-\$500,000                                            |
| <b>Matching Funds:</b>       | One to one                                                    |
| <b>Minimum Project Size:</b> | 3,000 square feet                                             |
| <b>Management Agency:</b>    | Bureau of Library Development, Florida<br>Department of State |

### **Eligible Uses of Grant Funds** (All projects must result in a complete library facility.):

- Architectural services
- Acquisition of land
- New construction
- Expansion
- Remodeling
- Site preparation (including the provision of parking spaces)
- Engineering costs and legal fees directly related to library construction
- Initial or fixed equipment including information and building technologies, video and telecommunications equipment, machinery, utilities, and built-ins and enclosures or structure necessary to house them

## **COPS Hiring Program (CHP)**

COPS is competitive grant program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of the CHP program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply.

**Application Deadline:** June 2022

**Contribution Match:** 25%

**Total Funding (Florida):** 50,000,000

**Maximum Grant Amount:** See below

CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

**\*Grant Period: 10/1/21 through 9/30/2026**

**Length of award: The award period of performance is five years (60 months) to allow time for recruitment and hiring.**

## Cultural Facilities Grant

The Florida Department of State through the Division of Cultural Affairs provides financial support for the renovation, construction and acquisition of cultural and community facilities.

Eligible projects for this funding opportunity include:

- Outdoor Ampitheater/  
Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

**Application Deadline:** June 1, 2022

**Maximum Grant Amount:** \$500,000

**Match Requirements:** 1 to 2 match for organizations that Total Support and Revenue of more than \$500,000 in the unrestricted column of the audit in their last completed fiscal year.  
1 to 1 match for REDI organizations.  
At least 25% of the matching funds must be cash.



## **2022 General Program Support Grant**

General Program Support (GPS) funding is designed to support the general program activities of an organization that is realizing its stated mission and furthering the state's cultural objectives by:

- Conducting, creating, producing, presenting, staging, or sponsoring cultural exhibits, performances, educational programs, or events or
- Providing professional services as a State Service Organization or Local Arts Agency.

**Application Deadline:** June 1, 2022

**Matching Requirements:** 100%

### **The Division offers three types of General Program Support:**

- Discipline-Based program support for cultural and artistic programming
- Local Arts Agency program support for designated Local Arts Agencies
- State Service Organization program support for cultural organizations that meet the definition of State Service Organization.

### **To request more than \$25,000**

- have at least one completed grant from the Division of Cultural Affairs. A grant is completed (closed) after the cycle is concluded and the final report has been approved.

### **To request more than \$50,000**

- have at least 3 years of completed programming; and
- have at least one paid, full-time staff member in a management position

## 2022 Historic Preservation Small Matching Grant

The purpose of the Small Matching Grant is to assist in the identification, excavation, protection, and rehabilitation of historic and archaeological sites in Florida; to provide public information about these important resources; and to encourage historic preservation in smaller cities through the Florida Main Street program.

**Application Deadline:** June 1, 2022

**Grant Amount:** \$50,000 maximum

**Match:** 100% - No match required for Main Street, Florida  
Certified Local Government

### Eligible Projects:

1. Survey and Planning activities; and
2. Community Education, Museum projects.

## **2022 Special Category Grants Program**

The purpose of the Special Category Grants Program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic structures and archaeological sites, to assist major archaeological excavations, and assist in the development, fabrication and installation of major museum exhibits that will promote knowledge and appreciation of the history of Florida.

**Grant Amount:** \$50,000 to \$500,000

**Match:** either \$50,000 (cash and/or in-kind services or materials) or 50% of the requested grant amount, whichever is greater. REDI communities will have a match requirement of 10% of the requested grant amount.

**Application Deadline:** June 1, 2022

### **Eligible Projects:**

1. Acquisition of historic properties or archaeological sites;
2. Development activities, including: restoration, rehabilitation, preservation, and reconstruction, and site-specific planning required for these activities;
3. Archaeological excavation projects, including: research, field investigation, testing, analysis and publication of findings; and
4. Museum exhibit projects for Florida history museums, including: research, exhibit design, fabrication and installation.

## **2022 Farmers Market Promotion Program**

Funding is available for marketing operations such as farmers markets, community supported agriculture and road-side stands. The grants, which are administered by USDA's Agricultural Marketing Service (AMS), are available through a competitive application process. The grants aim to increase the availability of local agricultural products in communities throughout the county. They will also help strengthen farmer-to-consumer marketing efforts.

**Program Allocation:** \$76,900,000

**Maximum Grant Amount:** \$50,000 - \$500,000

**Application Deadline:** June 21, 2022 (TBD)

**Match:** 25% match

### **Projects can include, but are not limited to:**

- Developing tools, techniques or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of markets, or other relevant organizations, to assist in COVID response and recovery efforts.
- Market analysis and strategic planning for a direct producer-to-consumer market opportunity.
- Local farmer, rancher, or market manager startup training and education.
- Farmers market, roadside stand, CSA, agritourism or online sales activity startup, operation and/or expansion.
- Recruitment, outreach and retention of new, beginning, and socially disadvantaged farmers and ranchers, as well as to consumers in support of direct producer-to-consumer markets.
- Development of strategies and/or above practices to support and partner with other organizations affected by the pandemic. This could allow larger, more experienced entities to support smaller organizations who could also benefit from a federal grant.

## NEA Arts Projects

Grants for Arts Projects is NEA's principal grants program for organizations based in the United States. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life.

**Application Deadline:** July 7, 2022

**Matching Requirements:** 100%

**Grant Amount:** \$10,000 to \$100,000

Projects that are encouraged to be submitted use the arts to unite and heal as well as address any of the following:

- Elevate artists as integral and essential to a healthy and vibrant society.
- Celebrate the nation's creativity and/or cultural heritage.
- Enrich our humanity by broadening our understanding of ourselves as individuals and as a society.
- Grant funding will not fund construction

## Wastewater Grant Program

This grant program will provide funding to assist local communities with project that reduce excess nutrient pollution by improving wastewater facilities and infrastructure. Priority will be given to projects that subsidize the connection of onsite sewage treatment and disposal systems to wastewater treatment facilities. Coordination with water management districts will occur to identify grant recipients in each district. Established by Fla. Stat. 403.0673

|                              |                        |
|------------------------------|------------------------|
| <b>Application Deadline:</b> | July 15, 2022 (TBD)    |
| <b>Contribution Match:</b>   | 50% (Waived for RAO)   |
| <b>Maximum Grant Amount:</b> | No maximum grant (TBD) |

### TYPES OF PROJECTS:

- Onsite sewage treatment and disposal systems (OSTDS) upgrades to enhanced nutrient-reducing systems;
- Projects to construct, upgrade or expand facilities to provide advanced waste treatment;
- Septic to sewer connections. Florida's statutory provisions prioritize septic to sewer connections.

Key funding considerations include the estimated reduction in nutrient load per project; project readiness; the cost-effectiveness of the project; the overall environmental benefit of a project; the location of a project; the availability of local matching funds; and projected water savings or quantity improvements associated with a project.

## ITEM 7.H

### ACCEPTANCE OF A \$25,000 SPONSORSHIP FROM THE KISSIMMEE UTILITY AUTHORITY TO SUPPORT THE FESTIVAL SERIES

#### Request

Approval to accept a \$25,000 sponsorship from the Kissimmee Utility Authority and adjust the Parks & Recreation budget accordingly.

#### Explanation

The Parks & Recreation Department has received a sponsorship donation in the amount of \$25,000 from the Kissimmee Utility Authority to help fund the Festival Series. Funding is used to support and enhance the City's 2021-2022 Festival Series, including the Festival of Lights Parade, MLK Unity Celebration, Kowtown Festival, and the Monumental 4th of July.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual |
|-----------------|-----------|---------------------|----------|--------|
| 00100366-366001 |           | Increase            | \$25,000 |        |
| 00150663-503434 |           | Increase            | \$25,000 |        |

#### Financial Summary:

The \$25,000 sponsorship donation from Kissimmee Utility Authority will be used in the Events & Venues division for festival and event expenditures.

#### Recommendation

Staff recommends approval to accept the \$25,000 sponsorship from the Kissimmee Utility Authority and to adjust the budget accordingly.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation  
Presenter: Steve Lackey

#### Attachment(s):

None

## **ITEM 7.I**

### **MASTER OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KISSIMMEE UTILITY AUTHORITY (KUA) FOR STREET AND AREA LIGHTING**

#### **Request**

Approval to accept the Master Operations and Maintenance Agreement between the City of Kissimmee and KUA for street and area lighting.

#### **Explanation**

The City of Kissimmee and KUA have developed a master service agreement for the installation and maintenance of the City's street and area lights. As part of the agreement, KUA will install, own, operate, and maintain the street lighting within the City limits and the area lighting located on City-owned facilities. In return, the City agrees to give KUA exclusive rights to all parcels owned and maintained by the City to install applicable outdoor lighting.

The Master Operations and Maintenance Agreement will replace the KUA General Services Agreement that was drafted in 1988 and last revised in 1995. The City of Kissimmee, in conjunction with KUA, have reviewed and established a new 2022 master agreement.

#### **Recommendation**

Staff recommends City Commission approval to accept the Master Operations and Maintenance Agreement between the City of Kissimmee and KUA for street and area lighting.

#### **REQUESTED CITY COMMISSION ACTION:**

Accept

Department: Public Works & Engineering

Presenter: Natrevia Gradney-Mitchell

#### **Attachment(s):**

1. KUA Master Operations and Maintenance Agreement 2022
2. Appendix A - Street and Area Lighting (2022)
3. Appendix B - Street and Area Lighting (2022)
4. 1995 KUA General Services Agreement



**MASTER OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN  
KISSIMMEE UTILITY AUTHORITY AND THE CITY OF KISSIMMEE  
FOR STREET AND AREA LIGHTING**

**THIS MASTER AGREEMENT** (the “Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2021 is made by and between **Kissimmee Utility Authority** (hereinafter referred to as “KUA”), a body politic of the State of Florida, and **City of Kissimmee** (hereinafter referred to as “City”), a municipal corporation of the State of Florida.

**RECITALS**

**WHEREAS**, KUA will install, own, operate, and maintain Street Lighting within the City limits of Kissimmee and Area Lighting on City-owned locations within KUA’s service area upon which the City agrees to give KUA exclusive rights to all parcels owned and maintained by the City to install applicable outdoor lighting.

**WHEREAS**, City desires to have KUA install outdoor lighting, and associated wire, cables, poles, arms, fixtures, and equipment (collectively, the “Outdoor Lighting”) along the City road right of way, Florida Department Of Transportation right of way (“FDOT Right of Way”) under the City’s jurisdiction, and at various City locations; and

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, KUA and City hereby agree as follows:

**Section 1 – Definitions:**

In this Master Agreement, the following terms have the meanings described in the subparagraphs of this Article:

- A. “Area Lighting” shall mean outdoor fixtures, poles, and related materials considered as a light pole that are placed at a specific City parcel location.
- B. “Conduit” shall mean Sch-40 gray PVC conduit that goes from the electric secondary source to a light pole.
- C. “Customer-Owned Poles” shall mean that the light poles are owned by the City that may have lights affixed to them that KUA installed and provided.
- D. “Digital Message Boards” shall mean an electronic banner that can display words and graphics for the public to view that has surface viewing area of roughly 2 feet by 4 feet that can be attached to a pole. The said pole shall be structurally engineered, constructed, and installed to support a digital message board, and its use may be for outdoor lighting or overhead distribution infrastructure.
- E. “Electric Infrastructure” shall mean facilities that operate either overhead or underground at a primary distribution voltage of 13.2 kV or at a secondary voltage of 120 volt to 480 volt.

- F. “Exhibits” or “Attached Exhibits” shall consist of present and future street light requests, and project specific lighting service or solution agreements. Each of these types of documents shall indicate in writing what shall be installed at a particular location. These include “Contract for Installation of Street Lighting”; “Additional Street Lighting”; “Service Agreement for Lighting Service”; and “Holiday Decoration Service Agreement.” They are to be affixed to this Master Agreement as part of Appendix A.
- G. “Fixture”, “Light”, or “Light Fixture” shall mean a light fixture that is designed to emit lumen into a dark area. The light fixture shall contain a light source that is either high-pressure sodium (HPS), metal halide (MH), or light emitting diodes (LED) and can be affixed to a pole by a light bracket arm or on top of a pole by means of a pole tenon.
- H. “IES” or “IES distribution” is an industry standard created by the Illuminating Engineering Society that governs the pattern that a said fixture is to emit lumen in a given area.
- I. “Light Bracket” shall mean an arm that can be 2 feet to 15 feet that is made of hot dip galvanized steel or aluminum that extends the fixture from a particular outdoor light pole to help direct the light source further.
- J. “Lighting Service Agreement” shall mean a past, present, or future document that is location specific that outlines the number of outdoor light poles to be installed along with the estimated monthly charges associated with the said outdoor light poles. A Lighting Service Agreement is applicable for installations with unmetered lights that are installed either on a project generated street or project generated site location. These documents shall be affixed to this Agreement as part of Appendix A.
- K. “Lighting Solution for Metered Service Parcels Agreement” shall mean a past, present, or future document that is location specific that outlines the number of outdoor light poles to be installed along with the estimated monthly charges associated with the said outdoor light poles. A Lighting Solution for Metered Service Parcels Agreement is applicable for installations with a project generated site location in which the lights are metered, the City owns the poles and wiring, and KUA owns and maintains the fixtures. These documents shall be affixed to this Agreement as part of Appendix A.
- L. “Maintenance Work” shall mean the work to be done and the materials to be furnished to assure the on-going operation of the fixture.
- M. “Make Ready Work” shall mean any pole line construction, revision or alteration required to accommodate the installation of an outdoor light pole.
- N. “Outdoor Light Pole” or “Light Pole” shall mean a pole that is exclusively used to affix a light to it and is constructed of aluminum, concrete, hot dip galvanized steel, or wood. The pole may be owned by KUA or the City. Generally, KUA poles are affixed with a KUA pole tag for identification and tracking.
- O. “Post Top” or “Post Top Pole” shall mean that the said fixture is mounted to the top of a particular pole. The industry typically considers this type mounting as being Tenon-mount.
- P. “Photometric Layout” shall mean an engineered design document that specifically outlines where a particular outdoor light pole is to be installed to get the expected lumen results. Note that due to field conditions a particular light pole may be shifted up to 20 feet due to underground conflicts such as water, sewer, gas, etc. and still give the basic intended results based on field experience.

- Q. “Project Scope” shall mean a detailed description of work that is to be performed that may be written out or graphically shown.
- R. “Secondary Wire” shall mean a covered insulated wire that may be placed overhead or underground in a conduit for the purpose of providing electricity to a light fixture. The wire will carry a voltage between 120 volts up to 480 volts.
- S. “Smart Components” shall mean any technology that is affixed to an outdoor light pole to provide monitoring, information broadcasting, or safety features in addition to lighting.
- T. “Street Light” shall mean an outdoor light pole or fixture that is placed along a particular road or City right of way within the City limits.
- U. “Street Light Request” shall mean a document generated by a citizen requesting that the City consider having a particular outdoor light pole placed within the City right of way to provide more lighting. Once approved, the document is sent to KUA to draft up a project to install said outdoor light pole. All past, present, and future documents shall be affixed to this Agreement as part of Appendix A.
- V. “Sub-Surface Box” or “Hand-hole” shall mean an underground structure that will be installed either within a sidewalk or at final grade that will house sub-surface wiring connections.
- W. “Utility Pole” shall mean a pole constructed of concrete, ductile iron, steel, or wood that is owned by KUA and is used to provide electric at a particular voltage.

## **Section 2 – Obligations:**

### **A. Responsibilities of KUA**

1. Per City request, KUA shall design, procure materials, and install the outdoor light poles in accordance to a street light request, lighting service agreement, or lighting solution agreement. Such installations shall be done per City and industry standards. Where applicable right of way permits are required, KUA shall secure such permits needed for the said request. Upon completion of the job, KUA will internally notify the customer service department of the additional lights that were installed and they will update the monthly utility billing quantity so that the next billing cycle will invoice for said light addition or removal.
2. For KUA-owned facilities, KUA shall maintain and repair the light fixtures or light pole at KUA’s expense. KUA shall repair equipment upon receiving notification from the City of any damage, malfunction, or any other need for repair. KUA shall have the right to repair, modify, or replace the fixture and/or light pole at any time upon taking into consideration the effect of such work on the public. When such facilities are City owned, KUA will coordinate with City personnel to repair City light fixtures or light poles for which the City will provide KUA appropriate reimbursement upon receipt of invoice from KUA; City shall repair with their own or subcontracted forces City wiring and raceways.

## B. Responsibilities of City.

1. City agrees to pay the applicable monthly charges and any applicable taxes/fees associated with the lights as spelled out herein this Agreement. Any new installs or removals done during a particular billing cycle may vary the monthly payment that is to be made to KUA.
2. City agrees to use commercially reasonable efforts to maintain the area around the light poles in a clean, safe, and orderly condition, to at least the same standard as it customarily maintained at the common areas at the City owned site locations. Any tree trimming or pruning of landscaping shall be performed by the City to maintain the integrity of the lumen output of the light pole.

## C. Mutual Responsibilities

1. KUA and City agree to work mutually to solve any mutual problems that may arise such as citizen complaints. Both parties to work together on future project locations to provide the best fixture features and styling that is both economical and meets the lumen output designed at a particular site location.

## **Section 3 – Design Criteria:**

The following design criteria are provided to serve as general direction to City and KUA staff when new projects arise that are within the City limits, that are on City right of way or when new projects are City-owned location specific. KUA will coordinate design with City; and City shall advise KUA of any special development zone guidelines or requirements at the start of design. Ultimate approval for all new light locations will reside with City; City shall approve all installation locations via a signature approval from the City Engineer on all authorized lighting agreements. KUA will only proceed with installation of infrastructure after receipt of an authorized lighting agreement.

**3.1. Roadway Lighting:** Projects that are on major arteries within the City limits typically require more light poles to be placed on both sides of the right of way so that it benefits both the driver and pedestrian. Coordination between the City, KUA, and FDOT (if on State right of way) will be needed (or) be required when such light pole spans are placed other than 200 feet to 300 feet on each side and at intersections. When a photometric design is provided, efforts are to be made to install light poles as called forth on such plans per field conflicts that may prevent KUA and the City from doing so. In the event of such field conflicts, staff is to make field decisions to adjust the light poles accordingly. The photometric lighting designs may be those provided by FDOT if on State right of way and/or a consulting firm in which the City hired for a particular roadway project.

**3.2. Downtown Pedestrian Areas:** Projects that are located along the downtown streets typically require more light poles to be placed on both sides of the right of way so that it benefits both the driver and pedestrian. When a photometric design is not provided, the pole spacing on both sides of the road varies between 60 feet to 100 feet for post top poles and between 100 feet to 200 feet

for light poles with arms. When field conflicts arise, KUA staff will coordinate with City staff from the Public Works and Development Services Departments to make field adjustments. For future projects within the downtown area, coordination between both parties will be needed (or) required to match the proposed photometric design to existing field conditions. Existing field conditions that require coordination include conduit and sub-surface boxes that were furnished and installed by the City's contractor in the sidewalk area.

**3.3. Commercial or Residential Areas within City Right of Way:** The typical design criteria for placing light poles along the right of way within residential areas shall be to space the light poles on either side of the road every 200 feet to 300 feet. When conduit is required, the developer of a new subdivision or a HOA organization is responsible for installing 2" Sch-40 gray conduit to the light pole location. Per the City's Land Development Code, (14-7-6), street lighting shall be provided; for a commercial or residential area in a City Right of Way a developer will satisfy this requirement by contracting with KUA for the installation and turning over the lights to the City after construction. Per the City's Land Development Code, 14-10-7 (C.), the developer is responsible for installing underground conduit for street lighting. KUA will require that the developer pay the upfront construction cost via a Street Light Contract. KUA will forward Street Light Contracts between the developer and KUA upon City request. The developer will transfer such street lights to the City, upon which the City will pay monthly a lower light charge that is based on energy usage and maintenance only.

**3.4. Citizen Generated Street Light Request:** When a citizen generates a request for additional lighting to be placed on public roads within the City right of way, City staff will review such request to determine that the existing light poles are within a span of 300 feet or greater and then a determination will be made for the approval of such request. City staff may inform KUA to assist in providing information as to what infrastructure is in the area in order to make an informative decision. When approval has been granted at the City via a signature approval from the City Engineer, KUA will receive such request and proceed to install such light or light pole per the Street Light Request Form.

#### **Section 4 – Easements and Permits:**

Due to field conditions, both the City and KUA recognize that additional space may be required in order to install a light pole and could lead to securing a utility installation or maintenance easement from a property owner. With regard to lighting provided by developers to comply with Land Development Code requirements, the developer will be required to obtain all easements and permits required for KUA installation. With regard to City lighting projects, the City, with KUA's assistance, shall be responsible for obtaining the necessary utility easement that may be required. On some roadways within the City limits, both the City and KUA recognize that additional permits may be required from the Florida Department of Transportation (FDOT) or from Osceola County before KUA may install the light poles for a particular project. When such permits are required, KUA will be responsible for acquiring the additional right of way permits. Both parties agree to cooperate with each other to the fullest extent in preparing and obtaining all utility easements and right of way permits that either party deem necessary for said project.

## **Section 5 – Lease Charges:**

5.1. Payment of Monthly Lease Charges: The City shall pay KUA the monthly lease charges and applicable taxes as outlined in Appendix B and on the monthly utility bill, and shall comply with the terms and conditions specified herein. The typical billing cycle is 31 days, but may vary from month to month.

5.2. Periodical Readjustment of Monthly Lease Charges: Depending on the request made to KUA for additional lights, the quantity of the light type monthly charge will vary from billing cycle to the next billing cycle as the requested light types are installed and the projects are completed. Both parties agree that such adjustments take place due to requests made and that the current quantities will be identified on the monthly invoice to the City.

5.3. True-Up: From time to time, KUA will be performing field and internal inventory of the said light quantities to the City's respective accounts that may result in debits and credits. When such changes are accounted for, the lighting monthly quantities will be adjusted and reflected in the next monthly billing cycle invoice. When requested by the City, a detail quantity of the various light types can be provided.

5.4. Fixture Change-out: As technology changes and new fixture types become available and old fixture types become obsolete, fixture types may be changed out at an existing location. For instances where original fixtures are changed out due to end of fixture service life or for ongoing maintenance issues, the original fixture may be changed out to the nearest KUA equivalent modern fixture and billed at the same rate as the original fixture. Nearest KUA equivalent modern fixture will be a fixture that KUA stocks at the time of replacement and is of said stock, in KUA's sole and final judgement, the nearest equivalent fixture. For instances where existing fixtures are changed out due to City's desire to have a modern fixture or a fixture with inequivalent performance (in KUA's sole judgement) to the original fixture, the new fixture will be billed at the current KUA rate in place for use of said fixture type.

## **Section 6 – Term of the Agreement:**

This Agreement shall be effective as of the date of execution by both parties and shall continue as mutually agreed upon by both parties.

## **Section 7 – Amending the Agreement:**

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by both parties.

## **Section 8 – Indemnification:**

Each party shall indemnify and hold the other harmless against any claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such party, its servants, or agents, excepting, however, such claims or damages as may be due to or caused by acts or omission of the other party, its servants, or agents.

### **Article 9 – Sovereign Immunity:**

No provisions of this Agreement is intended, or shall be construed, to be a waiver for any purpose by KUA or City – of its sovereign immunity, and any accompanying limitations on liability pursuant to same, as set forth in Florida Statute, Chapter 768, Section 768.28.

### **Article 10 – Governing Law, Jurisdiction, and Venue Over Claims:**

This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the State of Florida. The parties agree that jurisdiction and venue over any and all claims arising under this Agreement shall lie in the courts of competent jurisdiction for Osceola County.

### **Section 11 – Failure Majeure:**

11.1. Failure of KUA or City to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any terms or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

11.2. In the event that either KUA or City is prevented or delayed from fulfilling any terms or conditions of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, pandemic, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of this unavoidable delay, and any such party shall endeavor to remove or overcome such inability as soon as reasonably possible.

### **Section 12 – Severability:**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provisions shall not render unenforceable this entire Agreement, but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

### **Section 13 – Notices:**

Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when the notified party receives notice by certified mail, return receipt requested, with postage prepaid and, or via overnight delivery by a nationally recognized carrier, except where specifically provided for elsewhere, properly addressed as follows:

If to KUA, at: Vice President of Operations  
Larry Mattern  
1701 W Carroll Street  
Or P O Box 423219 (mailing address)  
Kissimmee, FL 34742-3219

If to City, at: Public Works and Engineering Director  
Natrevia Gradney-Mitchell  
101 Church Street  
Kissimmee, FL 34741

Or to such other address as either party, from time to time, may give the other party in writing.

**Section 14 – Public Records Act :**

The parties agree to comply with the Florida Statutes' Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(Kissimmee Utility Authority)

(City of Kissimmee)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Attest:

Approved as to form & legality

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
City Attorney & Date



## Appendix A – Monthly Lease Charges Master Agreement for Street and Area Lighting

The various monthly lease charges as of January 10, 2022 that could be applicable to the various City site locations and City road right of way are listed below.

### *Fixture Types on Arms:*

| <u>Fixture Description:</u>                                       | <u>Rate Code:</u> | <u>Light Charge:</u> |
|-------------------------------------------------------------------|-------------------|----------------------|
| 100w HPS globe light (installation pre-paid)                      | SIP               | \$9.50               |
| 100w HPS globe light (fixture only)                               | SFO               | \$10.02              |
| 100w HPS globe light on 30 foot concrete pole                     | SOP               | \$10.68              |
| Medium Cobra light (installation pre-paid) – HPS or LED           | LIP               | \$16.58              |
| Medium Cobra light (fixture only) – HPS or LED                    | LFO               | \$17.37              |
| Medium Cobra light on 30-foot concrete pole                       | LOP               | \$18.02              |
| Medium Black LED Cobra light on black concrete pole               | LBP               | \$23.46              |
| Medium LED Cobra light on 35-foot aluminum pole                   | LAP               | \$29.41              |
| 250w HPS or MH Pendant light (fixture only)                       | CFO               | \$22.61              |
| 250w HPS or MH Pendant light on 29.5-foot Talisman concrete pole  | CPP               | \$31.30              |
| Medium Teardrop light on 20-foot black concrete pole – HPS or LED | LTP               | \$27.85              |
| Medium Directional light (fixture only) – HPS or LED              | DFO               | \$18.04              |
| Medium Directional light on 30-foot concrete pole                 | DOP               | \$19.12              |
| Medium LED Pendant light on 29.5-foot Talisman concrete pole      | CLS               | \$40.31              |
| Dual Medium LED Pendant light on 29.5-foot Talisman concrete pole | CLD               | \$58.83              |
| Large Cobra light (installation pre-paid) – HPS or LED            | XLI               | \$25.12              |
| Large Cobra light (fixture only) – HPS or LED                     | XLF               | \$24.22              |
| Large Cobra light on 30-foot concrete pole – HPS or LED           | XLP               | \$24.97              |
| Large LED Cobra light on 35-foot aluminum pole                    | XAP               | \$36.12              |
| Large Directional light (installation pre-paid) – HPS or LED      | XDI               | \$22.73              |
| Large Directional light (fixture only) – HPS or LED               | XDF               | \$24.20              |
| Large Directional light on 30-foot concrete pole – HPS or LED     | XDP               | \$26.24              |
| 400w MH Gullwing light (installation pre-paid)                    | XLI               | \$25.12              |
| 400w MH Gullwing light on 30-foot bronze steel pole               | XGP               | \$34.13              |
| Mongoose LED light (fixture only)                                 | MLF               | \$23.66              |
| Mongoose LED light on 30-foot concrete pole                       | GLP               | \$32.65              |

### *Post Top Lights:*

| <u>Fixture Description:</u>                                      | <u>Rate Code:</u> | <u>Light Charge:</u> |
|------------------------------------------------------------------|-------------------|----------------------|
| 100w Acorn light on 15-foot aluminum pole – HPS                  | SAP               | \$13.34              |
| Small Colonial Light on 15-foot aluminum pole – HPS or LED       | SDP               | \$13.14              |
| Small Acorn light on 15-foot aluminum pole - LED                 | ZLS               | \$17.00              |
| Small Acorn Flare Base on 18.5-foot black Talisman concrete pole | CFP               | \$21.00              |

*Special Application Lights:*

| Fixture Description:                                         | Rate Code: | Light Charge: |
|--------------------------------------------------------------|------------|---------------|
| 17kwh solar LED flat light (fixture only)                    | SHF        | \$10.75       |
| 17kwh solar LED flat light on 30 foot concrete pole          | SHP        | \$20.57       |
| Navion LED light/integrated camera (fixture only)            | NFO        | \$34.17       |
| Navion LED light/integrated camera on 30-foot concrete pole  | NCP        | \$38.44       |
| Navion LED light/integrated camera on 34-foot aluminum pole  | NAP        | \$46.32       |
| Medium LED Cobra light (metered) on customer owned pole      | FMC        | \$9.00        |
| Large LED Cobra light (metered) on customer owned pole       | FLC        | \$10.40       |
| Large LED Directional light (metered) on customer owned pole | FLD        | \$14.83       |
| Mongoose LED light (metered) on customer owned pole          | FMD        | \$15.00       |

The City monthly quantity of lights per account as of January 10, 2022 are listed below. Note that the light fixture type is per what the typical description of such is in the field. Over the years, some fixture types in the field may be different since the lighting rate code were per what they were originally billed under and in some cases were billed as hybrid rates per the project requirements.

Note that the installation pre-paid rates are those in which the upfront construction cost was paid upfront and such rates cover for maintenance and energy usage.

Customer ID =128005 / Account = 60980  
City Master Account / 20 Lakeview Drive

| Fixture Description:                                             | Quantity: | Rate Code: |
|------------------------------------------------------------------|-----------|------------|
| Medium Cobra light (installation pre-paid) – HPS or LED          | 1         | LIP        |
| 250w HPS or MH Pendant light on 29.5-foot Talisman concrete pole | 1         | CPP        |

Customer ID =128005 / Account = 74130  
City Master Account / Rose Hill Cemetery – 1615 Old Boggy Creek Rd

| Fixture Description:                           | Quantity: | Rate Code: |
|------------------------------------------------|-----------|------------|
| Medium Cobra light (fixture only) – HPS or LED | 1         | LFO        |

Customer ID =128005 / Account = 184530  
City Master Account / Park – 1112 Catherine Street

| Fixture Description                   | Quantity: | Rate Code: |
|---------------------------------------|-----------|------------|
| 100w HPS globe fixture (fixture only) | 1         | SFO        |

Customer ID =128005 / Account = 481890  
City Master Account / Civic Center – 211 E Dakin Avenue

| Fixture Description:                                    | Quantity: | Rate Code: |
|---------------------------------------------------------|-----------|------------|
| Medium Cobra light (installation pre-paid) – HPS or LED | 27        | LIP        |

Customer ID =128005 / Account = 617390  
City Master Account / Park – 2138 Agate Street

| Fixture Description:                                     | Quantity: | Rate Code: |
|----------------------------------------------------------|-----------|------------|
| Medium Cobra light on 30-foot concrete pole – HPS or LED | 4         | LOP        |
| Medium Cobra light (fixture only) – HPS or LED           | 1         | LFO        |
| Large Cobra light on 30-foot concrete pole – HPS or LED  | 2         | XLP        |

Customer ID =128005 / Account = 1250290  
City Master Account / Boat Dock Parking Lot (69 Lakeview Drive LFT STN)

| Fixture Description:                                              | Quantity: | Rate Code: |
|-------------------------------------------------------------------|-----------|------------|
| Small Acorn Flare Base on 18.5-foot black Talisman concrete pole  | 16        | CLS        |
| Dual Medium LED Pendant light on 29.5-foot Talisman concrete pole | 1         | CLD        |
| Medium LED Pendant light on 29.5-foot Talisman concrete pole      | 3         | CFP        |

Customer ID =128005 / Account = 17980  
City Master Account / Parking Lot – 201 Lakeview Dr. (300 E Monument COMHS)

| Fixture Description:                                             | Quantity: | Rate Code: |
|------------------------------------------------------------------|-----------|------------|
| 250w HPS or MH Pendant light on 29.5-foot Talisman concrete pole | 6         | CPP        |

Customer ID =128005 / Account = 221820  
City Master Account / Oak Street Ballfield – 1500 W Oak Street

| Fixture Description:                                          | Quantity: | Rate Code: |
|---------------------------------------------------------------|-----------|------------|
| Large Directional light on 30-foot concrete pole – HPS or LED | 2         | XDP        |
| Large Directional light (fixture only) – HPS or LED           | 2         | XDF        |

Customer ID =128005 / Account = 384560  
City Master Account / Mill Slough Park (0 Mill Run & Mill Slough IR&VL)

| Fixture Description:                                    | Quantity: | Rate Code: |
|---------------------------------------------------------|-----------|------------|
| Medium Cobra light (installation pre-paid) – HPS or LED | 2         | LIP        |

Customer ID =128005 / Account = 482960  
City Master Account /Makinson Aquatic Center & Ballfield (2204 Denn John Lane Field)

| Fixture Description:                                     | Quantity: | Rate Code: |
|----------------------------------------------------------|-----------|------------|
| Medium Cobra light (fixture only) – HPS or LED           | 3         | LFO        |
| Medium Cobra light on 30-foot concrete pole – HPS or LED | 4         | LOP        |
| Medium Cobra light (installation pre-paid) – HPS or LED  | 4         | LIP        |
| Large Cobra light – LED (metered)                        | 15        | FLC        |
| Large Directional light – LED (metered)                  | 16        | FLD        |

Customer ID =128005 / Account = 512680

City Master Account / Chambers Park – 2380 Smith St (0 Chamber Park – Ballfield VLITE)

| Fixture Description:                                 | Quantity: | Rate Code: |
|------------------------------------------------------|-----------|------------|
| Medium Directional light (fixture only) – HPS or LED | 5         | DFO        |
| Small Acorn light on 15-foot aluminum pole           | 2         | ZLS        |

Customer ID =128005 / Account = 551570

City Master Account / Lakeside Park – 2253 Lakeside Drive

| Fixture Description:                               | Quantity: | Rate Code: |
|----------------------------------------------------|-----------|------------|
| Triple Mongoose LED light on 30-foot concrete pole | 2         | XTP        |
| 17kwh solar LED flat light (fixture only)          | 4         | SHF        |
| Large Directional light – LED (metered – 480v)     | 16        | FLD        |

Customer ID =128005 / Account = 691490

City Master Account / Oak Street Park – 717 N Palm Avenue

| Fixture Description:                                       | Quantity: | Rate Code: |
|------------------------------------------------------------|-----------|------------|
| Medium Cobra light (fixture only) – HPS or LED             | 2         | LFO        |
| Medium Cobra light on 30-foot concrete pole – HPS or LED   | 4         | LOP        |
| Small Colonial Light on 15-foot aluminum pole – HPS or LED | 1         | SDP        |
| Large Cobra light on 30-foot concrete pole – HPS or LED    | 2         | XLP        |
| Large Cobra light (fixture only) – HPS or LED              | 2         | XLF        |
| Medium Directional light (fixture only) – HPS or LED       | 2         | DFO        |
| Mongoose light - LED (metered – 120/240v)                  | 5         | FLM        |
| Large Cobra light – LED (metered – 480v)                   | 14        | FLC        |

Customer ID =128005 / Account = 1181800

City Master Account / Fortune Rd Ballfield – 2500 N Fortune Rd

| Fixture Description:                                     | Quantity: | Rate Code: |
|----------------------------------------------------------|-----------|------------|
| Medium Cobra light on 30-foot concrete pole – HPS or LED | 1         | LOP        |

Customer ID =128005 / Account = 1236360

City Master Account / Ruba Park – 4267 Yates Road

| Fixture Description:                                       | Quantity: | Rate Code: |
|------------------------------------------------------------|-----------|------------|
| Small Colonial Light on 15-foot aluminum pole – HPS or LED | 4         | SDP        |
| Large Cobra light on 30-foot concrete pole – HPS or LED    | 3         | XLP        |

Customer ID =128005 / Account = 1242200

City Master Account / Lakeview Drive Overflow Parking (69 Lakeview)

| Fixture Description:                                              | Quantity: | Rate Code: |
|-------------------------------------------------------------------|-----------|------------|
| Medium LED Pendant light on 29.5-foot Talisman concrete pole      | 9         | CLS        |
| Dual Medium LED Pendant light on 29.5-foot Talisman concrete pole | 6         | CLD        |

Customer ID =136325 / Account = 490900

City Police / KPD - 8 N Stewart Avenue NEW

| Fixture Description:                                           | Quantity: | Rate Code: |
|----------------------------------------------------------------|-----------|------------|
| Medium Directional light (fixture only) – HPS or LED           | 2         | DFO        |
| Medium Directional light on 30-foot concrete pole – HPS or LED | 8         | DOP        |
| Medium Cobra light on 30-foot concrete pole – HPS or LED       | 1         | LOP        |

Customer ID =172200 / Account = 512350

City Airport, 301 N Dyer Blvd, Tower / 5<sup>th</sup> Street (0 5<sup>th</sup> St & Airport Rd LGTS)

| Fixture Description:                           | Quantity: | Rate Code: |
|------------------------------------------------|-----------|------------|
| Medium Cobra light (fixture only) – HPS or LED | 4         | LFO        |

Customer ID =172200 / Account = 1220780

City Airport, 301 N Dyer Blvd, Tower (3008 W Patrick St Lights A)

| Fixture Description:                | Quantity: | Rate Code: |
|-------------------------------------|-----------|------------|
| 100w HPS globe light (fixture only) | 3         | SFO        |

Customer ID = 597140 / Account = 438580

City Master Account/Street Lights

| Fixture Description:                                              | Quantity: | Rate Code: |
|-------------------------------------------------------------------|-----------|------------|
| Small Acorn Flare Base on 18.5-foot black Talisman concrete pole  | 245       | CFP        |
| 250w HPS or MH Pendant light on 29.5-foot Talisman concrete pole  | 86        | CPP        |
| Medium LED Pendant light on 29.5-foot Talisman concrete pole      | 28        | CLS        |
| Dual Medium LED Pendant light on 29.5 foot Talisman concrete pole | 20        | CLD        |
| 100w HPS globe light on 30-foot concrete pole                     | 161       | SOP        |
| 100w HPS globe light (fixture only)                               | 68        | SFO        |
| 100w HPS globe light (installation pre-paid)                      | 1859      | SIP        |
| 100w Acorn light on 15-foot aluminum pole – HPS                   | 5         | SAP        |
| Small Acorn light on 15-foot aluminum pole – LED                  | 1         | ZLS        |
| Medium Directional light (fixture only) – HPS or LED              | 2         | DFO        |
| Medium Cobra light on 30-foot concrete pole – HPS or LED          | 489       | LOP        |
| Medium Cobra light (fixture only) – HPS or LED                    | 160       | LFO        |
| Medium Cobra light (installation pre-paid) – HPS or LED           | 823       | LIP        |
| Large Cobra light (installation pre-paid) – HPS or LED            | 69        | XLI        |
| Large Cobra light (fixture only) – HPS or LED                     | 6         | XLFP       |
| Large Cobra light on 30-foot concrete pole – HPS or LED           | 11        | XLP        |
| Large Directional light (installation pre-paid) – HPS or LED      | 1         | XDI        |
| Large Directional light (fixture only) – HPS or LED               | 1         | XDF        |
| Mongoose LED light (fixture only)                                 | 79        | MLF        |
| Mongoose LED light on 30-foot concrete pole                       | 2         | GLP        |
| Large Cobra light – LED (metered – 480v)                          | 28        | FLC        |
| 17kwh solar LED flat light on 30-foot concrete pole               | 32        | SHP        |

Customer ID =597140 / Account = 123496330  
City Master Account / Clay Street & Randolph St (0 Clay St & JYP)

| Fixture Description:                          | Quantity: | Rate Code: |
|-----------------------------------------------|-----------|------------|
| 100w HPS globe light on 30-foot concrete pole | 2         | SOP        |

Customer ID =938540 / Account = 197600  
City Hall, 101 N Church St /Orange Gardens Center – 1114 George Street

| Fixture Description:                | Quantity: | Rate Code: |
|-------------------------------------|-----------|------------|
| 100w HPS globe light (fixture only) | 1         | SFO        |

Customer ID =938540 / Account = 60260  
City Hall, 101 N Church St / Parking Lot & Building

| Fixture Description:                                             | Quantity: | Rate Code: |
|------------------------------------------------------------------|-----------|------------|
| 100w HPS globe light on 30-foot concrete pole                    | 31        | SOP        |
| Small Acorn Flare Base on 18.5-foot black Talisman concrete pole | 11        | CFP        |

Customer ID =114410 / Account = 376300  
Central Services, 100 N Alaska Ave SVC TR

| Fixture Description:                        | Quantity: | Rate Code: |
|---------------------------------------------|-----------|------------|
| Large Cobra light – LED (metered – 480v)    | 16        | FLC        |
| Mongoose LED light on 30-foot concrete pole | 5         | GLP        |

Customer ID =78755 / Account = 141180  
KFD, 1403 Denn John Lane

| Fixture Description:                                    | Quantity: | Rate Code: |
|---------------------------------------------------------|-----------|------------|
| Large Cobra light – HPS or LED (installation pre-paid)  | 1         | XLI        |
| Large Cobra light on 30-foot concrete pole – HPS or LED | 1         | XLP        |

## Appendix B – Street Light Request and Lighting Service Agreements Master Agreement for Street and Area Lighting

All past, present and future street light request and lighting service agreements are hereby considered as part of this Master Agreement. An example of each document type that have been included herein as a reference.

Example of a Street Light Contract: This contract has been applied to subdivision projects in which the streets were public. When applicable to a specific project, KUA collects the upfront construction cost from the developer of said project and the rate code and monthly charge was an installation pre-paid rate based on the class of the said light fixture type.

CONT. # SL \_\_\_\_\_  
WF # \_\_\_\_\_  
CUST. # \_\_\_\_\_

### CONTRACT FOR INSTALLATION OF STREET LIGHTING

**WHEREAS**, the Kissimmee Utility Authority (KUA) requires that a written agreement be made between the KUA and an owner/developer requiring street lighting facilities; and

**WHEREAS**, \_\_\_\_\_ desires lighting to be installed at \_\_\_\_\_;

**NOW THEREFORE**, this agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the KUA, a body politic, organized and existing under the laws of the State of Florida, party of the first part, and \_\_\_\_\_ herein referred to as developer, party of the second part to wit:

1. KUA will \_\_\_\_\_.

Total Flat Rate Cost = (\_\_\_\_\_) (\$\_\_\_\_\_)

Total Flat Rate Cost = \_\_\_\_\_

2. The developer shall pay the KUA, at execution of this contract, the total flat rate installation cost shown above. Upon completion of the installation, a final settlement will be made to determine the number of light fixtures installed. All materials and equipment shall remain the property and responsibility of the KUA.
3. When the final settlement on the street lighting contract is completed and where the quantity of lights exceeds the original quantity stated in this contract, the developer is obligated per the contract to pay for the additional light fixtures. Where the quantity of lights is less than the original quantity stated in the contract, the developer will receive a refund for the light fixtures not installed. \*The

owner/developer will also be responsible for any additional/outside costs not originally included in estimate, but related to the above project. In these situations, the developer will be notified by certified mail requesting prompt payment within thirty (30) days of the date of this letter. If payment is still not received within the stated period, another thirty (30) days shall elapse and then service shall be terminated, until the payment has been received.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized officers and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

\_\_\_\_\_  
Owner/Developer

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vice President of E & O

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
President & General Manager

**ATTEST:**

\_\_\_\_\_

**AMOUNT PAID \$** \_\_\_\_\_

Example of a Street Light Request: This is the type of document that was submitted to KUA by the City of Kissimmee for a location in which a resident may request additional lighting.





**ADDITIONAL STREET LIGHTING REQUEST**

**Requested by:** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_

**New Light:** \_\_\_\_\_

**Existing Light Upgrade:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**LOCATION OF NEW LIGHT(S):**

\_\_\_\_\_  
\_\_\_\_\_

**INVESTIGATED BY:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**RECOMMENDATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF KISSIMMEE

Kissimmee Utility Authority

CITY ENGINEER

\_\_\_\_\_

**Approved:** \_\_\_\_\_

**Disapproved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

All street lighting requests must be  
submitted first to the address below:

Public Works & Engineering

City of Kissimmee • 101 N. Church Street, Suite 301 • Kissimmee, FL 34741 • Phone 407.518.2170 • Fax 407.518.2165

Example of a Lighting Service Agreement: When light types are requested for a particular project upon which rate codes will be unmetered and will be specific to a

particular project drawing or will be per a specific lighting photometric plan, this document will be used and submitted for signatures.

Project # EO00

### SERVICE AGREEMENT FOR LIGHTING SERVICE

**WHEREAS**, the Kissimmee Utility Authority (KUA) requires that a written agreement be made between the KUA and a owner/developer requiring area lighting facilities; and

**WHEREAS**, City of Kissimmee (COK), desires lighting to be installed \_\_\_\_\_, Kissimmee, Florida;

**NOW THEREFORE**, this agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the KUA, a body politic, organized and existing under the laws of the State of Florida, party of the first part, and COK, party to the second part, to wit:

KUA will install \_\_\_\_\_.

KUA in accordance with the rates, terms, and provision or KUA's Rate Schedule set forth in Exhibit 1 shall furnish, install, and maintain Lighting Service as set forth in this document and exhibits. Tax charges will also apply and may be adjusted periodically. The fees established hereto may be adjusted annually to reflect changes in the KUA's rates.

1. The COK shall be responsible for paying when due, all bills rendered by the KUA pursuant to the KUA's Lighting Rate Schedule set forth in this document for facilities and service provided in accordance with this Agreement. The COK is responsible for trimming trees and shrubbery that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.
2. Where underground is required, the owner/developer will install all conduit as per KUA's specifications. Before closing the excavation, the COK will request inspection by KUA; whose representative shall be sole judge of the adequacy of the installation.
3. Installation shall be made only when, in the judgment of the KUA, the location and the type of facilities are, and will continue to be, easily and economically accessible to the KUA equipment and personnel for both construction and maintenance. Modification or relocation of the facilities may only be made through the execution of an additional Agreement or Written addendum delineating the modifications to be accomplished. The owner/developer shall be responsible for the payment of all costs associated with any requested relocation of the KUA lighting facilities.
4. The KUA, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damage for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repair to lines or equipment. The KUA may, at any time; substitute for any luminaire/lamp installed hereunder another luminaire/lamp, which shall be of at least equal illuminating capacity and efficiency. The owner/developer hereby agrees to pay the monthly rate of said substituted fixture.

5. The COK agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged. The KUA shall not be required to make such repair or replacement prior to payment for the damage.
6. In the event of the sale of the real property upon which the facilities are installed, or if the owner/developer's obligations under this Agreement are to be assigned to a third party, upon the written consent of the KUA, this Agreement may be assigned by the owner/developer to the purchase or the third party. No assignment shall relieve the owner/developer from its obligations hereunder until such obligations have been assumed by the purchaser or third party and agreed to by the KUA.
7. The initial term of this Agreement shall be for 15 years, and thereafter for additional terms of 5 years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms.
8. If the COK no longer wishes to receive service under this Agreement, the owner/developer may opt to terminate the Agreement a year 15 by providing to the KUA at least sixty (60) days advance written notice. The owner/developer will be responsible for the cost of removing the facilities, with such work to be done by the KUA, and billed to the owner/developer.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

\_\_\_\_\_  
City of Kissimmee

\_\_\_\_\_  
Vice President of Operations

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

ATTEST:

ATTEST:

\_\_\_\_\_  
Manager, Distribution Engineering

\_\_\_\_\_  
Federal ID# \_\_\_\_\_

Owner/Developer Billing Address: 101 N Church Street, Kissimmee, FL 34741

## Exhibit 1 – Lighting Facilities Cost

Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_ Account #: \_\_\_\_\_  
Customer ID: \_\_\_\_\_ Service Order #: \_\_\_\_\_

- I. Monthly Rate Charges: The monthly charges consist of the items listed below. Subject to Florida Public Service Commission review and guidelines, all charges may be adjusted. Tax charges will also apply and may be adjusted periodically. The monthly fixture charge listed herein includes operation and maintenance, leasing, and energy charge. The light fixture charges established hereto may be adjusted annually to reflect changes in KUA's rates.

Monthly Fixtures Charge

( – fixture/Pole)( \$ \_\_.00) = \$

In addition to these monthly charges, a fuel charge will be included. The fuel charge is base on the estimated Kilowatt Hour usages of light fixture multiplied by the COPCA charge for the month of usage.

- II. Lighting Service: The lighting service shall include the installation, operation, and maintenance of all lighting facilities as describe below:

### Product Description:

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When the light pole secondary is to be fed underground and is not located next to existing pad-mount transformers or secondary boxes, it is the responsibility of owner/developer to install 2" sch-40 gray conduit from the electrical source to the proposed light locations when light poles are more than 3 feet away from their electrical source. For overhead installations, the owner just needs to grant KUA access to the pole location.

Example of a Lighting Solutions Agreement: This type of agreement is for projects that KUA replaces lights for the City of Kissimmee that are metered at a particular location. The light replacements are typically where the original installation had obsolete metal halide fixtures and the KUA has been requested to replace them to LED type fixtures. The rates mentioned in the agreement take into account maintenance, installation, and replacement costs. The agreement is specific on what service are being provided by KUA and what services are not included.

**KISSIMMEE UTILITY AUTHORITY**  
Operations Department

|                                                                                   |                                                              |               |      |                       |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------|---------------|------|-----------------------|
|  | <b>Lighting Solution<br/>For Metered<br/>Service Parcels</b> | Project No.   |      | Customer ID/Account # |
|                                                                                   |                                                              | Revision<br>0 | Date |                       |
|                                                                                   |                                                              |               |      |                       |

**WHEREAS**, the Kissimmee Utility Authority requires a written agreement be made between the KUA and the City of Kissimmee (COK) regarding the transfer of lighting fixtures and subsequent servicing thereof; and

**WHEREAS**, City of Kissimmee (COK) desires to transfer ownership of said lights and arms, excluding the pole, pole foundation, and electrical wire coming from the building to the pole location to KUA. All pole locations are existing and are per the original site plan and per drawing compiled in the field.

**NOW THEREFORE**, this agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the KUA, a body politic, organized and existing under the laws of the State of Florida, party of the first part, and COK, party of the second part, to wit:

KUA will change out and replace the said fixtures called forth in Exhibit A; as well as make necessary installation and maintenance changes to existing fixtures and other associated task to energize at the said parcel. The COK agrees to pay the associated monthly lighting charges, applicable upfront cost (if any), applicable taxes for said lights. The COK agrees to pay for the associated cost to convert or re-wire said fixtures when issues arise that feed such fixtures. The formal transfer of ownership of these lights shall be effective upon signing this agreement and related upfront work is completed.

All rights, privileges, benefits and obligations created herein are covenants and agreements running with the land owned by COK, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and shall be binding upon and inure to the benefit of COK and its respective successors, assigns and grantees of any right or interest in the land. COK shall have the right to assign all rights, privileges, benefits and obligations of this agreement to any purchaser of the land and shall thereafter be released from all obligations relating to this agreement.

KUA in accordance with the rates, terms, and provisions or KUA's Rate Schedule set forth in Exhibit A shall furnish, install, and maintain Lighting Service as set forth in this document and exhibits. The fees established hereto may be adjusted annually to reflect changes in the KUA's rates.

1. The COK shall be responsible for paying when due, all bills rendered by the KUA pursuant to the KUA's Lighting Rate Schedule set forth in this document for facilities and service provided in accordance with this Agreement. The COK is responsible for trimming trees and shrubbery that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.
2. Installation shall be made only when, in the judgment of the KUA, the location and the type of facilities are, and will continue to be, easily and economically accessible to the KUA equipment and

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personnel for both construction and maintenance. If request by the COK, any modification or relocation of the facilities may only be made through the execution of an additional Agreement between respective parties or written addendum delineating the modifications to be accomplished. The COK shall be responsible for the payment of all costs associated with any requested pole relocation of the said lighting facilities.

3. The KUA, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for reasonable repairs to lines or equipment. When service interruption is a scheduled activity, KUA will notify the COK of such planned service interruption. The KUA may, at any time; substitute for any luminaire/lamp installed hereunder another luminaire/lamp, which shall be of at least equal illuminating capacity and efficiency.
4. The COK agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged. The KUA shall not be required to make such repair or replacement prior to payment for the damage.
5. The initial term of this Agreement shall be for 15 years and will automatically renewed unless otherwise informed.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

**City of Kissimmee**

\_\_\_\_\_  
Vice President, Operations Department

\_\_\_\_\_  
Public Works & Engineering Director

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

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Exhibit A

Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_ Account #: \_\_\_\_\_  
Customer ID: \_\_\_\_\_ Service Order #: \_\_\_\_\_

Monthly Rate Charges: The monthly charges consist of the items listed below. Subject to Florida Public Service Commission review and guidelines, all charges may be adjusted. Tax charges will also apply and may be adjusted periodically. The monthly fixture charge listed herein includes operation and maintenance, leasing, and energy charge. The light fixture charges established hereto may be adjusted annually to reflect changes in KUA's rates.

( – Fixtures w/ new arm)( \$ ) = \$

Total Monthly Charge = \$

Where applicable to these monthly charges, a fuel charge may be included. The fuel charge is base on the estimated Kilowatt Hour usages of light fixture multiplied by the COPCA charge for the month of usage.

Maintenance Services: As stated herein in this agreement, KUA will make necessary repairs when said fixtures have been found not operating with full lighting output. Maintenance shall include the trouble-shooting and replacement of fixture, photocell, the cleaning of globes as necessary upon notice of said problem being reported to KUA.

Other Services: Any additional work performed by KUA or its subcontractor for the City of Kissimmee shall be done in accordance with the current labor and equipment rates in effect at the time the work is performed. All work shall be routinely performed by KUA or its subcontractor during normal working hour schedules. If there is a need for overtime work, it shall be done only with prior approval of both parties. When approved, the parcel owner agrees to pay the applicable overtime rate for such services.

Electrical Contractor Required: When work has been deemed needing to be done by a licensed electrical contractor, the COK has the option of using the COK's licensed electrical contractor or have KUA's subcontractor perform the related task. Note that KUA personnel will not perform any work on electrical panels, raceways, or other circuitry to the base of the pole.

Lighting Service for Said Parcel: The lighting service shall include the installation, operation, and maintenance of all lighting facilities as described below:

KUA will remove the existing \_\_\_\_\_ lights that are tenon mount COK's existing \_\_\_\_\_ and install \_\_\_\_\_. From initial review of this location, the existing lights operate at \_\_\_\_\_ volts. These lights will remain on the COK's metered service. The above rate takes into account that these lights are metered.

Example of a Holiday Decoration Lighting Agreement: This agreement is a special agreement that was created specifically for the placement of Holiday decorations in the downtown area.

Based on the information provided by the City of Kissimmee, a light rate is created for each specific decoration type and the said rate is calculated for a usage of electric power for 60 days.

December 2020 Season

### ***Holiday Decoration Service Agreement***

**WHEREAS**, the Kissimmee Utility Authority (KUA) requires that a written agreement be made between the KUA and the City of Kissimmee for un-metered usage for Holiday Decorations fed from KUA facilities; and

**WHEREAS**, City of Kissimmee desires the right to affix un-metered lighted holiday decoration on KUA's existing light poles along the following streets located in Kissimmee, Florida, which are Broadway, Central Avenue, Drury Avenue and Main St.

**NOW THEREFORE**, this agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, between the KUA, a body politic, organized and existing under the laws of the State of Florida, party of the first part, and City of Kissimmee, party of the second part, to wit:

KUA in accordance with the rates, terms, and provisions or KUA's Rate Schedule set forth in Exhibit 1 shall provide electric service via receptacles on the existing street light poles locations for Holiday Decorations as set forth in this document and exhibits. Tax charges will also apply and may be adjusted periodically. The fees established hereto may be adjusted annually to reflect changes in the KUA's rates.

1. The City of Kissimmee shall be responsible for paying when due, all bills rendered by the KUA pursuant to the KUA's Lighting Rate Schedule set forth in this document for facilities and service provided in accordance with this Agreement. The City of Kissimmee is responsible for trimming trees and shrubbery that may either obstruct the holiday decoration light output or that may obstruct maintenance access to the existing facilities.
2. The KUA, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous electrical service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to the existing power lines or existing light poles. It is the responsibility of the City of Kissimmee to reset any GFI receptacles at the time of the holiday decoration installation and to make any necessary repairs at that time. The City of Kissimmee agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged.
3. The term of this Agreement shall be for services starting on November 14, 2020 and ending on January 4, 2021.



**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

**CITY OF KISSIMMEE**

\_\_\_\_\_  
President and General Manager

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
**Print or Type Name**

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Vice President of Operations

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Version Date: November 8, 2011

## Exhibit 1 – Energy Charge for Holiday Decorations

**I. Monthly KWH Usage and Rate Charges:** The monthly charges consist of the items listed below. Subject to Florida Public Service Commission review and guidelines, all charges may be adjusted. Tax charges will also apply and may be adjusted periodically. The monthly charge listed herein includes energy charge that the said holiday decoration type shall use per information provided by Clark Sales Display, Inc. located in Tavares, Florida.

| Decoration Type:            | Manufacturer's Stated Wattage | Estimated Monthly KWH: |
|-----------------------------|-------------------------------|------------------------|
| Leaping Reindeer            | 75 watts                      | 24.75 KWH              |
| Loop Trees                  | 153 watts                     | 50.49 KWH              |
| Snowflake                   | 360 watts                     | 118.8 KWH              |
| Star Spray                  | 475 watts                     | 156.75 KWH             |
| Total Estimated Monthly KWH |                               | = 350.79 KWH           |

|                                                                      |   |                 |
|----------------------------------------------------------------------|---|-----------------|
| (20 – Leaping Reindeer Decorations LED w/ 11-hour operation)(\$7.95) | = | \$159.00        |
| (20 – Loop Trees Decorations LED w/ 11-hour operation)(\$12.57)      | = | \$251.40        |
| (20 – Snowflake Decorations LED w/ 11-hour operation)(\$24.57)       | = | \$491.40        |
| (21 – Star Spray Decorations LED w/11-hour operation)(\$31.03)       | = | <u>\$651.63</u> |
| Total Monthly Charge                                                 | = | \$1553.43       |

In addition to these monthly charges, a fuel charge will be included. The fuel charge is based on the estimated Kilowatt Hour usages of various holiday decorations multiplied by the COPCA charge for the month of usage.

Account = 438580

# INFORMATION

#3

## MEMORANDUM

DATE: January 19, 1995  
TO: MARK DURBIN, CITY MANAGER  
FROM: GEORGE W. MANN, JR., DIRECTOR OF PUBLIC WORKS  
SUBJECT: Bermuda Avenue Street Lighting

### COPIES:

Osceola County has recently reached substantial completion on Bermuda Avenue. KUA has been retained to install the street lights on the Bermuda. The street lights have been installed on the entire roadway from Vine to Carroll on the east side. The lights which were installed were placed on existing poles. The west side from Vine to Donnegan had no existing poles on which to place the lights. There were also some gaps in the east side where no poles existed. The KUA is presently in the process of locating and installing the new poles for the rest of project. We have not been able to get a completion date from KUA but I believe that it should be complete by February 1.

The lighting which has been installed is not to the current roadway lighting standard. To meet the standard, a lighting design would have to be done. An approximation of what would be necessary would be that the lights would have to be raised from the present 25 feet to probably 35 feet and possibly the number of lights doubled. A site inspection of the portion of Bermuda from Donnegan to Carroll indicates that there appears to be adequate lighting even though that it does not technically meet the standard.

The centerline and reflectors could not be installed until the roadway pavement had cured 30 days. That time period is up now and crews are preparing the pavement for the thermoplastic striping. Irv Chance, Project Manager advises me that all of the striping and reflectors will be in place by February 1.

With the rest of the lighting in place and the striping and reflectors in place, I believe that the roadway will be sufficiently lighted for safety of both vehicles and pedestrians.

## GENERAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 1988, by and between the CITY OF KISSIMMEE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "the City," and the KISSIMMEE UTILITY AUTHORITY, a utility authority organized and existing under the laws of the State of Florida and the Charter of the City of Kissimmee, Florida, hereinafter referred to as "the Authority".

### WITNESSETH:

WHEREAS, the Authority is desirous of entering into a contractual agreement with the City in order to obtain certain services; and

WHEREAS, the City is able to perform such services and desires to contract with the Authority for such performance for the benefit of the citizens of Kissimmee, Florida;

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

### ARTICLE I

#### SERVICES TO BE PERFORMED

1. The City of Kissimmee shall provide Records Management services, consisting of the following:

- (1) Recording easements and rights of way at the County Courthouse, with the cost of such recordings to be a direct charge to the Kissimmee Utility Authority;
- (2) Maintaining a record property index for rights of way, easements, etc.;
- (3) Providing storage in fireproof vault for agreements, contracts, and other legal documents;
- (4) Providing training assistance to the Authority designated coordinator for records retention;

(5) Assisting in the inventory of files and stored records of the Authority;

(6) Providing instruction on proper forms and administrative procedures in accordance with Florida statutes governing records retention;

(7) Accepting records for storage for the period designated by statute, and offering to return these records to the Authority prior to destruction in accordance with the retention schedule;

(8) Providing microfilming of all items required by law to be of a permanent nature;

(9) Providing disposal services as designated by Florida statute.

2. Both the City and the Authority recognize that certain reciprocal services are essential to the effective operation of both the City and the Authority. Accordingly, the following provisions are hereby incorporated:

A. Street Lights

The Authority agrees to provide, install, and maintain street lights acceptable to City standards. The City agrees to pay the Authority the fee for KUA usage based on the prevailing rate applicable to such service.

B. Interagency Cooperation

The Authority and the City agree that their staffs should work together to solve any mutual problems that may arise such as citizen complaints.

3. The City shall notify the Authority if the sufficient staff facilities and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify the Authority of any such deficiencies or to adequately provide the services herein described may be considered a breach of this Agreement, and a ground for termination under Article III.

4. The City shall use its best effort to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.

## ARTICLE II

### PAYMENTS

1. The Authority shall pay to the City the sum of Five Thousand Five Hundred Twenty dollars (\$5,520.00), such sum being the total compensation to be paid to the City for services rendered under this agreement.

2. The Authority shall render payments on a monthly basis, based upon a one-twelfth (1/12) allocation of the total contract amount. Such payments are to be made not later than the tenth (10th) of each month, with the first payment due in October, 1988.

3. The City understands that the above sum constitutes the absolute maximum amount to be paid by the Authority under this agreement.

## ARTICLE III

### TERM OF AGREEMENT, TERMINATION

1. The term of this Agreement shall be October 1, 1988 through September 30, 1989.

2. Either party may terminate this agreement Sixty (60) days after receipt by the other party of written notice of intent to terminate. In the event of termination, the Authority shall pay for services rendered, prorated to the date of termination. If payments are made to the City before services are rendered, the City shall remit to the Authority all excess money paid, prorated to the date of termination.

3. Unless the City's breach is excused by the Authority, the Authority may, by written notice of breach to the City, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If the City fails to provide services called for by this Agreement within the time specified herein or any extension thereof;

b. If the City fails to perform any of the other provisions of this Agreement.

Termination shall be upon no less than ten (10) days notice, in writing, delivered by certified mail, telegram, or in person. The City shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause. Waiver by the Authority of breach of any provisions of the Agreement shall not be deemed to be construed as a modification of the terms of this Agreement.

4. After receipt of a notice of termination, and except as otherwise directed, the City shall:

a. Stop working under the agreement on the date, and to the extent specified in the notice of termination.

b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.

c. Terminate all orders and subcontracts to the extent that they relate to the performance of work which was terminated.

d. Handle all property as directed by the Authority.

e. Prepare all necessary reports and documents required under the terms of the Agreement up to the date of termination, including any final report that may be due, without reimbursement for services rendered in completing said report, if required, beyond termination date.

f. Take any other actions as directed, in writing, by the Authority.

#### ARTICLE IV

##### ASSIGNMENT AND SUBCONTRACTS

1. The parties deem the services to be rendered by the City to be personal in nature. The City shall not assign any rights or duties under this Agreement to any other party without

written permission of the Authority. If the City attempts to assign any rights or duties without prior written permission of the Authority, this Agreement may be considered breached and subject to termination under Article III.

2. The City shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Authority, which shall be attached to the original Agreement and subject to such conditions and provisions as the Authority may deem necessary, provided however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the City of such articles, supplies, equipment and services, which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the Authority of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the Authority in addition to the total agreed upon price.

#### ARTICLE V

##### INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1. INDEMNITY: To the fullest extent permitted by law, the City will indemnify and hold harmless the Authority from and against all claims, damages, losses and expenses arising out of or resulting from the performance of their operations under this Agreement.

2. PROTECTION OF PERSONS AND PROPERTY:

a. The City will be responsible for initiating, maintaining and supervising all safety precautions and progress in connection with its service or performance under this Agreement.

b. The City will take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:



(1) All employees on the job and all other persons who may be affected thereby;

(2) All the work, materials, and equipment, whether in storage on or off the site, under the care, custody or control of the City; and

(3) Other property at any site including trees, shrubs, lawns, pavements and roadways.

c. The City will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful order of any public authority bearing on the safety of persons or property or their protection from damage injury or loss.

3. INSURANCE:

a. The City will have in force the following insurance coverages and will provide Certificate of Insurance to the General Manager of the Authority upon request:

(1) Workers Compensation. The City will provide workers compensation coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide workers compensation for all its employees. The limits will be statutory for workers compensation and One Hundred Thousand Dollars (\$100,000.00) for employers liability.

(2) Comprehensive General Liability. The City will provide coverage for all operations including, but not limited to, Contractual and Products and Completed Operations. The limits will be not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) Combined Single Limit (CSL) personal injury and property damage, or its equivalent.

(3) Comprehensive Automobile Liability. The City will provide coverage for all owned and non-owned vehicles for limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

(4) Employees Honesty Insurance. The City will provide not less than One Hundred Thousand Dollar (\$100,000.00) limit.

#### ARTICLE VI

##### RECORDS

1. The City shall keep orderly and completed records of its accounts and operations and shall keep open these records to inspection by Authority personnel at reasonable hours during the entire term of this Agreement, plus three (3) years after ending date of this Agreement, or if audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings. Any person duly authorized by the Authority shall have access to and right to examine any of the said records during said period.

2. The City shall maintain financial records related to funds paid under this Agreement and shall submit reports to the Authority upon request.

3. The City shall maintain program records related to the service(s) provided under this Agreement and shall submit reports to the Authority upon request.

#### ARTICLE VII

##### CIVIL RIGHTS

1. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement.

2. The City shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served.

3. The City shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

4. The City shall comply with the handicap Section 504 of the Rehabilitation Act of 1973 and Subpart E-51.55, Office of Revenue Sharing regulations in regard to employees or applications for employment and clients served.

5. It is expressly understood that, upon receipt of evidence of such discrimination, the Authority shall have the right to terminate this Agreement for breach, under the provisions of Article III.

#### ARTICLE VIII

##### OTHER CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

2. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

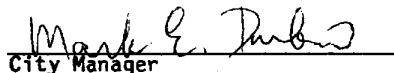
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF KISSIMMEE, FLORIDA

  
Mayor-Commissioner

Date: SEP 27 1988

ATTEST:

  
City Manager

KISSIMMEE UTILITY AUTHORITY

Richard L. Hord  
Chairman

Date: Sept. 26, 1988

ATTEST:

B. B. B. B. B.  
Secretary

## **ITEM 7.J**

### **EXECUTION OF THE OSCEOLA HOME CONSORTIUM DISBURSEMENT AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE FOR FY 2021-2022**

#### **Request**

Approval to execute the Osceola HOME Consortium Disbursement Agreement between Osceola County and the City of Kissimmee for FY 2021-2022.

#### **Explanation**

In order to meet the minimum threshold and be eligible for HOME Investment Partnerships Program (HOME) funding from the United States Department of Housing and Urban Development (HUD) to provide affordable housing for its residents, Osceola County and the City of Kissimmee joined to form the Osceola HOME Consortium. The Consortium's expected allocation for FY 2021-2022 is \$959,778. Of that amount, the City of Kissimmee will get \$335,922.30 to administer the City's portion of the program.

The Osceola HOME Consortium Disbursement Agreement states the rules and conditions under which the County shall reimburse the City for eligible HOME activities for FY 2021-2022. The Agreement starts on October 1, 2021 and ends on September 30, 2022. The funds shall be used for the following activities:

|                |              |
|----------------|--------------|
| Administration | \$ 29,584.57 |
| CHDO Set Aside | \$ 50,388.35 |
| Other projects | \$255,949.39 |
| TOTAL          | \$335,922.30 |

The availability of these funds will be advertised in the Osceola Gazette and on the City's website. Individual projects will be brought back to the Commission for approval. Financial information was included and adopted as part of the FY 2022 budget.

#### **Recommendation**

Staff recommends approval to execute the Osceola HOME Consortium Disbursement Agreement between Osceola County and the City of Kissimmee for FY 2021-2022.

#### **REQUESTED CITY COMMISSION ACTION:**

Execute

Department: Development Services

Presenter: Frances DeJesus

#### **Attachment(s):**

1. HOME Disbursement Agreement - FY 2021-2022

**OSCEOLA HOME CONSORTIUM  
DISBURSEMENT AGREEMENT  
BETWEEN  
OSCEOLA COUNTY AND CITY OF KISSIMMEE  
FY 2021-2022**

**THIS AGREEMENT** will become effective the 1st day of October 2021, by and between Osceola County, a political subdivision of the state of Florida, hereinafter referred to as “COUNTY”, and the City of Kissimmee, a municipality, hereinafter referred to as “CITY”.

**WHEREAS**, the National Affordable Housing Act of 1990 authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD), to local governments for the production of affordable housing; and

**WHEREAS**, Osceola County and the City of Kissimmee, have entered into an agreement to form a HOME Consortium to obtain funding through the HOME Program, to provide affordable housing for its residents; and

**WHEREAS**, Osceola County, recognized by HUD as the Lead Agency of the HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

**WHEREAS**, the CITY has requested funds from the Consortium for the benefit of the very low and low income citizens of Osceola County; and

**WHEREAS**, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the COUNTY and CITY mutually agree as follows:

**SECTION I. DEFINITIONS**

- A. “Approved Activities” means HUD approved activities as stated in the Osceola County HOME Consortium Consolidated Action Plan.
- B. “CONSORTIUM” means the Osceola County HOME Consortium.
- C. “Consortium Approval” means the written approval of the HOME Consortium members.
- D. “CITY” means the City of Kissimmee.
- E. “COUNTY” means the Board of County Commissioners of Osceola County, Florida.
- F. “HUD” means the U.S. Department of Housing and Urban Development.

- G. “HOME Administrator” means the Osceola County Director of Human Services or his/her designee.
- H. “HOME Program” means the Consortium’s HOME Investment Partnership Program.
- I. “HOME Regulations” means 24 CFR Part 92 and supplemental, additional or successor provisions.
- J. “Lead Agency” refers to Osceola County, as required under 24 CFR Part 92.101(a)(ii).
- K. “Program Income” means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization (“CHDO”), which is directly generated from the use of HOME funds and matching contributions.
- L. “Recaptured Funds” means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME regulations will constitute program income.
- M. “Very Low and Low Income” means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

**SECTION II. PURPOSE:** The purpose of this Agreement is to state the covenants and conditions under which the COUNTY shall reimburse the CITY for eligible activities utilizing HOME funds for FY 2021-2022.

**SECTION III. SCOPE OF SERVICES:** The CITY shall carry out or cause to be carried out the following approved activities:

1. CHDO activities,
2. Homebuyer activities,
3. Homeowner Rehabilitation,
4. Rental Development,
5. Tenant Based Rental Assistance, and
6. Administration as described in the Consolidated Action Plan, as may be amended, which is incorporated herein by this reference.
7. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the CITY. The CITY shall be responsible for all required HOME fund matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the CITY.
8. The CITY shall be responsible for administering a minimum 15% of each year’s allotment, to be utilized by a Community Housing Development Organization (“CHDO”), as outlined under 24 CFR Subpart G, or the CITY may choose to participate in a CHDO project administered by the COUNTY. See Exhibit “G” for the determination of the annual CHDO allotment.

9. The CITY will encumber the funds, within two (2) years, no later than September 30, 2022 for FY 2021-2022 funds. Unless otherwise authorized by the Consortium, funds which remain unencumbered will be subject to Section XIV.

**SECTION IV. TERM OF AGREEMENT:** This Agreement shall commence on October 1, 2021 and terminate on September 30, 2022, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes last.

**SECTION V. USE OF FUNDS:** The COUNTY shall reimburse the CITY an amount not to exceed \$335,922.31 which is divided into the following categories:

- Administration \$29,584.57 (3% of \$959,788.00),
- CHDO set-aside \$50,388.35(35% of \$143,966.70), and
- Project(s) \$255,949.39

The CHDO set-aside funds may be used jointly wherein the project would be managed by the lead agency. See Exhibit G. The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit “B”. The schedule for completing these activities must be in accordance with the timeline as outlined in Exhibit “C”. Under HOME Program rules, HOME grant funds have up to four (4) years to be expended.

**SECTION VI. PROGRAM INCOME AND RECAPTURED FUNDS:** All Program Income and Recaptured Funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the CITY prior to submission of any reimbursement requests to COUNTY.

If the CITY is no longer a participant in the Osceola County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Osceola County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

**SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS:** The CITY must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

**SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS:** During the performance of this Agreement, the CITY and COUNTY agree to comply with all applicable laws, rules, regulations and orders or their successors listed below which by reference are incorporated and made a part hereof. The CITY and COUNTY further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

**SECTION IX. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP):** The CITY shall comply with the requirements of 24 CR 92.351. In the event the CITY does not have a policy in place, the COUNTY’S AFHMP attached hereto as Exhibit “A” shall be followed as it relates to marketing projects to income eligible households.



**SECTION X. CONFLICT OF INTEREST:** The CITY shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The CITY, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The CITY, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the COUNTY.

- No employee, officer, agent of the CITY, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict-of-Interest, either real or apparent, would be involved;
- The CITY or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and
- Conflict of Interest violations will be subject to the terms of Section XIX. Enforcement (Suspension/Termination).

**SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:**

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnership Program funds.
2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.
3. National Flood Insurance Act of 1968.
4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.
7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. Age Discrimination Act of 1973.
10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.
11. Contract Work – Hours and Safety Standards Act – where applicable.
12. Lead Based Paint Poisoning Prevention Act.
13. Section 504 of the Rehabilitation Act of 1973, as amended.
14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.
16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.
17. Copeland Anti-Kickback Act.
18. OMB Circular A-87–which identifies allowable administrative costs and administrative requirements.
19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.
20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.
21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the “common rule” containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.
24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.
25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

**SECTION XII. FUND DISBURSEMENTS:** The CITY shall not request disbursement of HOME funds under this Agreement until the funds are needed for the payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as (“recapture monies”) as defined in 24 CFR 92.503, as amended from time to time, derived from any projects set forth in this Agreement shall be accounted for by the CITY. Program Income received by the CITY from HOME eligible activities shall be deducted from HOME draw request (Exhibit “E” and “F”) submitted by the CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on the HOME draw request (Exhibit “E” and “F”). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2025.

**SECTION XIII. REIMBURSEMENT:** This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V hereof, Osceola County shall reimburse the CITY for the services described in SECTION III, pending the CITY’s commitment of HOME funds, as outlined in 24 CFR 92.500(d), or as amended by HUD. All such work shall be performed by the CITY in accordance with applicable requirements of the U.S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon.

- A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the COUNTY.
- B. The CITY shall be reimbursed by the COUNTY for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V of this Agreement.
- C. The CITY shall submit to the COUNTY during the performance hereof the following:
  1. A cumulative expenditure statement of all costs of the project(s), minus all program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
  2. This information shall be submitted in a format which meets the COUNTY’s requirements for documentation used during audits and monitoring visits. Forms provided by the COUNTY shall be used when requested. Each request shall contain a cover sheet

substantially equivalent to the Payment Request Forms attached as Exhibit “E” and Exhibit “F”.

- D. Upon receipt of the above enumerated acceptable documentation, the COUNTY will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material invoiced have been received or completed, the HOME Administrator shall authorize the Osceola County Comptroller’s Office to make payment to the CITY in the amount it determines to be payable.
- E. In the event a question or dispute arises regarding a request for reimbursement, the COUNTY shall withhold payment to the CITY for only that part of an invoice in dispute.
- F. Pursuant to Section 218.74 Florida Statutes, the Osceola County Comptroller’s Office shall issue payments within 45 days after receipt of an acceptable invoice and receipt, and approval by the Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of the agreement.
- G. If a payment request is disputed, the CITY shall provide adequate documentation within ten (10) working days from receipt of a request letter, which details the disputed charges, from the COUNTY.
- H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2022. Payment requests submitted later than October 10, 2022 shall be credited to the following fiscal year.

The CITY shall take financial responsibility for any and all funds, expended by the CITY on ineligible HOME activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The COUNTY shall take financial responsibility for any and all funds expended by the COUNTY on ineligible HOME activities

**SECTION XIV. REVERSION OF ASSETS:** The CITY understands that HOME funds will be reduced or recaptured by the federal government if not encumbered and expended as outlined under (Subpart K) 24 CFR 92.500(d). The HOME Consortium will meet to discuss the redistribution of HOME Grant funds to other members of the HOME Consortium for eligible projects if the reduction or recapture of HOME funds by the federal government is a potentiality.

**SECTION XV. RECORDS AND REPORTS:** Reimbursement is contingent upon the receipt, and satisfactory evaluation by the Lead Agency, of the following reports:

- A. Project Set-Up Report Form: The CITY shall initiate each proposed HOME activity by completing the HUD Project Set-Up Form. The Project Set-Up Report will be retained by the CITY and a copy submitted to the COUNTY with the reimbursement request.
- B. Reimbursement/Expenditure Report: The CITY shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII of this Agreement.

- C. Quarterly Progress Report: The CITY shall complete and submit to the COUNTY, Exhibit “D” by the 10<sup>th</sup> day of January, April, July and October 2022.
- D. Project Completion Report: At the time a project has been completed, the CITY shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the CITY and a copy submitted to the COUNTY with their reimbursement request.

**XVI. AUDITS AND INSPECTIONS:** All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Agency, the Consortium, HUD or Comptroller General of the United States, or other federal agency, may deem necessary. Osceola County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the CITY’s records of whatever nature required by this Agreement any time during normal business hours. The CITY shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

**SECTION XVII. SUBCONTRACTS:** All contracts entered into by the CITY to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

**SECTION XVIII. NON-ASSIGNABILITY:** The CITY may not assign this Agreement without prior written consent of the COUNTY.

**SECTION XIX. ENFORCEMENT (SUSPENSION/TERMINATION):** In accordance with 24 CFR 85.43, suspension or termination may occur if the CITY materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

- The CITY hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:
  1. Improper use of HOME funds.
  2. Failure to comply with the work program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Action Plan;
  3. Failure to submit reports as required, including a favorable audit report; and
  4. Intentional submittal of incorrect or incomplete reports in any material respect.

- If payments are withheld, the Lead Agency shall specify, in writing the actions that must be taken by the CITY as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

**SECTION XX. INDEMNIFICATION:** The CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, Osceola County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the CITY shall not incur any liability for the negligence of the other parties named in this Section. Neither the COUNTY nor the CITY shall incur any liability for the negligence of the other.

**SECTION XXI. INSURANCE:** The CITY shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken.

**SECTION XXII. PROJECT PUBLICITY:** Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HUD HOME grant funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

**SECTION XXIII. AMENDMENTS:** This Agreement may be amended through completion of the Amendment to Disbursement Agreement.

The CITY shall be required to handle any amendment/adjustment according to CITY policies, but will acknowledge and accept execution of this document by the Board of County Commissioners or as delegated to an authorized COUNTY staff person.

**SECTION XXIV. NOTICES:** Formal notices under the terms of this agreement shall be sent, by U.S. mail, as follows:

Osceola County:  
Celestia McCloud, Human Services Director  
Housing and Community Services Department  
1392 E. Vine St.  
Kissimmee, FL 34744

City of Kissimmee  
Craig M. Holland, Development Services Director  
Development Services Department  
101 Church Street  
Kissimmee, FL 34741-5054

**IN WITNESS WHEREOF**, the CITY and the COUNTY do hereby authorize and have executed this agreement as of the dates written.

BOARD OF COUNTY COMMISSIONERS  
OSCEOLA COUNTY, FLORIDA

\_\_\_\_\_  
Don Fisher, County Manager  
(As delegated by the Board on \_\_\_\_\_,  
\_\_\_\_\_)

For City of Kissimmee:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF OSCEOLA

ON THIS DAY personally appeared before me a Notary Public of the State of Florida, \_\_\_\_\_, to me well and personally known and known by me to be the person who executed the foregoing instrument as the Mayor of Kissimmee, Florida, for and on behalf of said CITY as and for its act and deed, for the uses and purposes therein expressed.

I WITNESS my signature and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 202\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires: \_\_\_\_\_

## **EXHIBIT “A”**

# **OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES**

### **I. INTRODUCTION**

This Affirmative Fair Housing Marketing Plan (“Marketing Plan”) is developed for use with the HOME Investment Partnership (“HOME”) Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”) regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium (“the Consortium”), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing (“owners”). It states the Consortium’s policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Human Services Department website and on the City of Kissimmee Development Services Department website.

### **II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS**

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit developers, and potential and existing non-profit developers, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.



D. The Consortium will continue to provide general information and telephone reference numbers to persons contacting the Osceola County Human Services Department and/ or the City of Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

### III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

A. Post a notice of HOME funding availability on the City's and County's websites.

B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).

C. Establish and maintain a database of potentially qualified for-profit and non-profit developers and direct mail invitations to apply for funding.

### IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).

B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

### V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.

B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.

C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).

D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.

E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

#### VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

- A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).
- B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.
- C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.
- D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").
- E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

#### VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

- A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.
- B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.

- C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.
- D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.
- E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

**EXHIBIT “B”**

**BUDGET**

| <b>ELIGIBLE PROGRAM ACTIVITY</b>                      | <b>FUNDED AMOUNT</b> |
|-------------------------------------------------------|----------------------|
| <b>Homebuyer</b>                                      | \$                   |
| <b>Homeowner Rehab</b>                                | \$                   |
| <b>Rental Development (new construction or rehab)</b> | \$                   |
| <b>TBRA</b>                                           | \$                   |
| <b>Sub Total for Project(s)</b>                       | \$255,959.39         |
|                                                       |                      |
|                                                       |                      |
| <b>CHDO Set-Aside</b>                                 | \$50,388.35          |
| <b>HOME Program Administration</b>                    | \$29,584.57          |
|                                                       |                      |
|                                                       |                      |
| <b>Total Home Funded Projects</b>                     | <b>\$ 335,932.31</b> |

# EXHIBIT "C"

## EXPENDITURE SCHEDULE/TIMETABLE

| ACTIVITY              | Beginning<br>Balance | 1 <sup>ST</sup><br>Quarter<br>Goal | 2 <sup>ND</sup><br>Quarter<br>Goal | 3 <sup>RD</sup><br>Quarter<br>Goal | 4 <sup>th</sup><br>Quarter<br>Goal | Remaining<br>Balance |
|-----------------------|----------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------|
| HOME<br>Admin         |                      |                                    |                                    |                                    |                                    |                      |
| Homebuyer             |                      |                                    |                                    |                                    |                                    |                      |
| Homeowner<br>Rehab    |                      |                                    |                                    |                                    |                                    |                      |
| CHDO<br>Set- Aside    |                      |                                    |                                    |                                    |                                    |                      |
| Rental<br>Development |                      |                                    |                                    |                                    |                                    |                      |
| TBRA                  |                      |                                    |                                    |                                    |                                    |                      |
|                       |                      |                                    |                                    |                                    |                                    |                      |
|                       |                      |                                    |                                    |                                    |                                    |                      |
|                       |                      |                                    |                                    |                                    |                                    |                      |

**EXHIBIT “D”**

**QUARTERLY PROGRESS REPORT**

Period Covered: \_\_\_\_\_ to \_\_\_\_\_

Date Submitted: \_\_\_\_\_

**A. Project Information**

Agency: City of Kissimmee

Person Preparing the Report: \_\_\_\_\_

**B. Project Cost**

| Activity | Budget | Expenditure Goal | Actual Expenditure | % Expended | % Project Completion |
|----------|--------|------------------|--------------------|------------|----------------------|
|          |        |                  |                    |            |                      |
|          |        |                  |                    |            |                      |
|          |        |                  |                    |            |                      |
|          |        |                  |                    |            |                      |
|          |        |                  |                    |            |                      |

**C. Program Income**

Program Income/Recapture:

Source of Program Income/Recapture:

**D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary)** \_\_\_\_\_

\_\_\_\_\_

**E. Please specify total number of persons or households (as applicable) assisted/served this quarter.**

| Households | Persons | Low to Moderate Income | Low Income | White/Non-Hispanic | American Indian or Alaskan Native | Hispanic | Asian Pacific Islander | Female Headed Household |
|------------|---------|------------------------|------------|--------------------|-----------------------------------|----------|------------------------|-------------------------|
|            |         |                        |            |                    |                                   |          |                        |                         |

**EXHIBIT “E”**

**HOME Program Reimbursement Request**

City of Kissimmee

Date \_\_\_\_\_

Request # \_\_\_\_\_

Attached is documentation for \_\_\_\_\_ request number \_\_\_\_\_ for the reimbursement of HOME Program Expenditures described below:

| Year  | Activity Number | Activity Description | Total Amount Expended | Program Income | Reimbursement Due from the COUNTY |
|-------|-----------------|----------------------|-----------------------|----------------|-----------------------------------|
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |
| _____ | _____           | _____                | _____                 | _____          | _____                             |

**Please provide a copy of the signed contract for each new subrecipient agreement.**

\_\_\_\_\_  
Signature/Date

[illegible]

## HOME Draw Request

[illegible][illegible][illegible][illegible]



**EXHIBIT “G”**

**DECLARATION TO PARTICIPATE IN A JOINT CHDO PROJECT WITH LEAD AGENCY**

The City of Kissimmee, a member of the Osceola HOME Consortium, hereby agrees to participate in a joint CHDO project wherein the lead agency will be responsible for managing the project.

Such funds, calculated at 15% of the City’s annual allotment, when participating in a joint project, become the responsibility of the Lead Agency to apply to an eligible CHDO project as outlined under 24 CFR Subpart G.

City of Kissimmee CHDO Allotment          \$50,388.35

By signing below, the City of Kissimmee accepts and agrees to participate in a joint CHDO project, which will be managed by the lead agency, for the use of the CHDO allotment listed herein.

**BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
County Manager/Designee

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Mayor

## **ITEM 7.K**

### **DISASTER RESPONSE SERVICES CONTRACT EXTENSION - DEBRIS REMOVAL CONTRACT WITH CROWDER GULF AND SOUTHERN DISASTER RECOVERY, LLC**

#### **Request**

Approval to extend the Disaster Response Services Contract for Debris Removal with Crowder Gulf and Southern Disaster Recovery.

#### **Explanation**

On March 17, 2020, the City Commission approved the selection of Crowder Gulf and Southern Disaster Recovery for the Disaster Response Services Contract for Debris Removal. This contract is currently a one-year contract with the option of four (4) one-year extensions. The contract will expire on March 23, 2022.

Under this contract extension, Crowder Gulf and Southern Disaster Recovery remain under contract with the City for debris removal services. At the time of an impending incident, staff will select the contractor best able to respond. Crowder Gulf has proposed to increase their contract prices by 6.8%. Due to the current economic environment, staff has reviewed the request and found it in accordance with Section 20 of the contract.

Staff requests approval to extend both contracts for one-year with a new expiration date of March 23, 2023 and to amend the contract pricing schedule for Crowder Gulf.

#### **Recommendation**

Staff recommends City Commission approval to extend the Disaster Response Service Contract for Debris Removal with Crowder Gulf and Southern Disaster Recovery for one-year with a new expiration date of March 23, 2023.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. Crowder Gulf Contract Extension Agreement 2022-23
2. Southern Disaster Recovery Contract Extension Agreement 2022-23
3. Crowder Gulf and City - Emergency Response and Disaster Debris Monitoring Agreement (3-23-2020)
4. Southern Disaster Recovery and City - Emergency Response and Disaster Debris Monitoring Agreement (3-23-2020)

# CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East  
Mobile, Alabama 36619

Office: (800) 992-6207  
Fax: (251) 459-7433

## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **City of Kissimmee**, A Florida municipal corporation hereinafter termed the "Owner", and **CrowderGulf**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March, 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2023.
2. According to the Contract, Section 20, the contract may be modified. At this time CrowderGulf is requesting a price modification of a 6.8% increase based on the Consumer Price Index over the last twelve (12) months. The modified pricing schedule is attached.
3. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CROWDERGULF

BY: Ashley Ramsay-Noble

TITLE: President

DATE: 02/07/22

| Unit                              | Field Name and Description Attachment "A"<br>(All Final Disposal Sites are Approved by the City Prior to Final Disposal) | Cost Per Unit | Estimated Total Units | Total Cost |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------|
| <b>Collect &amp; Haul</b>         |                                                                                                                          |               |                       |            |
| CY                                | 0-15 miles: Veg from ROW to DMS                                                                                          | \$8.54        | 1                     | \$8.54     |
| CY                                | 15.01-30 miles: Veg from ROW to DMS                                                                                      | \$8.60        | 1                     | \$8.60     |
| CY                                | 30.01-60 miles: Veg from ROW to DMS                                                                                      | \$8.65        | 1                     | \$8.65     |
| CY                                | Greater than 60 miles: Veg from ROW to DMS                                                                               | \$8.76        | 1                     | \$8.76     |
| CY                                | Single price - Veg from ROW to DMS                                                                                       | \$9.08        | 1                     | \$9.08     |
| <b>Management and Reduction</b>   |                                                                                                                          |               |                       |            |
| CY                                | Grinding/Chipping vegetative debris                                                                                      | \$3.18        | 1                     | \$3.18     |
| CY                                | Air curtain burning vegetative debris                                                                                    | \$2.03        | 1                     | \$2.03     |
| CY                                | Open burning vegetative debris                                                                                           | \$1.23        | 1                     | \$1.23     |
| CY                                | Compacting vegetative debris                                                                                             | \$1.23        | 1                     | \$1.23     |
| CY                                | Preparation, Management & Segregating debris at Management Site (DMS)                                                    | \$1.60        | 1                     | \$1.60     |
| <b>C &amp; D Collect and Haul</b> |                                                                                                                          |               |                       |            |
| CY                                | 0-15 Miles: C&D collect and removal                                                                                      | \$8.54        | 1                     | \$8.54     |
| CY                                | 15.01-30 Miles: C&D collect and removal                                                                                  | \$9.08        | 1                     | \$9.08     |
| CY                                | 30.01-60 Miles: C&D collect and removal                                                                                  | \$10.15       | 1                     | \$10.15    |
| CY                                | Greater than 60 Miles: C&D collect and removal                                                                           | \$11.21       | 1                     | \$11.21    |
| <b>Final Disposal</b>             |                                                                                                                          |               |                       |            |
| CY                                | 0-15 Miles: DMS to final disposal site                                                                                   | \$3.20        | 1                     | \$3.20     |
| CY                                | 15.01-30 Miles: DMS to final disposal site                                                                               | \$5.13        | 1                     | \$5.13     |
| CY                                | 30.01-60 Miles: DMS to final disposal site                                                                               | \$6.41        | 1                     | \$6.41     |
| CY                                | Greater than 60 Miles: DMS to final disposal site                                                                        | \$8.52        | 1                     | \$8.52     |
| CY                                | Single Price - DMS to final disposal site                                                                                | PassThru      | 1                     | PassThru   |
| CY                                | Tipping Fees (pass through cost with-out markup) (Vegetative)                                                            | PassThru      | 1                     | PassThru   |
| CY                                | Tipping Fees (pass through cost with-out markup) (Mixed)                                                                 | PassThru      | 1                     | PassThru   |
| CY                                | Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D                           | PassThru      | 1                     | PassThru   |
| <b>Tree Operations</b>            |                                                                                                                          |               |                       |            |
| Tree                              | 6" to less than 13": Hazardous Tree                                                                                      | \$40.59       | 1                     | \$40.59    |
| Tree                              | 13" to less than 25": Hazardous Tree                                                                                     | \$80.10       | 1                     | \$80.10    |
| Tree                              | 25" to less than 37": Hazardous Tree                                                                                     | \$170.88      | 1                     | \$170.88   |
| Tree                              | 37" to less than 48": Hazardous Tree                                                                                     | \$234.96      | 1                     | \$234.96   |
| Tree                              | 48" diameter and greater: Hazardous Tree                                                                                 | \$299.04      | 1                     | \$299.04   |
| Hanger(s)                         | Hazardous limbs or hangers removal to be paid on per tree basis                                                          | \$101.46      | 1                     | \$101.46   |
| Stump                             | Greater than 24" to less than 49" diameter: Hazardous stump removal                                                      | \$283.02      | 1                     | \$283.02   |
| Stump                             | 49" and greater diameter: Hazardous stump removal                                                                        | \$363.12      | 1                     | \$363.12   |
| CY                                | Stump Fill Dirt ( Fill stump holes after removal)                                                                        | \$14.95       | 1                     | \$14.95    |
| <b>Specialty Removal</b>          |                                                                                                                          |               |                       |            |
| CY                                | Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)                                                      | \$40.59       | 1                     | \$40.59    |
| CY                                | Sand Collection and Screening                                                                                            | \$12.82       | 1                     | \$12.82    |
| Unit                              | Vehicle Removal                                                                                                          | \$80.10       | 1                     | \$80.10    |



|                                                                                                             |                                                              |           |   |           |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------|---|-----------|
| LF                                                                                                          | Vessel Removal (Land)                                        | \$21.36   | 1 | \$21.36   |
| LF                                                                                                          | Vessel Removal (Marine)                                      | \$42.72   | 1 | \$42.72   |
| Pound                                                                                                       | Carcass Removal                                              | \$2.03    | 1 | \$2.03    |
| Unit                                                                                                        | ROW White Goods Removal                                      | \$26.70   | 1 | \$26.70   |
| Unit                                                                                                        | Freon Management                                             | \$32.04   | 1 | \$32.04   |
| CY                                                                                                          | Demolition of Private Structure (Non RACM)                   | \$15.97   | 1 | \$15.97   |
| Unit                                                                                                        | Electronic Waste                                             | \$26.70   | 1 | \$26.70   |
| CY                                                                                                          | Silt Removal                                                 | \$19.22   | 1 | \$19.22   |
| CY                                                                                                          | Putrescent Removal                                           | \$21.36   | 1 | \$21.36   |
| Pound                                                                                                       | Bio waste                                                    | \$9.56    | 1 | \$9.56    |
| Pound                                                                                                       | Household Hazardous Waste (HHW) removal and disposal         | \$7.42    | 1 | \$7.42    |
| <b>Restoration</b>                                                                                          |                                                              |           |   |           |
| CY                                                                                                          | Lake Restoration (Berm Construction)                         | \$28.30   | 1 | \$28.30   |
| LF                                                                                                          | Canal Shoreline Restoration                                  | \$34.18   | 1 | \$34.18   |
| Hour                                                                                                        | Sr. Technician/Field Supervisor                              | \$69.42   | 1 | \$69.42   |
| Hour                                                                                                        | Clerical Staff                                               | \$48.06   | 1 | \$48.06   |
| Hour                                                                                                        | Clerical Supervisor                                          | \$53.40   | 1 | \$53.40   |
| <b>Optional Services</b>                                                                                    |                                                              |           |   |           |
| CY                                                                                                          | Debris Removal and Restoration of Canals                     | \$51.26   | 1 | \$51.26   |
| Per Vehicle                                                                                                 | Motor Vehicles *From ROW                                     | \$96.12   | 1 | \$96.12   |
| Per Vessel                                                                                                  | Boats *From ROW                                              | \$427.20  | 1 | \$427.20  |
| Hour                                                                                                        | Hazardous Waste and Contaminated Debris Management           | \$176.22  | 1 | \$176.22  |
| Hour                                                                                                        | Fire Suppression Support                                     | \$202.92  | 1 | \$202.92  |
| Gal.                                                                                                        | Emergency Potable Water                                      | \$1.34    | 1 | \$1.34    |
| Lbs.                                                                                                        | Emergency Delivery of Ice                                    | \$1.50    | 1 | \$1.50    |
| Day                                                                                                         | Temporary Bathrooms, Showers, Kitchens and Feeding Locations | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Temporary Satellite Communications                           | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Emergency Power Generation (5 KW)                            | \$53.40   | 1 | \$53.40   |
| Hour                                                                                                        | Pumping and Water Relocation/Removal for Flood Control       | \$213.60  | 1 | \$213.60  |
| LF                                                                                                          | Sewer, Culvert, and Catch Basin Cleaning                     | \$17.84   | 1 | \$17.84   |
| SF                                                                                                          | Decontamination of Buildings and Facilities                  | \$6.68    | 1 | \$6.68    |
| SF                                                                                                          | Mold Remediation (per Square Foot)                           | \$12.82   | 1 | \$12.82   |
| <b>*****Vendor Acknowledged the Addendums*****</b>                                                          |                                                              |           |   |           |
| <b>Definitions:</b>                                                                                         |                                                              |           |   |           |
| *VEG=Vegetation                                                                                             |                                                              |           |   |           |
| *ROW=Right-Of-Way                                                                                           |                                                              |           |   |           |
| *DMS=Debris Management Site                                                                                 |                                                              |           |   |           |
| *Hangers= Any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or |                                                              |           |   |           |

#### CrowderGulf Additional NOTES:

For Tree Operations, this rate is for cut & drop only. Remaining Debris will be hauled under ROW rates.

Tipping/Disposal fees for all line items will be a pass through cost at no mark up to the City.

Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches) - Rates is for Land Based Operations.

Demolition of Private Structure - Non RACM

Alternate Proposed Rate: Rate for PUSH CREW (1 Loader, 1 Foreman, & 2 Sawmen) \$336.42 per Hour.

| Hourly Equipment                                                    | Unit | Unit Price |
|---------------------------------------------------------------------|------|------------|
| JD 544 Wheel Loader with debris grapple                             | Hour | \$ 154.86  |
| JD 644 Wheel-Loader with debris grapple                             | Hour | \$ 165.54  |
| Extendaboom Forklift with debris grapple                            | Hour | \$ 101.46  |
| 753 Bobcat Skid Steer Loader with debris grapple                    | Hour | \$ 128.16  |
| 753 Bobcat Skid Steer Loader with bucket                            | Hour | \$ 128.16  |
| 753 Bobcat Skid Steer Loader with street sweeper                    | Hour | \$ 128.16  |
| 30 - 50 HP Farm Tractor with box blade or rake                      | Hour | \$ 64.08   |
| 2 - 2 1/2 cu. yd. Articulated Loader with bucket                    | Hour | \$ 154.86  |
| 3 - 4 cu. yd. Articulated Loader with bucket                        | Hour | \$ 165.54  |
| JD 648E Log Skidder, or equivalent                                  | Hour | \$ 128.16  |
| CAT D4 Dozer                                                        | Hour | \$ 101.46  |
| CAT D6 Dozer                                                        | Hour | \$ 160.20  |
| CAT D8 Dozer                                                        | Hour | \$ 181.56  |
| CAT125 - 140 HP Motor Grader                                        | Hour | \$ 128.16  |
| JD 690 Trackhoe with debris grapple                                 | Hour | \$ 160.20  |
| JD 690 Trackhoe with bucket & thumb                                 | Hour | \$ 160.20  |
| Rubber Tired Trackhoe with debris grapple                           | Hour | \$ 133.50  |
| JD 310 Rubber Tire Backhoe with bucket and hoe                      | Hour | \$ 69.42   |
| Rubber Tired Excavator with debris grapple                          | Hour | \$ 176.22  |
| 210 Prentiss Knuckleboom with debris grapple                        | Hour | \$ 144.18  |
| Self-Loader Scraper Cat 623 or equivalent                           | Hour | \$ 208.26  |
| Hand Fed Debris Chipper                                             | Hour | \$ 53.40   |
| Stump Grinder                                                       | Hour | \$ 90.78   |
| 320 CAT Trackhoe or equivalent w/hydraulic tree & brush cutter head | Hour | \$ 267.00  |
| Rubber Tired Loader w/heavy duty brush & tree cutter                | Hour | \$ 320.40  |
| 300 - 400 Tub Grinder                                               | Hour | \$ 373.80  |
| 800 -1,000 HP Diamond Z Tub Grinder                                 | Hour | \$ 555.36  |
| 30 Ton Crane                                                        | Hour | \$ 160.20  |
| 50 Ton Crane                                                        | Hour | \$ 213.60  |
| 100 Ton Crane (8 hour minimum)                                      | Hour | \$ 293.70  |
| 40 - 60' Bucket Truck                                               | Hour | \$ 170.88  |
| Service Truck                                                       | Hour | \$ 64.08   |
| Water Truck                                                         | Hour | \$ 74.76   |
| Portable Light Plant                                                | Hour | \$ 26.70   |
| Equipment Transports                                                | Hour | \$ 96.12   |
| 8000 gallon Fuel Tanker                                             | Hour | \$ 74.76   |
| Pickup Truck, unmanned                                              | Hour | \$ 14.95   |
| Self-loading Dump Truck with knuckleboom and debris grapple         | Hour | \$ 192.24  |
| Single Axle Dump Truck, 5 - 12 Cu. Yd.                              | Hour | \$ 69.42   |
| Tandem Dump Truck, 16 - 20 Cu. Yd.                                  | Hour | \$ 96.12   |
| Trailer Dump Truck, 24-40 Cu. Yd.                                   | Hour | \$ 96.12   |
| Trailer Dump Truck, 41-60 Cu. Yd.                                   | Hour | \$ 128.16  |
| Trailer Dump Truck, 61 - 80 Cu. Yd.                                 | Hour | \$ 128.16  |
| Power Screen                                                        | Hour | \$ 170.88  |
| Stacking Conveyor                                                   | Hour | \$ 37.38   |
| Off Road Trucks                                                     | Hour | \$ 267.00  |
| Air Curtain Burner                                                  | Hour | \$ 53.40   |
| Bucket Truck 50 ft.                                                 | Hour | \$ 149.52  |
| Bucket Truck 50 ft. to 75 ft.                                       | Hour | \$ 186.90  |



| <b>Hourly Personnel Labor Rates</b>                          | <b>Unit</b>   | <b>Unit Price</b> |
|--------------------------------------------------------------|---------------|-------------------|
| Operations Manager                                           | Hour          | \$ 64.08          |
| Superintendent with truck, phone & radio                     | Hour          | \$ 57.67          |
| Foreman with truck, phone & radio                            | Hour          | \$ 51.26          |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour          | \$ 53.40          |
| Inspector with vehicle, phone & radio                        | Hour          | \$ 34.18          |
| Climber with gear                                            | Hour          | \$ 96.12          |
| Saw Hand with chainsaw                                       | Hour          | \$ 37.38          |
| Laborers & Flagmen                                           | Hour          | \$ 32.04          |
| Public Assistance Manager                                    | Hour          | \$ 138.84         |
| Documentation Clerk                                          | Hour          | \$ 53.40          |
| Timekeeper                                                   | Hour          | \$ 37.38          |
| HazMat Professional                                          | Hour          | \$ 192.24         |
| Household HazMat Inspection & Removal Crew                   | Hour          | \$ 117.48         |
| Generators from 10 KW to 300KW                               | Cost plus 20% |                   |
| Traffic Control Personnel                                    | Hour          | \$ 32.04          |
| Ticket Writers/ Individual                                   | Hour          | \$ 32.04          |
| Clerical/Indivudal                                           | Hour          | \$ 32.04          |
| Administrative Assistant                                     | Hour          | \$ 48.06          |
| Mechanic with Truck and Tools                                | Hour          | \$ 69.42          |
|                                                              |               |                   |
| <b>Materials</b>                                             | <b>Unit</b>   | <b>Unit Price</b> |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped    | CY            | \$ 42.72          |
|                                                              |               |                   |

#### NOTES:

1. The Equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. CrowderGulf will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. CrowderGulf has access and contacts for any other equipment that might be required. We will negotiate a rate with the Client if need arises for equipment not on list.

## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Kissimmee**, A Florida municipal corporation hereinafter termed the "Owner", and **Southern Disaster Recovery** hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2023.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

SOUTHERN DISASTER RECOVERY

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: CEO

DATE: \_\_\_\_\_

DATE: 01/20/2022



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and CROWDERGULF**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **CrowderGulf**, whose address is 5435 Business Parkway, Theodore, AL 36582 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services"; and

**WHEREAS**, CITY advertised RFP 2020-002 Titled "Emergency Response and Recovery" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that CrowderGulf was qualified to provide the services and awarded the contract to CrowderGulf consistent with the terms, conditions and requirements of the RFP, and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ, and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement
2. **TERM.** This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals
3. **SCOPE OF SERVICES** CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit

“B” and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Attachment "A."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that.

- a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
- c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
- e. CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

- f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.
- i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. 6201).
- j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who

in turn will forward the certification(s) to the awarding agency

- k *Solid Waste Disposal Act* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule, 2) meeting contract performance requirements, or 3) at a reasonable price.

5 **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6 **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

7 **INSURANCE REQUIREMENTS.**

- a **Proof of Insurance.** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- b **Waiver of Subrogation.** The Contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its

officers, elected officials, agents and employees and against other Contractors and Subcontractors

- c. Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d. Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for owned, non-owned and hired automobiles.
- e. Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9. 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.
10. **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 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

11. **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 damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged 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, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY,

14. **PUBLIC RECORDS LAW** The 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 Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.org](mailto:cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the 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 the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The 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 the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the 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 the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.



- g. Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
16. **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 this Agreement.
17. **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 the CITY may have, or of future rights to enforce compliance.
18. **NOTICES**. All notices and demands shall be sent U.S. Certified Mail, return receipt to:

**As to CONTRACTOR:**

CrowderGulf  
5435 Business Parkway  
Theodore, Al. 36582

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St , 5th Floor  
Kissimmee, FL 34741

19. **ENTIRETY OF AGREEMENT**. This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. 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.

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By. Ashley Ramsay-Naile  
Ashley Ramsay-Naile

Title. Sr. Vice President/COO

Date 03/10/20

STATE OF ~~FLORIDA~~ Alabama  
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MARCH, 2020, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification

Notary Seal

KERRIE A. NOLL  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
September 14, 2022

Notary Kerrie A. Noll  
Print Name Kerrie A. Noll  
My Commission Expires 09-14-2022

CITY OF KISSIMMEE

By Jose Alvarez  
Jose Alvarez, Mayor-Commissioner

Date March 23, 2020

ATTEST:

Linda Hansell  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes  
City Attorney

**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-002**

**A. GENERAL SCOPE**

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

- a. Eliminate immediate threats to life, public health, and safety,
- b. Eliminate immediate threats of significant damage to improved public or private property; and
- c. Ensure the economic recovery of the affected community for the benefit of the community at large

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

**1. Emergency Push/Road Clearance.**

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limbs or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed"

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris

3 Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4 Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities

5. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)  
Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following.

- a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites,
- b. Provide the City with a video record of the pre and post use site conditions;
- c. Prepare a plan of proposed site layout and review with the City prior to its implementation;
- d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;
- e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;
- f. Build and/or maintain roads as necessary for TDMS operation;
- g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS;
- h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms,
- i. Confine hours of operation of the TDMS to those determined by the City;
- j. Stage and process all debris in accordance with instructions from the City,
- k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction;
- l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste,
- m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS,
- n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;
- o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure, Survey the site to verify that it has been restored to pre-use elevation and condition, and
- p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed.

7. Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9. Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done.**

2. Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

3. Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA). Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.



12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

**GENERAL TERMS AND CONDITIONS**

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from

the City and will provide this documentation to the City.

2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document (s) must be submitted with their bid submittal

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable.

7. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City. In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9. Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10. Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11 Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13 Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1 Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to

a. Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b. Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d. Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e. Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City.

2. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following.

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria, tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.
- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations
- Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4. Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

5. Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

- 3 Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
- 4 Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan
- 5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable.
- 6 Environmental authorizations and/or permits, as applicable.
- 7 Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program The daily summary shall be communicated to the Debris Manager or designee.
- 8 Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Provide certified weight master is necessary.
- 10 Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS
11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner All documentation and information related to the project shall be surrendered to the City upon completion of the project

Electronic Debris Monitoring *The Consultant may exercise the option to utilize electronic debris monitoring and if chosen the Consultant must comply with requirements set forth in the following sections.*

#### Equipment Requirements

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc and employs an anti-tampering mechanism Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc
2. Handheld Units (HHU) – The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media HHU's shall have the capability to determine



locations by GPS and the capability to write GPS coordinates to the removable media. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHU's will perform two functions. (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity

- a) HHU's capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers
- b) HHU's capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation
- c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable

- 3 Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
- 4 Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
- 5 Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

- 6 GIS – GIS Mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
- 7 Internet Accessible database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

#### General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.
4. The Consultant uses the HHU to initiate the load data by entering debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written on the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, missed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the

smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager's unique ID Code

- 6 All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system which includes the City's and Consultant databases. Once this information is recorded, the tower manager's HHU will clear the removable media's debris data for the driver to re-use.
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager's HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

#### Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
  - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data.
  - b) Electronic registration of ticket/tower monitor.
  - c) Link designated ticket/tower personnel roles to a specific mission.
  - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete.
  - e) Store ticket/tower personnel contact information relative to the mission.
  - f) Track and Manage ticket/tower personnel role and status.
  - g) Assign and track equipment assigned to the user.
  - h) Reject invalid ticket/tower personnel credentials.
  - i) Reject invalid certification credentials.
2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- a) A means of electronically registering authorized debris Consultant vehicles and equipment.
  - b) Link electronic registration to digital images/Identify mission and respective location.
  - c) Generate uniform measurements e g feet and inches.
  - d) Capture vehicle volume.
  - e) Utilize industry standard equations for all volume calculations.
  - f) Capture drivers and certification team member unique identification numbers.
  - g) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
  - h) Must depict image and other identifying data
  - i) Must contain counter area for total cubic yards hauled.
  - j) Must employ anti-tampering mechanism.
  - k) Capability to recertify vehicles.
  - l) Recertified vehicles must be recorded in an audit table
  - m) Certification data must be associated to authorized system user.
  - n) Reject media which are not associated with current event and applicant.
  - o) Capture vehicle audit records.
  - p) Create a printed certification record
  - q) Administrative reporting capabilities.
3. Debris Disposal Site Management: Completed Per-Unit point of origin transactions must be received at the approved disposal site Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:
- a) Accept site configuration data at the beginning of each work day
  - b) Dynamically configure receiving application based on site configuration data.

- c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
  - d) Accept loads where:
    - Mission and applicant are valid
    - Media authentication data is valid and unaltered
    - Media contains valid load data.
  - e) Designate debris type.
  - f) Record debris volume (based on unit of measure)
  - g) Receive volume or per unit loads
  - h) Identify original load data.
  - i) Identify duplicate load data.
  - j) Configure number of hard copies
  - k) Create load data record in internal storage.
  - l) Create backup copy of internal storage.
  - m) Prepare driver media for next load.
  - n) Increment driver smart card based on total CY counter value.
  - o) Continuously calculate and present real-time disposal site statistics
  - p) Re-print load ticket data.
  - q) Interface with durable outdoor printer.
  - r) Preserve in its original state, and then transmit daily transaction data.
  - s) Associate ticket/tower personnel credentials with each received load.
- 4 Field Administrative Functions. The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/ tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- a) Change ticket/tower personnel identification badge roles and responsibilities
  - b) Review media total CY counter value
  - c) Audit vehicle certification data
  - d) Validate/Invalidate smart cards.
  - e) Reinitiate security sequence for ticket/tower personnel or media
  - f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the City's secure server.
5. Data Consolidation and Analysis/Reports Generation. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to
- a) Accept transactional data sets from multiple debris location systems.
  - b) Recognize multiple mission/applicant configurations
  - c) Grant access to authorized authenticated users or processes.
  - d) Contain a master record of.
    - Roles and responsibilities.
    - Ticket/tower personnel credentials and other data
    - Certification credentials and other data.
    - Mission data.
    - Applicant data
    - Geospatial data.
      - Street centerlines
      - City/County outlines
      - Population and demographic.
      - Elevation
      - Wetlands delineation
      - Historic and Environmentally Sensitive areas.
      - Debris work zones.
      - Parcel data.
      - Land use
      - FEMA flood zones.
    - Graphically depict.
      - Load locations by contractor
      - Load locations by subcontractor

- Load locations by driver
  - Load locations by ticket/tower personnel
  - Load locations by date range
  - Load locations by zone
  - Load locations by applicant
  - Load locations by mission
  - Load locations by debris type
  - Load locations by disposal site
  - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data.
- Select one of many points of data.
- Calculate operational efficiency statistics such as
  - Trip Turnaround time
  - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles and greater than 61 miles)
  - Average container - fill percentage.
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tubular data reports
- Filter mechanism to highlight geospatial data
- Control data access using role-based security
- User interface and access to underlying system data must dynamically configure at run time through the presentation of appropriate user credentials.
- Manage data ownership.
- Provide access based on security role model
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data.
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as
  - Time/Date
  - Contractor/Subcontractor
  - Debris type
  - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc )
  - Haul distance
- Route billing data sets via defined and customized workflow rules.
- Approved billing data sets
- Communicate general event status e g
  - Total CY hauled (by debris type)

- Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned
  - Manage user roles, responsibilities and passwords
  - Prevent modification to original data by unauthorized or unauthenticated users.
  - Insert audit records into audit tables for all insertions, modifications, and deletions to original data
6. Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must.
- Require user authentication credentials.
  - Display current version at application start-up.
  - Synchronized with Greenwich Mean Time (GMT) for all date/time fields
  - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system.
  - System must remain in a ready state by default
  - Acknowledge successful card write via display status message
  - Create identification structures which utilize encryption technologies
  - Employ anti-tamper and anti-tearing methods and technologies.
  - Where applicable, utilize 3 DES data encryption technologies to protect data
  - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media.
- 7 Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
- Utilize relational database technology
  - Employ geospatial analysis tools for data visualization
  - Enable audit ability for
    - Data insertion
    - Data modification
    - Data deletion
  - Prevent field and row level data deletion.
  - All access to data must be controlled
  - Store certification and other identification data using encrypted relational technology.
  - Reside in a secure internet environment.



- Preserve base transactional data in its original state prior to processing or consolidation with other data
8. Initial Startup Procedure for Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

**ATTACHMENT "B"**  
**RFP 2020- 003 PRICE SHEET**

| Unit      | Field Name and Description Attachment "B"<br>(All Final Disposal Sites are Approved by the City Prior to Final Disposal) | Cost Per Unit | Estimated Total Units | Total Cost |
|-----------|--------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------|
|           | <b>Collect &amp; Haul</b>                                                                                                |               |                       |            |
| CY        | 0-15 miles Veg from ROW to DMS                                                                                           | \$8 00        | 1                     | \$8 00     |
| CY        | 15 01-30 miles Veg from ROW to DMS                                                                                       | \$8 05        | 1                     | \$8 05     |
| CY        | 30 01-60 miles Veg from ROW to DMS                                                                                       | \$8 10        | 1                     | \$8 10     |
| CY        | Greater than 60 miles Veg from ROW to DMS                                                                                | \$8 20        | 1                     | \$8 20     |
| CY        | Single price - Veg from ROW to DMS                                                                                       | \$8 50        | 1                     | \$8 50     |
|           | <b>Management and Reduction</b>                                                                                          |               |                       |            |
| CY        | Grinding/Chipping vegetative debris                                                                                      | \$2 98        | 1                     | \$2 98     |
| CY        | Air curtain burning vegetative debris                                                                                    | \$1 90        | 1                     | \$1 90     |
| CY        | Open burning vegetative debris                                                                                           | \$1 15        | 1                     | \$1 15     |
| CY        | Compacting vegetative debris                                                                                             | \$1 15        | 1                     | \$1 15     |
| CY        | Preparation, Management & Segregating debris at Management Site (DMS)                                                    | \$1 50        | 1                     | \$1 50     |
|           |                                                                                                                          |               |                       |            |
|           | <b>C &amp; D Collect and Haul</b>                                                                                        |               |                       |            |
| CY        | 0-15 Miles C&D collect and removal                                                                                       | \$8 00        | 1                     | \$8 00     |
| CY        | 15 01-30 Miles C&D collect and removal                                                                                   | \$8 50        | 1                     | \$8 50     |
| CY        | 30 01-60 Miles C&D collect and removal                                                                                   | \$9 50        | 1                     | \$9 50     |
| CY        | Greater than 60 Miles C&D collect and removal                                                                            | \$10 50       | 1                     | \$10 50    |
|           |                                                                                                                          |               |                       |            |
|           | <b>Final Disposal</b>                                                                                                    |               |                       |            |
| CY        | 0-15 Miles DMS to final disposal site                                                                                    | \$3 00        | 1                     | \$3 00     |
| CY        | 15.01 30 Miles DMS to final disposal site                                                                                | \$4 80        | 1                     | \$4 80     |
| CY        | 30 01 60 Miles DMS to final disposal site                                                                                | \$6 00        | 1                     | \$6 00     |
| CY        | Greater than 60 Miles DMS to final disposal site                                                                         | \$7 98        | 1                     | \$7 98     |
| CY        | Single Price - DMS to final disposal site                                                                                | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (pass through cost with-out markup) (Vegetative)                                                            | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (pass through cost with-out markup) (Mixed)                                                                 | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D                           | PassThru      | 1                     | PassThru   |
|           |                                                                                                                          |               |                       |            |
|           | <b>Tree Operations</b>                                                                                                   |               |                       |            |
| Tree      | 6" to less than 13" Hazardous Tree                                                                                       | \$38 00       | 1                     | \$38 00    |
| Tree      | 13" to less than 25" Hazardous Tree                                                                                      | \$75 00       | 1                     | \$75 00    |
| Tree      | 25" to less than 37" Hazardous Tree                                                                                      | \$160 00      | 1                     | \$160 00   |
| Tree      | 37" to less than 48" Hazardous Tree                                                                                      | \$220 00      | 1                     | \$220 00   |
| Tree      | 48" diameter and greater Hazardous Tree                                                                                  | \$280 00      | 1                     | \$280 00   |
| Hanger(s) | Hazardous limbs or hangers removal to be paid on per tree basis                                                          | \$95 00       | 1                     | \$95 00    |
| Stump     | Greater than 24" to less than 49" diameter Hazardous stump removal                                                       | \$265 00      | 1                     | \$265 00   |
| Stump     | 49" and greater diameter Hazardous stump removal                                                                         | \$340 00      | 1                     | \$340 00   |
| CY        | Stump Fill Dirt ( Fill stump holes after removal)                                                                        | \$14 00       | 1                     | \$14 00    |
|           |                                                                                                                          |               |                       |            |
|           | <b>Specialty Removal</b>                                                                                                 |               |                       |            |
| CY        | Waterway Debris Removal (Canals, Rivers, Creeks Streams & Ditches)                                                       | \$38 00       | 1                     | \$38 00    |
| CY        | Sand Collection and Screening                                                                                            | \$12 00       | 1                     | \$12 00    |
| Unit      | Vehicle Removal                                                                                                          | \$75 00       | 1                     | \$75 00    |

|                                                                                                             |                                                             |           |   |           |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|---|-----------|
| LF                                                                                                          | Vessel Removal (Land)                                       | \$20 00   | 1 | \$20 00   |
| LF                                                                                                          | Vessel Removal (Marine)                                     | \$40 00   | 1 | \$40 00   |
| Pound                                                                                                       | Carcass Removal                                             | \$1 90    | 1 | \$1 90    |
| Unit                                                                                                        | ROW White Goods Removal                                     | \$25 00   | 1 | \$25 00   |
| Unit                                                                                                        | Freon Management                                            | \$30 00   | 1 | \$30 00   |
| CY                                                                                                          | Demolition of Private Structure (Non RACM)                  | \$14 95   | 1 | \$14 95   |
| Unit                                                                                                        | Electronic Waste                                            | \$25 00   | 1 | \$25 00   |
| CY                                                                                                          | Silt Removal                                                | \$18 00   | 1 | \$18 00   |
| CY                                                                                                          | Putrescent Removal                                          | \$20 00   | 1 | \$20 00   |
| Pound                                                                                                       | Bio waste                                                   | \$8 95    | 1 | \$8 95    |
| Pound                                                                                                       | Household Hazardous Waste (HHW) removal and disposal        | \$6 95    | 1 | \$6 95    |
| <b>Restoration</b>                                                                                          |                                                             |           |   |           |
| CY                                                                                                          | Lake Restoration (Berm Construction)                        | \$26 50   | 1 | \$26 50   |
| LF                                                                                                          | Canal Shoreline Restoration                                 | \$32 00   | 1 | \$32 00   |
| Hour                                                                                                        | Sr. Technician/Field Supervisor                             | \$65 00   | 1 | \$65 00   |
| Hour                                                                                                        | Clerical Staff                                              | \$45 00   | 1 | \$45 00   |
| Hour                                                                                                        | Clerical Supervisor                                         | \$50.00   | 1 | \$50 00   |
| <b>Optional Services</b>                                                                                    |                                                             |           |   |           |
| CY                                                                                                          | Debris Removal and Restoration of Canals                    | \$48 00   | 1 | \$48 00   |
| Per Vehicle                                                                                                 | Motor Vehicles *From ROW                                    | \$90 00   | 1 | \$90 00   |
| Per Vessel                                                                                                  | Boats *From ROW                                             | \$400 00  | 1 | \$400 00  |
| Hour                                                                                                        | Hazardous Waste and Contaminated Debris Management          | \$165 00  | 1 | \$165 00  |
| Hour                                                                                                        | Fire Suppression Support                                    | \$190 00  | 1 | \$190 00  |
| Gal                                                                                                         | Emergency Potable Water                                     | \$1 25    | 1 | \$1 25    |
| Lbs                                                                                                         | Emergency Delivery of Ice                                   | \$1 40    | 1 | \$1 40    |
| Day                                                                                                         | Temporary Bathrooms Showers, Kitchens and Feeding Locations | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Temporary Satellite Communications                          | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Emergency Power Generation (5 KW)                           | \$50 00   | 1 | \$50 00   |
| Hour                                                                                                        | Pumping and Water Relocation/Removal for Flood Control      | \$200.00  | 1 | \$200 00  |
| LF                                                                                                          | Sewer, Culvert, and Catch Basin Cleaning                    | \$16 70   | 1 | \$16 70   |
| SF                                                                                                          | Decontamination of Buildings and Facilities                 | \$6 25    | 1 | \$6 25    |
| SF                                                                                                          | Mold Remediation (per Square Foot)                          | \$12 00   | 1 | \$12 00   |
| <b>*****Vendor Acknowledged the Addendums*****</b>                                                          |                                                             |           |   |           |
| <b>Definitions</b>                                                                                          |                                                             |           |   |           |
| *VEG=Vegetation                                                                                             |                                                             |           |   |           |
| *ROW=Right Of-Way                                                                                           |                                                             |           |   |           |
| *DMS=Debris Management Site                                                                                 |                                                             |           |   |           |
| *Hangers= Any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or |                                                             |           |   |           |

#### CrowderGulf Additional NOTES:

For Tree Operations, this rate is for cut & drop only Remaining Debris will be hauled under ROW rates

Tipping/Disposal fees for all line items will be a pass through cost at no mark up to the City

Waterway Debris Removal (Canals Rivers Creeks, Streams & Ditches) - Rates is for Land Based Operations

Demolition of Private Structure - Non RACM

Alternate Proposed Rate Rate for PUSH CREW (1 Loader, 1 Foreman, & 2 Sawmen) \$315 00 per Hour



**2020 Pricing**

| <b>Hourly Equipment</b>                                             | <b>Unit</b> | <b>Unit Price</b> |
|---------------------------------------------------------------------|-------------|-------------------|
| JD 544 Wheel Loader with debris grapple                             | Hour        | \$ 145.00         |
| JD 644 Wheel-Loader with debris grapple                             | Hour        | \$ 155.00         |
| Extendaboom Forklift with debris grapple                            | Hour        | \$ 95.00          |
| 753 Bobcat Skid Steer Loader with debris grapple                    | Hour        | \$ 120.00         |
| 753 Bobcat Skid Steer Loader with bucket                            | Hour        | \$ 120.00         |
| 753 Bobcat Skid Steer Loader with street sweeper                    | Hour        | \$ 120.00         |
| 30 - 50 HP Farm Tractor with box blade or rake                      | Hour        | \$ 60.00          |
| 2 - 2 1/2 cu. yd Articulated Loader with bucket                     | Hour        | \$ 145.00         |
| 3 - 4 cu yd Articulated Loader with bucket                          | Hour        | \$ 155.00         |
| JD 648E Log Skidder, or equivalent                                  | Hour        | \$ 120.00         |
| CAT D4 Dozer                                                        | Hour        | \$ 95.00          |
| CAT D6 Dozer                                                        | Hour        | \$ 150.00         |
| CAT D8 Dozer                                                        | Hour        | \$ 170.00         |
| CAT125 - 140 HP Motor Grader                                        | Hour        | \$ 120.00         |
| JD 690 Trackhoe with debris grapple                                 | Hour        | \$ 150.00         |
| JD 690 Trackhoe with bucket & thumb                                 | Hour        | \$ 150.00         |
| Rubber Tired Trackhoe with debris grapple                           | Hour        | \$ 125.00         |
| JD 310 Rubber Tire Backhoe with bucket and hoe                      | Hour        | \$ 65.00          |
| Rubber Tired Excavator with debris grapple                          | Hour        | \$ 165.00         |
| 210 Prentiss Knuckleboom with debris grapple                        | Hour        | \$ 135.00         |
| Self-Loader Scraper Cat 623 or equivalent                           | Hour        | \$ 195.00         |
| Hand Fed Debris Chipper                                             | Hour        | \$ 50.00          |
| Stump Grinder                                                       | Hour        | \$ 85.00          |
| 320 CAT Trackhoe or equivalent w/hydraulic tree & brush cutter head | Hour        | \$ 250.00         |
| Rubber Tired Loader w/heavy duty brush & tree cutter                | Hour        | \$ 300.00         |
| 300 - 400 Tub Grinder                                               | Hour        | \$ 350.00         |
| 800 -1,000 HP Diamond Z Tub Grinder                                 | Hour        | \$ 520.00         |
| 30 Ton Crane                                                        | Hour        | \$ 150.00         |
| 50 Ton Crane                                                        | Hour        | \$ 200.00         |
| 100 Ton Crane (8 hour minimum)                                      | Hour        | \$ 275.00         |
| 40 - 60' Bucket Truck                                               | Hour        | \$ 160.00         |
| Service Truck                                                       | Hour        | \$ 60.00          |
| Water Truck                                                         | Hour        | \$ 70.00          |
| Portable Light Plant                                                | Hour        | \$ 25.00          |
| Equipment Transports                                                | Hour        | \$ 90.00          |
| 8000 gallon Fuel Tanker                                             | Hour        | \$ 70.00          |
| Pickup Truck, unmanned                                              | Hour        | \$ 14.00          |
| Self-loading Dump Truck with knuckleboom and debris grapple         | Hour        | \$ 180.00         |
| Single Axle Dump Truck, 5 - 12 Cu Yd                                | Hour        | \$ 65.00          |
| Tandem Dump Truck, 16 - 20 Cu Yd                                    | Hour        | \$ 90.00          |
| Trailer Dump Truck, 24-40 Cu. Yd.                                   | Hour        | \$ 90.00          |
| Trailer Dump Truck, 41-60 Cu Yd                                     | Hour        | \$ 120.00         |
| Trailer Dump Truck, 61 - 80 Cu Yd                                   | Hour        | \$ 120.00         |
| Power Screen                                                        | Hour        | \$ 160.00         |
| Stacking Conveyor                                                   | Hour        | \$ 35.00          |
| Off Road Trucks                                                     | Hour        | \$ 250.00         |
| Air Curtain Burner                                                  | Hour        | \$ 50.00          |
| Bucket Truck 50 ft                                                  | Hour        | \$ 140.00         |
| Bucket Truck 50 ft to 75 ft.                                        | Hour        | \$ 175.00         |

## CrowderGulf

| Hourly Personnel Labor Rates                                 | Unit          | Unit Price        |
|--------------------------------------------------------------|---------------|-------------------|
| Operations Manager                                           | Hour          | \$ 60.00          |
| Superintendent with truck, phone & radio                     | Hour          | \$ 54.00          |
| Foreman with truck, phone & radio                            | Hour          | \$ 48.00          |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour          | \$ 50.00          |
| Inspector with vehicle, phone & radio                        | Hour          | \$ 32.00          |
| Climber with gear                                            | Hour          | \$ 90.00          |
| Saw Hand with chainsaw                                       | Hour          | \$ 35.00          |
| Laborers & Flagmen                                           | Hour          | \$ 30.00          |
| Public Assistance Manager                                    | Hour          | \$ 130.00         |
| Documentation Clerk                                          | Hour          | \$ 50.00          |
| Timekeeper                                                   | Hour          | \$ 35.00          |
| HazMat Professional                                          | Hour          | \$ 180.00         |
| Household HazMat Inspection & Removal Crew                   | Hour          | \$ 110.00         |
| Generators from 10 KW to 300KW                               | Cost plus 20% |                   |
| Traffic Control Personnel                                    | Hour          | \$ 30.00          |
| Ticket Writers/ Individual                                   | Hour          | \$ 30.00          |
| Clerical/Individual                                          | Hour          | \$ 30.00          |
| Administrative Assistant                                     | Hour          | \$ 45.00          |
| Mechanic with Truck and Tools                                | Hour          | \$ 65.00          |
|                                                              |               |                   |
| <b>Materials</b>                                             | <b>Unit</b>   | <b>Unit Price</b> |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped    | CY            | \$ 40.00          |
|                                                              |               |                   |

### NOTES.

- 1 The Equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction
- 2 Pricing includes operator, fuel, and maintenance Depending on the severity of the disaster, some or all of the above equipment will be required CrowderGulf will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
- 3 The listed equipment should cover all possible equipment needs following disaster CrowderGulf has access and contacts for any other equipment that might be required We will negotiate a rate with the Client if need arises for equipment not on list

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and SOUTHERN DISASTER  
RECOVERY**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **Southern Disaster Recovery**, whose address is 109 White Oak Rd, Greenville, SC 29609 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services", and

**WHEREAS**, CITY advertised RFP 2020-002 Titled "Emergency Response and Recovery" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Southern Disaster Recovery was qualified to provide the services and awarded the contract to Southern Disaster Recovery consistent with the terms, conditions and requirements of the RFP; and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ; and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

- 1 **RECITALS** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.
- 2 **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.
3. **SCOPE OF SERVICES**. CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding part hereof Following a declared emergency, the Contractor shall perform the Work in

accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit "B" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Attachment "A."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4 **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
- c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
- e. CONTRACTOR is adequately financed to meet any financial obligations it may be



required to incur under this Agreement

- f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C F R § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C F R § 180.935). The contractor must comply with 2 C F R pt 180, subpart C and 2 C F R pt 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U S C 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.
- i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U S C 6201).
- j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- k. *Solid Waste Disposal Act* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule, 2) meeting contract performance requirements, or 3) at a reasonable price
5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.
6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice
7. **INSURANCE REQUIREMENTS**
  - a. **Proof of Insurance:** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
  - b. **Waiver of Subrogation.** The Contractor shall require their insurance carriers, with

respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors

- c Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A M Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.
- e Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9. 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.

10. **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 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

11. **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 damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged 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, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY,

14. **PUBLIC RECORDS LAW.** The 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 Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.org](mailto:cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the 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 the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The 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 the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the 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 the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

- f A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119 10
  - g Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.
  - h CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense
  - i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement
15. **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida
16. **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 this Agreement
17. **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 the CITY may have, or of future rights to enforce compliance
- 18 **NOTICES.** All notices and demands shall be sent U S Certified Mail, return receipt to

**As to CONTRACTOR:**

Southern Disaster Recovery  
109 White Oak Rd  
Greenville, SC 29609

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St., 5th Floor  
Kissimmee, FL 34741

- 19 **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties 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

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control

*Signature Page to Follow*



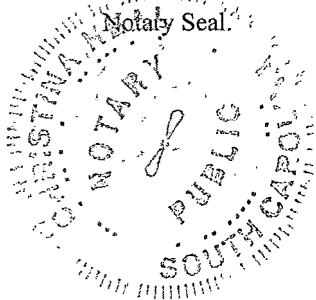
IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: Al McClan  
Title CEO + Member  
Date 03/06/2020

South Carolina  
STATE OF ~~FLORIDA~~  
COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 6 day of March, 2020, by means of ☒ physical presence or ☐ online notarization, by (name of person) Al McClan as (type of authority) member for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification Southem Disaster Recovery



Notary Christina Neal  
Print Name: Christina Neal  
My Commission Expires 12/05/2024

CITY OF KISSIMMEE

By: Jose Alvarez Mayor-Commissioner  
Date: March 23, 2020

ATTEST:

Linda Hansell  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes  
City Attorney

**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-002**

**A. GENERAL SCOPE**

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

- a. Eliminate immediate threats to life, public health, and safety,
- b. Eliminate immediate threats of significant damage to improved public or private property; and
- c. Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

**1. Emergency Push/Road Clearance**

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limbs or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed"

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris

3 Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4 Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities

5 Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)

Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following

- a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites,
- b. Provide the City with a video record of the pre and post use site conditions;
- c. Prepare a plan of proposed site layout and review with the City prior to its implementation,
- d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;
- e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;
- f. Build and/or maintain roads as necessary for TDMS operation,
- g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors, Towers will be positioned at any entrance and any exit of the TDMS;
- h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms;
- i. Confine hours of operation of the TDMS to those determined by the City,
- j. Stage and process all debris in accordance with instructions from the City;
- k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction,
- l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste;
- m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS;
- n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;
- o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition; and
- p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed

7 Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9 Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B. STANDARDS OF PERFORMANCE

1 Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done**

2 Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City

3 Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act (OSHA). Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

**GENERAL TERMS AND CONDITIONS**

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from

the City and will provide this documentation to the City

2     Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3     Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4     Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s)

5     Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U S Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6.    M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M O T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic



Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc A copy of the certification document (s) must be submitted with their bid submittal

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable

7 Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9 Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10 Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11 Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris

b Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1 Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to.

a     Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b     Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c.     Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d     Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e     Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City

## 2 Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following.

### a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

### b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.
- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations
- Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4 Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources

5 Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

- 3 Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan.
- 5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable
- 6 Environmental authorizations and/or permits, as applicable
- 7 Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- 9 Provide certified weight master is necessary.
- 10 Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS
11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner All documentation and information related to the project shall be surrendered to the City upon completion of the project.

Electronic Debris Monitoring *The Consultant may exercise the option to utilize electronic debris monitoring and if chosen the Consultant must comply with requirements set forth in the following sections.*

Equipment Requirements:

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc and employs an anti-tampering mechanism Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc.
- 2 Handheld Units (HHU) – The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media HHU's shall have the capability to determine

locations by GPS and the capability to write GPS coordinates to the removable media. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHU's will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity.

- a) HHU's capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
  - b) HHU's capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
  - c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
3. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

- 6 GIS – GIS Mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs
- 7 Internet Accessible database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City

#### General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission
4. The Consultant uses the HHU to initiate the load data by entering debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written on the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, missed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the



smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager's unique ID Code.

6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system which includes the City's and Consultant databases. Once this information is recorded, the tower manager's HHU will clear the removable media's debris data for the driver to re-use
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager's HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City

#### Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management. The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities
  - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
  - b) Electronic registration of ticket/tower monitor
  - c) Link designated ticket/tower personnel roles to a specific mission
  - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete.
  - e) Store ticket/tower personnel contact information relative to the mission.
  - f) Track and Manage ticket/tower personnel role and status
  - g) Assign and track equipment assigned to the user.
  - h) Reject invalid ticket/tower personnel credentials
  - i) Reject invalid certification credentials.
2. Truck Certification. The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- a) A means of electronically registering authorized debris Consultant vehicles and equipment
  - b) Link electronic registration to digital images/Identify mission and respective location
  - c) Generate uniform measurements e g feet and inches.
  - d) Capture vehicle volume
  - e) Utilize industry standard equations for all volume calculations
  - f) Capture drivers and certification team member unique identification numbers.
  - g) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data.
  - h) Must depict image and other identifying data.
  - i) Must contain counter area for total cubic yards hauled
  - j) Must employ anti-tampering mechanism
  - k) Capability to recertify vehicles
  - l) Recertified vehicles must be recorded in an audit table.
  - m) Certification data must be associated to authorized system user
  - n) Reject media which are not associated with current event and applicant
  - o) Capture vehicle audit records.
  - p) Create a printed certification record
  - q) Administrative reporting capabilities.
- 3 Debris Disposal Site Management Completed Per-Unit point of origin transactions must be received at the approved disposal site Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to.
- a) Accept site configuration data at the beginning of each work day.
  - b) Dynamically configure receiving application based on site configuration data.

- c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
  - d) Accept loads where
    - Mission and applicant are valid
    - Media authentication data is valid and unaltered
    - Media contains valid load data.
  - e) Designate debris type
  - f) Record debris volume (based on unit of measure).
  - g) Receive volume or per unit loads
  - h) Identify original load data
  - i) Identify duplicate load data.
  - j) Configure number of hard copies
  - k) Create load data record in internal storage
  - l) Create backup copy of internal storage
  - m) Prepare driver media for next load.
  - n) Increment driver smart card based on total CY counter value
  - o) Continuously calculate and present real-time disposal site statistics
  - p) Re-print load ticket data
  - q) Interface with durable outdoor printer
  - r) Preserve in its original state, and then transmit daily transaction data
  - s) Associate ticket/tower personnel credentials with each received load.
4. **Field Administrative Functions** The system must have the capability to perform administrative duties in the field Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/ tower personnel GPS audit logs At a minimum, the system must provide the capability to.

- a) Change ticket/tower personnel identification badge roles and responsibilities
  - b) Review media total CY counter value.
  - c) Audit vehicle certification data.
  - d) Validate/Invalidate smart cards
  - e) Reinitiate security sequence for ticket/tower personnel or media.
  - f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the City's secure server
5. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to
- a) Accept transactional data sets from multiple debris location systems
  - b) Recognize multiple mission/applicant configurations.
  - c) Grant access to authorized authenticated users or processes
  - d) Contain a master record of:
    - Roles and responsibilities.
    - Ticket/tower personnel credentials and other data.
    - Certification credentials and other data
    - Mission data
    - Applicant data
    - Geospatial data
      - Street centerlines.
      - City/County outlines
      - Population and demographic
      - Elevation.
      - Wetlands delineation.
      - Historic and Environmentally Sensitive areas.
      - Debris work zones
      - Parcel data.
      - Land use.
      - FEMA flood zones.
    - Graphically depict:
      - Load locations by contractor
      - Load locations by subcontractor

- Load locations by driver
- Load locations by ticket/tower personnel
- Load locations by date range
- Load locations by zone
- Load locations by applicant
- Load locations by mission
- Load locations by debris type
- Load locations by disposal site
- Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data.
- Select one of many points of data.
- Calculate operational efficiency statistics such as.
  - Trip Turnaround time
  - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles and greater than 61 miles).
  - Average container - fill percentage
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc
- Dynamically configure user interface in response to point data selection to limit user authorities.
- Multiple data selections generate tubular data reports
- Filter mechanism to highlight geospatial data
- Control data access using role-based security
- User interface and access to underlying system data must dynamically configure at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model.
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data.
- Prevent distributed data from being reprocessed for billing purposes.
- Identify billing data sets based on parameters such as
  - Time/Date
  - Contractor/Subcontractor
  - Debris type
  - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
  - Haul distance
- Route billing data sets via defined and customized workflow rules
- Approved billing data sets
- Communicate general event status e.g..
  - Total CY hauled (by debris type)

- Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned
  - Manage user roles, responsibilities and passwords.
  - Prevent modification to original data by unauthorized or unauthenticated users
  - Insert audit records into audit tables for all insertions, modifications, and deletions to original data.
- 6 Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security At a minimum, the system must.
- Require user authentication credentials
  - Display current version at application start-up.
  - Synchronized with Greenwich Mean Time (GMT) for all date/time fields
  - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
  - System must remain in a ready state by default.
  - Acknowledge successful card write via display status message.
  - Create identification structures which utilize encryption technologies
  - Employ anti-tamper and anti-tearing methods and technologies
  - Where applicable, utilize 3 DES data encryption technologies to protect data
  - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media.
- 7 Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security
- Utilize relational database technology.
  - Employ geospatial analysis tools for data visualization.
  - Enable audit ability for.
    - Data insertion
    - Data modification
    - Data deletion
  - Prevent field and row level data deletion
  - All access to data must be controlled
  - Store certification and other identification data using encrypted relational technology
  - Reside in a secure internet environment

- Preserve base transactional data in its original state prior to processing or consolidation with other data
8. Initial Startup Procedure for Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

**ATTACHMENT ‘B’**  
**RFP 2020- 003 PRICE SHEET**



Operations Contract Bid Sheet  
INVITATION/BID RFP2020-002 Emergency Response & Recovery Services  
OPENING DATE 2/12/20

| Unit                              | Field Name and Description Attachment "B"<br>(All Final Disposal Sites are Approved by the City Prior to Final Disposal) | Cost Per Unit | Estimated<br>Total Units | Total Cost |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|------------|
| <b>Collect &amp; Haul</b>         |                                                                                                                          |               |                          |            |
| CY                                | 0-15 miles Veg from ROW to DMS                                                                                           | \$7 95        | 1                        | \$7 95     |
| CY                                | 15.01-30 miles Veg from ROW to DMS                                                                                       | \$8 95        | 1                        | \$8 95     |
| CY                                | 30 01-60 miles Veg from ROW to DMS                                                                                       | \$9 95        | 1                        | \$9 95     |
| CY                                | Greater than 60 miles Veg from ROW to DMS                                                                                | \$10 95       | 1                        | \$10 95    |
| CY                                | Single price - Veg from ROW to DMS                                                                                       | \$9 50        | 1                        | \$9 50     |
| <b>Management and Reduction</b>   |                                                                                                                          |               |                          |            |
| CY                                | Grinding/Chipping vegetative debris                                                                                      | \$2 65        | 1                        | \$2 65     |
| CY                                | Air curtain burning vegetative debris                                                                                    | \$2 15        | 1                        | \$2 15     |
| CY                                | Open burning vegetative debris                                                                                           | \$1 65        | 1                        | \$1 65     |
| CY                                | Compacting vegetative debris                                                                                             | \$1.00        | 1                        | \$1 00     |
| CY                                | Preparation, Management & Segregating debris at Management Site (DMS)                                                    | \$1.45        | 1                        | \$1 45     |
| <b>C &amp; D Collect and Haul</b> |                                                                                                                          |               |                          |            |
| CY                                | 0-15 Miles C&D collect and removal                                                                                       | \$7 95        | 1                        | \$7 95     |
| CY                                | 15 01-30 Miles C&D collect and removal                                                                                   | \$8 95        | 1                        | \$8 95     |
| CY                                | 30 01-60 Miles C&D collect and removal                                                                                   | \$10 50       | 1                        | \$10.50    |
| CY                                | Greater than 60 Miles C&D collect and removal                                                                            | \$12 00       | 1                        | \$12 00    |
| <b>Final Disposal</b>             |                                                                                                                          |               |                          |            |
| CY                                | 0-15 Miles DMS to final disposal site                                                                                    | \$4 50        | 1                        | \$4 50     |
| CY                                | 15 01-30 Miles DMS to final disposal site                                                                                | \$6 75        | 1                        | \$6 75     |
| CY                                | 30 01-60 Miles DMS to final disposal site                                                                                | \$8 75        | 1                        | \$8 75     |
| CY                                | Greater than 60 Miles. DMS to final disposal site                                                                        | \$9 50        | 1                        | \$9.50     |
| CY                                | Single Price - DMS to final disposal site                                                                                | \$8 00        | 1                        | \$8 00     |
| CY                                | Tipping Fees (pass through cost with-out markup) (Vegetative)                                                            | pass thru     | 1                        | pass thru  |
| CY                                | Tipping Fees (pass through cost with-out markup) (Mixed)                                                                 | pass thru     | 1                        | pass thru  |
| CY                                | Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D                           | pass thru     | 1                        | pass thru  |
| <b>Tree Operations</b>            |                                                                                                                          |               |                          |            |
| Tree                              | 6" to less than 13" Hazardous Tree                                                                                       | \$55 00       | 1                        | \$55 00    |
| Tree                              | 13" to less than 25" Hazardous Tree                                                                                      | \$110.00      | 1                        | \$110 00   |
| Tree                              | 25" to less than 37" Hazardous Tree                                                                                      | \$250 00      | 1                        | \$250 00   |
| Tree                              | 37" to less than 48". Hazardous Tree                                                                                     | \$425 00      | 1                        | \$425 00   |
| Tree                              | 48" diameter and greater Hazardous Tree                                                                                  | \$600.00      | 1                        | \$600 00   |
| Hanger(s)                         | Hazardous limbs or hangers removal to be paid on per tree basis                                                          | \$80 00       | 1                        | \$80.00    |
| Stump                             | Greater than 24" to less than 49" diameter Hazardous stump removal                                                       | \$325 00      | 1                        | \$325 00   |
| Stump                             | 49" and greater diameter Hazardous stump removal                                                                         | \$425 00      | 1                        | \$425 00   |
| CY                                | Stump Fill Dirt ( Fill stump holes after removal)                                                                        | \$13 00       | 1                        | \$13 00    |
| <b>Specialty Removal</b>          |                                                                                                                          |               |                          |            |
| CY                                | Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)                                                      | \$26 50       | 1                        | \$26 50    |
| CY                                | Sand Collection and Screening                                                                                            | \$11 00       | 1                        | \$11.00    |
| Unit                              | Vehicle Removal                                                                                                          | \$150 00      | 1                        | \$150 00   |
| LF                                | Vessel Removal (Land)                                                                                                    | \$34 00       | 1                        | \$34 00    |
| LF                                | Vessel Removal (Marine)                                                                                                  | \$49.00       | 1                        | \$49 00    |
| Pound                             | Carcass Removal                                                                                                          | \$1 00        | 1                        | \$1 00     |
| Unit                              | ROW White Goods Removal                                                                                                  | \$35 00       | 1                        | \$35 00    |

|                                                                                        |                                                             |             |   |             |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------|---|-------------|
| Unit                                                                                   | Freon Management                                            | \$30 00     | 1 | \$30 00     |
| CY                                                                                     | Demolition of Private Structure                             | \$13 25     | 1 | \$13 25     |
| Unit                                                                                   | Electronic Waste                                            | \$35 00     | 1 | \$35 00     |
| CY                                                                                     | Silt Removal                                                | \$15 00     | 1 | \$15 00     |
| CY                                                                                     | Putrescent Removal                                          | \$19.00     | 1 | \$19 00     |
| Pound                                                                                  | Bio waste                                                   | \$6 00      | 1 | \$6 00      |
| Pound                                                                                  | Household Hazardous Waste (HHW) removal and disposal        | \$3 00      | 1 | \$3.00      |
| <b>Restoration</b>                                                                     |                                                             |             |   |             |
| CY                                                                                     | Lake Restoration (Berm Construction)                        | \$17.00     | 1 | \$17 00     |
| LF                                                                                     | Canal Shoreline Restoration                                 | \$19 75     | 1 | \$19.75     |
| Hour                                                                                   | Sr. Technician/Field Supervisor                             | \$63 00     | 1 | \$63 00     |
| Hour                                                                                   | Clerical Staff                                              | \$30 00     | 1 | \$30.00     |
| Hour                                                                                   | Clerical Supervisor                                         | \$48 00     | 1 | \$48 00     |
| <b>Optional Services</b>                                                               |                                                             |             |   |             |
| CY                                                                                     | Debris Removal and Restoration of Canals                    | \$42 50     | 1 | \$42 50     |
| Per Vehicle                                                                            | Motor Vehicles                                              | \$525 00    | 1 | \$525.00    |
| Per Vessel                                                                             | Boats                                                       | \$1,500.00  | 1 | \$1,500 00  |
| Hour                                                                                   | Hazardous Waste and Contaminated Debris Management          | \$1,400 00  | 1 | \$1,400.00  |
| Hour                                                                                   | Fire Suppression Support                                    | \$110.00    | 1 | \$110.00    |
| Gal.                                                                                   | Emergency Potable Water                                     | \$4 00      | 1 | \$4 00      |
| Lbs                                                                                    | Emergency Delivery of Ice                                   | \$4 90      | 1 | \$4 90      |
| Day                                                                                    | Temporary Bathrooms Showers, Kitchens and Feeding Locations | \$32,000 00 | 1 | \$32,000.00 |
| Day                                                                                    | Temporary Satellite Communications                          | \$75.00     | 1 | \$75 00     |
| Day                                                                                    | Emergency Power Generation                                  | **          | 1 | **          |
| Hour                                                                                   | Pumping and Water Relocation/Removal for Flood Control      | **          | 1 | **          |
| LF                                                                                     | Sewer, Culvert, and Catch Basin Cleaning                    | \$23 00     | 1 | \$23.00     |
| SF                                                                                     | Decontamination of Buildings and Facilities                 | \$8 00      | 1 | \$8.00      |
| CY                                                                                     | Mold Remediation                                            | \$48 00     | 1 | \$48 00     |
| <b>*****Vendor Acknowledged the Addendum*****</b>                                      |                                                             |             |   |             |
| <b>Definitions.</b>                                                                    |                                                             |             |   |             |
| *VEG=Vegetation                                                                        |                                                             |             |   |             |
| *ROW=Right-Of-Way                                                                      |                                                             |             |   |             |
| *DMS=Debris Management Site                                                            |                                                             |             |   |             |
| ** See Attached Hourly Fee Schedule                                                    |                                                             |             |   |             |
| the point of break, creating an immediate threat to a public use area or Right-of-Way. |                                                             |             |   |             |



## Generator Hourly Rates

| Equipment Type | Equipment Type | Capacity | Capacity | Notes    | Unit | Hourly Cost |
|----------------|----------------|----------|----------|----------|------|-------------|
| Generator      | Prime Output   | 5 KW     | to 10    |          | hour | 36.70       |
| Generator      | Prime Output   | 16 KW    | to 25    |          | hour | 42.45       |
| Generator      | Prime Output   | 43 KW    | to 65    |          | hour | 53.00       |
| Generator      | Prime Output   | 100 KW   | to 125   |          | hour | 80.90       |
| Generator      | Prime Output   | 150 KW   | to 240   |          | hour | 102.00      |
| Generator      | Prime Output   | 210 KW   | to 300   |          | hour | 119.45      |
| Generator      | Prime Output   | 280 KW   | to 400   |          | hour | 144.50      |
| Generator      | Prime Output   | 350 KW   | to 500   |          | hour | 158.70      |
| Generator      | Prime Output   | 530 KW   | to 750   |          | hour | 246.60      |
| Generator      | Prime Output   | 710 KW   | to 1000  |          | hour | 342.80      |
| Generator      | Prime Output   | 1100 KW  | to 1500  | Open     | hour | 520.60      |
| Generator      | Prime Output   | 2500 KW  | to 3000  |          | hour | 779.25      |
| Generator      | Prime Output   | 1,000 KW | to 1645  | Enclosed | hour | 747.70      |
| Generator      | Prime Output   | 1,500 KW | to 2500  | Enclosed | hour | 747.70      |
| Generator      | Prime Output   | 1100KW   | 2500     | Enclosed | hour | 726.10      |
| Generator      | Prime Output   | 40KW     | 60       |          | hour | 52.70       |
| Generator      | Prime Output   | 20KW     | 40       |          | hour | 50.65       |

\* Mobilization/Demobilization, Connection Hardware, Switchgear and Certified Electrician installation are all at cost, no markup.



## Pump Hourly Rates

| Equipment         | Capacity              | Capacity                |        | Notes                                   | Unit | Cost       |
|-------------------|-----------------------|-------------------------|--------|-----------------------------------------|------|------------|
| Hose, Discharge   | Diameter              | 3 In                    |        | Per 25 foot length. Includes couplings. | hour | \$0 21     |
| Hose, Discharge   | Diameter              | 4 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 34     |
| Hose, Discharge   | Diameter              | 6 In                    |        | Per 25 foot length. Includes couplings. | hour | \$0.84     |
| Hose, Discharge   | Diameter              | 8 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 84     |
| Hose, Discharge   | Diameter              | 12 In                   |        | Per 25 foot length Includes couplings   | hour | \$1 26     |
| Hose, Discharge   | Diameter              | 16 In                   |        | Per 25 foot length Includes couplings   | hour | \$2 40     |
| Hose, Suction     | Diameter              | 3 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 42     |
| Hose, Suction     | Diameter              | 4 In                    |        | Per 25 foot length Includes couplings.  | hour | \$0.50     |
| Hose, Suction     | Diameter              | 6 In                    |        | Per 25 foot length Includes couplings   | hour | \$1 61     |
| Hose, Suction     | Diameter              | 8 In                    |        | Per 25 foot length. Includes couplings  | hour | \$1 54     |
| Hose, Suction     | Diameter              | 12 In                   |        | Per 25 foot length Includes couplings   | hour | \$2 40     |
| Hose, Suction     | Diameter              | 16 In                   |        | Per 25 foot length Includes couplings   | hour | \$4 41     |
| Pump - Trash Pump | 10 MTC                | 2" Pump                 | to 7   | 10,000 gph                              | hour | \$ 39.25   |
| Pump              | Centrifugal, 8M pump  | 2" - 10,000 gal/hr.     | to 4.5 | Hoses not included                      | hour | \$ 40 55   |
| Pump              | Diaphragm pump        | 2" - 3,000 gal/hr       | to 6   | Hoses not included                      | hour | \$ 41 45   |
| Pump              | Centrifugal, 18M pump | 3" - 18,000 gal/hr pump | to 10  | Hoses not included.                     | hour | \$ 43.20   |
| Pump              |                       |                         | to 15  | Hoses not included.                     | hour | \$ 46.42   |
| Pump              |                       |                         | to 25  | Hoses not included                      | hour | \$ 51 04   |
| Pump              |                       |                         | to 40  | Hoses not included                      | hour | \$ 55 10\$ |
| Pump              | 4" - 40,000 gal/hr.   | 4" - 40,000 gal/hr      | to 60  | Hoses not included                      | hour | \$ 69 94   |
| Pump              |                       |                         | to 95  | Hoses not included                      | hour | \$ 76 80   |
| Pump              |                       |                         | to 140 | Hoses not included.                     | hour | \$ 83 10   |



|      |  |  |        |                         |      |           |
|------|--|--|--------|-------------------------|------|-----------|
| Pump |  |  | to 200 | Hoses not included.     | hour | \$ 102.00 |
| Pump |  |  | to 275 | Does not include Hoses  | hour | \$125 60  |
| Pump |  |  | to 350 | Does not include Hoses  | hour | \$ 146 80 |
| Pump |  |  | to 425 | Does not include Hoses  | hour | \$ 167 25 |
| Pump |  |  | to 500 | Does not include Hoses. | hour | \$ 191 60 |
| Pump |  |  | to 575 | Does not include Hoses  | hour | \$ 218.65 |
| Pump |  |  | to 650 | Does not include Hoses  | hour | \$ 251 60 |

*\* Mobilization/Demobilization, Additional Hardware, and Pump installation are all at cost, no markup*

## **ITEM 7.L**

### **DISASTER RESPONSE SERVICES CONTRACT EXTENSION - DEBRIS MONITORING CONTRACT WITH THOMPSON CONSULTING SERVICES**

#### **Request**

Approval to extend the Disaster Response Services Contract for debris monitoring with Thompson Consulting Services for one year.

#### **Explanation**

On March 17, 2020, the City Commission approved the selection of Thompson Consulting Services for the Disaster Response Services Contract for Debris Monitoring. This contract was for one year with the option of four (4) one-year extensions. The contract will expire on March 23, 2022.

Under this contract, Thompson Consulting Services will work hand in hand with the debris removal contractor(s) to ensure that all debris is properly accounted for and processed in the correct way so that the City will be eligible for federal/state reimbursement.

Staff would like to request approval to extend this contract for one-year with a new expiration date of March 23, 2023.

#### **Recommendation**

Staff recommends City Commission approval to extend the Disaster Response Service Contract for debris monitoring with Thompson Consulting Services for one-year with a new expiration date of March 23, 2023.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. Thompson Consulting Service Contract Extension Agreement 2022-23
2. Thompson Consulting Service and City - Emergency Response and Disaster Debris Monitoring Agreement (3-23-2020)

## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **City of Kissimmee**, A Florida municipal corporation hereinafter termed the “Owner”, and **Thompson Consulting Services**, hereinafter termed the “Contractor”.

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

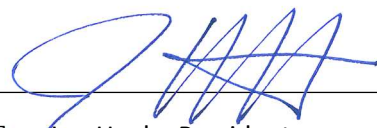
1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2023.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

THOMPSON CONSULTING SERVICES, LLC

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Jon Hoyle, President

DATE: \_\_\_\_\_

DATE: January 20, 2022

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and THOMPSON  
CONSULTING SERVICE**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **Thompson Consulting Services, LLC.**, whose address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Fl. 32746 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services", and

**WHEREAS**, CITY advertised RFP 2020-003 Titled "Disaster Debris Monitoring" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Thompson Consulting Services, LLC. is qualified to provide the services and awarded the contract to Thompson Consulting Services, LLC consistent with the terms, conditions and requirements of the RFP; and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ, and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

- 1     **RECITALS** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement
2.     **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.
- 3     **SCOPE OF SERVICES** CONTRACTOR shall provide emergency disaster debris monitoring services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding



part hereof Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit "B" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto CONTRACTOR's services are further enumerated and described in Attachment "A "

4 **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that.

- a CONTRACTOR has the experience and skill to perform the services required by this Agreement
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY
- c CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance
- d CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY
- e CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement
- f Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance.
- g Contractor agrees to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)

- h. Contractor shall comply with the provisions of 40 U S C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours

5 **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6 **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice

7 **INSURANCE REQUIREMENTS**

a **Proof of Insurance:** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance Such certificates shall clearly show the insurance coverage required under this Agreement In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance In the event of non-payment of premium not less than (10) days advance notice in writing shall be required Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

b **Waiver of Subrogation.** The Contractor and its Subcontractors shall require their

insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors.

- c. Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d. Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.
- e. Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9 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

- 10 **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 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.
- 11 **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 damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged 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, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement
- 13 **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by CITY,
- 14 **PUBLIC RECORDS LAW** The 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 Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.org](mailto:cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the 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 the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The 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 the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the 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 the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119 10
- g Any and all time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- h CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 1 The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement
- 15 **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida
- 16 **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 this Agreement.
17. **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 the CITY may have, or of future rights to enforce compliance
- 18 **NOTICES** All notices and demands shall be sent U S Certified Mail, return receipt to

**As to CONTRACTOR:**

Thompson Consulting Services, LLC.  
Jon Hoyle, President  
1135 Townpark Avenue, Suite 2101  
Lake Mary, Fl. 32746

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St., 5<sup>th</sup> Floor  
Kissimmee, FL 34741

- 19 **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties 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

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control

*Signature Page to Follow*



IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below



**CONTRACTOR**

By: [Signature]

Title President

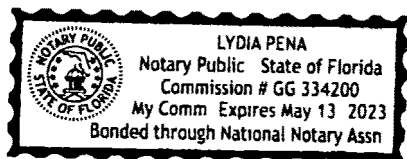
Date: 3/4/20

STATE OF FLORIDA  
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of MARCH, 2020, by Jon Hoyle as President of Thompson Consulting, LLC, a Florida corporation, who is personally known to me or has produced identification

Notary Seal

Notary Lydia Pena  
Print Name: Lydia Pena  
My Commission Expires. May 13, 2023



**CITY OF KISSIMMEE**

By: [Signature]  
Jose Alvarez, Mayor-Commissioner

Date: March 23, 2020



ATTEST:

[Signature]  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency.

[Signature]  
City Attorney

**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-003**

**DEBRIS MONITORING SERVICES**

Disaster Response Administrations and Documentation. Upon notification by the City, the Consultant/Contractor will provide the following services.

- A. Assign a project manager, who will be responsible for the monitoring of all debris contractors/teams. The assigned project manager will oversee the Consultant/Contractor monitoring teams and will be designated as the City of Kissimmee's point of contact (POC) The project manager will be provided operating space at City Hall, 101 Church Street, Kissimmee, Florida, 34741 or other location as determined by the City The assigned project manager will assign operation managers to oversee each individual debris recovery contractor/team The City will provide the assigned project manager with all of the necessary resources and other agency support to ensure completion of the task in a timely manner. The City will provide the assigned project manager with detailed implementation instructions from all agencies who are tasked to support debris removal The Project Manager's responsibilities will also include
- 1 Coordinating daily briefings, work progress, staffing, and other key items with the City
  - 2 Scheduling work for all debris team members and contractors on a daily basis
  - 3 Scheduling and managing field staff
  - 4 Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery process/work
  - 5 Assisting the City with responding to public concerns and comments
  - 6 Conducting safety inspections
  7. Ensuring compliance with contracts by all subcontractors.
  - 8 Scheduling and running periodic meetings with field staff and contractors
  - 9 Oversight of the FEMA/FHWA reimbursement process and procedures
- B A project management team consisting of the following members at a minimum shall be established.
1. Project Manager

- 2 Operations Manager(s)
- 3 FEMA Coordinator
- 4 Scheduler/Expeditors
- 5 GIS Analyst
6. Computer Analyst
7. Field Supervisor(s)
8. Debris Site/Tower Monitors
9. Environmental Specialist
- 10 Project Inspectors (Citizen Site Monitors)
- 11 Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- 12 Billing and Invoice Analysts
- 13 Administrative Assistant(s)
- 14 Field Coordinators (Crew Monitors)

C. The Consultant/Contractor may use other required positions as necessary with the written approval of the City's Public Works Director. All such positions and applicable hourly rates shall be listed in the cost proposal form.

D Services Provided by Consultant/Contractor Include.

- 1 Operational Reports and Record Documentation The Consultant/Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 8.00 a.m. to a distribution list established by the City Public Works Director. Each daily report submitted will contain the following minimum information
  - a) Contractor Name and contact information, including a mobile number.
  - b) Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed processed and hauled. All tickets are to be verified for correctness within 24 hours of debris pick-up.
  - c) In order to have consistency, a reporting structure and format shall be provided to the Contractor/Consultant and to the contract administrator for the City

- d) GIS mapping data updates and digitized reports
  - e) All GIS layers required will be provided to the Contractor by the City of Kissimmee Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in the field structure All GIS data must be in an ESRI format 8.3 or higher version Personnel geo-database is acceptable
  - f) Scanned documents should be at a minimum 300 dpi and in jpg, tiff or PDF file format
  - g) The Consultant/Contractor shall review and validate debris removal, contractor(s) invoices prior to submission to the City for processing Such documentation shall be digitized along with all source documentation (such as load tickets) and supplied to the City with each invoice
  - h) The Consultant/Contractor will prepare and submit detailed cost reimbursement form(s) for overhead expenses These will be documented with backup point-of-sale receipts and confirmations to the greatest extent possible (i e lodging receipts, rental agreements, equipment logs, mileage logs, per diem daily registers, etc.).
- 2 Technical Expertise and Guidance As directed by the City, the Consultant/Contractor shall provide.
- a) A comprehensive emergency management plan to include plan development, plan review, and plan revisions.
  - b) Damage assessment to include plan development, procedure development, staff training, and staff augmentation
  - c) Damage assessment of facilities
  - d) A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation
  - e) Development of debris plan to include staff training
  - f) Project management to include the formulation and management of permanent work projects, task force management and management services for Commissioners, Boards and Panels
  - g) Technical support and assistance in developing public information.
  - h) Aerial photographs per Kissimmee Public Works specifications will be flown monthly (of the debris sites or other areas as designated or requested by the City).
  - i) Other reports and data as required by the City
- 3 Other Services. As directed by the City, the Consultant/Contractor may provide the following

- a) Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested
- b) Preliminary Damage Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster
- c) Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event
- d) Digitization of all source documentation such as load tickets and supplies to the City with each invoice

#### 4 Final Report.

- a A final report will be prepared by the Consultant/Contractor and will be submitted to a distribution list as established by the City Public Works Director within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusions of all related operations. At a minimum the following information will be included in this report.
- b Discussion on disaster response requirements and results
- c Recommendations for future disaster response strategies
- d Stopping work in progress that is not being performed or documented in the appropriate manner
- e Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas
- f Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received
- g Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- h Maintaining digital photo documentation of recovery work on a weekly basis.
- i Aerial photography on a monthly basis

#### 5. Meetings and Communications

Open and timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Consultant/Contractor will meet with City representatives as directed by and coordinated with the City. Consultant/Contractor will attend a

pre-proposal conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Consultant/Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

6. Field Monitoring

Consultant/Contractor will provide a **Quality Control Team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the-art technology, which includes digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

C. Response Time/Mobilization. The Consultant/Contractor shall comply with the following requirements:

1. Reporting to City Hall – The project manager and at the discretion other key personnel shall report to City Hall at a minimum of twenty four (24) hours prior to a hurricane event. For other natural or manmade disasters, the Consultant/Contractor shall report within six (6) hours after notification.

2. Debris Sites – The Consultant/Contractor shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum, monitoring shall consist of the following personnel:

- Two staff per debris site
- One staff per debris recovery crew

D. Responsibilities of the Quality Control Team include

1. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
2. Inspecting means and methods to measure and record work and recommending changes that may be needed.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

- 5 Checking work in process to make sure that the proper work authorizations permits, and other prerequisites have been received
- 6 Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate
7. Maintaining digital photo and GPS documentation of recovery work on a weekly basis
- 8 Aerial photography on a monthly basis

E Review, Permits, Licenses and Certifications

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant/Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Consultant/Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work includes but not limited to the following:

- 1 Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- 2 Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack- monitoring permit, fugitive emissions (dust) control permit.

F. Assessment of debris accumulation in drainage canals.

Consultant/Contractor will assist the City in assessing and documenting the debris accumulation and damage in Kissimmee drainage canals and provide the City with GIS map(s) depicting canals requiring focused maintenance, with GIS files and maps

G. Event Closure.

Consultant/Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA/FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Consultant/Contractor will assist in reviewing and processing requests for payment by the disaster debris removal contractors

H. Schedule.

Consultant/Contractor will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on attached Form-1 herein. Should these services be required for a longer period, Consultant/Contractor will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Form. A revised cost will be negotiated.

Consultant/Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the project manager will provide daily updates on debris removed and estimate the time remaining for job completion.



**ATTACHMENT "B"**  
**RFP 2020- 003 PRICE SHEET**

**RFP2020-003 PRICE SHEET**  
**THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL**  
**DISASTER DEBRIS MONITORING SERVICES**  
**(NON-SHELTERED MARKET)**

Page 1 of 2

CITY OF KISSIMMEE PUBLIC WORKS AND ENGINEERING DEPARTMENT, 101 CHURCH ST, KISSIMMEE, FL 34741

**In accordance with the General conditions, Special Instructions to Proposers, Specifications and Requirements, the undersigned Proposals offers the following**

**BASIS FOR AWARD** Award shall be based on grand total submitted amount. Proposer must bid all line items to be considered responsive

All blanks are filled in; Proposal SHEET attached to the completed "Request for Proposal" and returned herewith.

| No | COMMODITY CODE/DESCRIPTION                   | UNIT PRICE | HRS |   | UNIT PRICE | EST TOTAL ANNUAL COST |
|----|----------------------------------------------|------------|-----|---|------------|-----------------------|
| 1  | Project Manager                              | \$ 69.00   | 1   | x | \$ 69.00   | \$ 69.00              |
| 2  | Operations Manager                           | \$ 59 00   | 1   | x | \$ 59.00   | \$ 59 00              |
| 3  | FEMA Coordinator                             | \$ 85 00   | 1   | x | \$ 85 00   | \$ 85.00              |
| 4  | Scheduler/Expeditors                         | \$ 18 50   | 1   | x | \$ 18 50   | \$ 18.50              |
| 5  | GIS Analyst                                  | \$ 55.00   | 1   | x | \$ 55.00   | \$ 55 00              |
| 6  | Computer Analyst                             | \$ 65 00   | 1   | x | \$ 65 00   | \$ 65 00              |
| 7  | Field Supervisor(s)                          | \$ 49 00   | 1   | x | \$ 49 00   | \$ 49 00              |
| 8  | Debris Site/Tower Monitors                   | \$ 33 50   | 1   | x | \$ 33 50   | \$ 33.50              |
| 9  | Environmental Specialist                     | \$ 55.00   | 1   | x | \$ 55.00   | \$ 55.00              |
| 10 | Project Inspector(s)/Citizen Site monitor(s) | \$ 32.50   | 1   | x | \$ 32.50   | \$ 32 50              |
| 11 | Load Ticket Data Entry Clerk                 | \$ 18 50   | 1   | x | \$ 18 50   | \$ 18 50              |
| 12 | Billing/Invoice Analysts                     | \$ 55 00   | 1   | x | \$ 55 00   | \$ 55.00              |
| 13 | Administrative Assistants                    | \$ 26 50   | 1   | x | \$ 26 50   | \$ 26 50              |
| 14 | Field Coordinator(s)/Crew Monitor(s)         | \$ 35 00   | 1   | x | \$ 35 00   | \$ 35 00              |

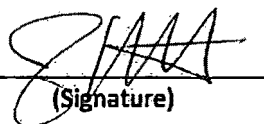
|                              |           |  |   |           |           |
|------------------------------|-----------|--|---|-----------|-----------|
| <b>Total Estimated Cost:</b> | \$ 656 50 |  | x | \$ 656 50 | \$ 656 50 |
|------------------------------|-----------|--|---|-----------|-----------|

NAME OF COMPANY SUBMITTING:  
ADDRESS OF COMPANY SUBMITTING:

Thompson Consulting Services, LLC  
1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

  
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

       We do not take exception to Specifications.

(initial)

  X   We take exception to Specifications as follows:

(initial)

See attached Exceptions sheet.

(attach additional sheets, if necessary)

COMPANY NAME Thompson Consulting Services, LLC

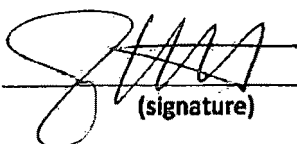
COMPANY ADDRESS 1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON  
THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.  
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY:

  
(signature)

DATE: 1/30/2020

Jon Hoyle, President

(typed name/title of signer)

TELEPHONE NO.: (407) 792-0018 FAX NO.: (407) 878-7858

## **ITEM 8.A**

### **APPROVAL OF COMPONENTS FROM THE CITY'S PROPOSED STRATEGIC PLAN FOR FISCAL YEAR 2022-23**

#### **Request**

Request approval of key components from the City of Kissimmee's "2036 Strategic Vision" for the 2022-23 fiscal year.

#### **Explanation**

Each year the City Commission holds an annual planning retreat to develop priorities and a vision that ultimately forms the City of Kissimmee's Strategic Plan.

The draft Strategic Plan was developed from this year's annual planning retreat held in January. The retreat identified and ranked both Policy & Management Targets for Action for fiscal year 2022-23 as well as five- and fifteen-year long-term goals and visions for the City.

As part of the overall planning process, each City department will also identify a series of strategies to be carried out during the 2022-23 fiscal year; all Strategies & Initiatives will directly support the Commission's short- and long-term vision.

The approved Targets for Action will be utilized in preparing the budget for the upcoming fiscal year.

#### **Recommendation**

Staff recommends approval of the 2022-23 Fiscal Year's Commission Action Agenda and Strategic Plan components created by the City Commission during the City's annual planning retreat held in January 2022.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Manager

Presenter: Mike Steigerwald

#### **Attachment(s):**

1. Strategic Plan Elements for FY 2022-23

# **STRATEGIC PLANNING FOR THE CITY OF KISSIMMEE**

# Strategic Planning Model for the City of Kissimmee

Value-based principles that  
describe the preferred  
future in 15 years

## VISION

Destination  
“You Have Arrived”

Strategic goals that focus  
outcome-based objectives and  
potential actions for 5 years

## PLAN

Map  
“The Right Route”

Focus for one year – a work  
program: policy agenda for  
Mayor and Commission,  
management agenda for staff;  
major projects

## EXECUTION

Itinerary  
“The Right Direction”

Principles that define the  
responsibility of City  
government and frame the  
primary services – core service  
businesses

## MISSION

Vehicle  
“The Right Bus”

Personal values that define  
performance standards and  
expectations for employees

## CORE BELIEFS

Fuel  
“The Right People”

# ***Kissimmee Vision 2036***

## **KISSIMMEE 2036: It's**

***Our VIBRANT DOWNTOWN AND LAKEFRONT*** <sup>(A)</sup>

***Our LIVABLE NEIGHBORHOODS*** <sup>(B)</sup>

***Our DIVERSE LOCAL ECONOMY*** <sup>(C)</sup>

***Our SAFE AND ATTRACTIVE COMMUNITY*** <sup>(D)</sup>

***Our INCLUSIVE FAMILY-ORIENTED COMMUNITY*** <sup>(E)</sup>

***HOMETOWN PRIDE IN KISSIMMEE.*** <sup>(H)</sup>

**Make us UNIQUE!**

# ***City of Kissimmee Goals for 2027***

**Stronger Kissimmee Economy with More Quality Jobs**



**Livable Community for all**



**Best Services, Financially Sound City**



**Effective Transportation System Growth**



**Vibrant Downtown and Beautiful Lakefront**



# **Kissimmee Policy Agenda 2022-23 Targets for Action**

## **TOP PRIORITY**

Homeless Services Center & Shelter: Design & Construction

Homeless Services Center & Shelter Management Partner: Selection

Affordable Housing Project on TWA Property: Environmental Clean-Up & Project Direction

Airport Control Tower: Advocacy & City Actions

Community Events & Festivals: Evaluation, Direction, and Funding

Local Options Infrastructure Sales Tax: Projects, Ballot Language, & Community Education

Work Force Program: Outcomes, Best Practices, Report with Options and Direction

## **HIGH PRIORITY**

Downtown Trolley Service: Goals, Best Practices, Report with Options

Road Resurfacing Program: Funding, Options and City Action

Non-Profit Funding/Social Service Funding: Evaluation, Direction & Guidelines

Defense Presence at Kissimmee Airport: Options, Direction and City Actions

Community Childcare: Problem Analysis, Options, City Role & Directions

Job Training & Workforce Development: Goals, City Role, Direction & Funding

Downtown Hotel Development: Report with Options & Direction

# Kissimmee

## Policy Agenda 2022-23

| ► Policy Targets for Action |                                                                                             | PRIORITY |     |      |
|-----------------------------|---------------------------------------------------------------------------------------------|----------|-----|------|
|                             |                                                                                             | PRIORITY | TOP | HIGH |
| 2                           | 1. Homeless Services Center & Shelter: Design and Construction                              | TOP      | 5   | -    |
| 2                           | 2. Affordable Housing Project on TWA Property: Environmental Clean-Up and Project Direction | TOP      | 5   | -    |
| 1                           | 3. Airport Control Tower: Advocacy and City Actions                                         | TOP      | 3   | -    |
| 2                           | 4. Community Events & Festivals: Evaluation, Direction, and Funding                         | TOP      | 5   | -    |
| 2                           | 5. Homeless Services Center & Shelter Management Partner: Direction                         | TOP      | 3   | -    |
| 3                           | 6. Local Options Infrastructure Sales Tax: Projects, Ballot Language, & Community Education | TOP      | 3   | -    |
| 3                           | 7. Work Force Program: Outcomes, Best Practices, Report with Options, & Direction           | TOP      | 3   | -    |
| 4                           | 8. Downtown Trolley Service: Goals, Best Practices, Report with Options & Direction         | HIGH     | 0   | 4    |

\*Number in far left column relates to the Goal that the Action associated.

# Kissimmee

## Policy Agenda 2022-23

| ► Policy Targets for Action |                                                                                                                   | PRIORITY |     |      |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------|----------|-----|------|
|                             |                                                                                                                   | PRIORITY | TOP | HIGH |
| 4                           | 9. Road Resurfacing Program: Funding, Options and City Action                                                     | HIGH     | 2   | 3    |
| 3                           | 10. Non-Profit Funding/Social Service Funding: Evaluation, Direction and Guidelines                               | HIGH     | 2   | 3    |
| 1                           | 11. Defense Presence at Kissimmee Airport: Options, Direction and City Actions                                    | HIGH     | 1   | 3    |
| 2                           | 12. Community Childcare: Problem Analysis, Options, City Role and Directions                                      | HIGH     | 1   | 3    |
| 1                           | 13. Job Training and Workforce Development: Goals, City Role, Direction and Funding                               | HIGH     | 0   | 3    |
| 5                           | 14. Downtown Hotel Development: Report with Options and Direction                                                 | HIGH     | 0   | 3    |
| 4                           | 15. Bus Service Expansion: Direction and Funding (including Express Buses and Express Bus Lane during peak hours) |          | 2   | 2    |
| 1                           | 16. 192 Corridor Revitalization: Goals, City Roles, Direction and City Actions                                    |          | 0   | 2    |

# Kissimmee

## Policy Agenda 2022-23

| ► Policy Targets for Action |                                                                                                                        | PRIORITY |     |      |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------|----------|-----|------|
|                             |                                                                                                                        | PRIORITY | TOP | HIGH |
| 3                           | 17. Guardian Program Expansion: Direction and Funding                                                                  |          | 0   | 2    |
| 2                           | 18. North Lake Toho Water Quality: Advocacy and City Actions                                                           |          | 1   | 1    |
| 5                           | 19. Holiday Lights/Celebration Enhancements: Commissioner Input, Report with Options, Plan Review, Direction & Funding |          | 1   | 1    |
| 5                           | 20. Band Shell/Pavilion: Next Steps                                                                                    |          | 1   | 1    |
| 4                           | 21. Hoagland Boulevard Widening: State Advocacy                                                                        |          | 0   | 1    |
| 4                           | 22. John Young Parkway (South) Widening Project: State Advocacy                                                        |          | 0   | 1    |
| 1                           | 23. Airport Master Plan: Development                                                                                   |          | 0   | 1    |
| 5                           | 24. Sense of Place –Bright Umbrellas: Concept, Options, Direction and Funding                                          |          | 0   | 1    |

# Kissimmee

## Policy Agenda 2022-23

| ► Policy Targets for Action |                                                              | PRIORITY |     |      |
|-----------------------------|--------------------------------------------------------------|----------|-----|------|
|                             |                                                              | PRIORITY | TOP | HIGH |
| 3                           | 25. Fire Explorer Program Development: Direction and Funding |          | 0   | 1    |
|                             | 26.                                                          |          |     |      |
|                             | 27.                                                          |          |     |      |
|                             | 28.                                                          |          |     |      |
|                             | 29.                                                          |          |     |      |
|                             | 30.                                                          |          |     |      |
|                             | 31.                                                          |          |     |      |
|                             | 32.                                                          |          |     |      |

# **Kissimmee Management Agenda 2022-23 Targets for Action**

## **TOP PRIORITY**

Beaumont Development – Phase 1: Construction

Airport Fire Station #5 at Kissimmee Gateway Airport: Design & Construction

Park Place Behavioral Health Expansion Project: Update Report & Permitting

Berlinsky Community House Replacement: Design, Funding, & Construction

After School Programs Expansion:  
Needs Assessment, Report with Options, Direction, & Funding

Federal/State Legislative Agenda: Advocacy

Medical Arts District: Marketing Material Update & Commission Report

## **HIGH PRIORITY**

Lancaster Ranch Park Phase 1 Development: Design & Construction

Senior Programs Expansion:  
Needs Assessment, Best Practices, Report with Options, Direction, & Funding

Noise Ordinance: Revision

Parks & Recreation Department Performance: Report

Traffic Signs & Markings Program: Implementation

Civic Center Remodel Project: Design, Funding, & Construction

Airport Economic Development Projects: Support

Inclusionary Zoning for Low-Income Housing Units: Report and Direction

# Kissimmee Management Agenda 2022-23

| ► Management Targets for Action |                                                                                                                             | PRIORITY |     |      |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------|-----|------|
|                                 |                                                                                                                             | PRIORITY | TOP | HIGH |
| 1                               | 1. Beaumont Development – Phase 1: Construction****                                                                         | TOP      | 3   |      |
| 1                               | 2. Airport Fire Station #5 at Kissimmee Gateway Airport: Design and Construction                                            | TOP      | 3   | -    |
| 2                               | 3. Park Place Behavioral Health Expansion Project: Update Report and Permitting                                             | TOP      | 3   | -    |
| 2                               | 4. Berlinsky Community House Revitalization: Design, Funding, & Construction                                                | TOP      | 3   | -    |
| 2                               | 5. After School Programs Expansion: Needs Assessment, Best Practices, Report with Options, Direction, City Role and Funding | TOP      | 3   | -    |
| 3                               | 6. Federal/State Legislative Agenda: Advocacy                                                                               | TOP      | 3   | -    |
| 1                               | 7. Medical Arts District Expansion: Marketing Material Update & Commission Report                                           | TOP      | 3   | 1    |
| 2                               | 8. Lancaster Ranch Park Phase 1 Development: Design & Construction                                                          | HIGH     | 1   | 4    |

# Kissimmee Management Agenda 2022-23

| ► Management Targets for Action |                                                                                                         | PRIORITY |     |      |
|---------------------------------|---------------------------------------------------------------------------------------------------------|----------|-----|------|
|                                 |                                                                                                         | PRIORITY | TOP | HIGH |
| 2                               | 9. Senior Programs Expansion: Needs Assessment, Best Practices, Report with Options, Direction, Funding | HIGH     | 2   | 4    |
| 2                               | 10. Noise Ordinance: Revision                                                                           | HIGH     | 2   | 3    |
| 3                               | 11. Parks & Recreation Department Performance: Report                                                   | HIGH     | 2   | 3    |
| 4                               | 12. Traffic Signs & Markings Program: Implementation                                                    | HIGH     | 2   | 3    |
| 5                               | 13. Civic Center Remodel Project: Design, Funding & Construction                                        | HIGH     | 2   | 3    |
| 1                               | 14. Airport Economic Development Projects (12)                                                          | HIGH     | 1   | 3    |
| 2                               | 15. Inclusionary Zoning for Low-Income Housing Units: Report and Direction                              | HIGH     | 1   | 3    |
| 3                               | 16. Ambulance Service Fees: Report & Direction                                                          |          | 0   | 2    |



# Kissimmee Management Agenda 2022-23

| ► Management Targets for Action |                                                                                                | PRIORITY |     |      |
|---------------------------------|------------------------------------------------------------------------------------------------|----------|-----|------|
|                                 |                                                                                                | PRIORITY | TOP | HIGH |
| 3                               | 17. Commercial Solid Waste: Report & Direction                                                 |          | 0   | 2    |
| 1                               | 18. NEO-City Development: Monitoring and Update Report                                         |          | 1   | 1    |
| 1                               | 19. Cirrus Manufacturer Customer Service: Funding for Infrastructure                           |          | 1   | 1    |
| 5                               | 20. Makinson Hardware Redevelopment Project                                                    |          | 1   | 1    |
| 5                               | 21. Ruby/Emmett Mixed Use Development Project                                                  |          | 1   | 1    |
| 4                               | 22. Mobility Fee Ordinance: Update                                                             |          | 1   | 1    |
| 2                               | 23. Sign Code: Revision                                                                        |          | 0   | 1    |
| 2                               | 24. Safety in Parks with Vehicles (go-carts): Problem Analysis, Report with Options, Direction |          | 0   | 1    |

# Kissimmee Management Agenda 2022-23

| ► Management Targets for Action |                                                                                  | PRIORITY |     |      |
|---------------------------------|----------------------------------------------------------------------------------|----------|-----|------|
|                                 |                                                                                  | PRIORITY | TOP | HIGH |
| 3                               | 25. Fleet Space & Staffing: Study and Direction                                  |          | 0   | 1    |
| 5                               | 26. Downtown Wayfinding Signs: Implementation                                    |          | 0   | 1    |
| 2                               | 27. Citywide Security Initiative: Direction and Funding                          |          | 0   | 0    |
| 3                               | 28. Management Succession Planning & Program: Development, Options and Direction |          | 0   | 0    |
| 3                               | 29. Cyber Security: Options & Funding                                            |          | 0   | 0    |
| 2                               | 30. Tree Service Contract: Direction                                             |          | 0   | 0    |
|                                 | 31.                                                                              |          |     |      |
|                                 | 32.                                                                              |          |     |      |