



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 17, 2022 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Proclamation - The Welcome Table Ministries

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - Final Reading - Ordinance amending the Zoning designation of several properties through the Form-Based Code area: ZMA-22-0002 - Proposed Ordinance 22-13

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

- 4.B Public Hearing - First Reading - Transmittal Hearing for Ordinance amending the Future Land Use designation to establish MU-V (Mixed Used Vine); LUPA-22-0004 - Proposed Ordinance 22-12

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

- 5. PUBLIC HEARINGS**
- 6. HEAR AUDIENCE**

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

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

- 7.A Approval of City Commission Minutes from the April 19, 2022 and May 3, 2022 meetings

- 7.B Change Order No. 2 with Gomez Construction for Electrical Vault Project at Kissimmee Gateway Airport
- 7.C Mach1 Aviation Economic Development Contract Amendment
- 7.D Award of Contract for Continuing Surveying Services
- 7.E Amendment No. 2 to the Contract with Kelly, Collins & Gentry, Inc. (KCG) for construction plans update of the South 2A Lancaster Loop – Shingle Creek Regional Trail Project
- 7.F Resolution to Adopt the Program for Public Information related to the City's Community Rating System under FEMA's National Flood Insurance Program.
- 7.G Approval to Donate Surplus Storage Units to the Osceola County Sheriff's Office
- 7.H Supplemental Agreement to the Professional Service Agreement with AVCON, Inc. to update the Airport Electrical Vault Project
- 7.I Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Gitibin & Associates, Inc. dba Go Rentals
- 7.J Approval of a Space Use Permit at the Airport for Jr. Davis Construction Company, Inc
- 7.K Chambers Park Community Center Roof Replacement
- 7.L Resolution authorizing the City to submit and accept a 2022 Cultural Facilities Program Grant through the Florida Division of Cultural Affairs for the Berlinsky Community House Rebuild
- 7.M Transfer from Building Fund Reserves for a new position and associated equipment for the Building Division of Development Services
- 7.N Shingle Creek at Yates Pioneer Village - Final Plat (DRC# SR-21-0001)
- 7.O Award BID2022-005 for fireworks to Zambelli Fireworks of Florida for City of Kissimmee's Monumental July 4th Celebration

8. DISCUSSION ITEMS

- 8.A Annual Advisory Board Appointments/Reappointments and Vacancies

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 Commission Meeting 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.

Commission Meeting – May 17, 2022

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

ITEM 3.A

Proclamation - The Welcome Table Ministries

Request

The request is for the City Commission to present a Proclamation in honor of "The Welcome Table Ministries".

Explanation

N/A

Department: City Manager
Presenter:

Attachment(s):

1. The Welcome Table Ministries

Proclamation



THE WELCOME TABLE MINISTRIES, INC

WHEREAS, the Welcome Table Ministries, was founded in May of 2000 by Deacon Mr. Carlton A. Tynes and his wife, Dr. Sandra N. Tynes, who had a joint vision to establish a ministry dedicated to serve others, and

WHEREAS, although Deacon Tynes transitioned in December of 2019, the Welcome Table Ministries continues its good work under co-founder Dr. Sandra Nixon Tynes, with an ardent and unwavering mandate to serve the hopeless, the hungry, the homeless, and the helpless among us; and

WHEREAS, since it's inception the Welcome Table Ministries has served over 29,000 hot, nutritious, home-cooked meals; and continue to provide, confidential counseling, free resumes, free tutoring in English Language Arts, special holiday treats/gifts, emergency groceries, monetary crisis assistance, in addition to traditional religious services ; and

WHEREAS, the Welcome Table Ministries has touched the lives of many in countless ways and strives to fulfill its mission to **"Share the sweet love of Jesus Christ one hot meal and one act of kindness at a time"**; and

NOW, THEREFORE, we the City Commission of the City of Kissimmee congratulate Welcome Table Ministries on their 22nd Anniversary and recognize the ministry for its services and partnership with other community organizations in Osceola County to work together for the betterment of the City of Kissimmee as a whole.

IN WITNESS, THEREOF, this is signed this 17th day May of 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 4.A

Public Hearing - Final Reading - Ordinance amending the Zoning designation of several properties through the Form-Based Code area: ZMA-22-0002 - Proposed Ordinance 22-13

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval of amendments to the zoning designation of several properties in the Form-Based Code area.

Explanation

This is a request to amend the zoning of several properties within the Form-Based Code area. Below are specifics about the request that correspond with maps included with the backup.

Map 1: Requesting the zoning change from OS (Open Space) to T5-M for approximately 13.62 acres. The OS zoning designation is intended to protect environmentally sensitive systems/lands and, while there is a portion of the property that is a wet retention pond, this site also houses the SunRail parking garage, City civic center, and a public library, so a transect zone allowing higher intensity uses is more appropriate.

Map 2: Requesting the zoning change from T4-O (Neighborhood Open) to T5-M (Mixed-Use Center). After re-reviewing the T4-O and the T5-M with surrounding and existing uses, it was determined that the T5-M is a more appropriate transect zone.

Map 3: MUPUD to T5-M (4.8325 acres) and Map 4: MUPUD to T5-U (18.993 acres): The intent of the Form-Based Code (adopted 2020) is to establish a Code that is flexible and encourages a mixture of uses while including standards that result in a higher-quality development.

Staff has been reaching out to owners of properties within the Form-Based Code area currently zoned PUD to see if they would be interested in rezoning their properties to a transect zone. With the owner's authorization, staff is initiating these requests to rezone the properties to a transect zone.

Recommendation

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on May 4, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

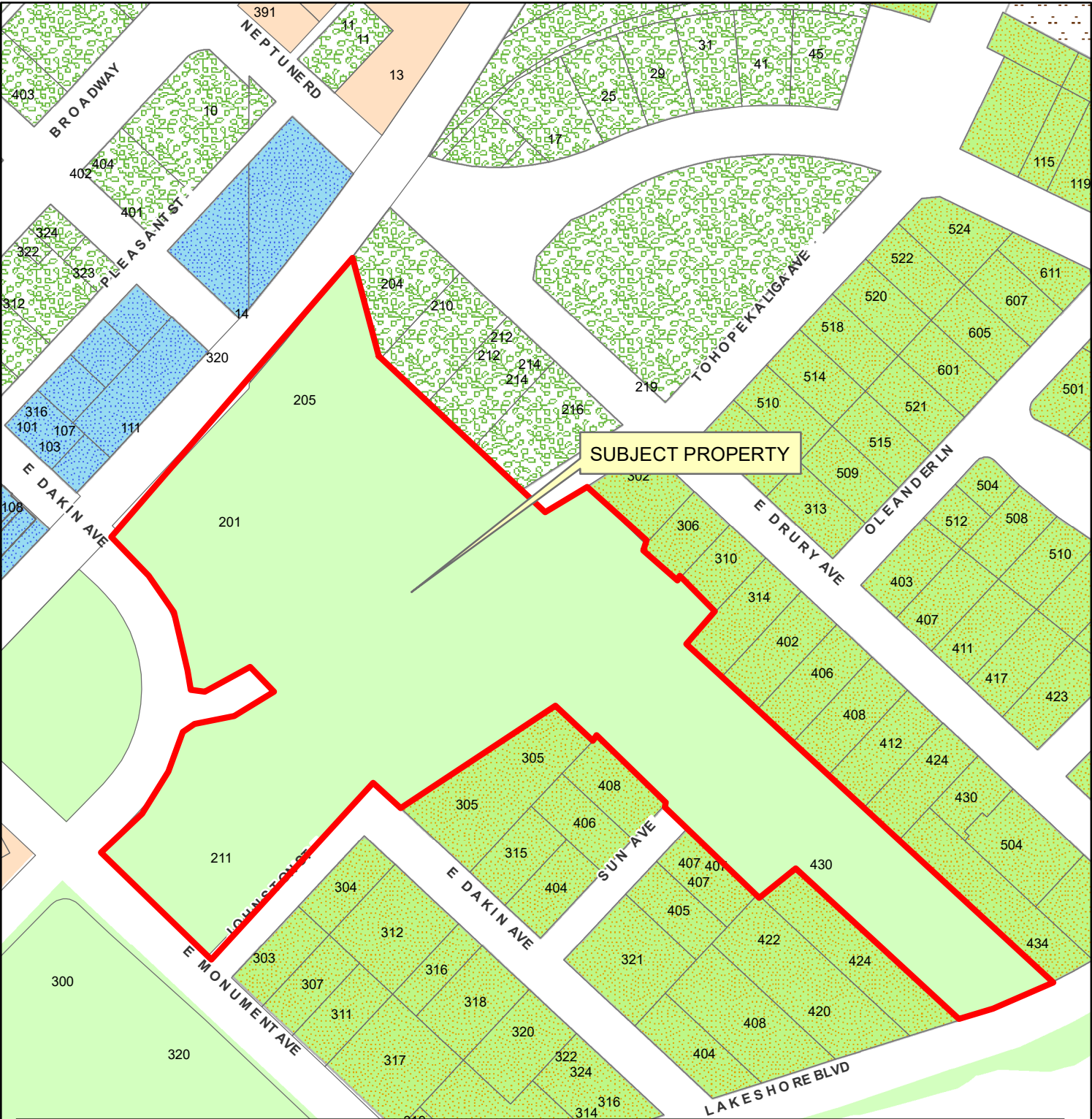
1. Map 1
2. Map 2
3. Map 3

City of Kissimmee

4. Map 4
5. Proposed Ordinance 22-13
6. Advertisement (PAB & CC)

Property to rezone - OS to T5-M

MAP 1



Legend

City Limits

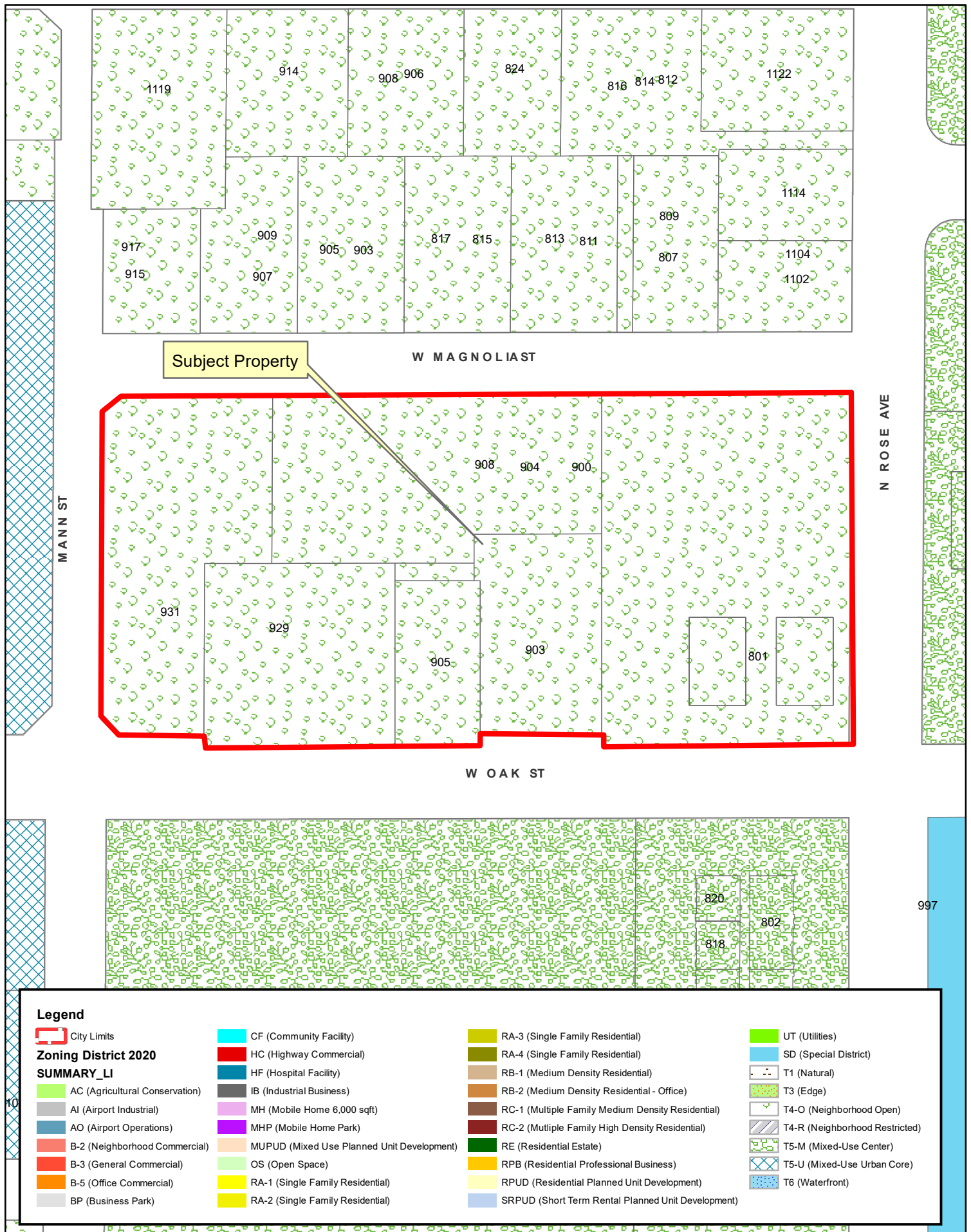
Zoning District 2020

SUMMARY_LI

AC (Agricultural Conservation)	IB (Industrial Business)	RA-3 (Single Family Residential)	UT (Utilities)
AI (Airport Industrial)	MH (Mobile Home 6,000 sqft)	RA-4 (Single Family Residential)	SD (Special District)
AO (Airport Operations)	MHP (Mobile Home Park)	RB-1 (Medium Density Residential)	T1 (Natural)
B-2 (Neighborhood Commercial)	MUPUD (Mixed Use Planned Unit Development)	RB-2 (Medium Density Residential - Office)	T3 (Edge)
B-3 (General Commercial)	OS (Open Space)	RC-1 (Multiple Family Medium Density Residential)	T4-O (Neighborhood Open)
B-5 (Office Commercial)	RA-1 (Single Family Residential)	RC-2 (Multiple Family High Density Residential)	T4-R (Neighborhood Restricted)
BP (Business Park)	RA-2 (Single Family Residential)	RE (Residential Estate)	T5-M (Mixed-Use Center)
		RPB (Residential Professional Business)	T5-U (Mixed-Use Urban Core)
		RPUD (Residential Planned Unit Development)	T6 (Waterfront)
		SRPUD (Short Term Rental Planned Unit Development)	

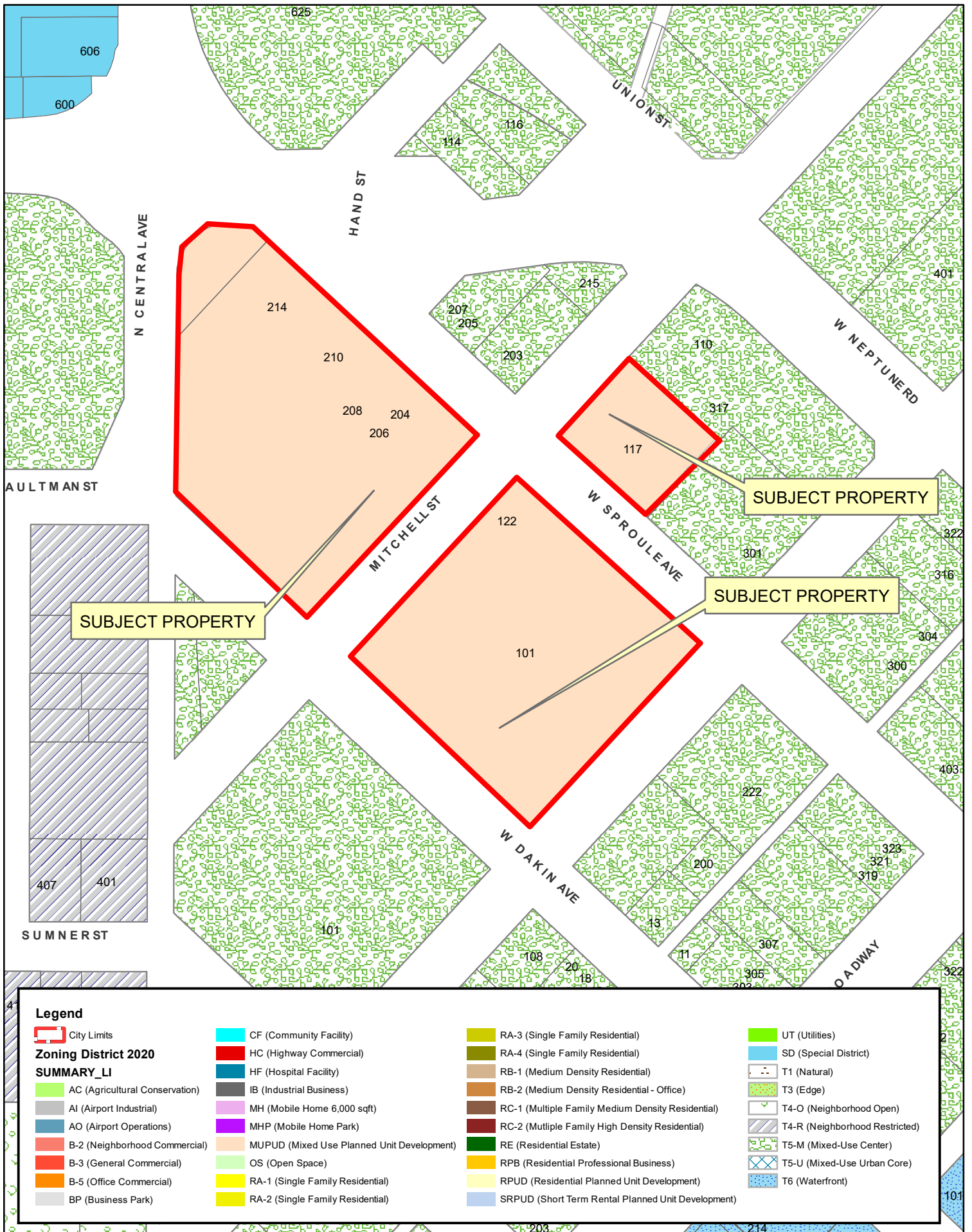
Property to rezone - T4-O to T5-M

MAP 2



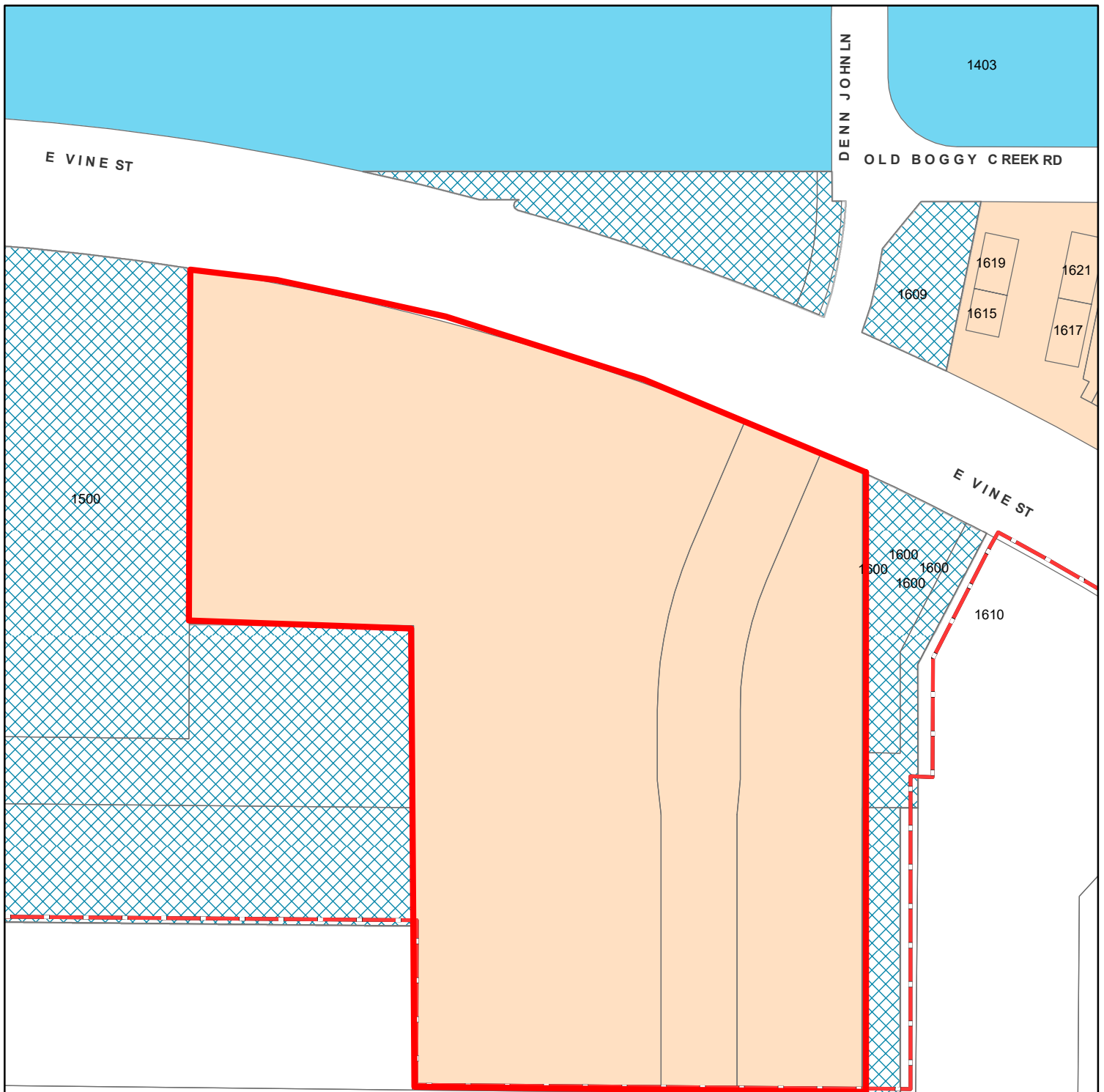
Properties to rezone - MUPUD to T5-M

MAP 4



Properties to rezone - MUPUD to T5-U

MAP 3



Legend

City Limits

Zoning District 2020

SUMMARY_LI

AC (Agricultural Conservation)
 AI (Airport Industrial)
 AO (Airport Operations)
 B-2 (Neighborhood Commercial)
 B-3 (General Commercial)
 B-5 (Office Commercial)
 BP (Business Park)

CF (Community Facility)
 HC (Highway Commercial)
 HF (Hospital Facility)
 IB (Industrial Business)
 MH (Mobile Home 6,000 sqft)
 MHP (Mobile Home Park)
 MUPUD (Mixed Use Planned Unit Development)
 OS (Open Space)
 RA-1 (Single Family Residential)
 RA-2 (Single Family Residential)

RA-3 (Single Family Residential)
 RA-4 (Single Family Residential)
 RB-1 (Medium Density Residential)
 RB-2 (Medium Density Residential - Office)
 RC-1 (Multiple Family Medium Density Residential)
 RC-2 (Multiple Family High Density Residential)
 RE (Residential Estate)
 RPB (Residential Professional Business)
 RPUD (Residential Planned Unit Development)
 SRPUD (Short Term Rental Planned Unit Development)

UT (Utilities)
 SD (Special District)
 T1 (Natural)
 T3 (Edge)
 T4-O (Neighborhood Open)
 T4-R (Neighborhood Restricted)
 T5-M (Mixed-Use Center)
 T5-U (Mixed-Use Urban Core)
 T6 (Waterfront)

**AN ORDINANCE AMENDING ORDINANCE NO. 3034
KNOWN AS THE CITY OF KISSIMMEE LAND
DEVELOPMENT CODE, REZONING THE PROPERTY
HEREINAFTER DESCRIBED, REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING
AN EFFECTIVE DATE.**

SECTION 1. Ordinance No. 3034, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

TO: T5-M (Mixed Use Center) - City

Legal Description: LAKEFRONT COMPLEX PB 21 PG 152 LOTS 2 & 3 LESS COM AT PT ON INTER OF NLY LINE OF LAKESHORE BLVD & WLY LINE OF LOT 3, N46-39-56W 335.86 FT, S43-20-04W 4 FT TO POB; CONT S43-20-04W 66 FT, N46-39-56W 21.55 FT, N48-39-18E 66.16 FT, S47-09-44E 15.41 FT TO POB

FROM: T4-O (Neighborhood Open) – City

TO: T5-M (Mixed Use Center) - City

Together with: Parcel ID# 21-25-29-1885-0001-0030

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 3 & W 20 FT OF LOT 2

Together with: Parcel ID# 21-25-29-1420-0001-027A

Legal Description: FLA LAND & IMP CO PB A PG 024 BEG 94.93 FT E OF SW COR OF LOT 27, N 151.4 FT, E 155.07 FT, S 151.4 FT TO N R/W OF OAK ST, W 155.07 FT TO POB

Together with: Parcel ID# 21-25-29-1885-0001-0010

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 1

Together with: Parcel ID# 21-25-29-1805-0001-2010

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 LOT 201

Together with: Parcel ID# 21-25-29-1885-0001-0020

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 2 LESS W 20 FT

Together with: Parcel ID# 21-25-29-1420-0001-0270

Legal Description: FLA LAND & IMP CO PB A PG 024 BEG 380 FT W OF SE COR LOT 28, RUN N 135 FT E 70 FT, S135 FT, W 70 FT TO POB PT LOTS 27 & 28

Together with: Parcel ID# 21-25-29-1420-0001-027D

Legal Description: FLA LAND & IMP CO PB A PG 24 E 66 FT OF N 16.4 FT OF S 151.4 FT OF LOT 27

Together with: Parcel ID# 21-25-29-1805-0001-COMM

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 COMMON AREA

Together with: Parcel ID# 21-25-29-1805-0001-1020

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 LOT 102

Property to rezone - T4-O to T5-M



FROM: MUPUD (Mixed Use Planner Unit Development) – City

TO: T5-M (Mixed Use Center) - City

Together with: Parcel ID# 22-25-29-2170-0001-0010

Legal Description: S FLA RR SURVEY PB A PG 2 & 3 BLK 1 ALL FRAC & N 1/2 OF VAC HAND ST ABUTTING BLK 1 LESS 22 FT STRIP ON W SIDE & LESS BEG AT POINT ON NELY PROPERTY LINE LYING 66.52 FT NWLY FROM MOST ELY COR OF BLK 1, N 46 DEG W 61 FT, S 88 FT, N 43 DEG E 64.29 FT TO POB LESS ACTUAL R/W OF CENTRAL AVE

Together with: Parcel ID# 22-25-29-2170-0003-0010

Legal Description: S FLA RR SURVEY PB A PG 003 BLK 3 LOTS 1-8 & S 1/2 OF VAC HAND ST & VAC ALLEY ABUTTING BLK

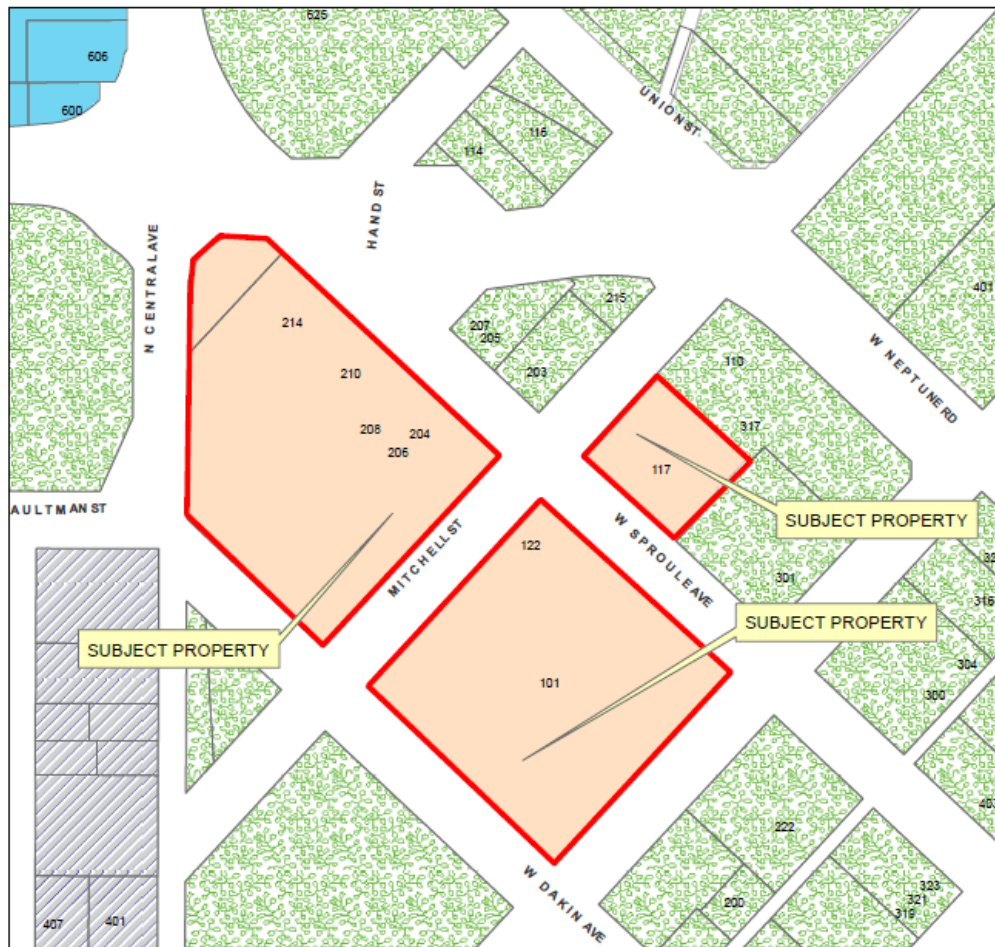
Together with: Parcel ID# 22-25-29-2170-0007-0050

Legal Description: S FLA RR SURVEY PB A PG 003 BLK 7 LOTS 1 THRU 8 VAC ALLEY ADJ TO LOTS

Together with: Parcel ID# 22-25-29-2170-0008-0030

Legal Description: S FLA RR SURVEY PB A PG 003 BLK 8 SW 50 FT LOT 3 AND ALL LOT 4 AND THE NORTH HALF OF THE 20 FT WIDE VACATED R/W ABUTTING THE PRECEDING LEGAL DESCRIPTION

Properties to rezone - MUPUD to T5-M



FROM: MUPUD (Mixed Use Planner Unit Development) – City

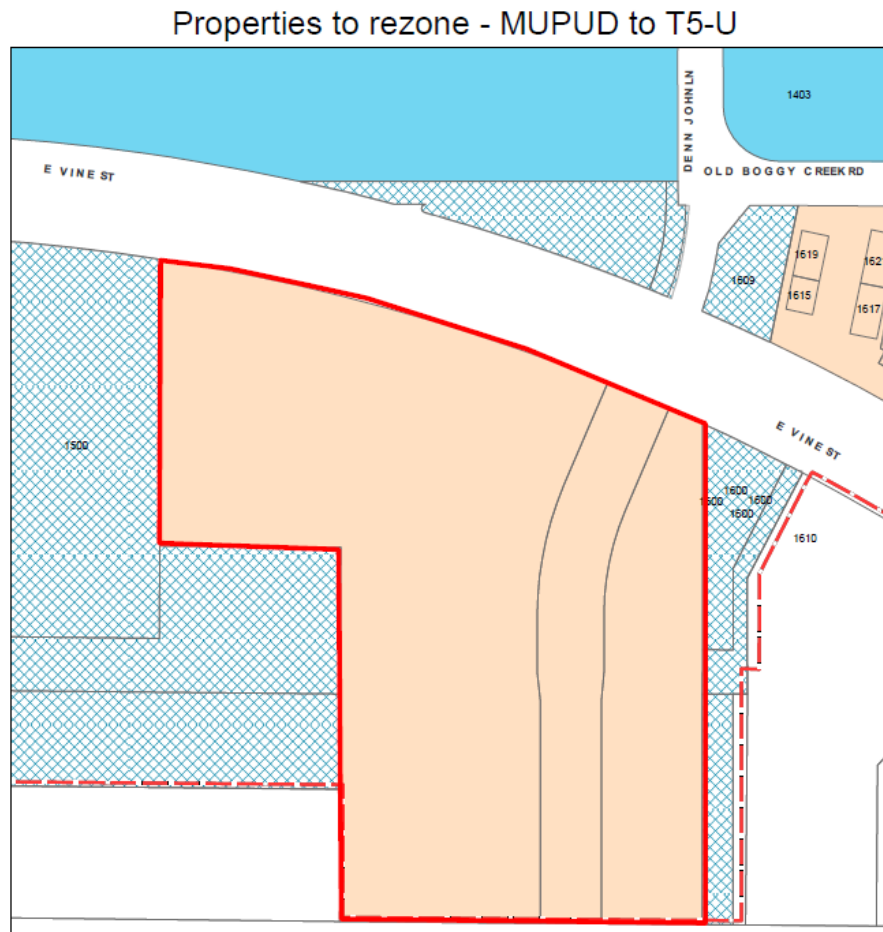
TO: T5-U (Mixed Use Urban Center) - City

Together with: Parcel ID# 23-25-29-1798-0001-0010

Legal Description: NORTSHORE PLAZA REPLAT PB 23 PG 121 LOT 1 LESS COM AT NE COR OF LOT 1 TO POC, CONC SW, RAD 3695.83 FT, CENT ANG 01 DEG, NWLY ALONG CURVE 66.70 FT TO POB; S 23 DEG W 200.16 FT TO POC, CONC E, RAD 480 FT, CENT ANG 23 DEG, SLY ALONG CURVE 193.78 FT, S 101 FT, S 05 DEG W 50.76 FT, S 393.75 FT TO PT ON S/L OF LOT 1, W 110 FT, N 394.24 FT, N 06 DEG W 49.82 FT, N 102.08 FT TO POC, CONC E, RAD 600 FT, CENT ANG 23 DEG, NLY ALONG CURVE 242.23 FT, N 23 DEG E 199.24 FT TO NON-TAN CURVE, CONC SW, RAD 3695.83 FT, CENT ANG 02 DEG, (CH BEARING S 67 DEG E 120 FT), SELY ALONG CURVE 120.01 FT TO POB

Together with: Parcel ID# 23-25-29-1798-0001-0015

Legal Description: NORTHSORE PLAZA REPLAT PB 23 PG 121 A PORTION OF LOT 1: COM AT NE COR OF LOT 1 TO POC, CONC SW, RAD 3695.83 FT, CENT ANG 01 DEG, NWLY ALONG CURVE 66.70 FT TO POB; S 23 DEG W 200.16 FT TO POC, CONC E, RAD 480 FT, CENT ANG 23 DEG, SLY ALONG CURVE 193.78 FT, S 101 FT, S 05 DEG W 50.76 FT, S 393.75 FT TO PT ON S/L OF LOT 1, W 110 FT, N 394.24 FT, N 06 DEG W 49.82 FT, N 102.08 FT TO POC, CONC E, RAD 600 FT, CENT ANG 23 DEG, NLY ALONG CURVE 242.23 FT, N 23 DEG E 199.24 FT TO NON-TAN CURVE, CONC SW, RAD 3695.83 FT, CENT ANG 02 DEG, (CH BEARING S 67 DEG E 120 FT), SELY ALONG CURVE 120.01 FT TO POB



A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3034 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after 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, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the 17th day of May, 2022.

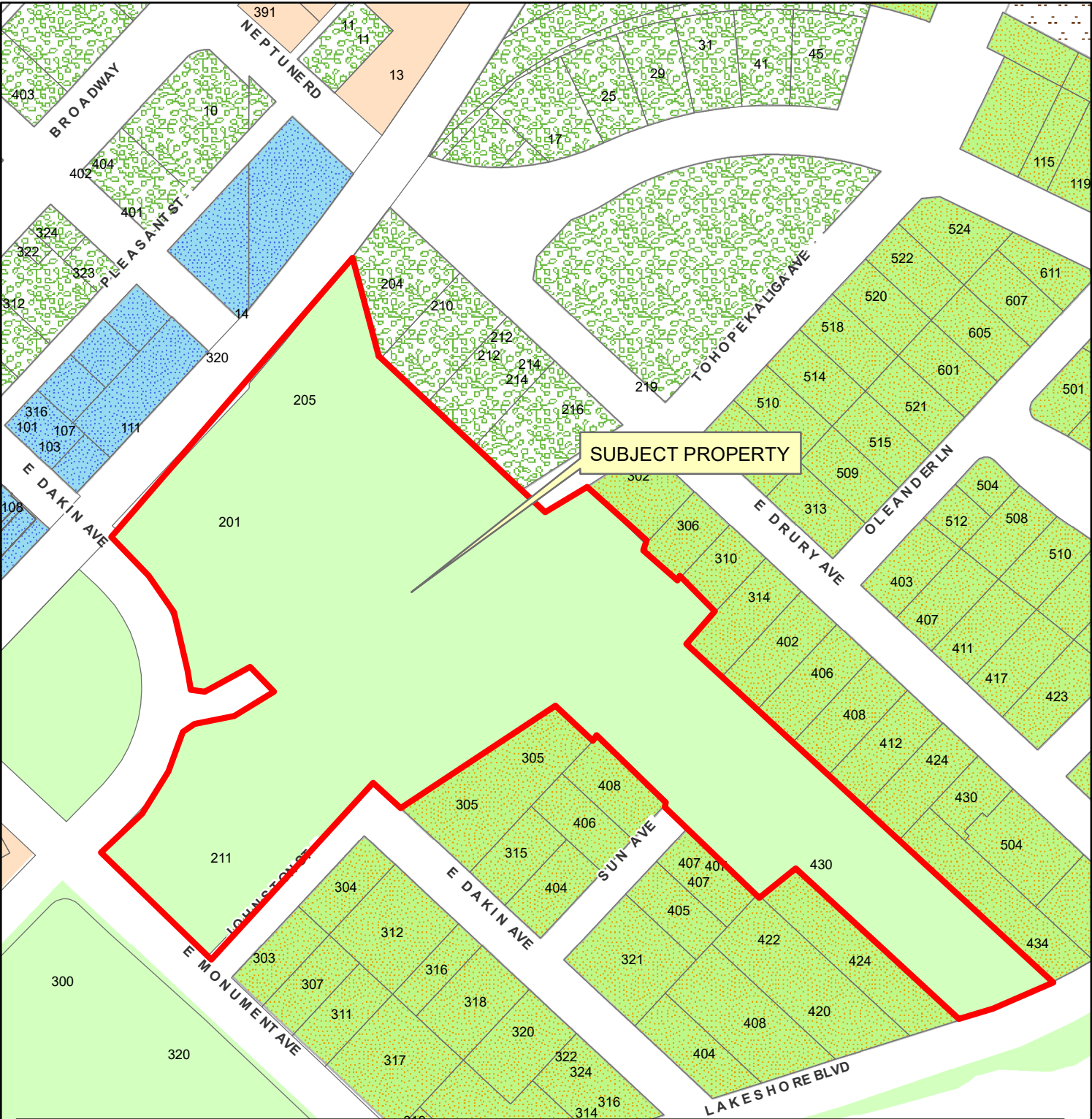
Mayor - Commissioner

ATTEST:

City Clerk

Property to rezone - OS to T5-M

MAP 1



Legend

City Limits

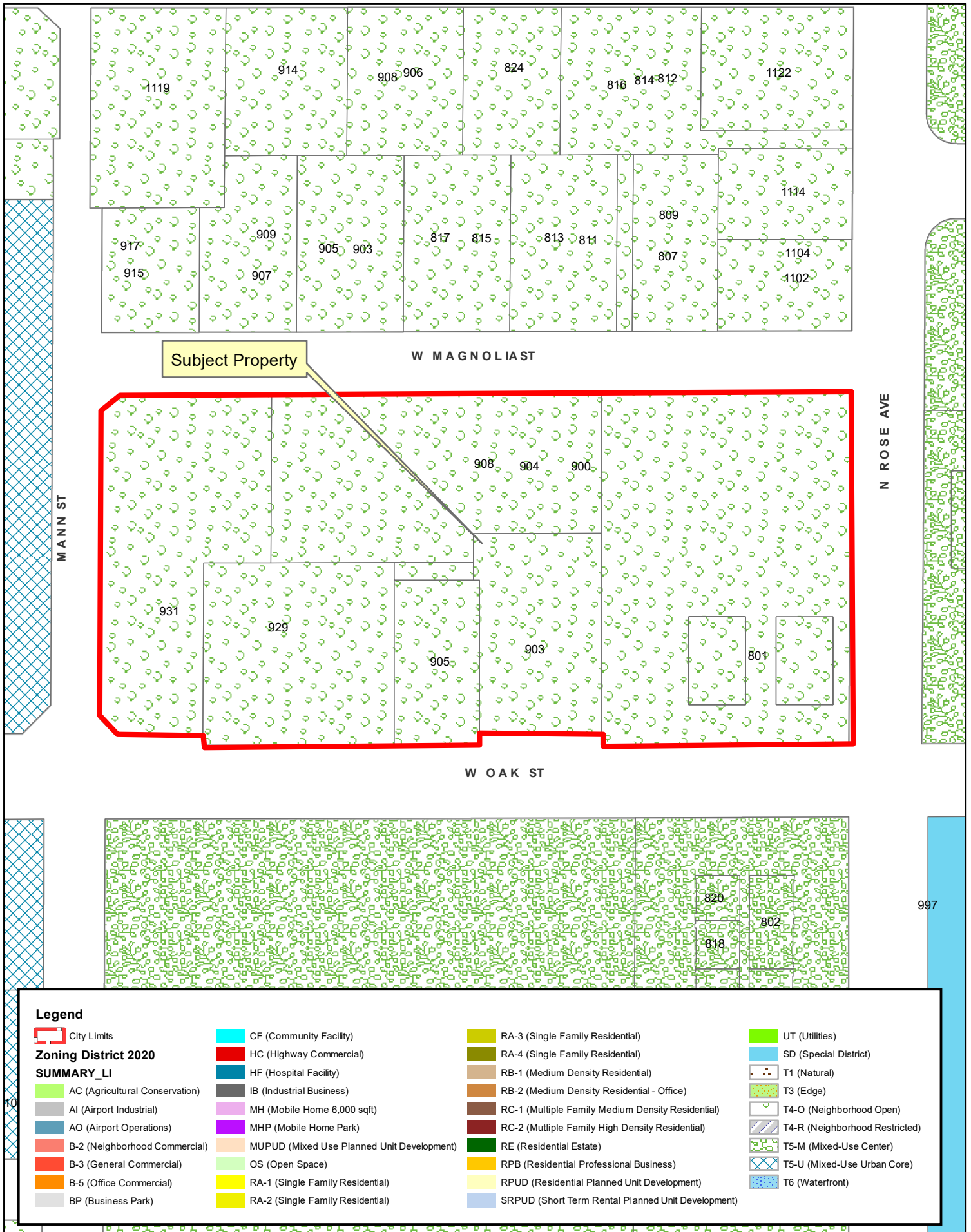
Zoning District 2020

SUMMARY_LI

AC (Agricultural Conservation)	HC (Highway Commercial)	RA-3 (Single Family Residential)	UT (Utilities)
AI (Airport Industrial)	HF (Hospital Facility)	RA-4 (Single Family Residential)	SD (Special District)
AO (Airport Operations)	IB (Industrial Business)	RB-1 (Medium Density Residential)	T1 (Natural)
B-2 (Neighborhood Commercial)	MH (Mobile Home 6,000 sqft)	RB-2 (Medium Density Residential - Office)	T3 (Edge)
B-3 (General Commercial)	MHP (Mobile Home Park)	RC-1 (Multiple Family Medium Density Residential)	T4-O (Neighborhood Open)
B-5 (Office Commercial)	MUPUD (Mixed Use Planned Unit Development)	RC-2 (Multiple Family High Density Residential)	T4-R (Neighborhood Restricted)
BP (Business Park)	OS (Open Space)	RE (Residential Estate)	T5-M (Mixed-Use Center)
	RA-1 (Single Family Residential)	RPB (Residential Professional Business)	T5-U (Mixed-Use Urban Core)
	RA-2 (Single Family Residential)	RPUD (Residential Planned Unit Development)	T6 (Waterfront)
		SRPUD (Short Term Rental Planned Unit Development)	

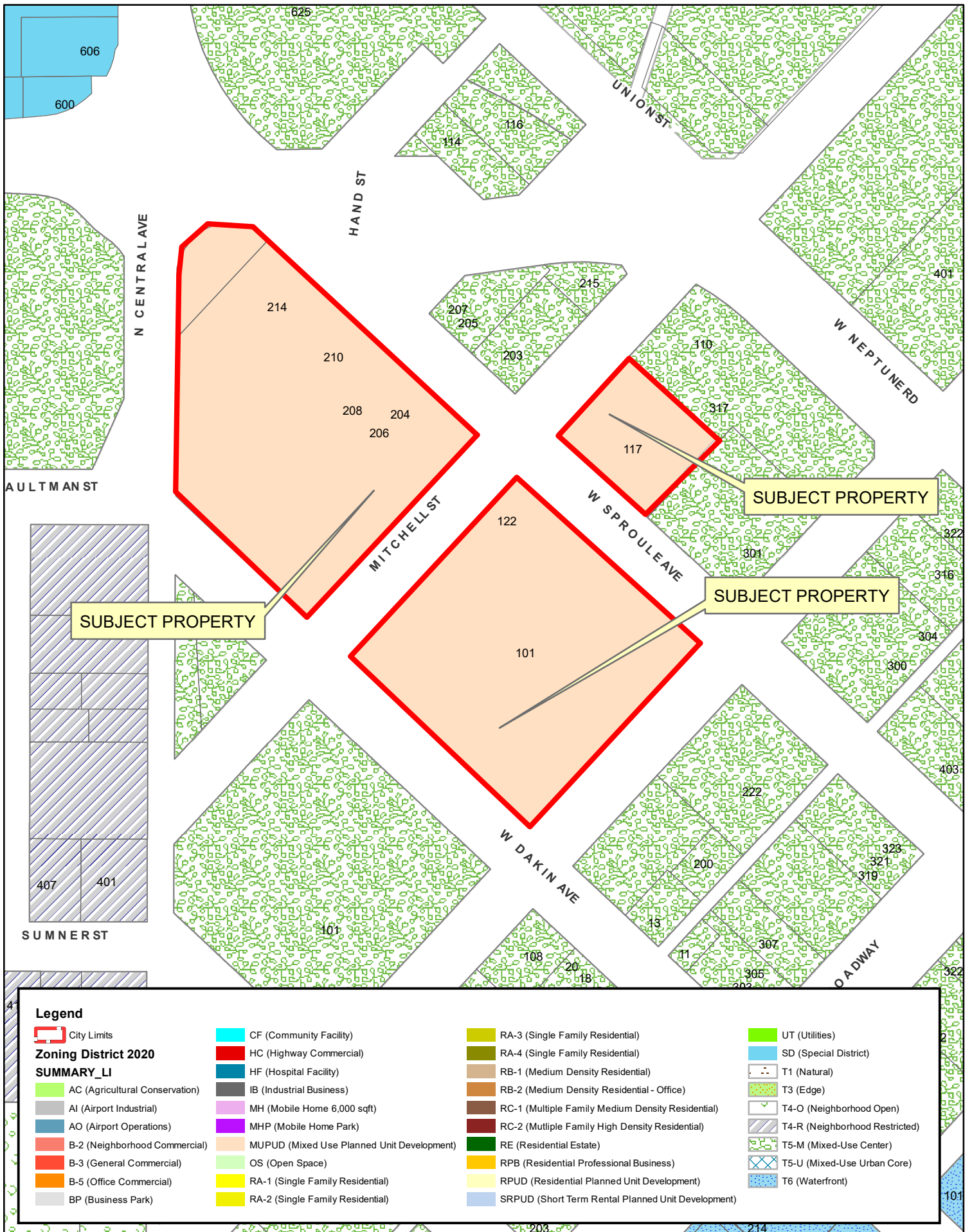
Property to rezone - T4-O to T5-M

MAP 2



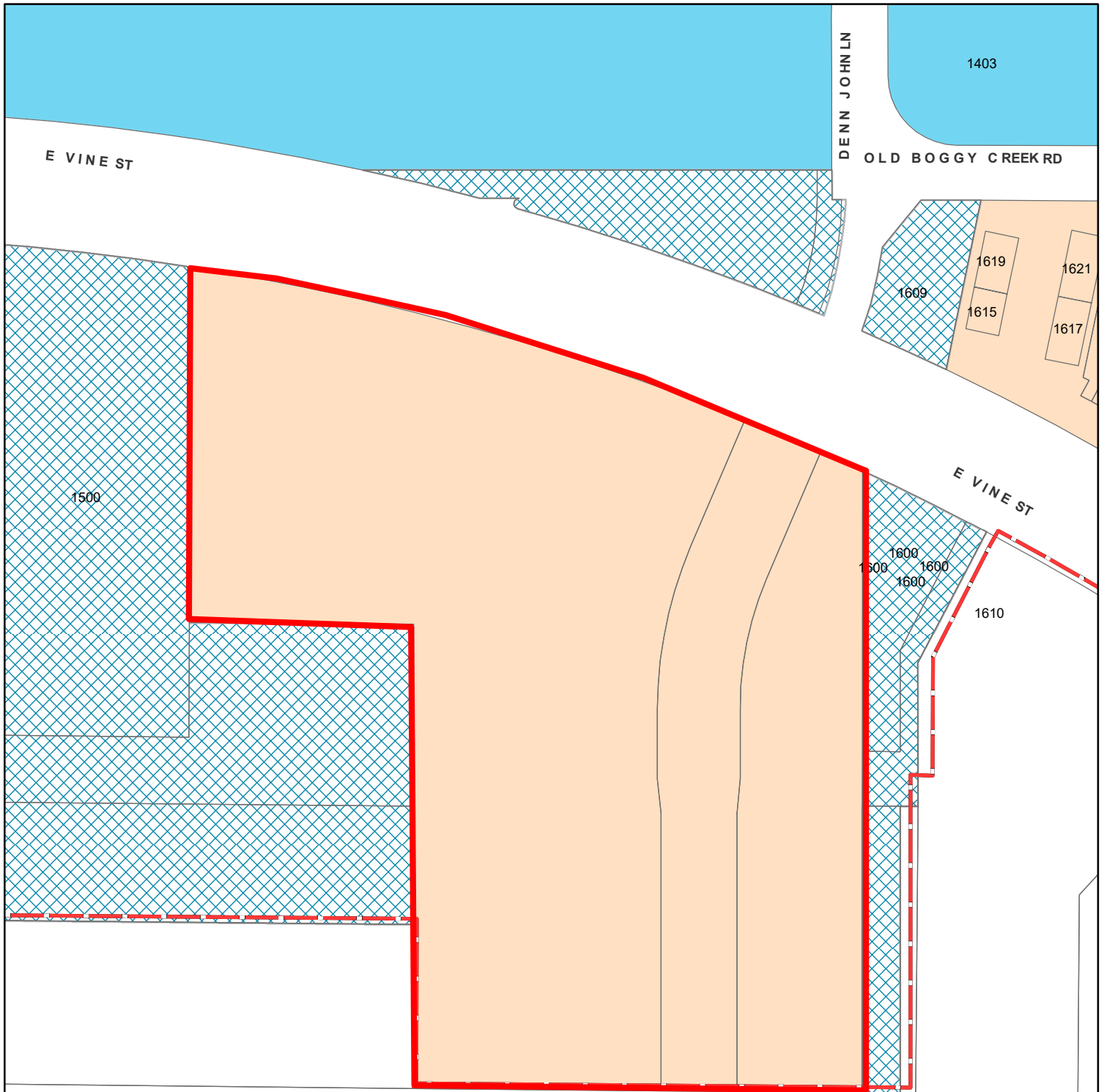
Properties to rezone - MUPUD to T5-M

MAP 4



Properties to rezone - MUPUD to T5-U

MAP 3



Legend

City Limits

Zoning District 2020

SUMMARY_LI

AC (Agricultural Conservation)
 AI (Airport Industrial)
 AO (Airport Operations)
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 B-3 (General Commercial)
 B-5 (Office Commercial)
 BP (Business Park)

CF (Community Facility)
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 RA-2 (Single Family Residential)

RA-3 (Single Family Residential)
 RA-4 (Single Family Residential)
 RB-1 (Medium Density Residential)
 RB-2 (Medium Density Residential - Office)
 RC-1 (Multiple Family Medium Density Residential)
 RC-2 (Multiple Family High Density Residential)
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 RPB (Residential Professional Business)
 RPUD (Residential Planned Unit Development)
 SRPUD (Short Term Rental Planned Unit Development)

UT (Utilities)
 SD (Special District)
 T1 (Natural)
 T3 (Edge)
 T4-O (Neighborhood Open)
 T4-R (Neighborhood Restricted)
 T5-M (Mixed-Use Center)
 T5-U (Mixed-Use Urban Core)
 T6 (Waterfront)

NOTICE OF PUBLIC HEARING

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3034 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: OS (Open Space) – City

TO: T5-M (Mixed Use Center) - City

The subject property is located at: Parcel ID# 22-25-29-1591-0001-0030

Legal Description: LAKEFRONT COMPLEX PB 21 PG 152 LOTS 2 & 3 LESS COM AT PT ON INTER OF NLY LINE OF LAKESHORE BLVD & WLY LINE OF LOT 3, N46-39-56W 335.86 FT, S43-20-04W 4 FT TO POB; CONT S43-20-04W 66 FT, N46-39-56W 21.55 FT, N48-39-18E 66.16 FT, S47-09-44E 15.41 FT TO POB



FROM: T4-O (Neighborhood Open) – City

TO: T5-M (Mixed Use Center) - City

Together with: Parcel ID# 21-25-29-1885-0001-0030

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 3 & W 20 FT OF LOT 2

Together with: Parcel ID# 21-25-29-1420-0001-027A

Legal Description: FLA LAND & IMP CO PB A PG 024 BEG 94.93 FT E OF SW COR OF LOT 27, N 151.4 FT, E 155.07 FT, S 151.4 FT TO N R/W OF OAK ST, W 155.07 FT TO POB

Together with: Parcel ID# 21-25-29-1885-0001-0010

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 1

Together with: Parcel ID# 21-25-29-1805-0001-2010

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 LOT 201

Together with: Parcel ID# 21-25-29-1885-0001-0020

Legal Description: OSCEOLA PROFESSIONAL CENTRE PB 6 PG 194 LOT 2 LESS W 20 FT

Together with: Parcel ID# 21-25-29-1420-0001-0270

Legal Description: FLA LAND & IMP CO PB A PG 024 BEG 380 FT W OF SE COR LOT 28, RUN N 135 FT E 70 FT, S135 FT, W 70 FT TO POB PT LOTS 27 & 28

Together with: Parcel ID# 21-25-29-1420-0001-027D

Legal Description: FLA LAND & IMP CO PB A PG 24 E 66 FT OF N 16.4 FT OF S 151.4 FT OF LOT 27

Together with: Parcel ID# 21-25-29-1805-0001-COMM

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 COMMON AREA

Together with: Parcel ID# 21-25-29-1805-0001-1020

Legal Description: OSCEOLA MEDICAL CENTER CB 2 PGS 104-107 LOT 102



FROM: MUPUD (Mixed Use Planner Unit Development) – City

TO: T5-M (Mixed Use Center) - City

Together with: Parcel ID# 22-25-29-2170-0001-0010

Legal Description: S FLA RR SURVEY PB A PG 2 & 3 BLK 1 ALL FRAC & N 1/2 OF VAC HAND ST ABUTTING BLK 1 LESS 22 FT STRIP ON W SIDE & LESS BEG AT POINT ON NELY PROPERTY LINE LYING 66.52 FT NWLY FROM MOST ELY COR OF BLK 1, N 46 DEG W 61 FT, S 88 FT, N 43 DEG E 64.29 FT TO POB LESS ACTUAL R/W OF CENTRAL AVE

Together with: Parcel ID# 22-25-29-2170-0003-0010

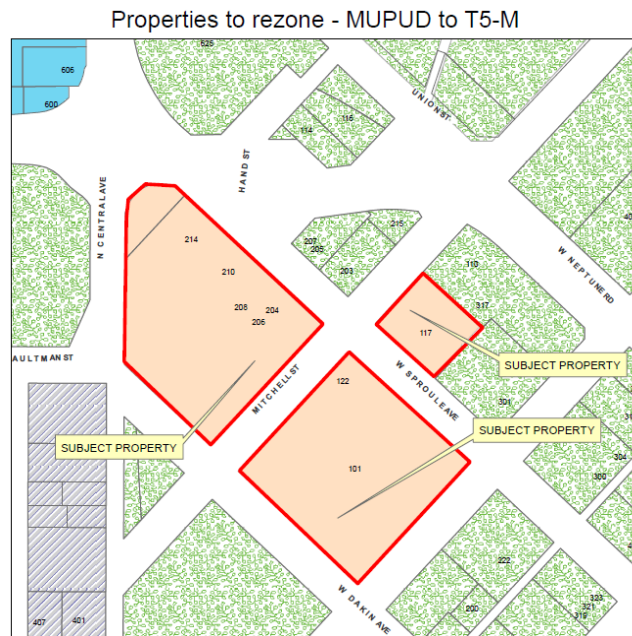
Legal Description: S FLA RR SURVEY PB A PG 003 BLK 3 LOTS 1-8 & S 1/2 OF VAC HAND ST & VAC ALLEY ABUTTING BLK

Together with: Parcel ID# 22-25-29-2170-0007-0050

Legal Description: S FLA RR SURVEY PB A PG 003 BLK 7 LOTS 1 THRU 8 VAC ALLEY ADJ TO LOTS

Together with: Parcel ID# 22-25-29-2170-0008-0030

Legal Description: S FLA RR SURVEY PB A PG 003 BLK 8 SW 50 FT LOT 3 AND ALL LOT 4 AND THE NORTH HALF OF THE 20 FT WIDE VACATED R/W ABUTTING THE PRECEDING LEGAL DESCRIPTION



FROM: MUPUD (Mixed Use Planner Unit Development) – City

TO: T5-U (Mixed Use Urban Center) - City

Together with: Parcel ID# 23-25-29-1798-0001-0010

Legal Description: NORTHSORE PLAZA REPLAT PB 23 PG 121 LOT 1 LESS COM AT NE COR OF LOT 1 TO POC, CONC SW, RAD 3695.83 FT, CENT ANG 01 DEG, NWLY ALONG CURVE 66.70 FT TO POB; S 23 DEG W 200.16 FT TO POC, CONC E, RAD 480 FT, CENT ANG 23 DEG, SLY ALONG CURVE 193.78 FT, S 101 FT, S 05 DEG W 50.76 FT, S 393.75 FT TO PT ON S/L OF LOT 1, W 110 FT, N 394.24 FT, N 06 DEG W 49.82 FT, N 102.08 FT TO POC, CONC E, RAD 600 FT, CENT ANG 23 DEG, NLY ALONG CURVE 242.23 FT, N 23 DEG E 199.24 FT TO NON-TAN CURVE, CONC SW, RAD 3695.83 FT, CENT ANG 02 DEG, (CH BEARING S 67 DEG E 120 FT), SELY ALONG CURVE 120.01 FT TO POB

Together with: Parcel ID# 23-25-29-1798-0001-0015

Legal Description: NORTHSORE PLAZA REPLAT PB 23 PG 121 A PORTION OF LOT 1: COM AT NE COR OF LOT 1 TO POC, CONC SW, RAD 3695.83 FT, CENT ANG 01

The Planning Advisory Board will hold a meeting to consider their recommendation on said request **Wednesday May 4, 2022** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, FL.

The City Commission will hold a Public Hearing on **Tuesday, May 17, 2022** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

Page 25 of 416

Reference # ZMA-22-0002
Rezoning in Form-Based Code

PLANNING ADVISORY BOARD
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 purposes may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 4.B

Public Hearing - First Reading - Transmittal Hearing for Ordinance amending the Future Land Use designation to establish MU-V (Mixed Used Vine); LUPA-22-0004 - Proposed Ordinance 22-12

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval to transmit Future Land Use Map amendments to the Department of Economic Opportunity (DEO).

Explanation

This is a staff-initiated request to amend the Future Land Use Map and extend the Mixed Use Vine (MU-V) land use designation on the western side of the City, per the map included with this report. The MU-V land use currently stops just past Hoagland Boulevard because its boundary matched the boundary of the Vine Overlay, which was replaced with the Form-Based Code in late 2020. It was always intended that the MU-V land use, which works in conjunction with the Vine Street Redevelopment Master Plan to accomplish the goals and objectives in the Master Plan and the Comprehensive Plan, would extend to the Vine Street Community Redevelopment Area (CRA) boundary which ends at the western city limits. If approved, this amendment will be more consistent with the regulations in the Form-Based Code because it will establish density and intensity that is consistent with the uses and development standards in the transect zones.

If approved, staff will transmit the applicable documentation to the Florida Department of Economic Opportunity (DEO) and various other state and regional agencies for review. Once that review is complete, this request will come back before the City Commission for the second and final reading in approximately six months.

Recommendation

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on May 4, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

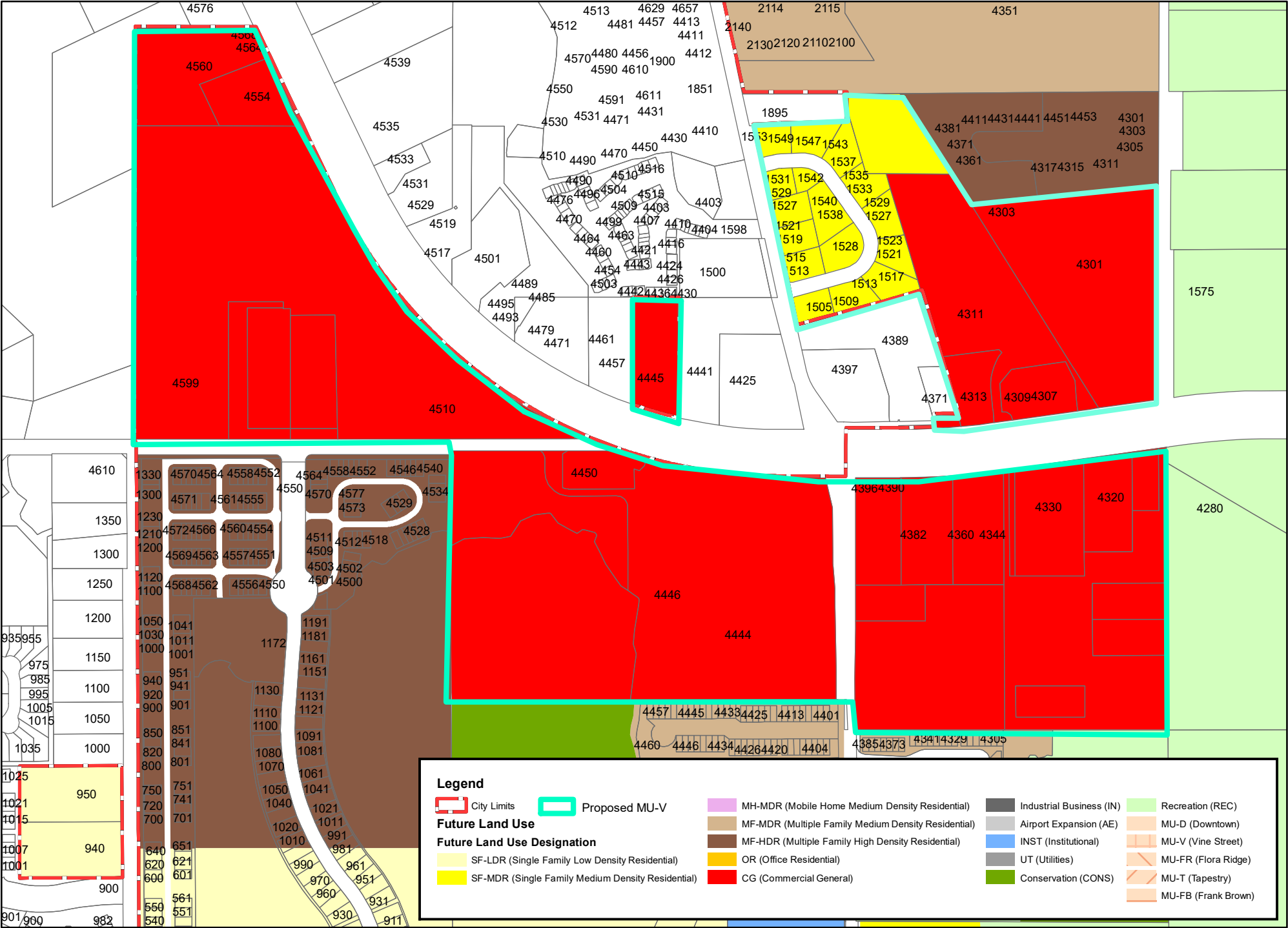
Presenter: Ashley Cornelison

Attachment(s):

1. Map
2. Proposed Ordinance 22-12
3. Advertisement (PAB & CC)

City of Kissimmee

Future Land Use Map Amendment to MU-V



PROPOSED ORDINANCE NO. 22-12
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: CG (Commercial General) – City
SF-MDR (Single Family Medium Density Residential) - City

TO: MU-V (Mixed Use - Vine) – City

18-25-29-00U0-0065-0000	4301 W VINE ST
18-25-29-1582-0001-0010	4311 W VINE ST
18-25-29-1582-0001-0020	4307 W VINE ST
18-25-29-1582-0001-0030	4313 W VINE ST
18-25-29-00U0-0241-0000	TANGELO CIR (VACANT)
19-25-29-00U0-0013-0000	W VINE ST (VACANT)
13-25-28-1205-0001-0090	1549 TANGELO CIR
13-25-28-1205-0001-0080	1543 TANGELO CIR
13-25-28-1205-0001-0070	1537 TANGELO CIR
13-25-28-1205-0001-0060	1531 TANGELO CIR
13-25-28-1205-0001-0050	1525 TANGELO CIR
13-25-28-1205-0001-0040	1521 TANGELO CIR
13-25-28-1205-0001-0030	1513 TANGELO CIR
13-25-28-1205-0001-0020	1507 TANGELO CIR
13-25-28-1205-0001-0010	1501 TANGELO CIR
13-25-28-1205-0001-0130	1511 OLD VINELAND RD
13-25-28-1205-0001-0120	1517 OLD VINELAND RD

13-25-28-1205-0001-0110	1523 OLD VINELAND RD
13-25-28-1415-0001-010A	1529 OLD VINELAND RD
13-25-28-1415-0001-010B	1542 TANGELO CIR
13-25-28-1205-0001-0140	1526 TANGELO CIR
13-25-28-1205-0001-0150	1540 TANGELO CIR
13-25-28-00U0-0303-0000	4445 W VINE ST
13-25-28-00U0-0323-0000	4560 W IRLO BRONSON MEM HWY
13-25-28-1157-0001-0010	4554 W IRLO BRONSON MEM HWY
13-25-28-1699-0001-0010	4510 W VINE ST
13-25-28-00U0-0345-0000	OREN BROWN RD (VACANT)
13-25-28-00U0-0340-0000	4599 OREN BROWN RD
13-25-28-00U0-0020-0000	4510 W VINE ST
13-25-28-00U0-0025-0000	OREN BROWN RD (VACANT)
24-25-28-1572-0001-00B0	E IRLO BRONSON MEM HWY (VACANT)
24-25-28-1572-0001-00A0	KISSIMMEE, FL (MUNICIPAL-VACANT)
24-25-28-1551-0001-0020	4450 W VINE ST
24-25-28-1551-0001-0010	4444 W VINE ST
19-25-29-1037-0001-0010	W VINE ST (VACANT)
19-25-29-1037-0001-0020	4370 W VINE ST
19-25-29-1037-0001-0030	4340 W VINE ST
19-25-29-00U0-0191-0000	S BASS RD (VACANT)
19-25-29-00U0-0192-0000	S BASS RD (VACANT)
19-25-29-00U0-0182-0000	PARADISE COVE CT (VACANT)
19-25-29-00U0-0187-0000	W VINE ST (VACANT)
19-25-29-00U0-0186-0000	W VINE ST (VACANT)
19-25-29-00U0-0180-0000	W VINE ST (VACANT)
19-25-29-00U0-0185-0000	W VINE ST (MUNICIPAL-VACANT)
19-25-29-00U0-0181-0000	4330 W VINE ST
19-25-29-00U0-0183-0000	4320 W VINE ST
19-25-29-00U0-0184-0000	E IRLO BRONSON MEM HWY (VACANT)

A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

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, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the __ day of _____, 2022.

Mayor - Commissioner

ATTEST:

City Clerk

NOTICE OF PUBLIC HEARINGS
PLANNING ADVISORY BOARD
AND CITY COMMISSION

The Planning Advisory Board will hold a Public Hearing on this request, **Wednesday, May 4, 2022**, at 6:00 p.m., or as soon thereafter as possible, in the Commission Chambers of City Hall, located on the first floor of City Hall, 101 Church Street, Kissimmee, Florida 34741. The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050.

All interested parties may appear and be heard regarding adoption of the proposed amendment. Written opinion for the Planning Advisory Board will be received until 5:30 p.m., **Wednesday, May 4, 2022**.

This is to inform you that the **City Commission** will hold a Public Hearing concerning the First Reading and Transmittal Hearing of this amendment on **Tuesday, May 17, 2022**, at 6:00 p.m. in the Commission Chambers of City Hall, 101 North Church Street, Kissimmee, Florida 34741.

All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, May 17, 2022**.

The proposed amendment to be discussed at the public hearing will be as follows:

PROPOSED ORDINANCE # **22-12: MU-V Land Use Expansion**: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

FROM: CG (Commercial General) – City
SF-MDR (Single Family Medium Density Residential) - City

TO: MU-V (Mixed Use - Vine) – City

18-25-29-00U0-0065-0000	4301 W VINE ST
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18-25-29-00U0-0241-0000	TANGELO CIR (VACANT)
19-25-29-00U0-0013-0000	W VINE ST (VACANT)
13-25-28-1205-0001-0090	1549 TANGELO CIR
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13-25-28-1205-0001-0060	1531 TANGELO CIR
13-25-28-1205-0001-0050	1525 TANGELO CIR
13-25-28-1205-0001-0040	1521 TANGELO CIR
13-25-28-1205-0001-0030	1513 TANGELO CIR
13-25-28-1205-0001-0020	1507 TANGELO CIR
13-25-28-1205-0001-0010	1501 TANGELO CIR
13-25-28-1205-0001-0130	1511 OLD VINELAND RD
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13-25-28-1205-0001-0110	1523 OLD VINELAND RD
13-25-28-1415-0001-010A	1529 OLD VINELAND RD
13-25-28-1415-0001-010B	1542 TANGELO CIR
13-25-28-1205-0001-0140	1526 TANGELO CIR
13-25-28-1205-0001-0150	1540 TANGELO CIR
13-25-28-00U0-0303-0000	4445 W VINE ST
13-25-28-00U0-0323-0000	4560 W IRLO BRONSON MEM HWY
13-25-28-1157-0001-0010	4554 W IRLO BRONSON MEM HWY
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24-25-28-1572-0001-00B0	E IRLO BRONSON MEM HWY (VACANT)
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19-25-29-00U0-0182-0000	PARADISE COVE CT (VACANT)
19-25-29-00U0-0187-0000	W VINE ST (VACANT)
19-25-29-00U0-0186-0000	W VINE ST (VACANT)
19-25-29-00U0-0180-0000	W VINE ST (VACANT)
19-25-29-00U0-0185-0000	W VINE ST (MUNICIPAL-VACANT)
19-25-29-00U0-0181-0000	4330 W VINE ST
19-25-29-00U0-0183-0000	4320 W VINE ST
19-25-29-00U0-0184-0000	E IRLO BRONSON MEM HWY (VACANT)

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3050, known as the Comprehensive Development Plan, which would change the Future Land Use Map of the Kissimmee Comprehensive Plan. Any interested parties may appear at the meeting and be heard regarding the adoption of the proposed comprehensive plan amendment.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140.

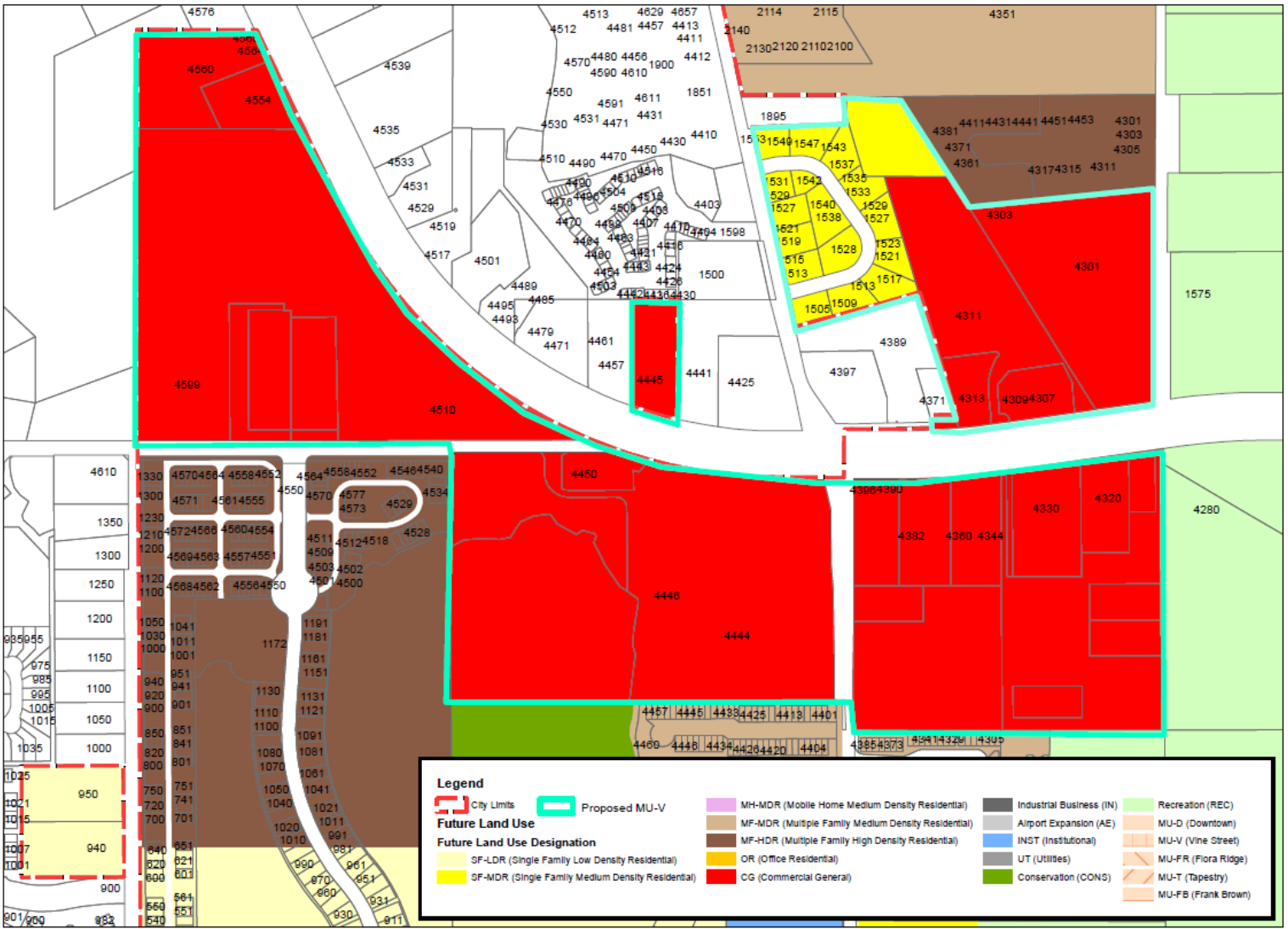
Reference # **LUPA-22-0004**
MU-V Land Use Expansion

PLANNING ADVISORY BOARD
CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with [Florida Statutes](#) 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with [Florida Statute](#) 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

Future Land Use Map Amendment to MU-V



ITEM 7.A**Approval of City Commission Minutes from the April 19, 2022 and May 3, 2022 meetings****Request**

Request Commission approval of the April 19, 2022 and May 3, 2022 Commission Minutes.

Explanation

Minutes of the Commission meeting held on April 19, 2022 and May 3, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Commission Minutes - April 19, 2022
2. Commission Minutes - May 3, 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 19, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In Ceremony for Three New Police Officers

Swearing In and Administering Oaths for three (3) new Police Officers.

Police Chief Jeffrey O'Dell administered the Oath of Office (Exhibit "A") to Police Officers Jonathan Rogenus, Brian Lopez, and Tristan Clark.

3.B *PRESENTATION BY CONGRESSMAN DARREN SOTO ADDED TO THE AGENDA AFTER AGENDA WAS PUBLISHED*

Mayor Gonzalez recognized Congressman Darren Soto.

Congressman Soto addressed the Commission and thanked them for allowing him to speak. He commented he enjoys representing his hometown of Kissimmee and provided an overview of the successes of many projects over the past few years. He discussed in particular, redevelopment projects such as the Lakefront and other positive impacts additional projects have made, such as SunRail, American Rescue Plan, and law enforcement funding. Congressman Soto thanked Commissioner Fisher and Commissioner Castano for their participation in local events. He ended the presentation by announcing the City appropriations for this Fiscal Year and that includes \$1,000,000 to assist for the Berlinsky House renovations.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Ordinance Amending Part II, Chapter 4: Alcoholic Beverages - Proposed Ordinance #22-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF

KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Approval of amendments to the Alcoholic Beverage Ordinances. Planner Ashley Cornelison provided a brief overview of the amendments and language changes to the Ordinance.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3055 by title.

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

Commissioner Fisher made a motion to approve the Public Hearing and adopt Ordinance # 3055 (Exhibit "B"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing - Second and Final Reading - Ordinance to Annex 13.52 acres of land: Hilliard Park, AX-21-0001 - Proposed Ordinance # 22-002

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of an annexation of approximately 13.52 acres of property located east of Simpson Road, north of Hilliard Isle Road, south of Pebble Pointe Way, and west of Cahokia Court.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3056 by title.

Mayor Gonzalez announced the Public Hearing.

Planner Brenda Ryan reviewed the annexation which was before the Commission for First Reading on March 15, 2022. She explained the applicant received comments and complaints and they have withdrawn the request for Multi-Family Medium Density and will use the City land use conversation table in Future Land Use Policy 1.1.10.5 to

establish Single-Family Low Density Residential. Staff recommends approval of the annexation. Planner Ryan briefly discussed the timeline for the Simpson Road improvement project.

The following individuals spoke in opposition to the annexation and land-use:

Michael Gomez, 2520 Greenwood Drive, Kissimmee, stated he opposed a multi-family development of the property and would like to keep one (1) acre lots per home. He also expressed concern in reference to townhomes as part of the plans.

Tina Wybiral, 2555 Stemwood Court, Kissimmee, spoke on behalf of herself and other members of the audience that gave their time to her. She addressed her opposition to Planner Ryan's comments regarding the land use designation and reiterated that the community did not want townhomes. Ms. Wybiral entered into the record a petition (Exhibit "C") which was circulated in the community and received approximately 70 signatures.

In addition to the speakers who were present, emails (Exhibit "D") received prior to the meeting were submitted for review.

Mr. Thomas Vosik, 2620 Cahokia Court, Kissimmee, stated he he was prepared to speak about the zoning map ddesignatation item (4.C) and not the annexation.

The remaining citizens who submitted a form in opposition include:

Michelle Lux, 2675 Hilliard Court, Kissimmee
 John Lux, 2675 Hilliard Court, Kissimmee
 Gustavo Pimentel, 2685 Hilliard Court, Kissimmee
 Adriana Herrera, 2520 Greenwood Drive, Kissimmee
 George Burgos, 2690 Hilliard Court, Kissimmee
 Juanita Burgos, 2690 Hilliard Court, Kissimmee

Planner Ryan clarified that Osceola County had an E-1 low density designation. City Manager Steigerwald asked Ms. Ryan to confirm if the City Code allows for townhomes. Ms. Ryan confirmed it did not authorize townhomes or multi-family, only single-family detached. City Manager Steigerwald provided education to the City Commission and the public on the difference between land uses and zoning.

Shawn Hindle, Hanson & Walters Associates, 8 Broadway, representing the applicant, stated that after receiving complaints about the original land use, they rescinded their initial request. In the newly proposed low-density residential with approximately four (4) homes per acre, there would be no townhomes in the concept plan as the City does not allow for them. Mr. Hindle requested Commission consideration of the use of RA-4.

Commissioner Fisher made a motion to approve the Public Hearing and adopt Ordinance #3056 (Exhibit "E"). Commissioner Castano seconded the motion. Upon roll call, the vote was as follows:

Commissioner Fisher AYE

Commissioner Castano	AYE
Commissioner Ortiz	NAY
Commissioner Alvarez	NAY
Mayor Gonzalez	AYE

Motion carried 3 - 2.

4.C Public Hearing - Final Reading - Ordinance amending the Zoning Map designation to establish the City's Single Family Residential (RA-4) on 13.52 acres of land - Proposed Ordinance # 22-004

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of a zoning map amendment to establish the City zoning designation of Single Family Residential (RA-4) on 13.52 acres of land that has a County zoning designation of Estate Development (E-1).

City Attorney Sanchez de Fuentes read Ordinance # 3057 by title.

Mayor Gonzalez announced the Public Hearing.

Planner Ryan explained that the Planning Advisory Board approved the item on February 16, 2022. After receiving public comment and concerns, Ms. Ryan reiterated that the applicant amended their request from medium-density residential to single-family low-density residential (RA-4). She briefly discussed the capital improvement plans for roadways and stated staff recommends approval.

A discussion amongst the Commission and staff ensued concerning RA-4 and RA-3 land use designations.

Commissioner Alvarez stated that he firmly believes the larger lots allow the area to remain intact and preserved was his desire.

Thomas Kapp, 21 N. Clyde, Kissimmee, stated that he was opposed to the zoning if it meant Hilliard Park would be small and congested like communities in Lakeside Estates.

Mayor Gonzalez had concerns about the size of the proposed RA-4 zoning lots.

Commissioner Castano expressed her concern that these homes mirror others in the community.

Commissioner Fisher recommended the Commission reserve their discussion until all members of the public have a chance to comment. Mayor Gonzalez reopened the public comment portion of the meeting.

Thomas Werline, 2834 Hilliard Isle Road, Kissimmee, stated the road system should be a priority over the annexation and zoning.

Mr. Thomas Vosik, 2620 Cahokia Court, Kissimmee, spoke in opposition to the zoning changes and expressed concerns about public safety and the availability of transportation, unplanned growth, an incompatible zoning plan, and that the Simpson Road improvement project should be a priority. He asked the Commission to reject the zoning request.

Shawn Hindle, Hanson & Walter Associate, 8 Broadway, Kissimmee, provided an overview of his experience working on multiple city projects. He discussed the land values and appraisal differences on homes inside Hilliard Isle from 1995 to the present. Mr. Hindle provided details on the timeline to construct Simpson Road and stated that his client listened to the concerns and comments of the public and willingly made changes to the zoning, but those changes still had to be economically feasible for the developer. He concluded this public comment by reiterating that lots need to be smaller to be affordable and highlighted that infrastructure protects Florida.

John Lux, 2675 Hilliard Court, Kissimmee, commented on Mr. Hindle's assessment of property values and expressed they were inaccurate. He further opposed the development of small lots.

Avita Hubbard, 2570 Greenwood Drive, Kissimmee, reiterated the concerns listed in her email (Exhibit "D"), and stated the community is for families and asked the Commission to consider their needs over a developer.

Mr. Hindle stated there needs to be a transitional use between commercial and residential. He detailed that the codes have changed and that what the public is requesting cannot be built. He reiterated that they would be willing to develop under an RA-3 or RA-4.

Commissioner Fisher motioned to amend the zoning map to the RA-4 designation. Commissioner Castano seconded the motion for discussion.

Commissioner Alvarez and City Manager Steigerwald discussed lot sizes and acreage.

Upon roll call, the vote was as follows:

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

Motion Failed 1 - 4.

Commissioner Castano moved to adopt Ordinance # 3057 (Exhibit "F") with a RA-3 designation. Mayor Gonzalez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 3 - 2.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

City Manager Steigerwald requested the removal of item 7.C. from the Consent Agenda and requested it be moved to discussion due to the need to make a small correction to the Bond documents (Exhibit "G").

Commissioner Fisher motioned to approve the Consent Agenda minus item 7.C. Commissioner Castano seconded the motion.

Motion Passed 5 - 0.

7.A Acceptance of the Fiscal Year 2021 Justice Assistance Grant Program made available by the U.S. Department of Justice

Approval of the acceptance of the Fiscal Year 2021 Justice Assistance Grant Program - Countywide (JA-C) made available by the U.S. Department of Justice (USDOD) via Osceola County Government.

7.B Amendment No. 2 to Task Work Order No. 3 with RS&H, Inc. for the West Oak Street at John Young Parkway Improvement Project

Approval to amend Work Order No. 3 with RS&H, Inc. for the West Oak Street at John Young Parkway Improvement Project in the amount of \$92,035.02 for post design services.

7.D Adoption of a Resolution approving the Local Housing Assistance Plan for Fiscal Years 2022-2023, 2023-2024, and 2024-2025

Approval of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan for the Fiscal Years 2022-2023, 2023-2024, and 2024-2025 and to authorize the

Mayor to execute the related Resolution and certification.

Resolution # 03-2022 (Exhibit "H").

- 7.E Resolution authorizing the City to submit and accept a 2022 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission

Approval of a Resolution to submit and accept, if awarded, a 2022 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission in the amount of \$150,000 and allow the City Manager to sign any required documents pertaining to this grant.

Resolution # 04-2022 (Exhibit "I").

- 7.F Disposal of City Assets

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

- 7.G Contract with the Kissimmee Charter Academy for a School Resource Officer

Approval to enter into a contract with the Kissimmee Charter Academy to provide a School Resource Officer for the 2022-2023 academic year.

8. DISCUSSION ITEMS

- 7.C Supplemental Resolution Authorizing the Negotiated Sale of Capital Improvement Refunding Revenue Bonds, Series 2022 and Other Actions Concerning the Issuance and Sale of the Series 2022 Bonds

Approval of a Supplemental Resolution authorizing the negotiated sale of not to exceed \$37,000,000 Capital Improvement Refunding Revenue Bonds, Series 2022, along with various other actions necessary for the sale and issuance of the bonds.

City Manager Steigerwald discussed a small change made to the interest rate of the bond, which had been reviewed by the financial advisors of the City. Staff recommends approval.

Commissioner Fisher made a motion to approve Item 7.C. and adopt Resolution #02-2022 (Exhibit "J"). Commissioner Castano seconded the motion

Motion Passed 5 – 0.

- 8.A Commercial Solid Waste Collection Transition Update

Franchise Coordinator Jody Kirkendall introduced Chaz Jordan with Kessler Consulting.

Mr. Jordan reviewed the presentation (attached to the agenda) and discussed the project background, transition plan, major milestones, and financial analysis based upon new data.

Commissioner Fisher questioned if purchasing the Waste Management containers is an option.

Mr. Jordan stated Waste Management was not willing to sell their containers to the City.

A discussion continued with staff and the Commission on options for replacing the containers.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded everyone about the Tidy-Up Lake Toho Event and Caribbean Fusion planned for the weekend.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano welcomed the Agriculture Consult of Mexico.

Commissioner Alvarez reminded everyone about the upcoming Puerto Rican Day Parade in downtown Orlando, Kissimmee Cuban Sandwich Festival, and Toho Marina Clean-Up.

Commissioner Fisher wished everyone a Happy Easter, Ramadan and Passover.

Mayor Gonzalez, wished everyone a good night.

10. ADJOURNMENT There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:36 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Oath of Office – Kissimmee Police Officers
Jonathan Rogenus, Brian Lopez, Tristan Clark
Item 3.A

Exhibit "B"
Ordinance #3055 – Alcoholic Beverage Ordinance
Item 4.A

Exhibit "C"
Hilliard Isle Petition by Community Residents
Copy Presented to Osceola County Commission Osceola Planning Board
Item 4.B

Exhibit "D"
Emails to City from Hilliard Isle Community Residents
George Burgos, Avita Hubbard, Luisa Ardila & Daniel Cirigliano, Juanita Burgos
Item 4.B

Exhibit "E"
Ordinance # 3056 – Hilliard Park Annexation
Item 4.B

Exhibit "F"
Ordinance # 3057 – Zoning Map Designation to Establish RA-3
Item 4.C

Exhibit "G"
Resolution # 02-2022 – Capital Improvement Bond/ Rate Changes Handout
Item 7.C

Exhibit "H"
Resolution # 03-2022 – Approval of Local Housing Assistance Plan
For FY 2022-23, 2023-24, 2024-25
Item 7.D

Exhibit "I"
Resolution # 04-2022 – Acceptance of 2022 Florida Boating
Improvement Grant Program
Item 7.E

Exhibit "J"
Resolution # 02-2022 – Final Capital Improvement Bond
and Purchase Contract
Item 7.C



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 3, 2022 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell, Records Specialist Derek Negron
Members Absent: Deputy City Manager Desiree Matthews

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - National Day of Prayer

The request is for the City Commission to present a Proclamation in honor of the "National Day of Prayer".

City Manager Steigerwald read a proclamation in honor of "National Day of Prayer" as the Mayor and Commissioners presented the proclamation to Randy Law and members of her organization.

3.B Proclamation - Foster Youth Connection

The request is for the City Commission to present a Proclamation in honor of "Foster Youth Connection Month".

City Manager Steigerwald read a proclamation in honor of "Foster Youth Connection" as the Mayor and Commissioners presented the proclamation to Reverend Rupert Henry.

Reverend Henry expressed his gratitude for the proclamation and discussed the importance of child welfare and safety.

3.C Proclamation - Lupus Awareness Month

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

City Manager Steigerwald read a proclamation in honor of "Lupus Awareness Month" as the Mayor and Commissioners presented the proclamation to Denise Rivera.

3.D Employee of the Month for May - Melissa Zayas-Moreno

That the City Commission join the City Manager in recognizing Melissa Zayas-Moreno, City Manager's Department, as May's Employee of the Month.

City Manager Steigerwald introduced Communications and Public Affairs Manager Zayas-Moreno and reviewed the attributes that led to her nomination and selection as the May Employee of the Month. A brief overview of her successes and accomplishments during her tenure with the City was reviewed and the City Manager reminded the audience that the Employee of the Month is selected by a committee of peers, and there is no greater honor.

Manager Zayas-Moreno stated she was honored to receive the recognition and thanked her team and supporters for her success.

3.E Service Awards for January, February and March

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

Employees present to receive their Service Awards:

Five Years: Edwin Chavarria, Ashley Putney, Javier Romero, Charles Smith, Ashley Willis

Fifteen Years: Jack Flanary

Twenty-Five Years: Brandon Layne

Thirty-Five Years: Yvette Beltran

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Ordinance to Annex 1.19 acres of land: Tangelo Circle, AX-22-0001 - Proposed Ordinance # 22-08

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval to annex approximately 1.19 acres of property located east of Old Vineland, and north of W. Vine St.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-08 by title.

Planner Brenda Ryan reviewed the request to annex 1.19 acres of property identified as Tangelo Circle.

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

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance # 22-08. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz AYE

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

Motion carried 5 - 0.

4.B Public Hearing - First Reading - Ordinance amending the Future Land Use designation from MF-MDR, MF-HDR, CONS, & CG to CONS AND IB: Constellation (Formerly Ramona), LUPA-22-0001 - Proposed Ordinance #22-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Approval to transmit a Land Use Plan Amendment to change the Future Land Use Map designation from Multi Family Medium Density Residential (MF-MDR), Multi-Family High Density Residential (MF-HDR), Conservation (CONS), and Commercial General (CG) to Conservation (CONS) and Industrial Business (IB) on 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-09 by title.

Planner Ryan reviewed the request and explained the Land Use, if approved, will amend the use from Multi-Family Medium Density to Multi-Family High Density and change from commercial to industrial to accommodate development. Planner Ryan clarified the construction on Bill Beck Boulevard is a County project and not associated with the City's request for this Land Use Amendment.

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

Commissioner Fisher moved to approve the Proposed Ordinance #22-09. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Reverend Paul Czigan, 1556 Oak Leaf Lane, Kissimmee, stated he was representing Iglesias Alianza Church and sought to offer quarterly acts of community service to the City.

7. CONSENT AGENDA

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City Manager Steigerwald requested 7.B. be removed from Consent for Discussion.

Commissioner Fisher made a motion to approve the Consent Agenda minus Item 7.B. Commissioner Ortiz seconded the motion.

Motion to Approve Passed 5 - 0.

- 7.A Approval of City Commission Minutes from the April 5, 2022 meeting
Request Commission approval of the April 5, 2022 Commission Minutes.
- 7.C Agreement between the Kissimmee Police Department and Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network
The Police Department requests Commission approval for the Chief of Police to sign and execute the Agreement between the Kissimmee Police Department and the Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network.
- 7.D Resolution Establishing Qualifying Period for the August 23, 2022 City General Election
Request Commission adoption of a Resolution establishing the qualifying period for the August 23, 2022 City General Election.

Resolution # 05-2022 was adopted.
- 7.E Agreement with Tele911, Inc. to provide Virtual Visits with Emergency Medical Providers during certain Calls for Service
Approval for the Mayor to execute the Telemedicine and Patient Navigation Facilitation Agreement and Business Associate Agreement between the City of Kissimmee and Tele911, Inc. to provide virtual visits with emergency medical providers during certain calls for service.
- 7.F Amendment to the Consulting Services Contract for the Noise Ordinance Project
Approval of Amendment #1 to the consulting services contract with VHB, Inc. to expand the scope and increase public engagement opportunities for the Noise Ordinance revision project.
- 7.G Mill Creek Mall Lot 4 Replat - Final Plat (DRC# SR-22-0001)
Requesting City Commission approval of the final plat known as Mill Creek Mall Lot 4 Replat.
- 7.H Osceola Village Center – Major Subdivision, Final Plat (DRC# 21-00060)
Requesting City Commission approval of the final plat known as Osceola Village Center, with performance guarantee/agreement.

- 7.I Engineering Continuing Services contract extension with RS&H, Inc.
Approval to extend the Engineering Continuing Services contract with RS&H, Inc.
- 7.J Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for the construction of the West Oak Street at John Young Parkway Intersection Improvement Project
Approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement, authorizing the City Manager to execute and deliver to the FDOT the LAP Agreement for the construction of the West Oak St at John Young Pkwy Intersection Improvements project, and to amend the budget accordingly.

Resolution # 06-2022 was adopted.
- 7.K Agreement with AMH Development LLC to repave Ixora Court in the Sunbelt Phase I Subdivision
Approval of a maintenance bond agreement, hold harmless agreement, and temporary construction easement agreement between AMH Development, LLC, and the City of Kissimmee to repave Ixora Court in the Sunbelt Phase I subdivision.
- 7.L Resolution to Accept a Public Transportation Grant Agreement from the Florida Department of Transportation for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport
Approval of a Resolution to accept a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport.

Resolution # 07-2022 was adopted.
- 7.M Amendment No. 12 to the Professional Service Agreement with AVCON, Inc.
Approval of Amendment No. 12 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for technical design engineering services in connection with Parcel 8 Airpark development site work - design and permitting.
- 7.N Transfer of Funds from Airport Reserves for Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport
Approval to transfer funds from Airport Reserves to complete the City's funding match for the Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport.
- 7.O Approval of an Interlocal Agreement between the School District of Osceola County and the City of Kissimmee
Approval of an Interlocal Agreement relating to School Resource Officers at each district public school.

8. DISCUSSION ITEMS

- 7.B HOME American Rescue Plan Allocation Plan - Osceola County HOME Consortium
Approval of the City's portion of the HOME - American Rescue Plan (HOME-ARP) Allocation Plan.

City Manager Steigerwald discussed the rental assistance allocation funding the City receives in their partnership with Osceola County. The proposed plan for tenant-based rental assistance currently includes a limitation of two (2) years of assistance with a “not

to exceed” amount of \$1500 per month for ten (10) households. Staff is recommending expanding the number of assisted households from ten (10) to twenty (20) in exchange for a reduced time period of one (1) year, with a “not to exceed” amount of \$1500 per month.

Commissioner Fisher made a motion to approve Item 7.B. with the staff recommended language changes. Commissioner Castano seconded the motion.

Motion Passed 5 - 0.

8.A Annual Advisory Board Appointments/Reappointments

The Commission is requested to reappoint or replace Board Members with terms expiring May 31, 2022.

Mayor-Commissioner Gonzalez made a motion to reappoint Nilisa Council to the Citizens Police Review Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

Mayor-Commissioner Gonzalez made a motion to reappoint Robin Wright to the Parks & Recreation Advisory Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

Commissioner Fisher made a motion to reappoint Edward Kilroy to the Parks & Recreation Advisory Board. Commissioner Alvarez seconded the motion.

Motion Passed 5 - 0.

Commissioner Castano made a motion to reappoint Nina Hill to the Citizens Police Review Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Castano made a motion to reappoint Guillermo “Bill” Hansen to the Parks & Recreation Advisory Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Alvarez made a motion to reappoint Mary Carr to the Board of Adjustment. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Alvarez made a motion to reappoint Robert Spalding to the Planning Advisory Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Ortiz made a motion to reappoint Wilfredo Fonseca to the Board of Adjustment. Commissioner Alvarez seconded the motion.

Motion Passed 5 - 0.

Commissioner Ortiz made a motion to reappoint Scott Brooks to the Historic Preservation Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald announced the Osceola County Law Enforcement Memorial will be held Wednesday, May 4, 2022 at 9:30 a.m. in front of the Courthouse.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

The City Commissioners individually wished everyone a happy Mother's Day.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:35 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Change Order No. 2 with Gomez Construction for Electrical Vault Project at Kissimmee Gateway Airport

Request

Approval of Change Order No. 2 with Gomez Construction for Airport Electrical Vault Project in the amount \$84,705.03 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 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.

On February 15, 2022, the Commission approved 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 was 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 included roofing revisions, wireless equipment, additional decking material, an access control system and TOHO Water Authority requirements.

Change Order No. 2 is now needed due to unforeseen changes to the original bid, stamped City plans by Kissimmee Utility Authority (electrical requirements/fees) and Toho Water Authority (lift station). Due to these changes, the contractor has requested more time. In addition, the Airport wishes to fill the new storage tank themselves due to the current high cost of diesel fuel because the Airport can procure the fuel at a lower cost than the contractor. A credit has been included in the overall increase to the project for fuel.

This change order request has been approved by the FAA.

Original Contract Price: \$2,972,000.00

Change Order No. 1: +\$212,404.64

Change Order No. 2: +\$84,705.03

Revised Contract Price: \$3,269,109.67

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2003	Increase	\$84,705.03	

Financial Summary:

City of Kissimmee

This project is 100% funded by FAA.

Recommendation

Staff recommends Commission approval of Change Order No. 2 with Gomez Construction for Airport Electrical Vault Project in the amount \$84,705.03 using FAA grant funding.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Gomez Change Order 2 - Electrical Vault (2)



CHANGE ORDER No. 02

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.: 02

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; Original Subs Completion Date March 3, 2022

DESCRIPTION OF CHANGE

The purpose of the change is for unforeseen changes to the original bid and stamped City plans by Kissimmee Utility Authority and Toho Water Authority. Due to these changes the contractor has requested more time. In addition, the Airport wishes to fill the new storage tank themselves due to the current high cost of diesel fuel, they can procure the fuel at a lower cost than the contractor, so a credit has been given to the project. See attached backup.

ADJUSTED CALENDAR DAYS CONTRACT TIME.

ORIGINAL:	<u>150 calendar days</u>
PREVIOUS CHANGE ORDERS:	<u>24 calendar days</u>
THIS C.O.:	<u>42 net calendar days</u>
TOTAL:	<u>216 calendar days</u>
ORIGINAL DATE/COMPLETION:	<u>March 3, 2022</u>
REVISED COMPLETION:	<u>May 8, 2022 Substantial</u>
REVISED COMPLETION:	<u>June 7, 2022 Final (includes 30 day cutover</u>

period for vault testing as the clock has been stopped). Liquidated damages begin June 8, 2022.

ORIGINAL TOTAL CONTRACT PRICE:	\$2,972,000.00
APPROVED ADDITIONS OR DELETIONS TO CONTRACT TO DATE:	\$ 212,404.64
APPROVED REVISED CONTRACT AMOUNT TO DATE:	\$3,184,404.64
AMOUNT OF THIS CHANGE ORDER: ADD <u>X</u> DELETE <u> </u> :	<u>84,705.03</u>
REVISED TOTAL CONTRACT PRICE:	\$3,269,109.67
PERCENTAGE THIS CHANGE OF ORIGINAL CONTRACT PRICE	(+2.85%)

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: 4/28/22

TITLE: Branch Manager

ATTEST: [Signature]

DATE: 4/28/22

PREPARED BY: [Signature]

AVCON, INC.: [Signature]
Sr. Project Manager / Engineer

DATE: 05/03/22

APPROVED: Kissimmee Gateway Airport

BY: _____
City of Kissimmee

DATE: _____

APPROVED: Federal Aviation Administration

BY: _____
Orlando ADO Program Manager

DATE: _____

**Kissimmee Security Electrical Vault
COR-002-r3**



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

April 20, 2022

Items described below and time explanation is attached.

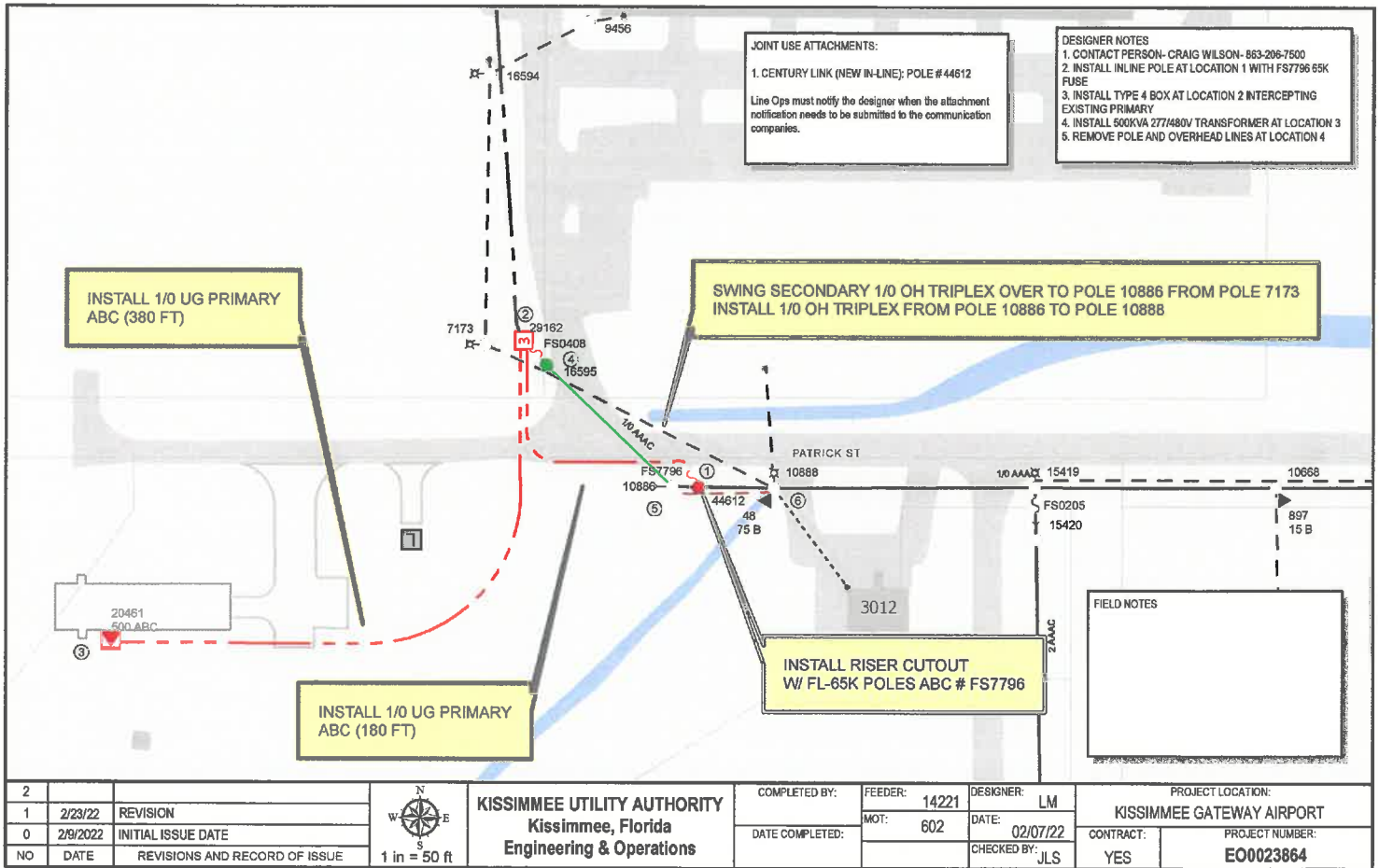
Item	Description of the Item	Est Qty	Unit	Unit Cost	Total Cost
1	Below Supervision	1	LS	\$ 8,892.80	\$ 8,892.80
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
5		1	LS	\$ -	\$ -
6		1	LS	\$ -	\$ -
7	GCC Subtotal			\$	8,892.80
8	GCC 12% Mark-Up			\$	1,067.14
9	Total GCC			\$	9,959.94
10					
11					
12	Revised/Added Electrical Conduit for KUA	1	LS	\$ 14,010.00	\$ 14,010.00
13	Dewatering for KUA Conduits	1	LS	\$ 3,351.00	\$ 3,351.00
14	Direct Bore Electrical from RFI	1	LS	\$ 11,249.00	\$ 11,249.00
15	Added Asphalt Demolition for KUA Conduit Installation	1	LS	\$ 1,689.20	\$ 1,689.20
16	KUA Fees	1	LS	\$ 22,407.70	\$ 22,407.70
17	Added Wall at Lift Station (Clarification of RFI)	1	LS	\$ 13,860.00	\$ 13,860.00
18	Added Fence at North Side of Gate around the swale	1	LS	\$ 2,186.00	\$ 2,186.00
19	Remove duplicated meter	1	LS	\$ (6,620.00)	\$ (6,620.00)
20	Pad for Stairs	1	LS	\$ 300.00	\$ 300.00
24	Stairs	4	LS	\$ 7,831.69	\$ 7,831.69
22	Installation of Stairs	4	LS	\$ 3,631.00	\$ 3,631.00
23	Owner will fill Diesel Tank	6000	LS	\$ (2.80)	\$ (16,776.00)
24	Flow Meter Electric	1	LS	\$ 13,457.00	\$ 13,457.00
25	Flow Meter Bollards	1	LS	\$ 3,560.00	\$ 3,560.00
26	Added sod	1	LS	\$ 2,543.62	\$ 2,543.62
27		1	LS	\$ -	\$ -
28	Subtotal Subcontractors			\$	65,217.52
29	GCC 12% Mark-Up			\$	7,826.10
30	Total Subcontractors			\$	73,043.62
31	Total GCC			\$	9,959.94
32	Subtotal GCC & Subcontractors			\$	83,003.56
33	Builder's Risk			\$	315.54
34	GL Insurance			\$	747.03
35	Bond			\$	638.90
36	Grand Total			\$	84,705.03

37	MWBE Subcontractors	% of Contract	Subcontract Amount
38		0	\$ -
39		0	\$ -
40	Total Amount MWBE Subcontractors	0	\$ -

41	Supervision				
42	Supervision	20	days	\$ 444.64	\$ 8,892.80
43	Laborer	1	wks	\$ -	\$ -
44	Truck	1	mo	\$ -	\$ -
45	Telephone	0	wks	\$ 100.00	\$ -
46	Dumpster	1	ea	\$ -	\$ -
47	Final Clean Up	1	sf	\$ -	\$ -
48	Total Supervision			\$	8,892.80

Regarding additionally four weeks of time for supervision and five weeks contract extension, below are the contributing factors extending this time:

1. In order to complete the primary conduit feed, KUA was unable to support an existing utility pole until March 28, 2022 and install the new utility pole on March 22, 2022, which caused the work not be completed for two weeks.
2. RFI-062 requires direct boring: This will take one week to schedule, from the time of approval, and three weeks to complete the work.
3. Since the KUA transformer, pad and primary feed cannot be completed until the conduits are completed it is anticipated that the project will not receive permanent power for another four or more weeks.
4. Added roof drain piping is anticipated to be another week.
5. Added asphalt removal for the KUA piping will be another week.
6. The TOHO flow meter will take approximately three weeks to receive once confirmed and another two to three days to install. We are currently waiting on this arrival. Until this is installed and operational, the project can not be completed. It is needed for FDEP clearance and lift station start up.
7. Added 30' of fence one working day.
8. The KUA conduit completion held up the installation of the gate (including the controls/pads), fencing, grading, asphalt paving.
9. The connection point for the force main postponed the ordering of the saddle/wet tap, based on field condition. This saddle could not be ordered until TOHO approved the solution. That saddle will not arrive until March 28, 2022 and installed thereafter, including sidewalk pour back this postponed the completion by three weeks.
10. Required electrical for flow meter not in contract, approximately two weeks.



2			 1 in = 50 ft	KISSIMMEE UTILITY AUTHORITY Kissimmee, Florida Engineering & Operations	COMPLETED BY:	FEEDER: 14221	DESIGNER: LM	PROJECT LOCATION:	
1	2/23/22	REVISION				MOT: 602	DATE: 02/07/22	KISSIMMEE GATEWAY AIRPORT	
0	2/9/2022	INITIAL ISSUE DATE			DATE COMPLETED:		CHECKED BY: JLS	CONTRACT: YES	PROJECT NUMBER: EO0023864
NO	DATE	REVISIONS AND RECORD OF ISSUE							

This Instrument Prepared by:
Arthur J. "Grant" Lacerte Jr.
Kissimmee Utility Authority
1701 W. Carroll Street
Kissimmee, FL 34741

CONTRACT # _____
PROJECT # EO0023864
CUSTOMER # 1292

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this 25 day of February, 2022 by and between the Kissimmee Utility Authority ("KUA") and City of Kissimmee Gateway Airport (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at: 3012 Patrick St., KUA will install underground transformer. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:
- | | | |
|---|----|------------------|
| KUA Total Estimated Cost | \$ | <u>32,011.00</u> |
| Required Applicant Deposit | | |
| ☒ 70% of Estimated Total Cost | \$ | <u>22,407.70</u> |
| ☐ 100% of Estimated Total Cost | \$ | _____ |
- F. KUA will not proceed with any work until the contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in E above at the time of execution of this contract.
2. The required deposit is based on an estimate only and represents the current estimated cost for KUA to provide the Line Extension. Costs are subject to change without further notice.

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of ninety (90) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the ninety day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the contract is executed, the Estimate is also only valid for six (6) months from the effective date of this contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this contract; or (2) not complete work on the project within six months of the effective date of this contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this contract, KUA may cancel the contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this contract, including, but not limited to, costs associated with installation of facilities contemplated by this contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant is obligated to remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100, then neither a refund will be given to the Applicant nor will the Applicant be required to make an additional payment.

9. **Imposition of Liens:**

- a. In the event the Applicant fails to make any payment to KUA in a timely manner as required by this contract, Applicant hereby grants to KUA an automatic lien on the Project's real property to secure the amount owed to KUA under this contract, including interest (calculated at the maximum rate allowed by law), costs and attorney's fees. Applicant agrees the lien will become effective upon KUA's filing and recording of a claim of lien against the Project's real property in the official records of Osceola County.
- b. Applicant agrees that this contract constitutes adequate notice of KUA's claim of lien in the event Applicant fails to make payment as required hereunder.
- c. At KUA's option, such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages.
- d. Upon Applicant's payment of all amounts owed under this contract, KUA shall, upon Applicant's written request, execute and deliver to Applicant an instrument, in recordable form, releasing the lien. Such release shall have no effect on Applicant's ongoing obligations under this Agreement.

10. **Requirements of Applicant:** The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.

- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
- b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
- c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
- d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
- e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
- f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
- g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this contract.
- h. The Applicant shall use reasonable care to avoid damaging KUA property. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.

11. All electric facilities installed by KUA under this contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.

12. No provision in this contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any

accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.

13. The Applicant covenants and agrees to indemnify, defend and save harmless KUA and/or its board members, officials, directors, partners, consultants, agents, and/or employees ("indemnified parties") from any and all liability, claims, suits damages, causes of action (including, without limitation, claims for any personal injury, loss of life or damage to property), cost, expenses, (including, without limitation, expenses for any and all attorney's fees and/or expert witness fees and related costs), injury or loss which KUA and/or the indemnified parties suffer themselves or to which they may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the owner/developer, his contractor, subcontractor, any person or organization employed by any of them to perform or furnish any of the work on the Project or anyone for whose acts any of them may be liable.
14. Jurisdiction and venue under any claim or cause of action arising under this contract, or related to performance thereunder, shall lie in the courts of competent jurisdiction of Osceola County, Florida.
15. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
16. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
17. The terms and conditions of this contract shall have no applicability to any individual or entity other than the Applicant and KUA. The parties do not intend for this contract to benefit directly or indirectly any party not a signatory hereto.

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

Manager of Distribution Engineering

Vice President
Operations Department

APPLICANT

City of Kissimmee Gateway Airport
Print or Type Name

Director of Aviation

Title of Signatory

Signature

ATTEST:

Dawn B. Bennett

AMOUNT DEPOSIT PAID \$ _____



Line Extension Contract																																			
EO0023864 - 3012 Patrick St (Kissimmee Gateway Airport)																																			
Estimate Breakdown of Costs																																			
Description	Cost Each	Quantity	Material Total Cost	Labor Total Cost	Equipment Total Cost																														
Install																																			
Conductor UG XLP AL 1/0	\$ 2.97	1,659	\$ 4,927.23																																
Elbow 200A 1/0	\$ 23.37	9	\$ 210.33																																
Junction Box 3ph 200A Type 4	\$ 3,204.04	1	\$ 3,204.04																																
Cutout riser fused 100A 3ph	\$ 856.65	1	\$ 856.65																																
Arrester UG elbow	\$ 60.95	3	\$ 182.85																																
Pad junction box Type 4	\$ 454.80	1	\$ 454.80																																
Concrete pad 3ph transformer	\$ 453.38	1	\$ 453.38																																
Pole wood 45ft	\$ 333.15	1	\$ 333.15																																
Pothead 1/0	\$ 53.26	3	\$ 159.78																																
Secondary OH triplex 1/0	\$ 0.92	63	\$ 57.96																																
Switchable 3ph 277/480v 500kva	\$ 13,425.47	1	\$ 13,425.47																																
Remove																																			
Cutout riser fused 100A	\$ -	1	\$ -																																
Pole wood 45ft	\$ -	1	\$ -																																
Conductor UG XLP AL 002	\$ -	36	\$ -																																
Conductor OH AAC 1/0	\$ -	306	\$ -																																
5 Men crew (Avg 4 hrs. each)	Avg \$29.7209 per hour	20	Total Hrs	\$ 2,972.09																															
Designer Labor				\$ 200.05																															
Labor Overheads				\$ 3,360.88																															
EU043	\$ 20.20	13.00	hrs		\$ 262.60																														
EU064	\$ 7.50	13.00	hrs		\$ 97.50																														
EU090	\$ 29.20	13.00	hrs		\$ 379.60																														
EU137	\$ 8.00	13.00	hrs		\$ 104.00																														
<table> <tr> <td>Total Material</td><td>\$ 24,265.64</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Total Labor</td><td></td><td>\$ 6,533.02</td><td></td><td></td><td></td></tr> <tr> <td>Total Equipment</td><td></td><td></td><td>\$ 843.70</td><td></td><td></td></tr> <tr> <td>Total 100% Estimated Cost:</td><td></td><td></td><td>\$ 31,642.36</td><td></td><td></td></tr> <tr> <td>Total 70% Estimated Cost:</td><td></td><td></td><td>\$ 22,407.70</td><td></td><td></td></tr> </table>						Total Material	\$ 24,265.64					Total Labor		\$ 6,533.02				Total Equipment			\$ 843.70			Total 100% Estimated Cost:			\$ 31,642.36			Total 70% Estimated Cost:			\$ 22,407.70		
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ITEM 7.C

Mach1 Aviation Economic Development Contract Amendment

Request

Approval of Mach1 Aviation LLC's Kissimmee Economic Development Qualified Target Industry contract amendment.

Explanation

In 2019, the City of Kissimmee provided Qualified Target Industry (QTI) eligible Mach1 Aviation LLC economic development incentives for their investment in a new facility at our Kissimmee Business Airpark. This investment will create the largest hangar on airport property and attract new aviation service lines currently not available at our airport. QTI contracts give companies 3 years to fulfill their investment and job creation obligations, or else forfeit their respective incentives.

Unfortunately, shortly after the QTI contract was issued, the worldwide COVID-19 pandemic occurred, halting operations and also creating economic issues, like global supply chain shortages. To that end, Mach1 Aviation was unable to meet their QTI obligations. As the causes were of no fault of the company, the City's Economic Development Division proposes Commission consideration to extend the QTI contract timeframe, to allow the company to move forward with their investment and still be eligible for the original economic development incentives. This extension of time does not create any further financial obligations to the City. The QTI package value remains the same, with funds available in the previously created Purchase Order #20-001092 in the amount of \$82,887. Funding is payable to the recipient only after each obligation in the contract is met.

Recommendation

Staff recommends approval of Mach1 Aviation LLC's Kissimmee Economic Development Qualified Target Industry contract amendment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Mach1 Aviation LLC QTI Amendment 5-2022

CITY OF KISSIMMEE
FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT

THIS FIRST AMENEDMENT is made to the Agreement dated October 17, 2019, and entered into this ____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and, **MACH 1 AVIATION LLC**, hereinafter referred to as “**COMPANY**”

WHEREAS, Company operates an aviation business and committed to establishing their business in the City of Kissimmee, and is the type of business City desires to increase employment opportunity for the citizens of the City; and

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

WHEREAS, City awarded Company economic incentives memorialized in the original Agreement on October 15, 2019, attached hereto as Exhibit A and made a binding part hereof, indicating the incentives Company would like to receive; and

WHEREAS, due to the effects of the pandemic and Covid-19, and downturn in the economy the Company was not able to fulfill the deadlines for the obligations of the original Agreement.

WHEREAS, the Parties desire to enter into this Amended Agreement to provide Company with more time to fulfil accomplish the grant obligations and to memorialize the terms and conditions under which Company shall receive Economic Development Incentives funding from City.

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

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing

text, and ~~stricken~~ words include deletions from existing text. true and correct and hereby incorporated into this Agreement.

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

Company shall:

- a. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company's average wage thresholds exceed the required minimum amount of \$46,113. This is the required rate for ~~2019~~ 2022.
 - b. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable Annexes.
 - c. Create and maintain a minimum of ten (10) jobs, over three (3) years, as part of Company's establishment.
5. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

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

and

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

COMPANY: MACH 1 Aviation, LLC
Attn: Fred Machado
2800 S. Orange Blossom Trail
Orlando, Florida 32805

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

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

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

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

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk



Signature
Printed Name: Fred Machado
Title: Mgr

APPROVED AS TO FORM:

City Attorney

**CITY OF KISSIMMEE
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of October, 2019 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and **MACH1 AVIATION LLC**, a Florida limited liability company, hereinafter referred to as “**COMPANY**”

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

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

WHEREAS, Company completed the Kissimmee Economic Development Application; and

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

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

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

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

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.

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

Company shall:

- a. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company's average wage thresholds exceed the required minimum amount of \$40,811.00. This is the required rate for 2019.
 - b. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable annexes.
 - c. Create and maintain a minimum of ten (10) jobs, over three (3) years, as part of Company's establishment.
5. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

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

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes

101 Church Street
Kissimmee, Florida 34741

COMPANY: Mach1 Aviation, LLC
Attn: Fred Machado
2800 S. Orange Blossom Trail
Orlando, FL 32805

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

of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Exhibits, or other attachment, the terms of this Agreement will control.

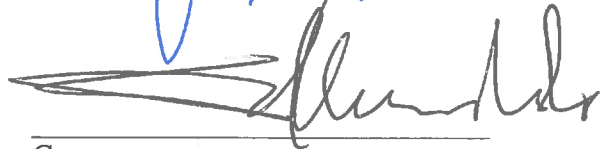
14. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF KISSIMMEE

~~Mike Steigewald, City Manager~~

JOSE ALVAREZ, Mayor



Company

Name: FRED MACHADO

Title: MGR

ATTEST:

Linda Hansell, City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A - ELIGIBLE INCENTIVES PROJECT: MACH1

5 DAY BUILDING PERMIT FAST TRACK PROCESS

INITIAL HERE FOR ACCEPTANCE: [Signature]

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

AEROSPACE EQUIPMENT GRANT

INITIAL HERE FOR ACCEPTANCE: [Signature]

- This incentive is based on the listed costs within the application and has a value of \$25,000.
(25% of \$200,000 listed amount however, max value of incentive \$25,000)

BUILDING LIFE SAFETY OR ADA RETROFIT REBATE

INITIAL HERE FOR ACCEPTANCE: [Signature]

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

BUILDING PERMIT FEE REIMBURSEMENT

INITIAL HERE FOR ACCEPTANCE: [Signature]

- Estimated amount of reimbursement is \$ 5,591 (25% of est. \$22,364.84 fees).

CHAMBER OF COMMERCE MEMBERSHIP

INITIAL HERE FOR ACCEPTANCE: [Signature]

- Estimated cost of Kissimmee/Osceola Chamber of commerce membership is \$425.

DEVELOPMENT REVIEW FEE REIMBURSEMENT

INITIAL HERE FOR ACCEPTANCE: [Signature]

- Estimated amount of reimbursement is \$ 1,871 (25% of est. \$7,483.73 fees).

HIRE LOCAL GRANT

INITIAL HERE FOR ACCEPTANCE: [Signature]

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

KISSIMMEE MOBILITY FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: [Signature]

- Estimated fee to be waived for the proposed new building is approximately \$20,624.

KUA COMMERCIAL LINE EXTENSION FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: [Signature]

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

TV COMMERCIAL CREATION

INITIAL HERE FOR ACCEPTANCE: [Signature]

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

ITEM 7.D

Award of Contract for Continuing Surveying Services

Request

Approval to award continuing surveying services contracts with (1) Johnston's Surveying Inc., (2) DRMP, Inc., (3) Hanson Walter & Associates, Inc., and (4) KPM Franklin Surveying.

Explanation

On February 20, 2022, the Engineering division of the Public Works and Engineering Department advertised in two local newspapers requesting Statements of Qualification from surveying firms for a continuing surveying services contract. Final submissions of these Statements of Qualifications were due to the City by March 15, 2022. In response to this request, the Public Works & Engineering Department received Statements of Qualifications from ten (10) surveying firms from throughout central Florida. The firms that submitted Statements of Qualifications were:

- 1) Johnston's Surveying Inc.
- 2) DRMP, Inc.
- 3) Hanson, Walter & Associates, Inc.
- 4) KPM Franklin Surveying
- 5) AIM Engineering & Surveying, Inc.
- 6) Barnes, Ferland and Associates, Inc.
- 7) CPH, Inc.
- 8) GCY, Inc.
- 9) Southeastern Surveying and Mapping Corp.
- 10) SurvTech Solutions, Inc.

A consultant selection committee was then assembled which consisted of Public Works & Engineering and Development Services staff including an Engineering Tech I, Engineering Manager, Senior Planner, and Engineer II to determine the ranking of the firms who submitted proposals. This review was conducted on March 29, 2022. Based on the review of the statements of qualifications, the consultant selection committee recommends that four (4) firms be selected for award of the continuing services contract with the City.

Award of a continuing surveying services contract to multiple firms provides the City with increased flexibility. It allows us to have several projects under design simultaneously, avoids the potential problem of overloading one firm with work and allows us to tailor assignments to firms with strong qualifications in specific areas.

The continuing surveying services contract will be for a period of three (3) years with two (2) optional one-year extensions. Firms selected will provide various general surveying work including, but not limited to: specific purpose surveys, ALTA surveys, support for preliminary design and engineering, (PD&E) reports, roads and trail design support, LAP, HUD, estimates of probable cost, coordination and obtaining permits from regulatory agencies, right of way acquisition support, value engineering surveying reports, serve as expert witness in court cases dealing with surveying and giving technical surveying support, reviewing final plat and certification in accordance with F.S. Chapter 177, as a surveyor representing the City of Kissimmee.

Selected firms will provide a price proposal for the projects assigned to them. Each assignment shall

be prepared as a task work order for the consultant and submitted to the City Commission for approval as required.

Recommendation

Staff recommends City Commission approval to award continuing surveying services contracts with (1) Johnston's Surveying, Inc., (2) DRMP, Inc., (3) Hanson Walter & Associates, Inc., and (4) KPM Franklin Surveying.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. RFQ Ranking Summary – Continuing Surveying Services
2. Johnston's Surveying Inc
3. Hanson Walter & Associates
4. DRMP
5. KPM Franklin

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer: Erika Allen

Date: 03.16.2022

		AIM Engineering & Surveying, Inc.	Barnes, Ferland and Associates, Inc.	CPH, Inc.	DRMP, Inc.	Franklin Surveying & Mapping, Inc	Total Points	Notes:
A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	17	20	18	20	20	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	10	20	18	18	20	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	12	12	15	17	17	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	7	7	7	7	10	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		76	89	88	92	97	100	

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer: Erika Allen

Date: 03.16.2022

	Firm:	GCY	Hanson, Walter & Associates	Johnston's Surveying	Southeastern Surveying and Mapping Corp.	SurvTech Solutions, Inc.	Total Points	Notes:
A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	20	20	20	20	20	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	18	20	20	18	17	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	19	20	20	19	18	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	8	8	8	10	7	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		95	98	98	97	92	100	

Firms:

AIM Engineering & Surveying, Inc.

Barnes, Ferland and Associates, Inc.

CPH, Inc.

DRMP, Inc.

Franklin Surveying & Mapping, Inc

GCY

Hanson, Walter & Associates

Johnston's Surveying

Southeastern Surveying and Mapping Corp.

SurvTech Solutions, Inc.

points	percentage
76	76%
89	89%
88	88%
92	92%
97	97%
95	95%
98	98%
98	98%
97	97%
92	92%

Firms:	points	percentage
Hanson, Walt	98	98%
Johnston's Si	98	98%
Franklin Surv	97	97%
Southeastern	97	97%
GCY	95	95%
DRMP, Inc.	92	92%
SurvTech Sol	92	92%
Barnes, Ferla	89	89%
CPH, Inc.	88	88%
AIM Engineer	76	76%

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Robert Tanaka Masiku

Date:

3/29/2022

	AIM Engineering & Surveying, Inc.	Barnes, Ferland and Associates, Inc.	CPH, Inc.	DRMP, Inc.	Franklin Surveying & Mapping, Inc	Total Points	Notes:
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A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	17	17	17	17	17	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	18	17	17	17	17	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	18	17	17	18	17	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	10	9	9	9	9	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		93	90	90	91	90	100	

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Robert Tanaka Masiku

Date:

3/29/2022

	Firm:	GCY	Hanson, Walter & Associates	Johnston's Surveying	Southeastern Surveying and Mapping Corp.	SurvTech Solutions, Inc.	Total Points	Notes:
A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	16	16	18	18	17	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	17	17	18	18	17	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	17	16	18	18	17	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	9	9	10	10	9	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		89	88	94	94	90	100	

Firms:

AIM Engineering & Surveying, Inc.
Barnes, Ferland and Associates, Inc.
CPH, Inc.
DRMP, Inc.
Franklin Surveying & Mapping, Inc
GCY
Hanson, Walter & Associates
Johnston's Surveying
Southeastern Surveying and Mapping Corp.
SurvTech Solutions, Inc.

points	percentage
93	93%
90	90%
90	90%
91	91%
90	90%
89	89%
88	88%
94	94%
94	94%
90	90%

Firms:

points	percentage
94	94%
94	94%
93	93%
91	91%
90	90%
90	90%
90	90%
90	90%
89	89%
88	88%

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Ashley Cornelison

Date:

3/29/2022

Firm:	AIM Engineering & Surveying, Inc.	Barnes, Ferland and Associates, Inc.	CPH, Inc.	DRMP, Inc.	Franklin Surveying & Mapping, Inc	Total Points	Notes:
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A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	10	20	15	20	20	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	5	15	15	20	15	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	10	15	15	20	20	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	10	10	10	10	10	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		65	90	85	100	95	100	

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Ashley Cornelison

Date:

3/29/2022

	Firm:	GCY	Hanson, Walter & Associates	Johnston's Surveying	Southeastern Surveying and Mapping Corp.	SurvTech Solutions, Inc.	Total Points	Notes:
A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	15	20	20	20	15	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	10	18	20	15	15	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	0	20	18	18	10	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	5	10	10	5	10	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	0	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		50	98	98	88	80	100	

Firms:

AIM Engineering & Surveying, Inc.
Barnes, Ferland and Associates, Inc.
CPH, Inc.
DRMP, Inc.
Franklin Surveying & Mapping, Inc
GCY
Hanson, Walter & Associates
Johnston's Surveying
Southeastern Surveying and Mapping Corp.
SurvTech Solutions, Inc.

points	percentage
65	65%
90	90%
85	85%
100	100%
95	95%
50	50%
98	98%
98	98%
88	88%
80	80%

Firms:

points	percentage
100	100%
98	98%
98	98%
95	95%
90	90%
88	88%
85	85%
80	80%
65	65%
50	50%

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Victor Aponte

Date:

3/29/2022

	AIM Engineering & Surveying, Inc.	Barnes, Ferland and Associates, Inc.	CPH, Inc.	DRMP, Inc.	Franklin Surveying & Mapping, Inc	Total Points	Notes:
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A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	10	18	12	20	15	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	10	15	12	20	20	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	5	12	15	20	20	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	10	10	10	10	10	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	10	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		65	85	79	100	95	100	

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

Victor Aponte

Date:

3/29/2022

	Firm:	GCY	Hanson, Walter & Associates	Johnston's Surveying	Southeastern Surveying and Mapping Corp.	SurvTech Solutions, Inc.	Total Points	Notes:
A	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	15	20	20	20	15	20	
B	A short descriptive summary (maximum of 3 pages) of the firm's experience in performing boundary, right-of-way topographic surveys as well as surveys depicting utility location and construction staking.	10	17	20	12	15	20	
C	A description of services (2 pages) to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services.	0	20	17	15	10	20	
D	Examples (maximum of 2 pages) of government and/or private survey project which have been completed by the firm within Central Florida within the last twelve months.	5	10	10	5	10	10	
E	A minimum of three (3) client references, two of which should be municipal, county or state agencies.	0	10	10	10	10	10	
F	Proof of Professional Liability Insurance	10	10	10	10	10	10	
G	A list of current projects.	10	10	10	10	10	10	
Total		50	97	97	82	80	100	

Firms:

AIM Engineering & Surveying, Inc.

Barnes, Ferland and Associates, Inc.

CPH, Inc.

DRMP, Inc.

Franklin Surveying & Mapping, Inc

GCY

Hanson, Walter & Associates

Johnston's Surveying

Southeastern Surveying and Mapping Corp.

SurvTech Solutions, Inc.

points

percentage

65	65%
85	85%
79	79%
100	100%
95	95%
50	50%
97	97%
97	97%
82	82%
80	80%

Firms:

points

percentage

DRMP, Inc.	100	100%
Hanson, Walt	97	97%
Johnston's Si	97	97%
Franklin Surv	95	95%
Barnes, Ferla	85	85%
Southeastern	82	82%
SurvTech Sol	80	80%
CPH, Inc.	79	79%
AIM Engineer	65	65%
GCY	50	50%

Score Card
RFQ2022-003 Continuing Contract Services for Surveying Services

Reviewer:

all

Date:

3/29/2022

Firms:	Points	Percentage
AIM Engineering & Surveying, Inc.	299	74.8%
Barnes, Ferland and Associates, Inc.	354	88.5%
CPH, Inc.	342	85.5%
DRMP, Inc.	383	95.8%
Franklin Surveying & Mapping, Inc	377	94.3%
GCY	284	71.0%
Hanson, Walter & Associates	381	95.3%
Johnston's Surveying	387	96.8%
Southeastern Surveying and Mapping Corp.	361	90.3%
SurvTech Solutions, Inc.	342	85.5%

Firms:	Points	Percentage
Johnston's Surveying	387	96.8%
DRMP, Inc.	383	95.8%
Hanson, Walter & Assoc	381	95.3%
Franklin Surveying & Ma	377	94.3%
Southeastern Surveying	361	90.3%
Barnes, Ferland and Ass	354	88.5%
CPH, Inc.	342	85.5%
SurvTech Solutions, Inc	342	85.5%
AIM Engineering & Surv	299	74.8%
GCY	284	71.0%

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND JOHNSTON'S SURVEYING, INC
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **JOHNSTON'S SURVEYING, INC** whose address is **900 Cross Prairie Pkwy, Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **JOHNSTON'S SURVEYING, INC** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

- 3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

- 3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.
- 3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.
 - B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

- C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

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

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.

Assistant Director of Public Works & Engineering/City Engineer

City of Kissimmee

Department of Public Works & Engineering

101 N. Church Street

Kissimmee, Florida 34741

SURVEYOR:**SECTION 7. CHANGES IN SCOPE**

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT**8.1 TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or
- 8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or
- 8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY SURVEYOR FOR CAUSE

The SURVEYOR may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.
- 12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been exercised under Section 8.0 herein.

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

- a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. SURVEYOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.
- d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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 CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
- e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

- 14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - WORK ORDER FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

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

- a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any

lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: 
Richard D. Brown

Title: President

Date: 04/26/2022

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26th day of April, 2022,
by means of ☒ physical presence or ☐ online notarization,
by Richard D. Brown as President for Johnston's Surveying, Inc., a
Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



CITY OF KISSIMMEE

Notary: 
Print Name: Leslie A. Minshew
My Commission Expires: 9/16/2024

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM



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

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK

FEE

1)

2)

3)

4)

5)

\$
-

Contract Dollars:

\$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction):

\$0.00

CONTRACT TOTAL DOLLARS:

\$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

- - -

City Commission Approval Date:

Director, PW&E

(Signature)

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)



900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

**CITY OF KISSIMMEE
CONTINUING PROFESSIONAL SURVEYING SERVICES
CONTRACT #RFQ 2022-003**

**APRIL 15, 2022
HOURLY RATE SCHEDULE
“EXHIBIT C”**

<u>Staff Classification</u>	<u>Hourly Billing Rate</u>
Principal Surveyor (PSM).....	\$180 per hour
CADD Surveyor (PSM).....	\$150 per hour
CADD Surveyor	\$130 per hour
Field Crew (3-man).....	\$200 per hour
Field Crew (2-man).....	\$160 per hour
Field Crew (1-Man w/truck).....	\$130 per hour
Field Crew (1-man – GPS)	\$110 per hour
Secretarial Services	\$ 60 per hour

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

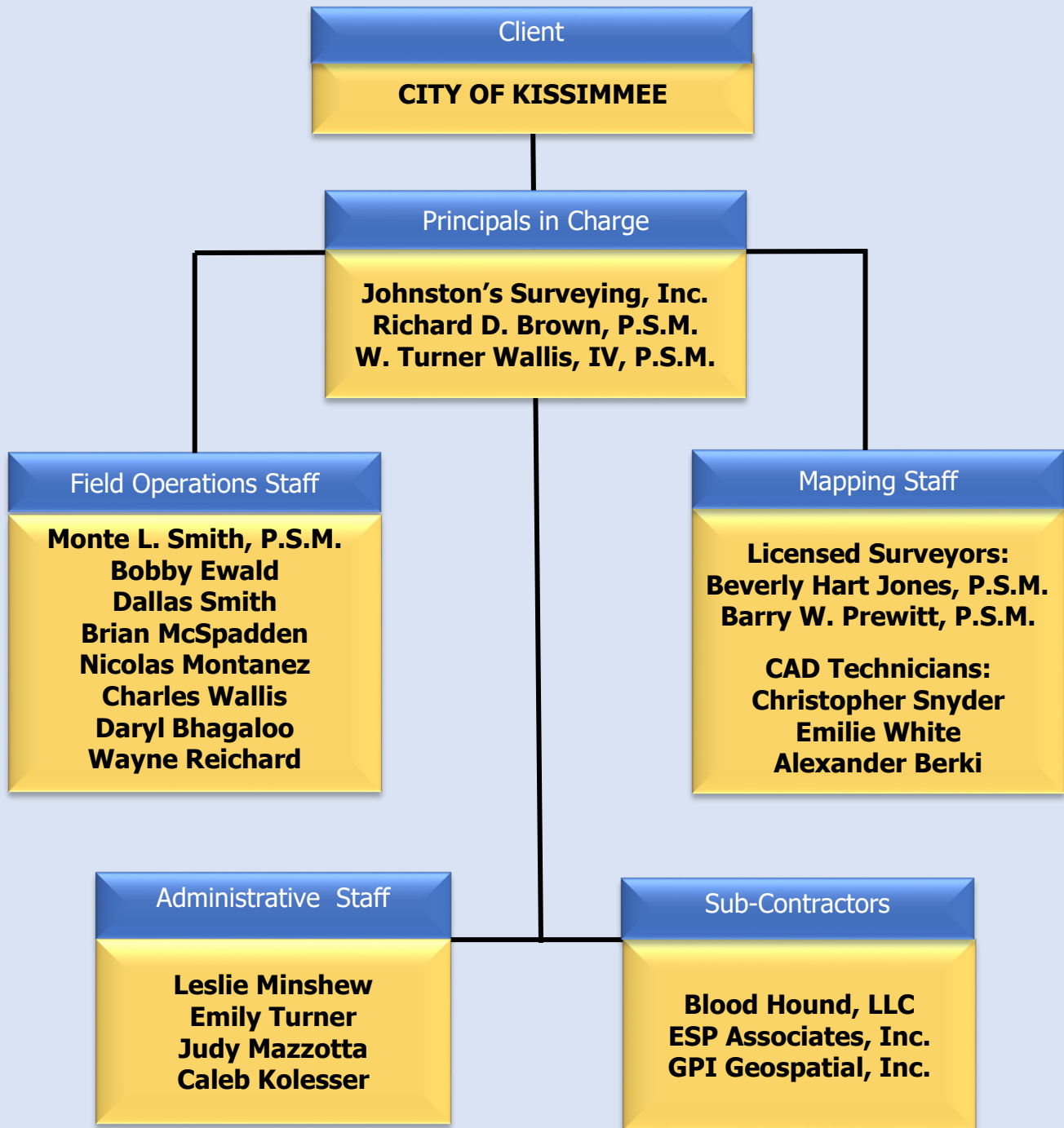
1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

TEAM ORGANIZATION CHART



**The Johnston's Surveying team has over 286
combined years of surveying experience.**

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND HANSON, WALTER & ASSOCIATES, INC
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **Hanson, Walter & Associates, Inc** whose address is **8 Broadway Suite 104, Kissimmee, FL 34741**, hereinafter "**SURVEYOR**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **Hanson, Walter & Associates, Inc** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

- 3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

- 3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.
- 3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.
 - B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

- C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

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

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.

Assistant Director of Public Works & Engineering/City Engineer

City of Kissimmee

Department of Public Works & Engineering

101 N. Church Street

Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or
- 8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or
- 8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY SURVEYOR FOR CAUSE

The SURVEYOR may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.
- 12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been exercised under Section 8.0 herein.

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

- a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. SURVEYOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.
- d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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 CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
- e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

- 14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - WORK ORDER FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

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

- a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any

lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: [Signature]

Title: VICE-PRESIDENT

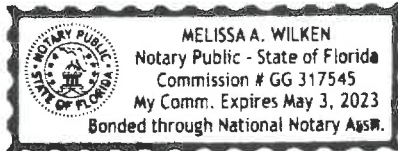
Date: 4-18-22

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 18th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by Randy Hanson as Vice President for Hanson Waters Associates, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Melissa A Wilken

Print Name: Melissa A. Wilken

My Commission Expires: 5/3/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK

FEE

1)	
2)	
3)	
4)	
5)	
	\$ -

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

- - -

City Commission Approval Date:

Director, PW&E

(Signature)

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES
for
THE CITY OF KISSIMMEE

Professional Surveying Services

Principal Surveyor (PSM)	\$150.00 /hour
Associate Surveyor (PSM).....	\$125.00 /hour
CADD Surveyor (PSM)	\$125.00 /hour
Survey Technician.....	\$ 85.00 /hour
Drafting Technician.....	\$ 85.00 /hour
Field Crew (GPS).....	\$155.00 /hour
Field Crew (3-man)	\$155.00 /hour
Field Crew (2-man).	\$145.00 /hour
Field Crew (1-man w/truck).....	\$125.00 /hour

Clerical/Production/Expenses

Secretarial Services	\$ 42.00 /hour
Prints (24" x 36" / 30" x 42" Blueprint or Copy).....	\$ 2 / \$3 /each
Copies (8.5" x 11")	\$ 0.25 /each
Copies (8.5" x 14").....	\$ 0.35 /each
Copies (11" x 17").....	\$ 1.00 /each
Expert Witness –	2.5 times hourly rate

The hourly rate(s) for other professional services, required by the use of subconsultants, will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants are required to provide the same level of detail in their proposals as described in this contract.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

Randy Hanson, PSM

John Hughes, PSM

Danny Tangonan- Drafter

Robert Cook – Drafter

Cody Grno- Crew Chief

Josh Shontz- Crew Chief

Ryan Catlett- Crew Chief

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND DRMP, Inc
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **DRMP, Inc** whose address is **941 Lake Baldwin Lane Orlando, FL 32814**, hereinafter "**SURVEYOR**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of **CITY** to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the **CITY** advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The **SURVEYOR** shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the **SURVEYOR**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **SURVEYOR** has submitted to the **CITY** detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The **CITY** hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the **SURVEYOR** desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the **CITY** for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The **SURVEYOR** acknowledges that the **CITY** has retained other **SURVEYORs** and that coordination between said **SURVEYORs** and the **SURVEYOR** may be necessary from time to time for the successful completion of the Assignments. The **SURVEYOR** agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The **SURVEYOR** will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the **SURVEYOR** shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

- 3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

- 3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.
- 3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.
 - B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

- C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

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

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or
- 8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or
- 8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY SURVEYOR FOR CAUSE

The SURVEYOR may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

\$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.
- 12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been

exercised under Section 8.0 herein.

- 13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.
- a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
 - b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. SURVEYOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.
 - d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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 CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
 - g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

- 14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.
- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B - WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

- 20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

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

- a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: [Signature]

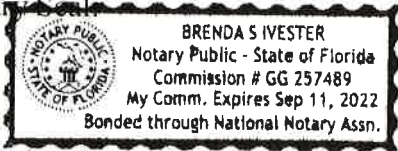
Title: Survey Manager

Date: 04/19/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☒ physical presence or ☐ online notarization, by FRANK LOPEZ as SURVEY MANAGER for SRMP, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal



Notary: Brenda S. Ivester
Print Name: BRENDA S. IVESTER
My Commission Expires: 9/11/2022

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

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

TASK

FEE

1)

2)

3)

4)

5)

\$
-

Contract Dollars:

\$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction):

\$0.00

CONTRACT TOTAL DOLLARS:

\$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

City Commission Approval Date:

Director, PW&E

(Signature)

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

Exhibit "A"

Effective February 8, 2021

Administrative/Office Support	Rate	Expert Witness	Rate
Administrative Support I	\$55.00	Expert Witness Research	\$145.00
Administrative Support II	\$65.00	Expert Witness Testimony	\$250.00
Administrative Support III	\$75.00	Public Relations	
Administrative Support IV	\$85.00	Public Relations I	\$95.00
Senior Administrative Support	\$115.00	Geomatics / Survey & Mapping	
Senior Administrative Supervisor	\$120.00	2-Person Survey Crew	\$165.00
Administrative Department Manager	\$160.00	3-Person Survey Crew	\$200.00
Reproduction Support	\$60.00	4-Person Survey Crew	\$255.00
Information Systems I	\$95.00	Survey CADD / Technician	\$95.00
Information Systems II	\$105.00	Surveyor in Training / Technician II	\$105.00
Graphic Design		Surveyor in Training / Technician III	\$110.00
Graphic Designer I	\$55.00	Professional Surveyor & Mapper (<i>Registered Surv</i>)	\$145.00
Graphic Designer II	\$75.00	Surveyor Project Manager	\$175.00
Graphic Designer III	\$120.00	Senior Professional Survey & Mapper	\$220.00
Technical Writing		Chief Surveyor & Mapper	\$245.00
Technical Writer I	\$50.00	Unmanned Autonomous System (UAS)	
Technical Writer II	\$65.00	Unmanned Autonomous System (UAS) Operator	\$140.00
Technical Writer III	\$85.00	Unmanned Autonomous System (UAS) Technician	\$85.00
Engineering		Unmanned Autonomous System (UAS) Lidar Unit	\$1,500.00
Engineering Technician I	\$55.00	Static Terrestrial Lidar	
Engineering Technician II	\$65.00	3 Person Crew	\$180.00
Engineering Technician III	\$70.00	4 Person Crew	\$220.00
Engineering Technician IV	\$80.00	5 Person Crew	\$285.00
Engineering Technician V	\$90.00	Mobile LIDAR Unit / Daily Rate	\$4,500.00
Engineer I (<i>Graduate Eng.</i>)	\$90.00	Ground Penetrating Radar (GPR) Services	
Engineer II	\$95.00	GPR Technician Crew	\$120.00
Engineer III	\$100.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Engineer IV	\$105.00	Subsurface Utility Engineering (SUE)	
Engineer V (P.E.) (<i>Registered Eng.</i>)	\$120.00	1-Person Utility Designate	\$120.00
Engineer VI (P.E.)	\$135.00	2-Person Utility Designate/Locate Crew	\$185.00
Engineer VII (P.E.)	\$150.00	3-Person Vacuum Excavation S.U.E. Crew	\$240.00
Engineer VIII (P.E.)	\$170.00	4-Person Vacuum Excavation S.U.E. Crew	\$285.00
Chief Engineer I (P.E.) (<i>20+ yrs</i>)	\$190.00	S.U.E. Project Manager	\$145.00
Chief Engineer II (P.E.) (<i>20+ yrs</i>)	\$250.00	Utility Locate Technician	\$100.00
Environmental		Senior SUE Tech	\$120.00
Environmental Scientist I	\$70.00	Planning	
Environmental Scientist II	\$90.00	Planner I	\$75.00
Environmental Scientist III	\$110.00	Planner II	\$85.00
Chief Environmental Scientist	\$125.00	Planner III	\$100.00
Senior Ecologist	\$160.00	Planner IV	\$115.00
GIS		Senior Planner I	\$125.00
GIS Technician	\$65.00	Senior Planner II	\$140.00
GIS Analyst I	\$75.00	Senior Planner III	\$165.00
GIS Analyst II	\$90.00	Designers	
GIS Analyst III	\$125.00	Designer I	\$100.00
GIS Senior Project Manager	\$180.00	Designer II	\$110.00
CEI		Designer III	\$120.00
Inspector I	\$62.00	Designer IV	\$130.00
Inspector II	\$76.00	Designer V	\$140.00
Senior Inspector I	\$90.00	Management	
Senior Inspector II	\$106.00	Project Manager I	\$95.00
Specialist (Materials, Contract, IT, etc.)	\$120.00	Project Manager II	\$100.00
Project Administrator I	\$135.00	Project Manager III	\$110.00
Inspection Manager/Proj. Admin II	\$170.00	Senior Project Manager I (<i>\$100k +</i>)	\$150.00
Resident Engineer	\$195.00	Senior Project Manager II	\$180.00
NBIS - Bridge Inspection		Senior Project Manager III	\$200.00
NBIS Engineer	\$200.00	Senior Project Manager IV	\$275.00
NBIS Team Leader	\$155.00	Supervising Engineer	\$180.00
NBIS Team Member	\$80.00	Department Managers I	\$190.00
		Department Managers II	\$220.00
		Division Managers I	\$240.00
		Division Managers II	\$285.00
		Principals	\$360.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

PRINCIPALS

Lawrence L. Smith, Jr.
Donaldson K. Barton, Jr.
Glenn J. Lusink
Mark D. Prochak
Mark E. Puckett

April 19, 2022

DRMP Job #:22-0111.0mk

KEY PERSONNEL

Vice President-in-Charge	Joseph Di Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LiDAR/UAS	Brent Bass, PE
Geographic Information Systems	John Gilreath, GISP
Utility Coordination	Merissa Erickson
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Surveying, Inc. (Douglas Negron)

OFFICES

Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Merritt Island, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KPM FRANKLIN
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **KPM Franklin** whose address is **1012 Emmett St Suite A Kissimmee, FL 34741**, hereinafter "**SURVEYOR**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

- 3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

- 3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.
- 3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.
 - B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

- C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

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

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or
- 8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or
- 8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY SURVEYOR FOR CAUSE

The SURVEYOR may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

\$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.
- 12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been

exercised under Section 8.0 herein.

- 13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.
- a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
 - b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. SURVEYOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.
 - d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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 CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
 - g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

- 14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - WORK ORDER FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

- 20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

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

- a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: John Pulice JOHN PULICE

Title: VICE PRESIDENT

Date: 4-18-2022

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022,
by JOHN PULICE means of ☒ physical presence or ☐ online notarization,
by JOHN PULICE as VICE PRESIDENT for KPM FRANKLIN, a
Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
 John J. Carver, III
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG968418
Expires 4/25/2024

Notary: [Signature]
Print Name: JOHN J. CARVER III
My Commission Expires: 4/25/24

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	\$ -
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Requested By: _____
(Signature)

Title/Position: _____

Approved By: _____
City Manager (Signature)

City Engineer: _____
City Engineer (Signature)

Approved By: _____
Mayor (Signature)

Approved By: _____
Director, PW&E (Signature)

City Commission Approval Date: _____
(If Required)

Approved as to Form and Legality: _____
City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

Exhibit B - Professional Services Fee Schedule

Administrative / Office Support

Administrative Support I	\$50.00
Administrative Support II	\$65.00
Administrative Support III	\$75.00
Administrative Support IV	\$85.00
Administrative Support V	\$100.00

Engineering

Engineering Technician I	\$50.00
Engineering Technician II	\$60.00
Engineering Technician III	\$75.00
Engineering Technician IV	\$90.00
Engineering Technician V	\$100.00
Engineering Technician VI	\$120.00
Engineering Technician VII	\$135.00
Engineering Technician VIII	\$150.00
Engineer I	\$95.00
Engineer II	\$105.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$150.00
Engineer VI	\$160.00
Engineer VII	\$175.00
Engineer VIII	\$190.00
Engineer IX	\$210.00
Engineer X	\$225.00

Planning and Landscape Architecture

Landscape Designer	\$100.00
Landscape Architect	\$135.00
Senior Landscape Architect	\$160.00

Survey

Surveying Technician I	\$50.00
Surveying Technician II	\$65.00
Surveying Technician III	\$80.00
Surveying Technician IV	\$100.00
Surveying Technician V	\$115.00
Surveying Technician VI	\$125.00
Surveyor I	\$95.00
Surveyor II	\$105.00
Surveyor III	\$115.00
Surveyor IV	\$135.00
Surveyor V	\$155.00
Surveyor VI	\$165.00
1-Man Survey Crew	\$110.00
2-Man Survey Crew	\$145.00
3-Man Survey Crew	\$185.00
4-Man Survey Crew	\$230.00
UAV Photometric	\$175.00
UAV Lidar	\$215.00

Management

Project Manager I	\$110.00
Project Manager II	\$130.00
Project Manager III	\$160.00
Project Manager IV	\$200.00
Department Manager	\$225.00
Division Manager	\$255.00
Principal	\$275.00
Expert Witness	
Expert Witness Testimony	\$250.00

Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 1, 2021, subject to review and revisions

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL



"Jay" John Pulice, PSM

Principal, VP, Director of Survey Operations

KPMFranklin

1012 Emmett St, Suite A | Kissimmee, Florida 34741

Office 407-846-1216 Ext: 1012 | Direct 407-554-4049

Cell 904-753-3883 | jpulice@kpmfranklin.com

www.kpmfranklin.com



Mitchel Hill, PSM

Project Manager, KPMFranklin

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John J Carver III

Cad Supervisor / FAA Remote Pilot

KPMFranklin

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jcarver@kpmfranklin.com | www.kpmfranklin.com



Robert Johnston, P.S.M.

Project Survey, KPMFranklin

1012 Emmett St, Suite "A" | Kissimmee, Florida 34741

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rjohnston@kpmfranklin.com | www.kpmfranklin.com



Daniel R. Holt, P.S.M.

Surveying and Mapping, KPMFranklin

6300 Hazeltine National Drive, Suite 118 | Orlando, Florida 32822

Office 407-410-8624 Ext. 2022 | Cell 407-435-0146

danielholt@kpmfranklin.com | www.kpmfranklin.com

ITEM 7.E

Amendment No. 2 to the Contract with Kelly, Collins & Gentry, Inc. (KCG) for construction plans update of the South 2A Lancaster Loop – Shingle Creek Regional Trail Project

Request

Approval to amend the contract with KCG, Inc. for the South 2A Lancaster Loop – Shingle Creek Regional Trail project in the amount of \$96,692.41 and approval to transfer monies from the Recreation Impact Fee Fund.

Explanation

On May 14, 2014, the South 2A Lancaster Loop - Shingle Creek Regional Trail was awarded to KCG Engineering in the amount of \$1,912,079.00, which was substantially funded from the Federal Highway Administration through the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Funds.

On July 6, 2021, Amendment No. 1 was executed. KCG updated the plans with minor modifications to the trail and the addition of a second pedestrian bridge needed to access the island at the oxbow. These changes are necessary and will allow for a more cohesive design with connectivity throughout the future Lancaster Ranch Park. The total amount for this task work order was \$65,108.32.

Under Amendment No. 2, KCG will update the plan standards to meet On System (LAP) requirements. These features include, but are not limited to, adding a trail overlook for the Lancaster Ranch Segment, plan update phase for the remaining segments, as well as construction administrative services.

The total amount of this task work order is \$96,692.41.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706 - 506393	RI2200	Decrease	\$96,693.00	
11645656 - 506393	PW1421	Increase	\$96,693.00	

Financial Summary:

The costs associated with Amendment No. 2 will be funded by a budget transfer from the Recreation Impact Fee Fund upon Commission approval.

Recommendation

Staff recommends City Commission approval of Amendment No. 2 to the contract with KCG, Inc. for the South 2A Lancaster Loop – Shingle Creek Regional Trail project in the amount of \$96,692.41.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Task Work Order #1- Amendment #2
2. Fee Proposal Package



February 24, 2022

Mr. Robert Masiku, Project Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Re: Proposal for Additional Services - SCRT Phase South 2A
Additional Activities - Lackey Overlook, Plans Update & C.A. Services**

Dear Mr. Masiku:

Pursuant to your request, we have prepared the attached proposal to provide the needed services for these projects.

These services include the following three elements:

Add Trail Overlook =	\$ 4,168.94
Plans Update Phase =	\$34,427.34
<u>Construction Administrative Services =</u>	<u>\$58,096.13</u>
Total Proposed Fee =	\$96,692.41

If you have any questions or need additional information, please feel free to contact me. We look forward to working with you on these project modifications.

Sincerely,
KELLY, COLLINS & GENTRY, INC.


Steven M. Kreidt, P.E.
Senior Project Manager

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

Shingle Creek Regional Trail - South 2A - Add'l Activities - Lackey Overlook, Plans Update & C.A. Services
Osceola

Consultant Name: Kelly, Collins & Gentry, Inc.
Consultant No.:
Date: 2/24/2022
Estimator: Steve Kreidt

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Designer	Utility Coordinator	Clerical			SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$57.40	\$57.40	\$52.07	\$39.39	\$34.27	\$30.71	\$23.06	\$0.00	\$0.00			
3. Add Trail Overlook	31	19	0	12	0	0	0	0	0	0	31	\$1,715	\$55.34
4. Plans Update Phase	256	20	13	26	82	102	0	13	0	0	256	\$10,273	\$40.13
5. Construction Administration Services	432	13	22	43	138	194	0	22	0	0	432	\$16,840	\$38.98
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0	
8. Environmental Permits, Compliance & Clear.	0	0	0	0	0	0	0	0	0	0	0	\$0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	\$0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	719	52	35	81	220	296	0	35	0	0	719		
Total Staff Cost		\$2,984.80	\$2,009.00	\$4,217.67	\$8,665.80	\$10,143.92	\$0.00	\$807.10	\$0.00	\$0.00		\$28,828.29	\$40.09

Check = \$28,828.29

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:		\$28,828.29
OVERHEAD:	199.25%	\$57,440.37
OPERATING M	33%	\$9,513.34
FCCM (Facilitie	0.188%	\$54.20
EXPENSES:	2.97%	\$856.20
SUBTOTAL ESTIMATED FEE:		\$96,692.40
Subconsultant: Sub1		
Subconsultant: Sub 2		\$0.00
Subconsultant: Sub 3		\$0.00
Subconsultant: Sub 4		\$0.00
SUBTOTAL ESTIMATED FEE:		\$96,692.40
Geotechnical Field and Lab Testing		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$96,692.40

Project Activity 3. Add Trail Overlook

Estimator: Steve Kreidt

Shingle Creek Regional Trail - South 2A - Add'l Activities - Lackey Overlook, Plans Update & C.A. Services

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	No Change
5.2	Summary of Pay Items Including Quantity Input		Sheet	2	2	4	Update to include Overlook Changes. (2 Sheets - minimal effort)
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	0	0	0	No Change
5.3.2	Typical Section Details		EA	0	0	0	No Change
5.4	General Notes/Pay Item Notes		Sheet	0	0	0	No Change
5.5	Cost Estimates		LS	1	4	4	Update to include Overlook Changes.
5.6	Project Layout		Sheet	1	2	2	Update to include Overlook Changes.
5.7	Plan/Profile Sheet		Sheet	2	2	4	Update to include Overlook Changes. (2 Sheets due to Matchline)
5.8	Profile Sheet		Sheet	0	0	0	No Change
5.9	Plan Sheet		Sheet	0	0	0	No Change
5.10	Special Profile		Sheet	0	0	0	No Change
5.11	Update Floodplain Comp. Details Sheet		Sheet	1	4	4	Update to include Overlook Changes. (Fence issue yet to be resolved)
5.12	Interchange Layout Sheet		Sheet	0	0	0	No Change
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	No Change
5.14	Intersection Layout Details		Sheet	0	0	0	No Change
5.15	Special Details		EA	0	0	0	No Change
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	No Change
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	No Change
5.18	Cross Sections		EA	1	1	1	Update to include Overlook Changes. (1 Section - minimal effort)
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	No Change
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	No Change
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	No Change
5.22	Utility Adjustment Sheets		Sheet	0	0	0	No Change
5.23	Selective Clearing and Grubbing Sheet(s)		Sheet	2	1	2	Note to be added to Floodplain Comp. Sheet & Pay Item Note to address.
5.24	Project Network Control Sheet(s)		Sheet	0	0	0	No Change
5.25	Environmental Detail Sheets		Sheet	0	0	0	No Change
5.26	Meetings		LS	1	8	8	Estimated (Field & Virtual)
Roadway Plans Technical Subtotal						29	
5.27	Quality Assurance/Quality Control		LS	%	5%	1	
5.28	Supervision		LS	%	5%	1	
3.Add Trail Overlook Total						31	

Project Activity 4. Plans Update Phase

Estimator: Steve Kreidt

Shingle Creek Regional Trail - South 2A - Add'l Activities - Lackey Overlook, Plans Update & C.A. Services

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Plans Update Phase					
3.1.1	Plans Update	EA	4	44	176	Update Plans to conform to current FDOT FDM Criteria <u>where applicable</u> .
3.1 Plans Update Phase Subtotal					176	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	EA	4	8	32	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	48	48	See below
3.7	Plans Update	LS	0	0	0	Hours included in Task noted above.
3.8	Post Design Services	LS	0	0	0	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					256	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	2	4	8	
Phase Reviews	EA	4	4	16	
Field Reviews	EA	4	6	24	
Total Project Manager Meetings		10		48	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 5. Construction Admin. Services

Estimator: Steve Kreidt

Shingle Creek Regional Trail - South 2A - Add'l Activities - Lackey Overlook, Plans Update & C.A. Services

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
5.1	Construction Administration Support Services					
5.1.1	C. A. Support Services	EA	4	108	432	Each of the remaining 4 Projects estimated at 18 mos. each with avg. of 6 hrs per mo. (18 x 6 = 108 hrs).
5.1 C. A. Support Services Subtotal					432	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	Hours included in Task noted above.
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	0	0	0	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					432	

ITEM 7.F

Resolution to Adopt the Program for Public Information related to the City's Community Rating System under FEMA's National Flood Insurance Program.

Request

Acceptance of a Resolution to adopt the Program for Public Information (PPI) related to the City's Community Rating System (CRS) under FEMA's National Flood Insurance Program.

Explanation

The City of Kissimmee and Osceola County have put together a multi-jurisdictional PPI comprised of half of the local government (City and County) stakeholders and the other half of non-local government stakeholders. This comprehensive initiative with the County assesses all the community's need for flood-related information and coordinates all the resources that can deliver information to the public. The program will be monitored and evaluated by at least two stakeholder meetings to satisfy the annual outreach projects.

The implementation of the PPI program and the adoption by the governing body will give the City extra CRS credit points under activity 330 (outreach project) and activity 370 (flood insurance promotion).

Currently, the City of Kissimmee's CRS class is 7 and it gives the residents a discount of 15% in the Special Flood Hazard Area (SFHA) and a 5% outside of the SFHA. In addition, the adoption of the PPI program will help facilitate the City's goal to reach a CRS class 5 to provide the residents a discount of 25% in SFHA and 10% outside the SFHA.

Recommendation

Staff recommends City Commission acceptance of a Resolution to adopt the Program for Public Information (PPI) related to the City's Community Rating System (CRS) under FEMA's National Flood Insurance Program.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. City of Kissimmee Resolution to Adopt Program for Public Information
2. Osceola County and City of Kissimmee PPI Final Report

RESOLUTION NO. _____

**A RESOLUTION PROVIDING FOR THE CITY
KISSIMMEE TO ADOPT THE PROGRAM FOR PUBLIC
INFORMATION**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE,
FLORIDA:

WHEREAS, The City of Kissimmee ("CITY") is a participant in FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) program; and

WHEREAS, CITY is currently rated in the CRS program as a Classification 7 which provides for a 15% reduction in insurance premiums annually for all flood insurance policies; and

WHEREAS, CITY has prepared a Program for Public Information (PPI) to better inform the public about the hazards and risks associated with flooding in their area and methods for responsibly protecting their property against flooding and minimizing flood damage; and

WHEREAS, the PPI was prepared by a committee of both CITY staff and outside stakeholders which developed a variety of outreach projects to be implemented annually by the CITY.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF KISSIMMEE, FL THAT:**

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct.

Section 2. The CITY's Program for Public Information is hereby adopted.

Section 3. This Resolution shall become effective immediately upon passage and adoption.

DONE AND RESOLVED this _____ day of _____, 2022.

CITY OF KISSIMMEE, FLORIDA

By: _____
Olga Gonzalez, Mayor

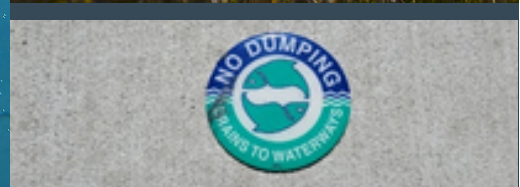
ATTEST:

City Clerk



wood.

Osceola County & City of Kissimmee, FL Multi-Jurisdictional Program for Public Information



Osceola County
City of Kissimmee

August 2021

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Osceola County and City of Kissimmee, Florida Multi-Jurisdictional Program for Public Information (PPI)

Background

The Community Rating System (CRS) is a part of the National Flood Insurance Program (NFIP) that provides reductions to flood insurance premiums in participating communities. Communities participate in the CRS by earning credit for participating in activities intended to manage floodplains, reduce flood risk, and minimize flood vulnerability. Creating a Program for Public Information (PPI) to better inform the public on a range of flood-related topics is one way that communities can earn CRS credit.

Osceola County and the City of Kissimmee are active participants of the CRS program; key details of each community's CRS participation are summarized in Table 1.

Table 1 – CRS Program Participation

Community	CRS Entry Date	Current CRS Class	Current SFHA Discount
Osceola County	10/01/1994	6	20%
City of Kissimmee	10/01/1996	7	15%

Source: FEMA Community Information System

To keep the discounts earned through CRS program participation, communities must continue to implement their programs and provide status reports to the NFIP each year. As part of this participation, both Osceola County and the City of Kissimmee undertake outreach activities to educate the public about flood risk and preparedness. Incorporating these outreach efforts into a joint PPI provides the opportunity for cross-jurisdiction coordination and consistency as well as increased CRS program credit.

A PPI is an ongoing effort to prepare, implement, and monitor a range of public information activities. The objective of CRS credit for a PPI is to provide additional credit for comprehensive information programs that are designed to meet local needs, involve local stakeholders, and are monitored, evaluated, and revised to improve their effectiveness. The County and City have developed this PPI in accordance with the CRS credit criteria found within Activity 330 of the 2017 CRS Coordinator's Manual.

The following document reviews the planning process used for the development of this PPI and details the outreach strategies that comprise the County and City's public information program.

Step 1: Establish a PPI Committee

A PPI should assess all the communities' needs for flood-related information and coordinate all of the resources that can deliver information. It should recommend a range of activities that convey information to residents, businesses, contractors, realtors, lenders, insurance agents, and other audiences in and around the community. It should have an objective review of what is being done and how public information activities could be improved. Therefore, a PPI needs to be developed by a committee that consists of members from both inside and outside local government. Osceola County and the City of Kissimmee solicited participation from both local governments as well as outside stakeholders including industry representatives, neighborhood leaders, and community residents. The committee formed for this effort provided for a diverse set of viewpoints and met the membership criteria found within Activity 330.

1.1 Membership and Stakeholders

For a multi-jurisdictional PPI, the PPI Committee's membership must meet the following CRS criteria:

- ◆ There must be at least five people on the committee;
- ◆ There must be representation from the community's floodplain management office;
- ◆ There must be representation from the community's public information office (if one exists);
- ◆ Each community must send at least two representatives to the regional committee;
- ◆ At least half of the members must be from outside the local government ("stakeholders"); and,
- ◆ There must be a quorum from each community.

The CRS encourages the inclusion of stakeholders that are outside the local government in planning and conducting outreach projects. As outlined above, at least half of the members of the PPI Committee must be stakeholders. These could be members of the public, representatives of key community organizations, and/or agencies and organizations that would likely implement the recommended outreach projects.

The participants comprising the PPI Committee were selected in accordance with the above CRS criteria and are listed in Table 2.

Table 2 – PPI Committee Representatives

Name	Title/Position	Stakeholder
Osceola County Representatives		
Jeremy Buchanon	CRS Coordinator	
Richard Halquist	Emergency Management Operations Manager	
Susan Gosselin	Natural Resources Manager	
Malcolm Kyle Overstreet	Licensed Real Estate Agent	✓
John Fields	Insurance Agent	✓
J. Shane Platt	Lender	✓
City of Kissimmee Representatives		
Nagel Altrui	Floodplain Manager, Stormwater Engineer	
Justin Hetu	Public Works, Public Information Officer	
Jose Flores	Stormwater Inspector	
Shawn Hindle, P.E.	Business Owner	✓
Yolanda Galloza	Homeowner	✓
Sheila Honeycutt	Homeowners Association President	✓

Committee Meetings

The PPI Committee met three times during the planning process to complete the outreach program. During the planning process, the PPI Committee communicated through face-to-face meetings, email,

and telephone conversations. The meeting dates and topics discussed are detailed below in Table 3. See the Appendix for copies of meeting minutes.

Table 3 – Summary of PPI Committee Meeting Dates

	Meeting Topic	Meeting Date
#1	Overview of the CRS Program and the PPI planning process; Assessment of current public information needs, including discussion of the flood hazard, insurance coverage, area demographics, and existing outreach; Identification of target areas and target audiences.	5/25/2021
#2	Review of current public outreach efforts; Identification of relevant stakeholders; Identification of additional topics, outreach messages, potential projects, and dissemination methods.	7/14/2021
#3	Review the Draft PPI	8/19/2021

Goals for the PPI

Three primary goals guided the overall development and implementation of this document:

Goal 1: Educate the public to recognize the risk associated with flooding and what individuals can do to reduce damage to property and save lives.

Goal 2: Promote the purchase of flood insurance to ensure greater protection of property.

Goal 3: Increase the preparedness capability of the public to respond to and recover from flood events.

Step 2: Assess the Community's Public Information Needs

Demographics

Osceola County is located in central Florida and makes up the south/central boundary of the Central Florida Region. The City of Kissimmee, located in north-central Osceola County is the County Seat. The majority of the population and development in Osceola County, including the City of Kissimmee, is located in the northwest quadrant of the county. As of 2019 American Community Survey (ACS) estimates, the population of Osceola County was 351,955 and the population of Kissimmee was 71,185. Table 4 summarizes key demographic and housing statistics in Osceola County and City of Kissimmee.

Table 4 – Osceola County and City of Kissimmee Demographics, 2019

Demographic/Statistic	Osceola County	City of Kissimmee	Florida
Population	351,955	71,185	21,477,737
Total Housing Units	149,427	28,954	9,674,053
Renter-Occupied Housing	37.8%	62.8%	33.8%
Median Age	35.9	34.5	42.4
Population Under 5 Years	6.4%	7.0%	5.3%
Population 65 Years and Older	13.0%	12.0%	20.9%
Bachelor's Degree or Higher	21.8%	18.4%	30.7%
Speak Spanish at Home	44.5%	59.5%	22.5%
Median Household Income	\$52,279	\$40,826	\$59,227
Poverty Rate	14.8%	23.6%	12.7%
Population with a Disability	14.3%	15.2%	13.7%
No Vehicle Available	4.8%	6.6%	6.1%

Source: United States Census Bureau

According to 2019 Census statistics from the American Community Survey, median age in the County and City is lower than for the State overall, with larger populations of young children. The PPI Committee may want to educate young children about flooding and flood risk, as children could take this information home and share it with their families.

There is a greater proportion of renters in the County and City compared to the State. In particular, in Kissimmee renters account for 62.8% of total occupied housing units. This is important to note as renters may have less longevity in their neighborhood and thus less awareness of their flood risks. Renters may also be less likely than homeowners to make structural improvements or investments in their homes to protect themselves from flooding. It will therefore be important to balance outreach on flood protection measures with information on how to know your flood risk, prepare for flooding, and protect yourself and your family from flooding. Information on flood insurance options for both homeowners and renters will also be useful. Additionally, median household income is lower in the County and City than in the State, which may suggest residents are less able to spend on flood mitigation activities at home.

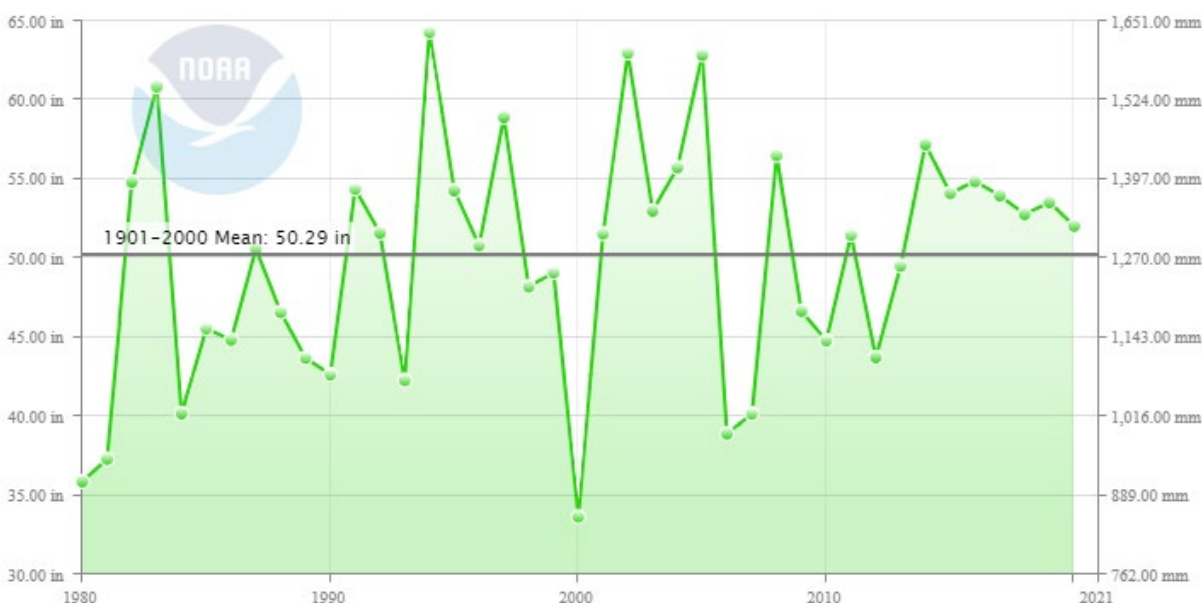
Many more residents of the County and City speak Spanish at home as compared to the State. It will be important for the PPI Committee to provide information in Spanish to ensure flood risk and preparedness messages reach this large portion of the population and that a language barrier doesn't prevent the receipt of information.

Geography & Climate

Osceola County has a total area of 1,506 square miles, of which 178 square miles is water. Osceola County is urbanized in the northwest quadrant, but much of the area south and east is dominated by ranch lands, undeveloped prairie, woods, and marsh, including the State of Florida's wildlife management areas at Bull Creek, Prairie Lakes, and the Three Lakes. The County is bound by the Kissimmee River to the west and contains the Kissimmee Chain of Lakes. The largest lake in the County is Lake Tohopekaliga, which sits just south of Kissimmee.

According to data from the NOAA National Centers for Environmental Information, the average annual precipitation in the Osceola County area from 1980 to 2020 is over 50 inches. However, as shown in the graph on the following page, in recent years the area has consistently received more rainfall than this average.

Osceola County, Florida Precipitation
January–December



Source: NOAA National Centers for Environmental information, Climate at a Glance: U.S. Time Series, Precipitation, retrieved on June 10, 2021 from <http://www.ncdc.noaa.gov/cag/>

Flooding in the Osceola County and the City of Kissimmee is generally due to prolonged heavy rainfall, often associated with hurricanes or tropical storms. Short, intense rainfall events may also cause flooding, especially in urban stormwater flooding, where drainage capacity is overwhelmed. Inadequate main channels, blocked or clogged drainage inlets and outlets, and improper grading may prevent timely removal of accumulated surface water and lead to flooding. The Flood Insurance Study (FIS) report notes the following major flood events that affected Osceola County:

- The stages produced by the 1953 flood are generally the most severe of the floods on record. The flood-producing rainfall was one of the heaviest ever recorded in the study area, approximately 47 inches from June through October. Damages were severe throughout the study area and especially large for the cattle and food crop industries.
- The flood of 1960 occurred when above normal seasonal rainfall coincided with the heavy rains of Hurricane Donna and Tropical Storm Florence in September. Discharges on the Kissimmee River below Lake Kissimmee peaked at 6,830 cubic feet per second (cfs) on September 30. This was near the maximum recorded discharge of 8,820 cfs which occurred in 1948.
- Slow moving thunderstorms over Osceola County on July 11, 2009, produced 4-5 inches of rain in less than 2 hours, resulting in accumulation of deep water northwest of Kissimmee. One hundred and nine homes were flooded, with 16 receiving major damage. Property damage as the result of this flooding was estimated at \$4 million.

2.1 Delineate Target Areas

Different parts of the communities may be a higher priority for outreach or may have specific information needs depending on their flooding and/or development conditions. Identifying which areas to target outreach efforts to is an important first step in developing an effective local outreach program that raises public awareness about flood related issues. The PPI Committee identified the following target areas and concluded that outreach projects should be directed to all properties and people within these areas:

Target Area #1: Special Flood Hazard Areas

According to the FIS and Flood Insurance Rate Map (FIRM) prepared by FEMA, revised on June 18, 2013, approximately 51.6% of Osceola County and 22.8% of the City of Kissimmee is located within a Special Flood Hazard Area (SFHA), which is the area at risk of flooding from the 1% annual chance flood event. Figure 1 and Figure 2 reflect the mapped flood insurance zones for the communities and Table 5 details the communities' total area by flood zone.

Table 5 – Flood Zone Acreages

Flood Zone	Osceola County		City of Kissimmee	
	Area (Acres)	Percent of Total Acreage	Area (Acres)	Percent of Total Acreage
Zone A	296,130	31.2%	209	1.5%
Zone AE	185,068	19.5%	2,457	17.5%
Floodway	9,291	1.0%	528	3.8%
Zone D	6,146	0.6%	-	0.0%
Zone X (Shaded)	9,562	1.0%	656	4.7%
Zone X (Unshaded)	443,857	46.7%	10,171	72.5%
SFHA Total	490,489	51.6%	3,194	22.8%
Total	950,055	-	14,021	-

Source: Osceola County GIS and parcel data, 2020; FEMA DFIRM

While much of the total area in the communities is within the SFHA, of more importance to the PPI Committee was how much of the communities' developed land is within the SFHA because this indicates where people and property are at risk of flooding. Table 6 summarizes the building count and improved

value of parcels by FEMA flood zone based on County GIS and parcel data from July 8, 2021. Based on this analysis, 18,096 County buildings fall within the SFHA and have a total value of over \$6.7 billion, which comprises 23.5% of the total building value in the unincorporated County. Additionally, there are 4,121 buildings in the moderate risk Shaded X Zone with a value of \$835 million. In the City of Kissimmee, 2,516 buildings fall within the SFHA and have a total value of over \$786 million, which comprises 16.3% of the total building value in the City. An additional 991 buildings in Kissimmee are in the moderate risk Shaded X Zone with a value of over \$226 million. Note: Building counts provide an estimate of structures at risk; however, the buildings may or may not be insurable.

Table 6 – Parcel Count by FEMA Flood Zone

Flood Zone	Osceola County		City of Kissimmee	
	Total Building Count	Improved Value	Total Building Count	Improved Value
Zone A	7,539	\$3,495,517,320	460	\$76,730,900
Zone AE	10,232	\$2,931,590,520	1,850	\$547,262,900
Floodway	325	\$273,471,900	206	\$162,285,211
Zone D	19	\$377,466,500	0	\$0
Zone X (Shaded)	4,121	\$835,864,200	991	\$226,712,600
Zone X (Unshaded)	94,198	\$20,625,724,814	19,413	\$3,799,462,548
SFHA Total	18,096	\$6,700,579,740	2,516	\$786,279,011
Total	116,434	\$28,539,635,254	22,920	\$4,812,454,159

Source: Osceola County GIS and parcel data, 7/8/2021; FEMA DFIRM

Figure 1 – Osceola County Special Flood Hazard Areas

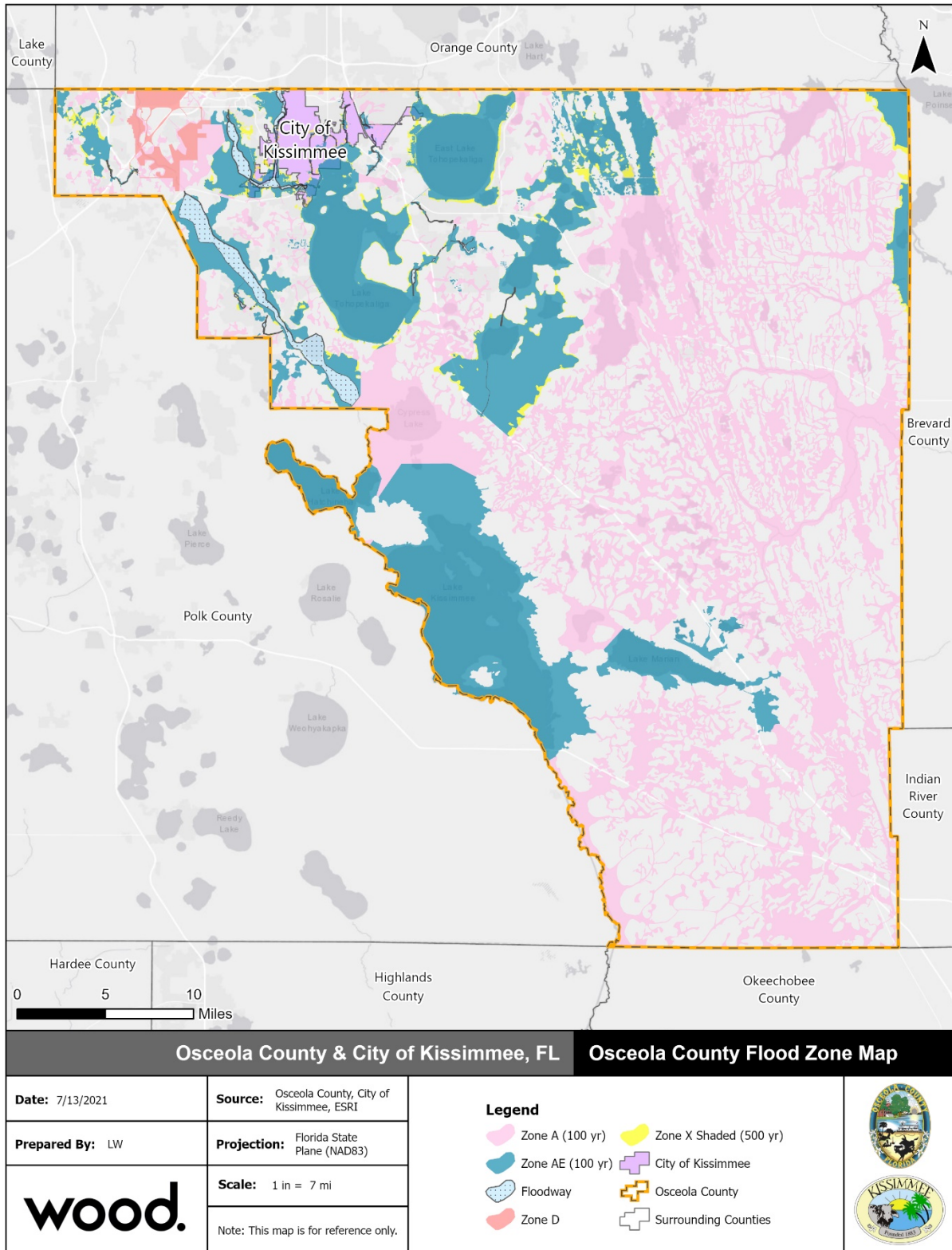
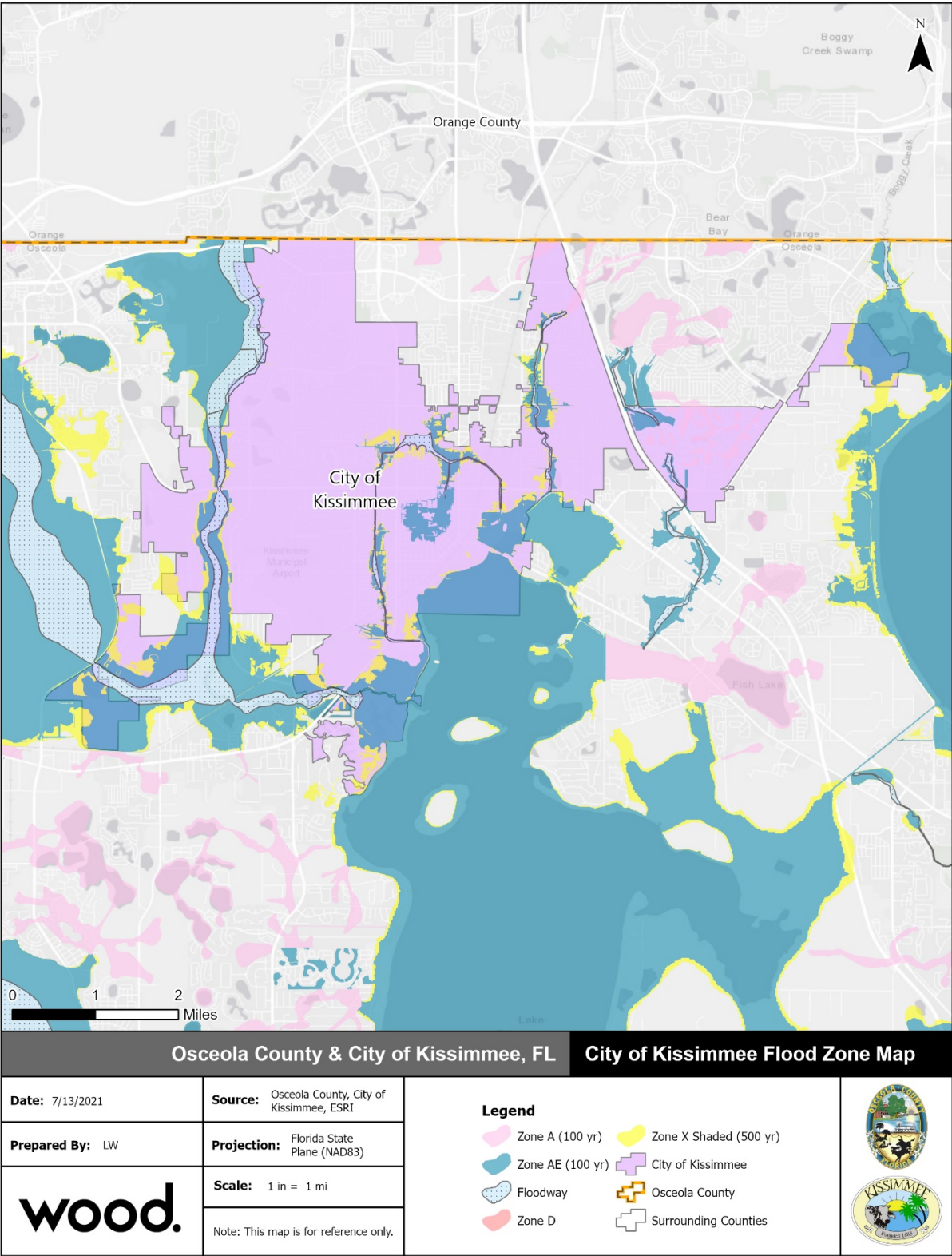


Figure 2 – City of Kissimmee Special Flood Hazard Areas



Target Area #2: Repetitive Loss Areas

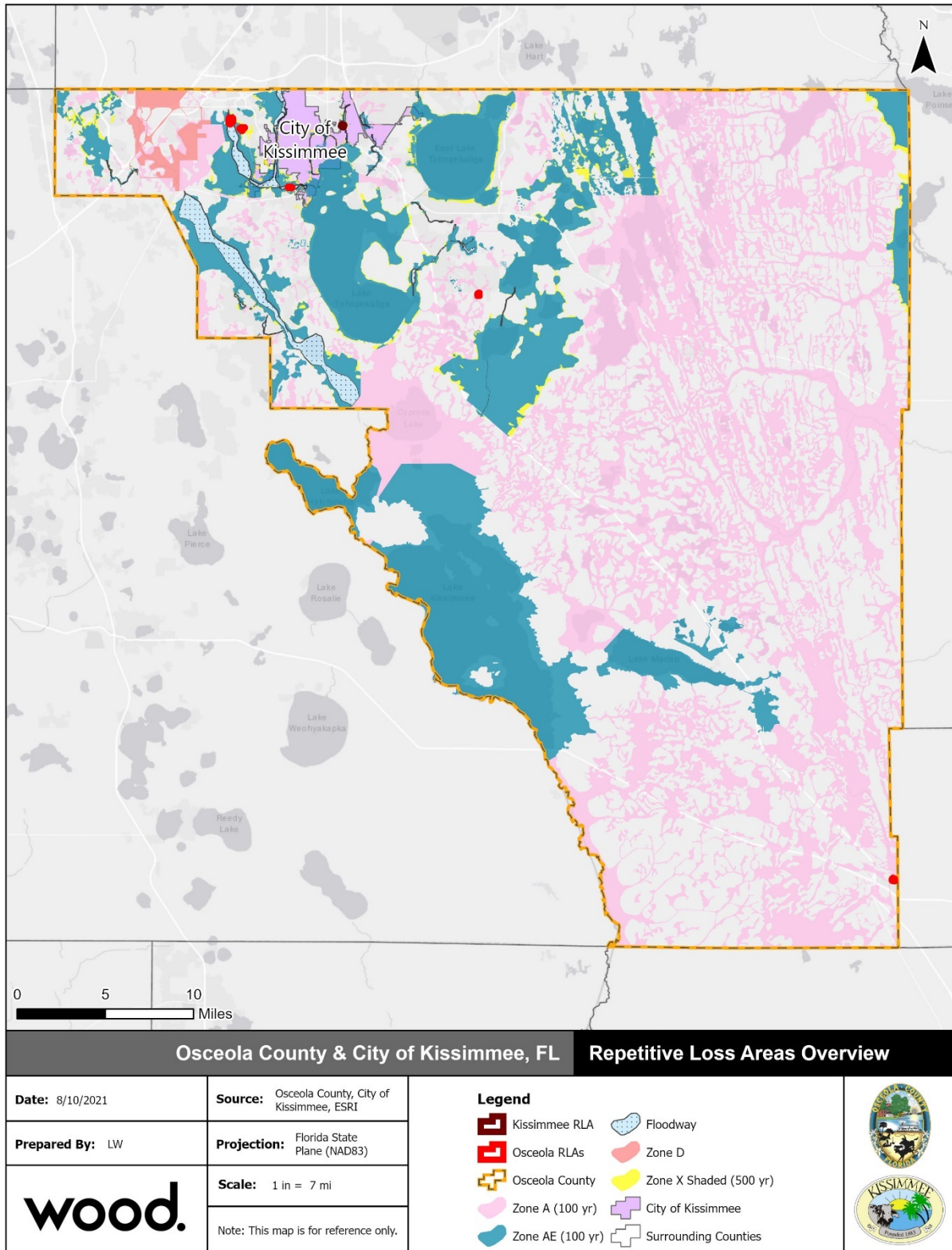
Repetitive loss properties are defined by the NFIP as insurable properties that have had two or more claims of more than \$1,000 paid by the NFIP within any 10-year period since 1978. These properties may or may not be currently insured by the NFIP, but without mitigation they are expected to continue to flood. These properties account for a small fraction of active policies yet make up a disproportionately large share of paid claims, presenting a large drain on the NFIP Fund. Nationwide, repetitive loss properties account for 1% of active policies but 25-30% of paid claims.

The PPI Committee recognized that repetitive loss properties have a greater need for flood protection and wanted to take further action to specifically target repetitive loss areas for outreach.

According to 2019 NFIP records, there are six unmitigated repetitive loss properties in Osceola County and two in City of Kissimmee. Due to limitations on the release of current data, NFIP data from 2016, which identified five unmitigated repetitive loss properties, was used to identify and map five repetitive loss areas in Osceola County. One repetitive loss area which includes both unmitigated repetitive loss properties was identified and mapped for the City of Kissimmee using data maintained by the City. These areas contain a total of 495 properties.

Figure 3 illustrates the location of both communities' repetitive loss areas in relation to the mapped floodplains.

Figure 3 – Osceola County and City of Kissimmee Repetitive Loss Areas and FEMA Flood Zones



Target Area/Audience #3: Real Estate, Lending, and Insurance Agents

When property changes ownership, new homeowners may be unaware of the flood risks and conditions of their property. During the homebuying process is an essential time to ensure that potential buyers are informed of the flood risks of a property and their flood protection options. Real estate, lending, and insurance agents are all involved in the transfer of property and provide guidance throughout the homebuying process. As such, this group plays an important role in delivering information about flood insurance and flood risk to homebuyers and homeowners.

The PPI Committee should ensure that this group obtains the knowledge and tools with which to communicate flood risk and insurance information to their clients.

Target Areas Summary

An analysis of the three target areas described above concluded the following which was considered in the formulation of messages for the PPI:

1. Approximately 51.6% of Osceola County and 22.8% of Kissimmee fall within high-risk flood zones in the SFHA. This includes roughly 23.5% of the building value in the County and 16.3% of the building value in the City. All flood zones are subject to flooding, but these areas within the SFHA are at the highest risk, and the PPI should strive to reach all residents and businesses within these areas.
2. Repetitive loss areas represent properties with a significant amount of flood insurance claims and surrounding properties that may face similar flooding conditions and may have experienced past losses. These areas are known flood risks and reducing future damages and paid claims in these areas is a priority for the County, City, and FEMA and the NFIP.
3. Conveying information about flood risk to recent or potential home buyers is critical to ensuring they can keep their home and family safe from flooding. Real estate, lending, and insurance agents are regularly involved in the transfer of property and can educate recent and/or potential buyers on their flood risk and protection options if given the tools and information to do so.

2.2 Assess Flood Insurance Coverage

One valuable source of information on flood hazards is current flood insurance data for active policies and past claims. For buildings located in the SFHA, flood insurance is required as a condition of federal aid for a mortgage or loan that is federally insured. NFIP data for the County and the City was analyzed to examine the following points:

1. Where do active flood insurance policies exist?
2. Where have flood insurance claims been paid in the past?
3. How many buildings are exposed to the flood hazard versus how many buildings have coverage?
4. How does the average amount of coverage compare to the amount of expected flood damage from the 1-percent-annual-chance flood?

The following sections present the flood insurance assessments conducted for the County and the City:

Osceola County

Osceola County has been a regular participant in the NFIP since February 1982. The following tables reflect NFIP policy and claims data for the County categorized by structure type, flood zone, and whether the insured properties are pre-FIRM or post-FIRM structures. The number of insurance policies, premiums, and insurance coverage are current as of June 2021. The last two columns in each table reflect the number of historic paid losses and their amounts since the County's entry into the NFIP.

Table 7 shows the number of current insurance policies by occupancy type. This includes the total premiums residents have paid for coverage, the total active coverage, and historic total paid losses and amounts. Over 88 percent of active policies and over 95 percent of past claims in Osceola County are for single family residential properties.

Table 7 – NFIP Policy and Claims Data by Occupancy Type

Occupancy	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	5,311	\$2,691,219	\$1,404,355,500	424	\$2,112,780.80
2-4 Family	61	\$27,709	\$13,105,500	9	\$52,629.82
All Other Residential	490	\$108,208	\$80,491,600	6	\$0.00
Non Residential	153	\$276,357	\$74,855,700	5	\$14,510.22
Total	6,015	\$3,103,493	\$1,572,808,300	444	\$2,179,920.84

Source: FEMA Community Information System as of 06/02/2021

Table 8 provides information on insurance policies by flood zone. Nearly 60 percent of current insurance policies are for properties in the AE and A flood zones; over 30 percent are preferred risk policies in the B, C, and X zones.

Table 8 – NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,457	\$981,503	\$573,834,800	178	\$1,250,640.13
A Zones	1,104	\$984,381	\$263,810,600	120	\$297,166.57
B, C & X Zone					
Standard	641	\$403,596	\$187,160,900	49	\$280,183.81
Preferred	1,813	\$734,013	\$548,002,000	96	\$351,930.33
Total	6,015	\$3,103,493	\$1,572,808,300	443	\$2,179,920.84

Source: FEMA Community Information System as of 06/02/2021

Table 9 shows insurance policy information for pre-FIRM buildings by flood zone. A pre-FIRM building, as defined by FEMA, is one in which construction or substantial improvements occurred either before December 31st, 1974 or before the effective date of the community's initial Flood Insurance Rate Map (FIRM), whichever is later. In Osceola County, this is the date of the initial FIRM, February 3, 1982. Pre-FIRM buildings account for less than 12 percent of active policies but over 29 percent of total paid claims.

Table 9 – NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	335	\$232,416	\$73,312,800	72	\$653,878.96
A Zones	180	\$190,251	\$37,950,200	26	\$70,931.24
B, C & X Zone					
Standard	62	\$36,615	\$15,873,200	6	\$14,354.97
Preferred	113	\$44,550	\$31,418,000	25	\$106,299.18
Total	690	\$503,832	\$158,554,200	129	\$845,464.35

Source: FEMA Community Information System as of 06/02/2021

Table 10 breaks down the insurance policies of post-FIRM buildings by flood zone. Post-FIRM buildings, as defined by FEMA, are buildings that were either constructed or substantially improved after December 31st, 1974, or on or after the effective date of the community's initial FIRM, whichever is later; in this case the date of the initial FIRM, February 3, 1982. Nearly 89 percent of active policies in Osceola County are for Post-FIRM buildings.

Table 10 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,122	\$749,087	\$500,522,000	106	\$596,761.17
A Zones	924	\$794,130	\$225,860,400	94	\$226,235.33
B, C & X Zone					
Standard	579	\$366,981	\$171,287,700	43	\$265,828.84
Preferred	1,700	\$689,463	\$516,584,000	71	\$245,631.15
Total	5,325	\$2,599,661	\$1,414,254,100	314	\$1,334,456.49

Source: FEMA Community Information System as of 06/02/2021

Table 11 compares the policies in force with the number of improved parcels located within each flood zone according to GIS analysis of 2021 parcel data in order to estimate the percent of buildings insured. While there are an estimated 18,096 improved parcels in the SFHA, only 19.7% are insured. Of the high risk flood zones, coverage is lowest in Zone A. Additionally, only 2.5% of improved parcels within the X Zones are insured, but flooding is not limited to the SFHA as evidenced by the fact that 32.8% of paid claims were made in the B, C, and X Zones.

Table 11 – Percentage of Buildings Insured

Flood Zone	Number of Policies in Force	Number of Improved Parcels	% Insured
A01-30 & AE Zones	2,457	10,557	23.3%
A Zones	1,104	7,539	14.6%
D Zone	0	19	0%
B, C & X Zone	2,454	98,319	2.5%
Total	6,015	116,434	5.2%

Source: FEMA Community Information System as of 06/02/2021; FEMA DFIRM; Osceola County GIS and parcel data, 7/8/2021

Table 12 compares number of buildings present, number of policies in force, building value, and total coverage by flood zone.

Table 12 – Flood Insurance Coverage and Building Value

Flood Zone	Number of Policies in Force	Number of Improved Parcels	Building Value	Total Coverage
A01-30 & AE Zones	2,457	10,557	\$3,205,062,420	\$573,834,800
A Zones	1,104	7,539	\$3,495,517,320	\$263,810,600
D Zone		19	\$377,466,500	
B, C & X Zone	2,454	98,319	\$21,461,589,014	\$735,162,900
Total	6,015	116,434	\$28,539,635,254	\$1,572,808,300

Source: FEMA Community Information System as of 06/02/2021; FEMA DFIRM; Osceola County GIS and parcel data, 7/8/2021

The above analysis of existing flood insurance coverage compared to building value shows that total coverage is less than total building value in all flood zones. This is a particular concern in the high-risk Zone AE, which includes 325 improved parcels in the floodway, and Zone A. Additionally, it's important to note that coverage is not uniformly applicable to total value at risk; over 80% of buildings in the SFHA and nearly 95% of buildings throughout the County overall are uninsured and would have no coverage in the event of a flood loss. Therefore, there is a need to increase the flood insurance coverage in the County by increasing the number of policyholders across all flood zones. Properties in Zone X can be targeted for coverage with Preferred Risk Policies.

Insurance Assessment Conclusions:

1. Single family residential properties account for 88% of active policies and over 95% of paid claims.
2. Approximately 67.3% of paid claims have been for SFHA properties.
3. Policies in the B, C, and X Zones account for 40.7% of active policies, 32.7% of all past claims, and 29.0% of total claim payments in the County.
4. Only 23.3% of buildings in the AE Zone and 14.6% of buildings in the A Zone are insured. Across the SFHA, 80.3% of buildings in the SFHA are uninsured.

Insurance Assessment Recommendations:

1. Encourage property owners in Zone A and Zone AE, including repetitive loss areas, to retain a flood insurance policy, as these structures are at the highest risk for flooding and account for more than their share of past claims.
2. Target residential properties for increased flood insurance coverage. Encourage homeowners and renters to purchase contents coverage.
3. Encourage the purchase of Standard or Preferred Risk X Zone policies. Current active policies only cover 5.2% of all buildings in the County including only 2.5% of the buildings in the X Zones.

Repetitive Flooding: An analysis of repetitive loss was completed to examine the number of repetitive loss properties against FEMA flood zones and the extent to which these properties are insured. According to 2019 NFIP records, there are six repetitive loss properties in Osceola County. However, the FEMA Community Information System reports 19 repetitive loss properties in the County, with 10 located in the SFHA and 9 located in B, C, and X Zones; only 6 of these properties, all located in the SFHA, are insured.

City of Kissimmee

Kissimmee has been a regular participant in the NFIP since July 1981. The following tables reflect NFIP policy and claims data for the City categorized by structure type, flood zone, and whether the insured properties are pre-FIRM or Post-FIRM structures. The number of insurance policies, premiums, and

insurance coverage are current as of June 2021. The last two columns in each table show the number of historic paid losses and their amounts since Kissimmee's entry into the NFIP.

Table 13 shows the number of current insurance policies by building occupancy type. This includes the total premiums residents have paid for coverage, the total active coverage, and historic total paid losses and amounts. Over 85 percent of active policies in Kissimmee are for single family residential properties, and 11 percent are for commercial properties.

Table 13 – NFIP Policy and Claims Data by Occupancy Type

Occupancy	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	613	\$327,330	\$156,377,300	102	\$1,341,788.79
2-4 Family	9	\$3,953	\$1,910,000	2	\$0.00
All Other Residential	13	\$17,630	\$2,662,000	10	\$0.00
Non Residential	79	\$161,016	\$44,751,700	6	\$16,460.34
Total	714	\$509,929	\$205,701,000	120	\$1,358,249.13

Source: FEMA Community Information System as of 06/02/2021

Table 14 provides information on insurance policies by flood zone. Only 35 percent of current insurance policies are for properties in the AE and A flood zones while nearly 50 percent are preferred risk policies in the B, C, and X zones.

Table 14 – NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	250	\$260,827	\$67,570,400	64	\$682,394.47
A Zones	1	\$348	\$151,400	2	\$9,380.13
B, C & X Zone					
Standard	106	\$85,469	\$31,973,700	20	\$291,844.71
Preferred	354	\$161,860	\$104,758,000	32	\$347,938.80
Total	711	\$508,504	\$204,453,500	118	\$1,331,558.11

Source: FEMA Community Information System as of 06/02/2021

Table 15 shows insurance policy information for pre-FIRM buildings by flood zone. In Kissimmee, pre-FIRM buildings are those built before the date of the initial FIRM, July 2, 1981. Pre-FIRM buildings account for 33 percent of active policies but over 58 percent of total paid claims.

Table 15 – NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	132	\$136,442	\$25,232,900	41	\$624,865.01
A Zones	0	\$0	\$0	1	\$9,380.13
B, C & X Zone					
Standard	31	\$32,285	\$9,531,200	11	\$147,735.84
Preferred	70	\$35,022	\$21,689,000	16	\$286,610.02
Total	233	\$203,749	\$56,453,100	69	\$1,068,591.00

Source: FEMA Community Information System as of 06/02/2021

Table 10 breaks down the insurance policies of post-FIRM buildings by flood zone. Post-FIRM buildings in Kissimmee are those built or substantially improved on or after the date of the initial FIRM, which was July 2, 1981. Over 67 percent of active policies in Kissimmee are for Post-FIRM buildings.

Table 16 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	118	\$124,385	\$42,337,500	23	\$57,529.46
A Zones	1	\$348	\$151,400	1	\$0.00
B, C & X Zone					
Standard	75	\$53,184	\$22,442,500	9	\$144,108.87
Preferred	284	\$126,838	\$83,069,000	16	\$61,328.78
Total	478	\$304,755	\$148,000,400	49	\$262,967.11

Source: FEMA Community Information System as of 06/02/2021

Table 17 compares the policies in force with the number of buildings located within each flood zone and identifies the percent of buildings insured. There are 2,516 buildings in the SFHA but only 10.0% are insured. Coverage is particularly inadequate in Zone A, where only one property has active flood insurance. Additionally, only 2.3% of buildings within the X Zones are insured, despite flood insurance records indicating that 44.0% of past paid claims were made in the B, C, and X Zones.

Table 17 – Percentage of Buildings Insured

Flood Zone	Number of Policies in Force	Number of Improved Parcels	% Insured
A01-30 & AE Zones	250	2,056	12.2%
A Zones	1	460	0.2%
B, C & X Zone	460	20,404	2.3%
Total	711	22,920	3.1%

Source: FEMA Community Information System as of 06/02/2021; FEMA DFIRM; Osceola County GIS and parcel data, 7/8/2021

Table 18 compares number of buildings present, number of policies in force, building value, and total coverage by flood zone.

Table 18 – Flood Insurance Coverage and Building Value

Flood Zone	Number of Policies in Force	Number of Improved Parcels	Building Value	Total Coverage
A01-30 & AE Zones	250	2,056	\$709,548,111	\$682,394.47
A Zones	1	460	\$76,730,900	\$9,380.13
B, C & X Zone	460	20,404	\$4,026,175,148	\$639,783.51
Total	711	22,920	\$4,812,454,149	\$1,331,558.11

Source: FEMA Community Information System as of 06/02/2021; FEMA DFIRM; Osceola County GIS and parcel data, 7/8/2021

An analysis of existing flood insurance coverage compared to building value shows that total coverage is less than total building value in all flood zones. This is a particular concern in the high-risk Zone AE and Zone A. Additionally, it's important to note that coverage is not uniformly applicable to total value at risk; there is a large number of uninsured properties in the City—over 87% of buildings in the SFHA and nearly 97% of buildings throughout the City overall—that would have no coverage in the event of a flood loss. Therefore, there is a need to increase the flood insurance coverage in the City by increasing the number

of policyholders across all flood zones. Properties in the SFHA should be the highest priority for coverage improvement. Properties in Zone X can be targeted for coverage with Preferred Risk Policies.

Insurance Assessment Conclusions:

1. Over 85% of the active policies and 85% of paid claims in Kissimmee are for single family residential properties.
2. Policies in the B, C, and X Zones account for nearly 65% of active policies in the City as well as over 44% of all past claims and over 48% of total claim payments.
3. Only 12.2% of buildings in the AE Zone and 0.2% of buildings in the A Zone are insured. Across the SFHA, 90.1% of buildings are uninsured. Current active policies in the SFHA account for only 35.3% of total policies, yet nearly 56% of past losses have occurred in the SFHA. SFHA coverage is inadequate.

Insurance Assessment Recommendations:

1. Encourage property owners in Zone A and Zone AE, including repetitive loss areas, to retain a flood insurance policy, as these structures are at the highest risk for flooding.
2. Target residential properties for increased flood insurance coverage. Encourage the purchase of contents coverage.
3. Encourage the purchase of Standard or Preferred Risk X Zone policies. Current active policies cover more than their share of past claims but only 2.3% of all buildings in the X Zones.

Repetitive Flooding: An analysis of repetitive loss was completed to examine the number of repetitive loss properties against FEMA flood zones and the extent to which these properties are insured. According to 2019 NFIP records, there are two repetitive loss properties in the City of Kissimmee. However, the FEMA Community Information System reports there being four repetitive loss properties in the City, with one located in the SFHA and three located in the B, C, and X Zones; two of these properties, both located in the B, C, and X Zones, are insured.

2.3 Determine Target Audiences

Another important step in developing a public outreach program is to identify whether there are specific audiences that may require unique messaging or outreach dissemination methods.

Social and economic factors were considered by the PPI Committee in identifying target audiences and ensuring that the right messages, tools, and resources were used to overcome obstacles. The Committee also considered known flooding problems, such as localized stormwater flooding, and the already identified target areas in order to target audiences for outreach. The Committee recognized that messages would need to be distributed in different forms and using different sources in order to reach all target audiences. The following groups have been identified as target audiences who are a priority to educate and inform or who need special messages on flood protection:

Real Estate Agents, Lenders, and Insurance Agents

It is essential that residents know and understand their flood risk, especially when they are considering the purchase of a property. Real estate, lending, and insurance agents play an essential role in delivering information about flood insurance and flood risk to homeowners. The PPI Committee will ensure that this group has the tools and knowledge with which to communicate flood risk and insurance information to prospective buyers.

Spanish-Speaking Population

Approximately 44.5% of Osceola County residents and 59.5% of Kissimmee residents speak Spanish at home. The PPI Committee recognized that providing Spanish materials and messaging targeted toward the Spanish-speaking population will ensure that this portion of the population does not miss important flood-related information due to a language barrier.

Homeowners Associations

Homeowners Associations have access to entire neighborhoods and often host neighborhood events. Educating and partnering with this audience is an efficient way to reach large groups of residents at one time.

Home Builders/Contractors

Knowing and following flood damage prevention ordinance requirements for new and substantially damaged or improved properties is essential to protecting property from flood risk. Similarly, even where not required by code, incorporating mitigation measures into new construction or improvement projects, such as elevating HVAC and electrical equipment, is a simple and cost-effective way to avoid future losses. The PPI Committee will target builders and contractors with this information to increase compliance and enable this group to convey flood risk and property protection information to homeowners.

2.4 Inventory of Other Public Information Efforts

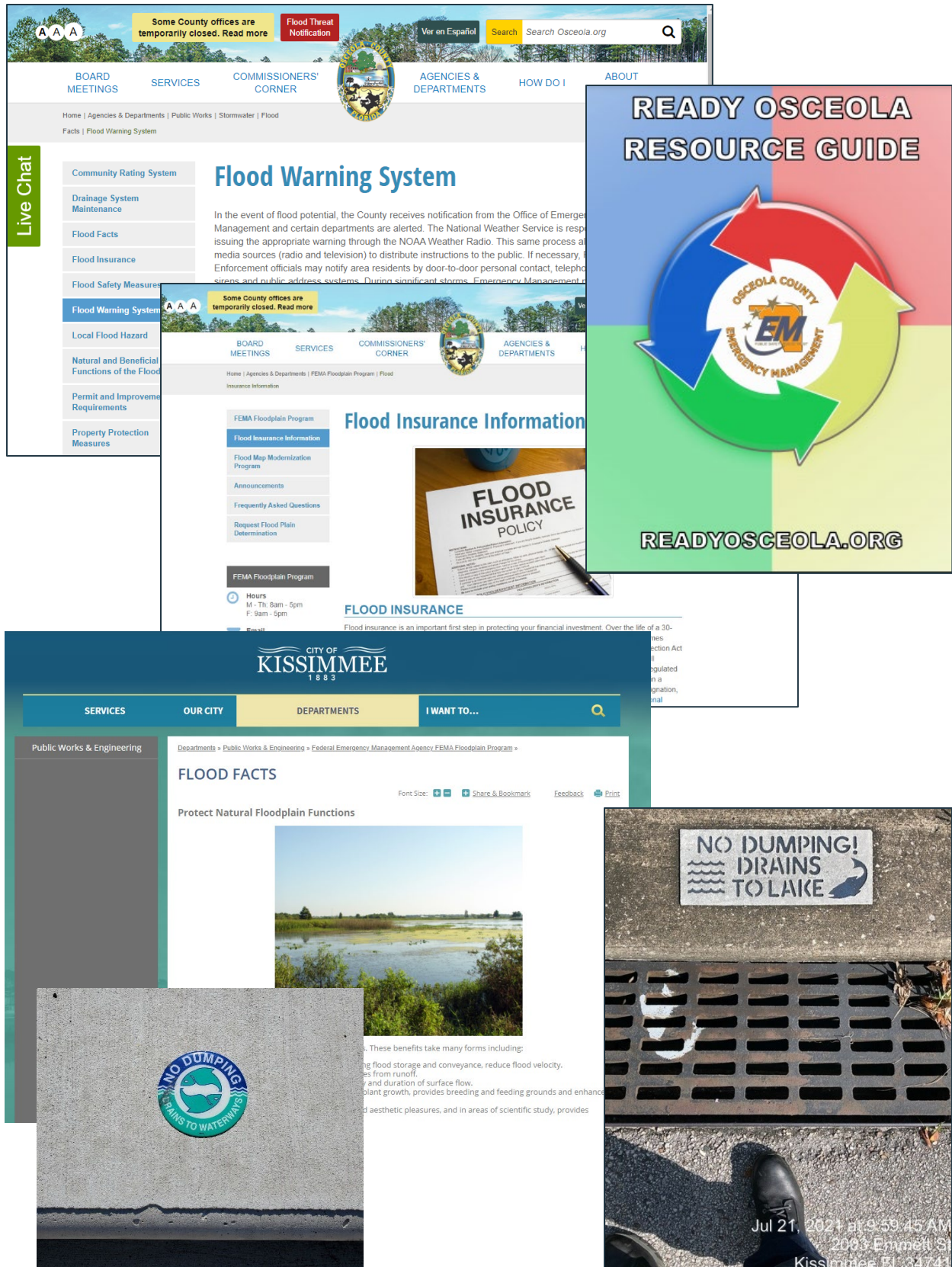
A key part of developing a public information program is becoming aware of other public information activities targeted at County and City residents. The information in Table 19 came from past projects, staff research, and PPI Committee members. Knowing what messages are currently reaching the residents of the County and City is essential in determining what types of projects or messages are effective, which ones may need to be revised, and what new projects are necessary to encourage residents and businesses to adopt behaviors to protect their property and their lives and become more resilient to flood.

Table 19 – Existing Public Information Efforts

Organization	Project	Subject Matter	Frequency
City of Kissimmee Public Works & Engineering	Flood Facts webpage	Information on the 6 CRS Priority Topics as well as map information services	Year-Round
City of Kissimmee Public Works & Engineering	Interactive Flood Zones Map	Online map enabling residents to see FIRM information and additional detail on the floodway, flood depth, historical flooding, and wetlands areas.	Year-Round
City of Kissimmee	Drainage inlet markers	No dumping signs are posted at drainage inlets	Year-Round
City of Kissimmee	Flood Outreach events	Provide information on various flood-related topics at The Great Outdoors Day Environmental Festival Held in November of every Year, City of Kissimmee School of Government held in April of every year, Leadership Osceola Environmental Day held in February of every year, Discover Osceola held biannually in June, City of Kissimmee Summer Camps held in July every year, TOHO Environmental Summer Camps every year in July, and Public Works Week held annually in May	Annually
City of Kissimmee	Brochures	Flood information brochures provided in the lobby of City Hall, the waiting area in the Public Works Department of City Hall on the third Floor, in the library, In the Kissimmee Civic Center, in the Kissimmee Main Street Welcome Center, in Oak Street Community Center, and Chambers Park Community Center	Year-Round
City of Kissimmee	Stream Clean-ups	Flood education and preparedness information provided to event participants.	Annually
City of Kissimmee	Classroom Outreach	Flood education and preparedness information provided to school children.	As invited
City of Kissimmee	HOA visits	Flood education and preparedness information provided to homeowners associations.	As invited
Osceola County	Flood Maps webpage	Information on how to read flood hazard maps, information for builders, information for realtors, information for engineers and surveyors	Year-Round
Osceola County	Flood Insurance Information webpage	Information on flood insurance, flood risk zones, flood map changes, flood insurance benefits, and links to additional information	Year-Round
Osceola County	Flood Hazard Maps viewer	Online map enabling residents to see FIRM information	Year-Round
Osceola County	Evacuation Mapper	Instructions and maps for evacuation provided online	Year-Round
Osceola County	Flood warning system	Outreach encouraging sign-up for flood warnings and other emergency notifications; annual flood alert notification test	Year-Round

Organization	Project	Subject Matter	Frequency
Osceola County	Targeted in-person outreach	Distributing NFIP flood insurance materials and info cards with CRS 6 topics to residents within an area of the SFHA that has had recent flood events	Annually
Osceola County	Civic event outreach	Distributing NFIP flood insurance materials and info cards with CRS 6 topics to general attendees of St. Cloud Earth Day	Annually
Osceola County	Civic event outreach	Office of Emergency Management staff attends civic and neighborhood events and give presentations/literature on disaster preparedness and flood-related topics	Annually
Osceola County	Social media outreach	Distributing graphics/messages prepared by NFIP Outreach Resource Library on social media both in English and Spanish	Year-Round
Osceola County	Social media outreach	Created a PSA video with flood-related messages covering the CRS 6 topics and published both in English and Spanish	Year-Round
Osceola County	Social media outreach	Hurricane-related preparedness notifications and articles published by Osceola County Office of Emergency Management	Year-Round
Osceola County	Brochures	NFIP flood insurance brochures and info cards with CRS 6 topics have been posted at the Osceola County Library branches (three locations)	Year-Round
Osceola County	Brochures	Various information cards have been posted in the County's Building Department lobby kiosk, containing disaster/flood-related messages	Year-Round
Osceola County	Brochures	Information displayed/provided at the Emergency Operation Center	Year-Round
Osceola County	Ready Osceola Resource Guide	Flood preparedness guide made available online at readyosceola.org	Year-Round
Osceola County	Signage	The County has installed "Turn Around, Don't Drown" road signs in some locations that are vulnerable for street flooding	Year-Round
Osceola County	Signage	NFIP-created posters with flood insurance-related message have been placed on the County Administration Building drop box	Year-Round
Osceola County	Signage	The Public Works Natural Resources van has been wrapped with graphics that contain messages related to the CRS 6 topics and floodplain function	Year-Round
Osceola County	Drainage inlet markers	No dumping markers are posted at drainage inlets	Year-Round

Examples of Existing Outreach Projects



Step 3: Formulate Messages

After reviewing the Community Needs Assessment, the PPI Committee reviewed the existing outreach projects and their dissemination methods and developed the following priority messages. Table 20 summarizes each message and the desired outcome. Topics A through F are the CRS Activity 330 Priority Topics and Topics G through J are the additional topics identified by the PPI Committee.

The 10 topics below are covered by a variety of outreach projects which are listed in Table 21.

Table 20 – Messages and Desired Outcomes

Topic	Message	Outcome(s)
A. Know your flood hazard	1. Your property is subject to flooding.	Increase number of FIRM inquires
	2. Your property is in a repetitively flooded area.	Reduce future repetitive loss properties
B. Insure your property	1. You need to buy flood insurance; your homeowner's policy does not cover flood damage.	Increase number of flood insurance policies
	2. Buy renters contents insurance to protect your valuables from flood damage.	Increase contents coverage
C. Protect yourself and your family	1. Know the flood warning signals.	Reduce rescues and deaths
D. Protect your property from the hazard	1. Elevate HVAC exterior units.	Reduce number of flood damaged HVAC units
	2. Purchase sandless sandbags.	Reduce water infiltration and property damage
E. Build responsibly	1. Get a permit before you start construction	Reduce citations/violations
	2. Know the substantial damage rules	Reduce citations/violations
	3. Keep areas open (setbacks) between homes and property lines.	Maintain proper drainage
F. Protect natural floodplain functions	1. Don't throw trash or debris in streams, channels, open bodies of water, or storm drains.	Reduce pollution and overbank flow
	2. Don't disturb natural floodplain areas.	Reduce grading, fill, and earth movement
G. Hurricane preparedness	1. Prepare a safety checklist and an emergency supply kit.	Protect family and reduce damage
H. Reduce stormwater runoff	1. Install LID techniques to reduce stormwater runoff.	Reduce peak flows and stormwater flooding damages
I. Turn around don't drown	1. Do not drive through flooded streets.	Reduce rescues and deaths
J. Flood education	1. What you do on your property affects flooding on surrounding properties.	Reduce drainage-related flood complaints; maintain proper drainage

Step 4: Identify Outreach Projects to Convey the Messages

The overall strategy is to make information available to target audiences in a manner that will encourage each audience to adapt behaviors to improve preparedness and decrease future flood damage. The PPI Committee identified 15 existing and new projects and initiatives for each community to implement during 2021/2022. These projects are organized by target area, audience, and message in Table 21 for Osceola County and in Table 22 for City of Kissimmee.

In addition to projects that are implemented every year, the PPI Committee recommends Flood Response Projects which will be implemented during and after a flood. These projects are drafted and made ready for production and dissemination after a flood warning. These projects are listed at the end of each table.

Step 5: Examine Other Public Information Initiatives

The PPI Committee identified other Public Information Initiatives (PII) which provide additional outreach to County and City residents to improve access to information on services each community provides. These PII projects are listed at the bottom of Table 21 and Table 22. These PII projects include:

Activity 320: The County and City will continue to provide information on areas that are at risk to flooding and will publicize Activity 320 on their websites to encourage more map inquiry requests from the public. The service is also publicized in the updated Flood Protection Brochures. See **PII #1**.

Activity 350: The County and City will update their websites to provide information on each of the six CRS Priority Topics as well as the four Additional Topics developed by the Committee. The updated websites will also include links to additional flood awareness and preparedness resources, including Floodsmart.gov, FDEM, and FEMA. See **PII #2**.

Activity 360: The County and City will continue to provide one-on-one property protection advice and will make site visits to assess a property owner's site-specific flood conditions. This service of property protection advice and property protection after a site visit will be publicized on the updated websites to increase requests for assistance by public. See **PII #3**.

Activity 540: The County and City will maintain a program of marking drainage inlets with "no dumping" markers to inform the public that dumping in streams and ditches is prohibited. See **PII #4**.

Step 6: Implement, Monitor and Evaluate the Program

6.1 Adoption

This document will become effective when it is adopted by each local governing board.

6.2 Evaluation

The PPI Committee and supporting County and City staff will monitor the projects as they are developed and track project results. They will record inputs from PPI Committee members and suggestions from other County and City staff and stakeholders. That input will be sent by e-mail to Committee members for consideration and evaluation.

The PPI Committee will meet annually to review the implementation of these projects and initiatives. The Committee will review the outcomes of each project to change, add, or approve them and will recommend to the appropriate County and City offices and stakeholders who implement projects whether projects should be changed or discontinued. Table 21 and Table 22 will be revised as needed. A report explaining the annual changes to the PPI projects, messages, and outcomes will be submitted to each local governing board for their review and consideration. The outcomes and revisions will be submitted as part of each community's annual recertification packages to the CRS.

Table 21 – Osceola County PPI Projects and Initiatives

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Special Flood Hazard Area (SFHA)	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #1 Mail updated 10-topic flood outreach brochure to all property owners in SFHA annually.	Osceola County Public Works Department	Annually	N/A
			OP #2 Place the updated 10-topic flood outreach brochure at 6 different locations which are listed on page 32.	Osceola County Public Works Department	Year-Round	N/A
	Topic B Insure Your Property	B. 1, 2	OP #3 Provide NFIP brochures on benefits of flood insurance at 6 different locations which are listed on page 32.	Osceola County Public Works Department	Year-Round	FEMA (NFIP)/ Insurance Agents
	Topic F Protect Natural Floodplain Functions Topic J Flood Education	F. 1, 2 J. 1	OP #4 Place markers on storm drain inlets and other stormwater infrastructure to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	Osceola County Public Works Department	Year-Round	N/A
Repetitive Loss Areas	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #5 Mail updated 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	Osceola County Public Works Department	Annually	N/A
Realtors, Lenders, and Insurance Agents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #6 Send the updated 10-topic flood outreach brochure and NFIP brochures to realtors, lenders, and insurance agents with the annual Activity 320 mailing.	Osceola County Public Works Department	Annually	FEMA (NFIP)
			OP #7 Send information on the 10 Topics and Messages via email to real estate, lending, and insurance agents within Osceola County and Kissimmee	Osceola County Public Works Department	Annually	Osceola County Chamber of Commerce

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Spanish Speaking Population	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #8 Place a Spanish version of the updated 10-topic Flood Outreach Brochure at 6 different locations which are listed on page 32.	Osceola County Public Works Department	Year-Round	N/A
			OP #9 Place a Spanish version of NFIP flyers on the need for flood insurance and that insurance can be purchased in an X Zone at 6 different locations which are listed on page 32.	Osceola County Public Works Department	Year-Round	FEMA (NFIP)
			OP #10 Share information on the 10 Topics and Messages in Spanish via social media	Osceola County Public Works Department	Year-Round	Hola! Osceola Facebook Group
Homeowners Associations	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #11 Give a presentation to a homeowners' association and provide a copy of the updated 10-topic Flood Outreach Brochure.	Osceola County Emergency Management	Annually	N/A
			OP #12 Create a Public Service Announcement on issues related to stormwater management systems and distribute it to HOAs throughout the County and City.	Osceola County Emergency Management	Annually	N/A
	Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic H Reduce Stormwater Runoff Topic J Flood Education	E. 1, 2, 3 F. 1, 2 H. 1 J. 1	OP #13 Conduct a rain barrel workshop to educate homeowners on low-impact development and how they can improve stormwater management at their homes.	Osceola County Public Works Department	Annually	UF/IFAS
Home Builders & Contractors	Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions	D. 1 E. 1, 2, 3 F. 1, 2	OP #14 Make an informational flyer educating home builders/contractors and their customers on the need to elevate HVAC units for flood protection available at 6 different locations , listed on page 32.	Osceola County Public Works Department	Year-Round	N/A

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #15 Give a presentation to a home builders association and provide a copy of the updated 10-topic Flood Outreach Brochure.	Osceola County Public Works Department	Annually	N/A
Flood Response Projects						
Flooded property owners and residents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	FRP #1 Provide "After a Flood: The First Steps" brochure to flooded property owners which provides information on the dangers of flood water, listen for local warnings, don't drive through flooded streets, stay healthy (emotional stress), and cleaning up and repairing your home.	Osceola County Public Works Department	Ready to go before and after a flood	FEMA and American Red Cross
			FRP #2 Provide copies of "Repairing your flooded home" FEMA 234 publication to flooded property owners which provides information on protecting your home from further damage, getting organized, drying out your flooded home, restoring utilities, clean up, rebuilding and preparing for the next flood.	Osceola County Public Works Department	Ready to go	FEMA and American Red Cross
			FRP #3 Provide information on the County's Substantial Damage rules.	Osceola County Public Works Department	Ready to go	N/A
			FRP #4 Provide information on the need for a building permit and benefits of flood Insurance on the County's website and in local news.	Osceola County Public Works Department	Ready to go	FEMA/NFIP
			FRP #5 Provide FEMA Increased Cost of Compliance Brochure.	Osceola County Public Works Department	Ready to go	N/A
			FRP #6 Flood Outreach Brochure copies available to hand out before, during and after a flood.	Osceola County Public Works Department	Ready to go	N/A
			FRP #7 Homeowner's guide to cleaning up mold.	Osceola County Public Works Department	Ready to go	EPA

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Public Information Initiatives						
All Residents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	PII #1 Publicize the Map Information Service (CRS Activity 320) on the updated Flood Outreach Brochure and on the County's website	Osceola County Public Works Department	Year-Round	N/A
			PII #2 Enhance website (CRS Activity 350) to include updated information on the 6 Priority and 4 additional topics, and provide links to Floodsmart.gov, FDEM, and FEMA	Osceola County Public Works Department	Update Annually	FDEM and FEMA
			PII #3 Provide site visits and property protection advice (CRS Activity 360 PPA & PPV), and publicize this service on the County's website and in the updated Flood Outreach Brochure	Osceola County Public Works Department	Year-Round	N/A
			PII #4 Place markers on storm drain inlets and other stormwater infrastructure (CRS Activity 540) to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	Osceola County Public Works Department	Year-Round	N/A

Table 22 – City of Kissimmee PPI Projects and Initiatives

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Special Flood Hazard Area (SFHA)	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #1 Mail updated 10-topic flood outreach brochure to all property owners in SFHA annually.	City of Kissimmee Public Works Department	Annually	N/A
			OP #2 Place the updated 10-topic flood outreach brochure at 5 different locations which are listed on page 32.	City of Kissimmee Public Works Department	Year-Round	N/A
	Topic B Insure Your Property	B. 1, 2	OP #3 Provide NFIP brochures on benefits of flood insurance at 5 different locations which are listed on page 32.	City of Kissimmee Public Works Department	Year-Round	NFIP, Insurance Agents
	Topic F Protect Natural Floodplain Functions Topic J Flood Education	F. 1, 2 J. 1	OP #4 Place markers on storm drain inlets and other stormwater infrastructure to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	City of Kissimmee Public Works Department	Year-Round	N/A
Repetitive Loss Areas	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #5 Mail updated 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	City of Kissimmee Public Works Department	Annually	N/A
Realtors, Lenders, and Insurance Agents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #6 Send the updated 10-topic flood outreach brochure and NFIP brochures to realtors, lenders, and insurance agents with the annual Activity 320 mailing.	City of Kissimmee Public Works Department	Annually	FEMA (NFIP)
			OP #7 Send information on the 10 Topics and Messages via email to real estate, lending, and insurance agents within Osceola County and Kissimmee	Osceola County Public Works Department	Annually	Osceola County Chamber of Commerce

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Spanish Speaking Population	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #8 Place a Spanish version of the updated 10-topic flood outreach brochure at 5 different locations which are listed on page 32.	City of Kissimmee Public Works Department	Year-Round	N/A
			OP #9 Place a Spanish version of NFIP flyers on the need for flood insurance and that insurance can be purchased in an X Zone at 5 different locations which are listed on page 32.	City of Kissimmee Public Works Department	Year-Round	FEMA (NFIP)
			OP #10 Share information on the 10 Topics and Messages in Spanish via social media	Osceola County Public Works Department	Year-Round	Hola! Osceola Facebook Group
Homeowners Associations	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #11 Give a presentation to a homeowners' association and provide a copy of the updated 10-topic flood outreach brochure.	City of Kissimmee Public Works Department	Annually	N/A
			OP #12 Create a Public Service Announcement on issues related to stormwater management systems and distribute it to HOAs throughout the City.	Osceola County Emergency Management	Annually	N/A
	Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic H Reduce Stormwater Runoff Topic J Flood Education	E. 1, 2, 3 F. 1, 2 H. 1 J. 1	OP #13 Conduct a rain barrel workshop to educate homeowners on low-impact development and how they can improve stormwater management at their homes.	City of Kissimmee Public Works Department	Annually	UF/IFAS
Home Builders & Contractors	Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions	D. 1 E. 1, 2, 3 F. 1, 2	OP #14 Make an informational flyer educating home builders/contractors and their customers on the need to elevate HVAC units for flood protection available at 5 different locations , listed on page 32.	City of Kissimmee Public Works Department	Year-Round	N/A

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 19)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	OP #15 Give a presentation to a home builders association and provide a copy of the updated 10-topic flood outreach brochure.	City of Kissimmee Public Works Department	Annually	N/A
Flood Response Projects						
Flooded property owners and residents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	FRP #1 Provide "After a Flood: The First Steps" brochure to flooded property owners which provides information on the dangers of flood water, listen for local warnings, don't drive through flooded streets, stay healthy (emotional stress), and cleaning up and repairing your home.	City of Kissimmee Public Works Department	Ready to go before and after a flood	FEMA and American Red Cross
			FRP #2 Provide copies of "Repairing your flooded home" FEMA 234 publication to flooded property owners which provides information on protecting your home from further damage, getting organized, drying out your flooded home, restoring utilities, clean up, rebuilding and preparing for the next flood.	City of Kissimmee Public Works Department	Ready to go	FEMA and American Red Cross
			FRP #3 Provide information on the City's Substantial Damage rules.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #4 Provide information on the need for a building permit and benefits of flood Insurance on the City's website and in local news.	City of Kissimmee Public Works Department	Ready to go	FEMA/NFIP
			FRP #5 Provide FEMA Increased Cost of Compliance Brochure.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #6 Flood Outreach Brochure copies available to hand out before, during and after a flood.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #7 Homeowner's guide to cleaning up mold.	City of Kissimmee Public Works Department	Ready to go	EPA

Target Area / Audience	Topic(s) (see Table 10)	Message(s) (see Table 10)	Project	Assignment	Schedule	Stakeholder
Public Information Initiatives						
All Residents	Topic A Know Your Flood Hazard Topic B Insure Your Property Topic C Protect Yourself and Your Family Topic D Protect Your Property from the Hazard Topic E Build Responsibly Topic F Protect Natural Floodplain Functions Topic G Hurricane Preparedness Topic H Reduce Stormwater Runoff Topic I Turn Around Don't Drown Topic J Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	PII #1 Publicize the Map Information Service (CRS Activity 320) on the updated Flood Outreach Brochure and on the City's website	City of Kissimmee Public Works Department	Year-Round	N/A
			PII #2 Enhance website (Activity 350) to include updated information on the 6 Priority and 4 additional topics, and provide links to Floodsmart.gov, Osceola County Emergency Management, FDEM, and FEMA	City of Kissimmee Public Works Department	Update Annually	Osceola County Emergency Management, FDEM and FEMA
			PII #3 Provide site visits and property protection advice (CRS Activity 360 PPA & PPV), and publicize this service on the City's website and in the updated Flood Outreach Brochure	City of Kissimmee Public Works Department	Year-Round	N/A
			PII #4 Place markers on storm drain inlets and other stormwater infrastructure (CRS Activity 540) to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	City of Kissimmee Public Works Department	Year-Round	N/A

Locations of brochures and flyers in Osceola County:

1. Osceola County Administration Building, 1 Courthouse Square, Suite 1400, Kissimmee, FL 34741
2. Osceola County Library – West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747
3. Osceola County Library – Hart Memorial Central Library, 211 E. Dakin Avenue, Kissimmee, FL 34741
4. Osceola County Library – Poinciana Library, 101 N. Doverplum Avenue, Kissimmee, FL 34758
5. Kenansville Branch Library, 1154 S. Canoe Creek Road, Kenansville, FL 34739
6. Osceola County Library – Buenaventura Lakes Branch Library, 405 Buenaventura Boulevard, Kissimmee, FL 34743

Locations of brochures and flyers in City of Kissimmee:

1. City of Kissimmee City Hall, 101 Church Street, Kissimmee, FL 34741
2. Kissimmee Civic Center, 201 E. Dakin Avenue, Kissimmee, FL 34741
3. Kissimmee Main Street Welcome Center, 421 Broadway, Kissimmee, FL 34741
4. Oak Street Community Center, 717 N. Palm Avenue, Kissimmee, FL 34741
5. Chambers Park Community Center, 2380 N. Smith Street, Kissimmee, FL 34744

Appendix: Meeting Documentation

PPI Committee Meeting 1



Osceola County & City of Kissimmee Program for Public Information (PPI)

PPI Committee Meeting Minutes

May 25, 2021, 2:00 PM

Zoom Video Conference Call

David Stroud, the Village's consultant from Wood, facilitated the meeting. The meeting began with introductions from the Committee and consultants. There were 14 total in attendance, 11 committee members and 3 consultants. Those in attendance were as follows:

- Jeremy Buchanon – Water Resources Scientist, CRS Coordinator for Osceola County
- John Fields – Kissimmee insurance agent, sells flood insurance
- Jose Flores – Stormwater Inspector, assists with CRS Documentation for City of Kissimmee
- Justin Hetu – Public Information Specialist and NPDES coordinator; works on CRS program and does outreach for these projects, City of Kissimmee
- Nagel Altrui – Stormwater Engineer and CRS Coordinator, works on NPDES, CFM, City of Kissimmee
- Kyle Overstreet – Licensed Real Estate Agent for local home builder
- Richard Halquist – Operations Manager for Osceola County Emergency Management, CFM
- Shane Platt – Appraiser/Banker at Farm Credit of Central Florida, Rancher (Kissimmee Park Properties)
- Sheila Honeycut – Citizen stakeholder, invited by Justin
- Susan E Gosselin – Natural Resources Manager, Osceola County (NPDES under her group)
- Yolanda Galloza – Resident and HOA Board member, Shingle Creek Reserve, invited by Jose
- David Stroud – Wood Contractor
- Abby Moore – Wood Contractor
- Frankie Zito – Wood Contractor

Overview of the CRS Program

David began with an overview and background information of the Community Rating System (CRS). The three primary goals of the program are to 1) reduce and avoid flood damage to insured buildings, 2) strengthen and support the insurance aspects of the NFIP, and 3) foster comprehensive floodplain management. The CRS program is governed by the Coordinator's Manual, which breaks the program into four main series of activities: 300 Public Information, 400 Mapping and Regulations, 500 Flood Damage Reduction, and 600 Warning and Response. Within these four series there are 19 activities which include 94 elements of credit.

PPI MEETING #1 MAY 25, 2021

1

There are currently 1,725 CRS communities across the country; in Florida CRS communities are present throughout the state, especially along the coast.

In Osceola County, the current Class 6 rating provides a 20% reduction in flood insurance premiums, which averages to \$89 per policy (or \$138 per policy in the SFHA). This equates to a total savings of \$540,220. An improvement to a Class 5 would afford policy holders a 25% discount, or an average of \$110 per policy (\$173 in the SFHA); the total savings in the community would be approximately \$664,074. In Kissimmee, the current Class 7 rating provides a 15% reduction in flood insurance premiums, which averages to \$74 per policy (or \$189 per policy in the SFHA). This equates to a total savings of \$53,199. An improvement to a Class 6 would afford policy holders a 20% discount, or an average of \$103 per policy (\$251 in the SFHA); the total savings in the community would be approximately \$73,970. Additional benefits include money staying in the community, insurance savings offsetting costs, better organized programs in the community and access to technical assistance and building constituency and incentive to continue participation in the program through public education.

Sheila asked how the communities move classes. David explained that every activity is point based and each class is 500 points. A community needs to reach the next increment of 500 to improve their class rating and increase the communities' discounts. Every 500 points allows for an additional 5% discount. Under activity 330 the maximum number of points a community can earn without a PPI is 200; with the addition of the PPI a community can earn an additional 150 points for a total of 350.

PPI Planning Process

A PPI is an ongoing effort to identify, prepare, implement, and monitor a range of public information activities that help educate the public on the flood risks. The PPI must be developed under the guidance of a committee. David provided an overview of the PPI and Planning Process as follows:

Step 1 – Establish a PPI Committee

The PPI committee required participation from insurance, real estate, and banking stakeholders as well as City and County representation from the Floodplain Manager and Public Information Officer. The Committee has been established and was present at this meeting.

Step 2 – Assess Community's Public Information Needs

The PPI committee must assess the County and City's public information needs. David reviewed the communities' primary flood hazards: hurricanes and tropical storms and urban/localized stormwater flooding. Additional factors to flooding in Osceola County and Kissimmee include development, the interconnected lake system, drainage issues, and transfer of property. Currently, 53% of the County is located within the Special Flood Hazard Area (SFHA); additionally, Osceola County has 6 repetitive loss (RL) buildings and Kissimmee has 2. David also summarized the current flood insurance policy coverage.

- **Richard** asked how much of the urban growth boundary or areas contained within are considered part of the SFHA and the 53%; the southern part of the county is not as populated. Noted that this number may be more meaningful if it is overlayed with population density.
- **Sheila** asked if the new communities being built will be built in flood zones. David noted that we cannot know where new construction is currently happening in the community unless that information is given to us by the community. The big question is where are they allowed to build and what regulations are in place if they do choose to build in the floodplain (floodplain damage prevention ordinances).

As part of this assessment, the committee needs to identify Priority Areas for outreach. Targeting outreach to priority area increases the CRS credit points for the outreach effort and ensures information reaches individuals who need it most. David suggested multiple potential priority areas that were discussed later in the meeting and will be summarized below.

This step also involves assessing flood insurance coverage to understand the distribution of policies, policy types, and where there may be gaps in insurance. This assessment is optional in a PPI, but by including it, the County and City will get credit under activity 370.

Additionally, the Committee must determine Priority Audiences, or people who need different types of flood-related information. David recommended groups such as renters, non-English speaking residents, tourists, vulnerable populations, the business community, landscapers, and contractors as examples.

Lastly, under this step the Committee will inventory existing public outreach efforts to understand what information is already being conveyed and how, what can be incorporated into the PPI and what gaps in information exist.

Step 3 – Formulate Message

The CRS program has identified 6 priority topics; the PPI allows the committee to identify four additional topics and the messages to convey within these topics.

Step 4 – Identify Outreach Projects to Convey Messages

The PPI committee will identify outreach projects as well as responsible parties, timelines for implementation, and stakeholders that can support outreach.

Step 5 – Examine Other Public Information Initiatives

This step involves an inventory of the other CRS-related activities that involve public information and how to improve outreach for these efforts.

Step 6 – Prepare the PPI

Wood will develop a document detailing the Village's PPI. This document must be adopted by the Village council.

Step 7 – Implement, Monitor, and Evaluate the Program

The PPI committee must review the PPI annually and complete an update every 5 years.

Target Areas and Audiences

After going through the steps of the PPI process, David explained to the Committee the intended outcomes of this meeting were to determine Target Areas and Priority Audiences. The consultants recommended specific target areas and the discussion went as follows:

- **Target Area 1: Special Flood Hazard Area (SFHA):** The City and County likely already send information to properties located in these areas; the PPI can piggyback off of this effort and can expand the existing 6 topic brochure to a 10 topic brochure which both provides more information to residents and expands credits.
- **Target Area 2: Repetitive Loss Areas:** As another requirement under another CRS activity, the communities are required to send information to repetitive loss areas.

- **Jeremy** noted that they do send out an annual letter with information, to refer them to the NFIP, and ask them to contact the county with questions. Two areas also get annual onside outreach.
- **Richard** noted that the County usually does between 30-50 presentations during hurricane season, mostly for community groups that invite them to come; the main topic is often flood hazard.
- **Richard** also noted that it might be good to target realtors, as there is no requirement to disclose flooding and flood hazards. David mentioned the Map Services program as another way to capitalize on existing programs – mailing letter indicating the type of information available to **realtors, insurance agents, and lenders**. This could be considered both a target area and target audience.
 - **John** noted that realtors will not likely say something to a perspective buyer that will impact their sales; this task should be left for lenders once they've already negotiated the sale of the home.
- **Nagel** noted that some areas are pre-FIRM built, but a lot of the problem areas in the community are more localized rather than in the SFHA.

Prior to the meeting ending, David discussed target audiences. Wood recommends always including **Real Estate, Insurance, and Lenders** as well as **Contractors**. The following were the recommended audiences:

- **Insurance, Real Estate, and Lenders**
 - **Jeremy** noted that every year Osceola partners with the Chamber of Commerce to let everyone know about the flood map services; the County provides the Chamber with a letter on County letterhead and the Chamber sends it out as a mass email blast.
- **Contractors**
- **Non-English-speaking population:** If we create a 10-topic brochure (to sent to target areas), we can translate it to Spanish and receive credit for that.
 - **Jeremy** noted that Osceola recently put together a PSA video that was released on Facebook and other social media networks where they went over the 6 topics, specifically target at new homeowners .
 - **Justin** noted that in the City of Kissimmee, any outreach is always in both languages (outreach letters, trifolds, etc.)
- **Homeowners' associations** were presented as another possible audience.
 - **Jeremy** mentioned that although they have tried to get out to HOAs and present, they have not been getting much response.
 - The City of Kissimmee has done outreach with HOAs before, even annually with certain groups; at these presentations, they combine talks about flood insurance, NPDES, etc. with a cleanup or similar event.
 - **David** noted that we could add a stormwater related topic to our existing 6 topics, which will be discussed at the next meeting.
 - **Jeremy** noted that with the new amendment we have the opportunity to discuss floodplain species.
 - **Susan** asked if a rain barrel program would earn points.

- If reducing stormwater runoff, or something similar, is a topic then it would get credit in outreach and education under activity 330.
- **David** asked if anyone recommended any other audiences
 - **Jeremy** recommended including lawncare contractors who introduce debris and clippings into storm drains potentially leading to blockages in the drainage system and flooding.
 - **Richard** noted that builders should be added to the list; Sheila and Nagel agreed.

With no further questions or comments, the meeting was adjourned. The committee is asked to send any input and feedback regarding the target areas or audiences to David.



Osceola County & City of Kissimmee Program for Public Information (PPI)

PPI Committee Meeting Minutes

July 13, 2021, 2:00 PM

TEAMS Video Conference Call

David Stroud, the Village's consultant from Wood, facilitated the meeting. The meeting began with introductions from the Committee and consultants. There were 13 total in attendance, 9 committee members and 4 consultants. Those in attendance were as follows:

- Jeremy Buchanan
- Jose Flores
- Justin Hetu
- Nagel Altrui
- Kyle Overstreet
- Richard Halquist
- Shane Platt
- Yolanda Galloza
- Shawn Hindle
- David Stroud – Wood Contractor
- Abby Moore – Wood Contractor
- Frankie Zito – Wood Contractor

The meeting was conducted according to the following agenda:

- Where we are in the PPI Process
- Review of Target Areas and Audiences
- Topics and Messages
 - Review of CRS Priority Topics (6)
 - Decide on Four (4) Additional Outreach Topics
- Develop Outreach Projects
 - Inventory Existing Outreach Projects
 - Other Public Information Initiatives
 - Open Discussion/Project Brainstorming

Where We are in the PPI Planning Process

The consultants have already completed Steps 1 & 2, Establish a PPI Committee and Assess the Community's Public Information Needs. Together with the PPI committee, the consultants are working through Steps 3, 4, & 5: Formulate Messages, Identify Outreach Projects to Convey the Messages, and Examine Other Public Information Initiatives. Much of this meeting accomplished these steps. The final steps, Steps 6 & 7: Prepare the PPI & Implement, Monitor, and Evaluate the Program, will be completed following this meeting.

Review of Target Areas and Audiences

David then reviewed the previously discussed Target Areas and Audiences with the PPI committee. The Target Areas are as follows:

- **Target Area 1:** Special Flood Hazard Area (SFHA)
- **Target Area 2:** Repetitive Loss Areas
 - **Nagel** told the committee and David that she would gather and send the necessary RL data
- **Target Area 3:** Real Estate, Lending, and Insurance Agents

Target Audiences are as follows:

- **Target Audience 1:** Real Estate, Lending, and Insurance Agents
- **Target Audience 2:** Spanish-Speaking Population
- **Target Audience 3:** Homeowners' Associations
- **Target Audience 4:** Home Builders/Contractors

The PPI committee did not have any feedback or comments on these target areas or audiences; the contractors will move forward preparing the PPI document using these target areas and audiences.

Before moving on to the next agenda item, **Richard** asked David how his work on CRS Activity 610 and this PPI can work together to maximize points. David noted that we will discuss this in more details later in the meeting, but because Activity 610 must be publicized, when we develop an updated 10-topic brochure, that information will be included.

Topics and Messages

Next, David moved on to a discussion of the Topic & Messages to be included in the PPI. As participants in the CRS, both Osceola County and the City of Kissimmee are required to provide information on the 6 CRS Priority Topics:

- 1) Know your flood hazard
- 2) Insure your property
- 3) Protect yourself and your family
- 4) Protect your property from the hazard
- 5) Build responsibly
- 6) Protect natural floodplain functions

By developing a PPI, the jurisdictions are allowed to select four (4) additional topics to include in their PPI. The discussion to decide on these topics went as follows:

- **David** mentioned the Osceola Hurricane Handbook and asked the committee about it. It is distributed widely across the County and jurisdictions (lobbies, public buildings, libraries, etc.); The guide is developed by the Utility Authority in partnership with UF Extension Office. David continued that the benefit of creating a PPI is that every project included earns a 40% points multiplier; on top of that, if the project is developed by or with an outside stakeholder it receives an additional 30% points multiplier. Because of this, we want to capitalize on these sorts of existing projects whether they be from FDEM, Osceola County Emergency Management, the Utility Authority, the Association of State Floodplain Managers, etc.

- **David** suggested including Hurricane Preparedness as the first additional topic. This topic is essential Florida whether the community is coastal or inland; with the creation of the Hurricane Guide, the City and Counties also believe hurricane preparedness is vital. **Jeremy** agreed, noting that when talking about flooding caused by rain events, those are often connected to hurricane events.
- **Jeremy** suggested including Reduce Stormwater Runoff. **David** concurred, noting that a lot of communities are using this topic because they know that urban flooding and flood events after heavy rains can impact properties, including RL properties and those outside of the SFHA, especially if the stormwater system cannot handle the rain amounts. Projects might include encouraging LID techniques, doing a rain barrel program, encouraging pervious pavers, etc. This messaging can have an effect on decreasing stormwater runoff through piecemeal projects; overtime the collective benefit is greater than what we might imagine.
 - **Nagel** agrees that this should be included, this topic covers a lot of issues the County and City deal with, especially areas not in the SFHA
- **Jeremy** suggested including Threatened and Endangered Species and asked if we can get additional points for using that as a topic. **David** noted that CRS Priority Topic 6 (Protect Natural Floodplain Functions) will likely cover this topic; in the 2021 addendum, there is additional credit in activity 510 for a Natural and Beneficial Floodplains Function Plan.
- **Richard** asked about including Flood Education; **David** noted that communities use this topic in various ways – some have enviroscape models that they take to elementary schools, others do other presentations throughout the school system, or more immersive education to the public and/or school children about flood hazards.
- **David** mentioned that General Preparedness relates to getting people to understand how they should manage important documents and other items to protect them in the event of a flood.
 - **Nagel** commented that this is something the Community is already doing; She also noted that Personal Preparedness might be a better description of what this topic covers; could include gathering important documents in a sealed container in one location for easy recovery following a flood, and could also lend itself to making sure a disaster supply kit is ready as well.
 - **Justin** agreed that Personal Preparedness is a better description and would be easier to gather buy-in.
- **David** also asked the community about the levees; **Richard** noted that there are two primary levees used to keep waters in the County and keep them out of the St. Johns River; the primary levee has evacuation plans in place; the secondary levee impacts less population.
- **David** also asked the County if tourism is as big as it is for the City of Kissimmee. The community answered that it is, can bring in anywhere between \$5 million to \$7 million especially for recreational use of the lakes. **David** asked what topics we could include to reach the tourist community and educate them about the risk of flooding?
 - **Jeremy** noted that the primary form of transportation in the County is driving, and road inundation if an impact of flooding. **Richard** added that there are intersections mapped in the SFHA as well as elevation data to understand which roads may experience inundation.
 - **David** recommended Turn Around Don't Drown as a topic – it is a national campaign that is also pertinent to the County and the City. The PPI committee agreed.

- **Jeremy** asked about how to provide information about the damage can do to homes; he also noted that it could be beneficial to explain the potential health hazards associated with flooding. This could be a potential 4th topic.
- **Richard** noted that he does not want to include “buy insurance in low-risk zones” with the impending release of Risk Rating 2.0. **Nagel** agreed, she does still push for it when she talks to community members, but not sure this should be something we target with the new options coming out soon.
- **David** returned to **Flood Education** noting that we could use information from the Association of State Floodplain Managers “No Adverse Impact” program – educating the community on how what you do on your property can impact others. This topic does not just have to be in school education, it can also be property owner education. The community was on board.

The final four additional topics agreed upon at this meeting are:

- 1) Hurricane Preparedness;
- 2) Reduce Stormwater Runoff;
- 3) Turn Around, Don’t Drown; and
- 4) Flood Education

Please send any feedback or additional input to the consultants regarding these four additional topics.

Inventory of Existing Outreach

David asked that representatives from both Osceola County and the City of Kissimmee gather a list of existing outreach projects currently going on in the communities, as they relate to flood, and include whether stakeholders are being leveraged or if they are being done themselves. These projects might include websites, flood hazard map viewers, presentations on hurricanes or presentations to HOAs, event attendance, etc.

Other Public Information Initiatives (CRS)

David discussed the other CRS Public Information Initiatives that the communities have, including elevation/construction certificates, Map Information Services (for those who want to know if their property is in a floodplain), placing materials in libraries, and providing Flood Protection Assistance with property site visits. Please let the consultants know if there are any other initiatives the County or City are undertaking.

PPI Projects

David also asked about combined City and County initiatives, such as County Emergency Management projects. This includes hurricane evacuation mapping which is on the County website but the jurisdictions can take advantage of.

David asked if there is local access television available. Justin noted that they run PSAs, mostly through Social Media, and utilize AccessOsceola (mostly online based at this point but available on some TV channels at certain times of day).

For joint projects between the City and the County, when it is released it could say “a joint message from the City and the County.” David prefers these be released via social media platform as they don’t typically have jurisdictional boundaries. The County Emergency Management has facebook and twitter –

this could be used as a platform that is agency based rather than jurisdictionally based. Osceola EM also has a PIO who Justin works closely with.

Finally, David noted that each jurisdiction needs to provide 5 locations where hard copies of outreach documents can be placed (they must be 5 distinct properties, no two can be under the same roof). Locations may include County Building, City Hall, Libraries, Community Centers, Public Works offices, Fire Stations, etc.

Each project must be done on an annual basis. **Richard** asked about the annual flood alert notification test County wide (including both Cities). This is an exercise but doubles as a great public outreach project. The Citizen Information center is active, and when the call goes out it fields hundreds of return calls that can be educational. **David** noted that this might be able to also be included as a Flood Response Project (FRP). **Jeremy** also noted that during hurricane season the stormwater management departments become more active to clean storm drains and work with communities that have repetitive issues of debris clogging drains, such projects might tied into reducing stormwater runoff.

Next Steps

- 1) County and City should send **David** (David.stroud@woodplc.com) a list of existing outreach projects to be included in the PPI
- 2) County and City should send **David** a separate list of 5 unique locations to distribute outreach information.



Osceola County & City of Kissimmee Program for Public Information (PPI)

PPI Committee Meeting Minutes

August 19, 2021, 2:00 PM

Teams Video Conference Call

David Stroud, the lead consultant from Wood, facilitated the meeting. The meeting began with introductions from the Committee and consultants. There were 13 total in attendance, 9 committee members and 4 consultants. Those in attendance were as follows:

- Jeremy Buchanon
- Richard Halquist
- Susan Gosselin
- Jose Flores
- Justin Hetu
- Kyle Overstreet
- Nagel Altrui
- David Stroud – Wood Contractor
- Abby Moore – Wood Contractor
- Frankie Zito – Wood Contractor
- Ranger Ruffins – Wood Contractor

The meeting was conducted according to the following agenda:

- Where we are in the PPI Process
- Review of the Draft PPI
 - Target Areas & Audiences
 - Topics & Messages
 - CRS Priority Topics
 - Additional Outreach Topics
 - Flood Insurance Assessment
 - Projects
 - Outreach Projects
 - Flood Response Projects
 - Other Public Information Initiatives
- Next Steps

Where We are in the PPI Planning Process

Steps 1 through 5 are completed, and Step 6 Prepare the PPI is underway, with a draft PPI completed and ready for Committee review and feedback. Once the PPI is approved by the Committee, it must be adopted by each community and the last step will be Step 7 Implement, Monitor and Evaluate the Program.

Review of Target Areas and Audiences

David then reviewed the previously discussed Target Areas and Audiences with the PPI committee. The Target Areas, which build upon existing outreach initiatives and mailings for the CRS Program, are as follows:

- **Target Area 1:** Special Flood Hazard Areas (SFHA)
- **Target Area 2:** Repetitive Loss Areas
- **Target Area 3:** Real Estate, Lending, and Insurance Agents

The Target Audiences are as follows:

- **Target Audience 1:** Real Estate, Lending, and Insurance Agents
- **Target Audience 2:** Spanish-Speaking Population
- **Target Audience 3:** Homeowners' Associations
- **Target Audience 4:** Home Builders/Contractors

Topics and Messages

Next, David discussed the Topic & Messages to be included in the PPI. As participants in the CRS, both Osceola County and the City of Kissimmee are required to provide information on the 6 CRS Priority Topics. The PPI Committee also decided on four additional topics at the last Committee meeting. Each topic has at least one associated message as well as an intended outcome of the message.

Topic	Message	Outcome(s)
A. Know your flood hazard	1. Your property is subject to flooding.	Increase number of FIRM inquiries
	2. Your property is in a repetitively flooded area.	Reduce future repetitive loss properties
B. Insure your property	1. You need to buy flood insurance; your homeowner's policy does not cover flood damage.	Increase number of flood insurance policies
	2. Buy renters contents insurance to protect your valuables from flood damage.	Increase contents coverage
C. Protect yourself and your family	1. Know the flood warning signals.	Reduce rescues and deaths
D. Protect your property from the hazard	1. Elevate HVAC exterior units.	Reduce number of flood damaged HVAC units
	2. Purchase sandless sandbags.	Reduce water infiltration and property damage
E. Build responsibly	1. Get a permit before you start construction	Reduce citations/violations
	2. Know the substantial damage rules	Reduce citations/violations
	3. Keep areas open (setbacks) between homes and property lines.	Maintain proper drainage
F. Protect natural	1. Don't throw trash or debris in streams, channels, open bodies of water, or storm drains.	Reduce pollution and overbank flow

Topic	Message	Outcome(s)
floodplain functions	2. Don't disturb natural floodplain areas.	Reduce grading, fill, and earth movement
G. Hurricane preparedness	1. Prepare a safety checklist and an emergency supply kit.	Protect family and reduce damage
H. Reduce stormwater runoff	1. Install LID techniques to reduce stormwater runoff.	Reduce peak flows and stormwater flooding damages
I. Turn around don't drown	1. Do not drive through flooded streets.	Reduce rescues and deaths
J. Flood education	1. What you do on your property affects flooding on surrounding properties.	Reduce drainage-related flood complaints; maintain proper drainage

Flood Insurance Assessment

Included in the PPI Document is a Flood Insurance Assessment for each community. By reviewing data on existing flood insurance coverage, past paid claims, as well as current building and parcel data, the planning team was able to draw conclusions about existing coverage, gaps in coverage, and recommendations for coverage improvement. David reviewed examples of the flood insurance assessment conclusions and recommendations made for Osceola County. The full flood insurance assessment is included in Section 2.2 of the draft PPI which will be circulated to the Committee for review. This assessment will provide CRS credit for both communities under Activity 370 – Flood Insurance Promotion.

Outreach Projects

Although the PPI Committee worked jointly on project development, each community has its own separate outreach project table in the draft PPI document in order to facilitate implementation and tracking. Each table denotes the targeted area or audience, applicable topics and messages, the assigned project lead, the implementation schedule, and any applicable stakeholders for each identified project.

David asked each community to review their outreach projects in the draft PPI as well as the provided 10-Topic brochure, which is referenced in multiple outreach projects, to ensure all information, department references, and phone numbers are correct. The brochures will help the communities to maximize credit by getting all pertinent information to multiple target areas and audiences.

Also included in the outreach project tables are Flood Response Projects (FRP) and Other Public Information Initiatives (PII). FRP projects are those that are ready to go and distribute immediately following a flood event. Other PII projects are outreach efforts that publicize or promote other CRS activities—including Activities 320, 350, 360, and potentially 540—in order to receive bonus credits under those activities.

CRS Project Scoring

David reviewed a spreadsheet showing how each project may score under Activity 330. Targeted projects, such as the 10-topic brochure mailing to the SFHA, receive 6 points per topic. General projects such as storm drain markers receive 2 points per project, while static information projects such as

brochures available at government offices receive 1 point per project. All projects receive a multiplier for being included in the PPI, and projects that involve stakeholder support receive an additional multiplier.

David clarified that projects that are repeated several times per year or that are provided in multiple locations can get a multiplier of up to 5 “times per year”. Wood has estimated that both communities will have maximized credit under Activity 330 based on the current identified Outreach Projects and Flood Response Projects.

Implementation & Evaluation

The draft PPI is currently under courtesy review by ISO. Moving forward, the Multi-Jurisdictional PPI must be adopted by each local governing body once it’s completed. Wood will provide a draft resolution for adoption.

Once the MJPPI is adopted, the PPI Committee must meet annually to review implementation and update and improve the PPI as needed. This meeting is an opportunity to ensure projects are meeting the intended audiences. Projects can be adjusted in terms of their implementation schedule or may be revised or replaced. Additionally, communities may work with their public information officers to identify new ways to disseminate information that might not be available at this time.

David confirmed that the community will have 45 days after their Verification Visit to provide all documentation of activities, including the completed PPI document.

Jeremy asked about potential credit for threatened & endangered species outreach. David will review and confirm whether bonus credit may be available, but the PPI draft is already expected to maximize credit under Activity 330 as is.

Next Steps

- 1) David will send out the meeting minutes and a copy of the Draft PPI. The County and City should send **David** (David.stroud@woodplc.com) any questions or comments on the draft PPI document by Friday, September 3rd.

End of Report

ITEM 7.G**Approval to Donate Surplus Storage Units to the Osceola County Sheriff's Office****Request**

Request Commission approval to donate three surplus shipping containers and a storage shed located at the Beaumont Property to the Osceola County Sheriff's Office for storage of toy drive donations.

Explanation

The Sheriff's Office has a need for storage units to store donated toys as part of their annual Toys for Tots Drive. The City has three shipping containers and a storage shed located on the Beaumont Property that were left by Osceola County when they vacated the site last year. The City has no use for these items and was planning to dispose of them as part of the demolition planned for the Beaumont Property this summer in preparation for the redevelopment project. Therefore, staff would like to donate these items to the Sheriff's Office in support of their donation drive activities.

Recommendation

Staff recommends approval to donate three surplus shipping containers and a storage shed to the Osceola County Sheriff's Office.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Letter Requesting Donation



Sheriff Marcos R. Lopez

OSCEOLA COUNTY SHERIFF'S OFFICE

2601 E. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34744

Telephone: 407-348-1100 • www.osceolasheriff.org

April 25, 2022

Mike Steigerwald
City Manager of Kissimmee
101 Church St.
Kissimmee, FL 34741

Dear Sir,

I am respectfully requesting the City of Kissimmee to consider donating the three shipping containers located at the Beaumont Avenue facility. These shipping containers will be utilized for storage and will assist with our Toys for Tots Program.

I truly appreciate the positive working relationship we have created.

Sincerely,

Sheriff Marcos R. Lopez

Member of National Sheriffs' Association



Florida State Accredited

Member of Florida Sheriffs' Association

ITEM 7.H

Supplemental Agreement to the Professional Service Agreement with AVCON, Inc. to update the Airport Electrical Vault Project

Request

Staff requests Commission approval of Supplemental Agreement No.2 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 includes on-site inspections, control and testing of materials, and recording drawings of final construction.

On February 15, 2022, Change Order No.1 was approved by the Commission due to changes to the Airfield Electrical Vault Project. There were an additional 80 hours for design and permitting efforts added to complete the project, and an additional 24 calendar days of construction engineering efforts were added 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.

Change Order No.2 calls for an additional 42 calendar days of construction engineering effort in the amount of \$30,931.25. 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	30,931.25	

Financial Summary:

This project is funded 100% by the Federal Aviation Administration (FAA), 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. 2 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.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

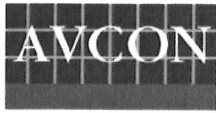
Approve

Department: Airport

Presenter:

Attachment(s):

1. AVCON Supplemental No. 2 to Amendment No. 9
2. AVCON Supplemental No. 1 to Amendment No. 9 Fully Executed on 2-15-2022



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 #2
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 construction engineering administration and inspection services in connection with contractor Change Order #2, to support the Airport for:

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

An additional 42 calendar days of construction engineering effort is required, based on change order #2 for the contractor. 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, AMENDMENT #9, and Supplemental Agreement #1.

The **LUMP SUM COST** of this **SUPPLEMENTAL AGREEMENT #2** is Thirty Thousand, Nine Hundred Thirty One Dollars and Twenty Five Cents (**\$30,931.25**) 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 #2 and all referenced attachments shall constitute the complete SUPPLEMENTAL AGREEMENT #2 to AMENDMENT #9 for this assignment.

Client Concurrence:

City of Kissimmee

By: _____
Authorized Signature

Honorable Olga Gonzalez

Mayor - Commissioner

Date: _____

ATTEST

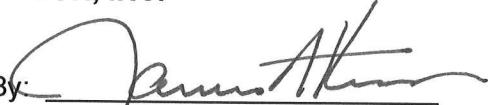
Date: _____

Approved as to form and legality

City Attorney Date

Vendor Concurrence:

AVCON, INC.

By: 
Authorized Signature

James A. Kriss

Vice-President

Date: 4/21/22


ATTEST

Date: 4/21/22

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT #2 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.

Supplemental Agreement #2

DESCRIPTION	HRS	UNITS	RATE	LINE TOTAL
42 Cal Days - 7 Cal Days Credit = 35 Cal Days Inspection\CA				
35 cal days CA @ 1 hr/day + 5 regular DRM:	40	hrs	\$165.00	\$6,600.00
35 cal days <RPR> @ 5 days/week, 8 hrs per day:	200	hrs	\$110.00	\$22,000.00
Tolls, 25 days, \$5/ day	25	days	\$5.00	\$125.00
Mileage, 25 days, AVCON-ORL - ISM, Roundtrip @ \$0.585/mile x 50 miles/day IRS 2022 rate	1250	miles	\$0.585	\$731.25
Expenses, M& IE, IRS 2022 rate \$59/calendar day	25	days	\$59.00	\$1,475.00

Total SA#2	\$30,931.25
FAA (100%)	\$30,931.25
City (0%)	\$0.00

< RPR> – Resident Project Representative / Inspection



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 15th day of February 2022, 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:

Olga Gonzalez
Authorized Signature

By:

Sandeep Singh
Authorized Signature

Honorable Olga Gonzalez

Sandeep Singh, P.E.

Mayor - Commissioner

President

Date: February 15, 2022

Date: 1-26-22

Sandeep Singh

ATTEST

Sandeep Singh

ATTEST

Date: February 15, 2022

Date: 1-26-22

Approved as to form and legality

Olga Gonzalez 2.15.2022
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.I

Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Gitibin & Associates, Inc. dba Go Rentals

Request

Request Commission approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Gitibin & Associates, Inc. dba Go Rentals.

Explanation

Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation, is a full-service fixed base operator (FBO) operating at the Kissimmee Gateway Airport by lease with the city. With city approval, Quantem has the ability to sublease space to other aeronautical and guest transportation service providers, enhancing aviation services for the public. Quantem FBO Group, LLC would like to enter into a sub-lease agreement with Gitibin & Associates, Inc. dba Go Rentals. Gitibin & Associates, Inc. dba Go Rentals is a car rental company, and will offer transportation services for airport guests flying into Kissimmee Gateway Airport.

Per the tenant lease with Quantem FBO Group-Kissimmee, LLC, the airport collects (5%) of the gross car rental revenue from Quantem FBO Group-Kissimmee, LLC.

Recommendation

Staff recommends Commission approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Gitibin & Associates, Inc. dba Go Rentals.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Consent to Sub-Lease Quantem + Gitibin + Associates, Inc. dba Go Rentals
2. QUANTEM LEASE AGREEMENT 09-24-15
3. Go Rental and Quantem Car Agreement Executed- GITIBIN and ASSOCIATES, INC. DBA GO RENTALS

AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this 26 day of April 2022, by and between the City of Kissimmee, a municipal company, hereinafter called "**City**", Quantem FBO Group Kissimmee dba Odyssey Aviation hereinafter referred to as "**Lessee**," and Gitibin & Associate, Inc. dba Go Rentals, hereinafter referred to as "**Sublessee**".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated September 24, 2015 between the City and Lessee, hereinafter referred to as "**Primary Lease**", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "**sublease**", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "**Subleased Space**".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of, the subleased Premises.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

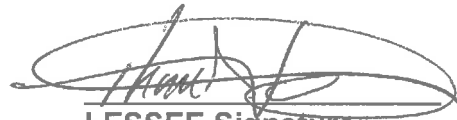
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

Mayor-Commissioner

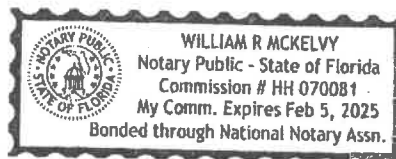
ATTEST:

City Clerk


LESSEE Signature

THOMAS VALLEJO
Printed Name

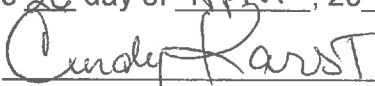
GENERAL MANAGER
Title

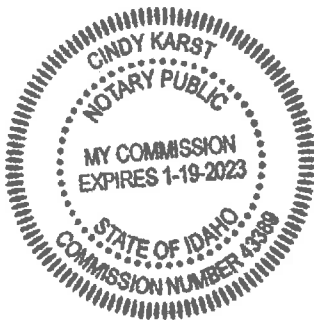


Corporate Seal


Notary Seal (unincorporated only)

Approved as to Form and Legality
This 26 day of April, 20 22

By: 
City Attorney




SUBLESSEE Signature

MIKE MORRIS
Printed Name

VP
Title

Corporate Seal


Notary Seal (unincorporated only)



CFM 2015144962
Bk 4848 Pgs 1316-1340 (25 Pgs)
DATE: 09/29/2015 09:41:04 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$214.00

**KISSIMMEE GATEWAY AIRPORT
FIXED BASE OPERATOR'S LEASE AGREEMENT
WITH QUANTUM FBO GROUP KISSIMMEE, LLC.**

THIS AGREEMENT is made and entered into this 24th day of September, 2015, by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "**City**" and **Quantum FBO Group - Kissimmee, LLC.**, hereinafter referred to as "**Lessee**" or "**Tenant**" a limited liability company organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the City owns and operates the Kissimmee Gateway Airport (the "Airport"); and

WHEREAS, Ranger Aviation, prior Fixed Base Operator executed multiple Fixed Base Operator's Lease Agreements for several parcels of land located in the Western Quadrant of the Airport; and

WHEREAS, Quantum FBO Group – Kissimmee, LLC accepted assignments from Ranger Aviation of all but three (3) of the leases for these parcels; and

WHEREAS, Three of the leases for three of the parcels are controlled by two banks; and

WHEREAS, Lessee desires to execute new leases for certain parcels in the Western Quadrant of the Airport, for its business purposes;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE I
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in composite Exhibit "A" which is attached hereto and made a part hereof by

Quantum FBO Group Kissimmee, LLC
Lease Agreement
Page 1 of 23

reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects; provided, however that such reduction or adjustment shall not materially and adversely affect Lessee's business operations. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As Is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

The leased premises are subdivided as follows for identification and operational purposes, to wit:

formerly:

W7	←	Parcel Q-1	<u>1.13</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W6	←	Parcel Q-2	<u>0.767</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W8	←	Parcel Q-5	<u>1.0</u>	acres	<u>14,000</u>	square feet	<u>Hangar</u>
W9	←	Parcel Q-6	<u>1.0</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W10	←	Parcel Q-7	<u>1.0</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W11	←	Parcel Q-8	<u>1.25</u>	acres	<u>3,000</u>	square feet	<u>Fuel Farm</u>
W20	←	Parcel Q-9	<u>1.03</u>	acres	<u>18,000</u>	square feet	<u>Hangar</u>
W17	←	Parcel Q-12	<u>1.1</u>	acres	<u>0</u>	square feet	<u>Vacant</u>
W18	←	Parcel Q-20	<u>2.95</u>	acres	<u>128,502</u>	square feet	<u>Ramp</u>
W18 Ramp	←	Parcel Q-21	<u>3.43</u>	acres	<u>149,364</u>	square feet	<u>Ramp</u>
W13	←	Parcel Q-22	<u>4.13</u>	acres	<u>180,087</u>	square feet	<u>Ramp</u>
W16	←	Parcel Q-23	<u>0.96</u>	acres	<u>41,887</u>	square feet	<u>Ramp</u>

ARTICLE II

USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Category "A" Fixed Base Operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE III

TERM

The term of this Agreement shall be for a period approximately twenty 20 years, 5 months, ending January 31, 2036.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement, but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE IV

RENT

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be \$83,465.88.

TIME AND PLACE OF PAYMENT. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS. City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. The parties hereto will compare the price index every third year with the price index for 2015 and the Annual Rent payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) when compared with the price index for, 2015. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

ARTICLE V

OTHER FEES AND CHARGES

FUEL DUMPAGE FEES. In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20th) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES. In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE VI

OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS. Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR. Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

ACCESS. Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.

MINIMUM STANDARDS/RULES AND REGULATIONS. Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waving any

claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

INDEMNITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the Lessee's use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VII

OBLIGATIONS OF CITY

A. OPERATION AS A PUBLIC AIRPORT. City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY. City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE VIII

ENVIRONMENTAL MATTERS

A STORAGE TANKS

1. Lessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

3. Lessee shall perform a Level I environment inspection of its existing fuel farm and adjacent real property.

B. INDEMNIFICATION.

1. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees.

2. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS.

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof (except for Hazardous Materials that are customarily and properly used in aircraft maintenance operations and which are used and stored in material compliance with applicable laws), or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. S6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, S6901 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Premises caused by Lessee, its employees or agents. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE IX

DAMAGE OR DESTRUCTION OF PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

ARTICLE X

TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE.** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION.** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY.** City may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due and such payments are not made within (10) days after receipt of written notice for the City of said non-payment.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT. Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the

City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE XI

RIGHTS UPON TERMINATION

A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. **REMOVAL OF PERSONAL PROPERTY.** At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. **LANDLORD LIEN.** If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, and then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE XII

GENERAL PROVISIONS

A. **CITY'S RESERVED RIGHTS**

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES. It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 32741-4613

and notices, consents and approvals to Lessee addressed to:

Quantem FBO Group Kissimmee, LLC.
Attn: Blake Fish or Sal Calvino
175 Ammon Drive
Manchester, NH 03103

Copy to:
Attn: Jack Tucker, Esq.
Robbins, Kelly, Patterson & Tucker
7 West 7th Street, Suite 1400
Cincinnati, Ohio 45202

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW/VENUE. This Agreement shall be interpreted in accordance with the laws of the state of Florida/venue of all actions shall be Osceola County, Florida.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the terms of this Agreement.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.

B. If Lessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not unreasonably exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any maintenance service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

K. City and Lessee acknowledge and agree that from and after the effective date hereof, this Lease Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and any modification, release, discharge, or waiver of any provision contained herein shall be of no force or effect unless set forth in writing and signed by the party to be bound.

ARTICLE XV **PRIOR LEASES**

Both parties acknowledge and agree that all prior leases, addendums and amendments for Parcels W-6, W-7, W-8, W-9, W-10, W-11, W-13, W-16, W-17, W-18, W-20 are hereby terminated and extinguished. As for Parcels W-5, W-15, and W-19, Quantum FBO Group – Kissimmee, LLC has not accepted assignment of the leases for such parcels, and those leases remain in effect.

ARTICLE XVI **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease Agreement to the contrary, the provisions herein-after set forth shall apply to the holder of record of a first mortgage on Tenant's interest herein:

A. The Tenant shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or other institutional lender authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the City, subject, however, to the other terms and conditions of this Lease.

B. If the Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to the City a copy of the recorded Mortgage together with a written

notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply.

C. When giving notice to the Tenant with respect to any default under the provisions of this Lease, including the failure of Tenant to pay rent, the City will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by City by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

D. The leasehold mortgagee, upon receipt from City of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to the Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the default or cause the same to be cured, or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to pay rent and any late fees, the leasehold mortgagee shall be given written notice of such default by certified mail by City, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default.

E. In case the Tenant shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Tenant is required to do or perform, and City shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. City further agrees, that in the case of any default by Tenant, so long as no default in respect of the payment of rent shall exist hereunder, that City will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by City, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said defaults [(i) to obtain possession of the premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude City from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of

such forbearance.] City agrees to recognize the leasehold mortgagee as the Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of the City to same. In such event, the term "Tenant" as used in this section, means only the owner or holder of the Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of the Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of the Tenant under this Lease.

F. References in this lease to acquisition of the Tenant's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of the Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser. Any acquisition of Tenant's interest in this Lease shall be restricted to the approved Fixed Base Operator ("FBO") uses.

G. Any leasehold mortgage shall be specifically subject and subordinate to the City's rights under this Lease. The foregoing shall not be deemed or construed to impose or establish upon the Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the City or the City's interest in this Lease.

H. In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

I. Within ten (10) days after written request by Tenant or Tenant's leasehold mortgage, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from City, City agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that City has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by City against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

J. City agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall City be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty 60 days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. City further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from City of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. City further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, City will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, City shall recognize the leasehold mortgagee as Tenant under the Ground Lease. City further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the leased property as if it were the tenant thereunder.

K. If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "Bankruptcy Code"), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the

Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

L. If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, City will enter into a new lease ("New Lease") of the Property. In the event of termination of the Lease as a result of Tenant's default, or otherwise, without the prior written consent of leasehold mortgagee, City shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and of all other defaults, if any, then known to City. City agrees to enter into a new lease ("New Lease") of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

i. leasehold mortgagee shall make written request upon City for such New Lease within sixty (60) days after the date leasehold mortgagee receives City's notice of termination of the Ground Lease;

ii. leasehold mortgagee or its designee shall pay or cause to be paid to City at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys fees, which City shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by City from Tenant or other parties in interest under Tenant;

iii. leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by City's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

iv. any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and the Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

v. the Tenant under any such New Lease shall be liable to perform the obligations imposed on the Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

M. In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by City), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph L above, City hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, City will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. City further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of the Tenant. Further, City agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

N. In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

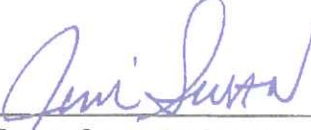
O. This Lease may not be amended without prior written consent of leasehold mortgagee.

P. City and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. City and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of City under this Lease.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this 24th day of September, 2015.

CITY OF KISSIMMEE, FLORIDA

By: 
Mayor-Commissioner



ATTEST:


City Clerk

QUANTEM FBO GROUP - KISSIMMEE, LLC.

By: 

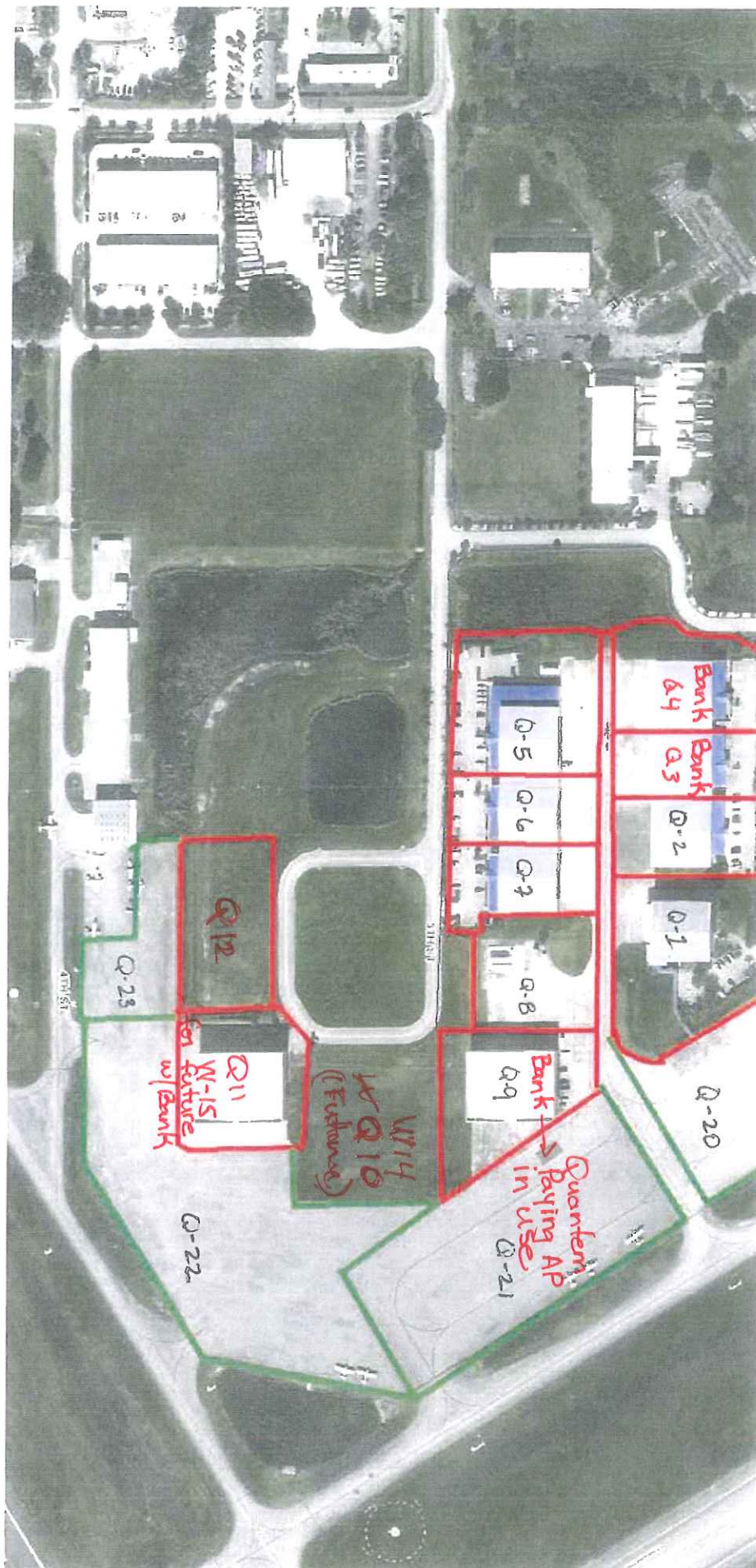
Title: 

ATTEST:

Approved as to form and
legal sufficiency.


City Attorney

A





MASTER RENTAL CAR AGREEMENT

BY AND BETWEEN

QUANTEM FBO GROUP – KISSIMMEE LLC DBA ODYSSEY AVIATION

AND

GITIBIN & ASSOCIATES, INC. DBA GO RENTALS

DATED AS OF April 18, 2022

ELITE CAR RENTAL SERVICES

04479987-1

Corporate Office 4300 Campus Drive, Newport Beach, CA 92660 | 800 464 8267 | www.gorentals.com



THIS MASTER RENTAL CAR AGREEMENT (this “Agreement”) is made and entered into on the 18th Day of April, 2022, by and between, **Quantem FBO Group – Kissimmee LLC**, an Ohio limited liability company dba Odyssey Aviation, (“Odyssey Aviation”) and **Gitibin & Associates, Inc.**, a California corporation dba Go Rentals (“Go”).

WITNESSETH

WHEREAS, Odyssey Aviation operates a commercial enterprise authorized by the Kissimmee Gateway Airport Authority to provide support services to general aviation operators utilizing Odyssey Aviation at the following location:

**Kissimmee Gateway Airport (KISM)
Orlando, Florida**

(the “FBO”).

WHEREAS, Go Rentals is in the business of renting vehicles and desires to offer such vehicles at the FBO, and Odyssey Aviation desires to permit Go to offer such vehicles at the FBO, subject to the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Odyssey Aviation and Go, intending to be legally bound, hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made part of this Agreement.
2. **Term.** This Agreement shall commence on June 01, 2022 and shall expire on December 31, 2027 (the “Initial Term”). After the Initial Term, provided that Go is not in default under the terms of this Agreement, this Agreement shall

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automatically renew for successive one-year periods unless terminated by either party in writing at least sixty (60) days prior to the expiration of the Initial Term or each subsequent successive one-year terms. Notwithstanding the foregoing, either party may terminate this agreement in accordance Section 7 hereof.

3. **Compensation**

- a. Go shall pay to Odyssey Aviation a fee equal to fifteen percent (15%) of the gross time and mileage revenue received by Go for the rental of vehicles at the FBO (the "Referral Fee"). The Referral Fee shall be paid by Go to Odyssey Aviation on a monthly basis, in arrears for the preceding calendar month, on or before the 15th day of each month. Go shall include with payment of each Referral Fee a report detailing the time and mileage revenue against which the particular Referral Fee was based and calculated.
- b. Go shall provide Odyssey Aviation a nonexclusive, nontransferable license and right to use vehicles described at Addendum A, free of charge, to be used by employees and agents of Odyssey Aviation (a "Crew Car").
- c. All loss of or damage to the Crew Car, unless such loss or damage results from a latent defect or the negligence or willful misconduct of Go, while the Crew Vehicle is in the care, custody or control of Odyssey Aviation or Odyssey Aviation Party(ies) (as defined below), including but not limited to fire, flood, theft, comprehensive losses, collision, rollover and acts of God, will be the responsibility of Odyssey Aviation, and subject to indemnification of Go and Go Party(ies) (as defined below) in the manner provided by Section 5(b) hereof. Odyssey Aviation shall insure the Crew Car in the same amount as required of Go herein and add Go as an additional insured to such insurance.

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- d. Go will perform all maintenance for reasonable wear and tear on the Crew Car at its cost and expense.
- e. Go shall provide a twenty percent (20%) discount for rental car services from any office of Go for the authorized employees of Odyssey Aviation.

4. **Obligations of Go Rentals to Odyssey Aviation Air:**

Go shall have the following obligation under this Agreement:

- a. Go will keep an inventory of vehicles and personnel at the applicable FBO to facilitate all rental car transactions for Odyssey Aviation passengers and guests. Go shall make its personnel available at the FBO during the FBO's normal business hours, seven days a week and shall have its personnel at such FBO to facilitate the renting of vehicles during non-business hours if a reservation of a vehicle has been previously booked by a passenger or guest of Odyssey Aviation. To facilitate unexpected rentals during non-business hours, Go will provide reasonable training to Odyssey Aviation's employees in accordance with Go's standard procedures and provide Odyssey Aviation employees access to rental contracts and keys for Go's vehicles.
- b. Go shall defend, indemnify and hold harmless Odyssey Aviation, its parent and affiliates, and their respective directors, officers, employees, affiliates or agents (each a "Odyssey Aviation Party") from and against any and all actions, costs, claims, losses, expenses and/or damages, including reasonable attorney's fees, including without limitation, death, personal injuries, and damage to property arising out of the acts or omissions of Go or a Go Party, or resulting from Go's or a Go Party's (as defined below) negligence, reckless or willful misconduct. This indemnity shall not extend to losses or claims arising solely and directly out of the negligence, recklessness or willful misconduct of Odyssey Aviation or an Odyssey Aviation Party.

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- c. Go shall further indemnify each Odyssey Aviation Party from and against any and all actions, costs, losses, expenses and/or damages for or arising out of any personal injuries to or the death of any Go employees working at the FBO premises or in transit to and from any FBO caused by Go's or a Go Party's negligence, reckless or willful conduct.
- d. The indemnification provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.
- e. Go shall conduct orientations for Odyssey Aviation employees (CSR's and Line Technicians) to familiarize them with Go's operations, fleet and services at reasonable frequencies and locations as mutually agreed to by Odyssey Aviation and Go.
- f. Go, at its sole cost and expense, shall be responsible for the cleaning, maintenance, insurance and fueling of all vehicles (except as may apply to a Crew Car).
- g. Go shall provide and maintain adequate equipment to permit timely completion of its obligations under this Agreement. In addition, if any government license or permit is required for the proper and lawful conduct of Go's operation or other activity carried on, in or about an FBO, or if the failure to procure such a license or permit might or would in any way affect the operations of an FBO, Go, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to Odyssey Aviation for inspection. Go agrees, at its own expense, to promptly comply with all requirements of any existing federal, state or local laws and ordinances for all services performed under this Agreement.
- h. Go acknowledges, understands and agrees that each FBO is a luxury FBO and caters to the finest clientele, and therefore, Go agrees at all times to conduct its operation in a manner conforming with the image and quality

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of service, cleanliness, and professionalism standards of Odyssey Aviation and all rules and regulations established from time to time by Odyssey Aviation and the applicable airport authority when Go's employees are on an FBO's premises. The interior and exterior of Go's vehicles shall be regularly cleaned, detailed, sanitized, and repaired whenever necessary, and kept in excellent mechanical and cosmetic condition.

- i. Except as provided in this Agreement, Go does not make any representation or warranty of any kind, whether express or implied, from a course of performance or dealing, trade usage, or of uninterrupted operation without error, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall Go be liable for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Go has been advised of the possibility of such damages.

5. **Obligation of Odyssey Aviation Air to Go Rentals**

Odyssey Aviation shall have the following obligations under this Agreement:

- a. The relationship of Go with respect to Odyssey Aviation shall be that of an independent contractor, and under no circumstances shall employees of Odyssey Aviation be deemed employees of Go, nor employees of Go be deemed employees of Odyssey Aviation. Any and all payroll taxes, social security benefits, insurance requirements or employee benefits of any kind whatsoever of Odyssey Aviation, Go and their respective employees shall be borne exclusively by Odyssey Aviation with respect to Odyssey Aviation employees and exclusively by Go with respect to Go's employees. Neither party shall carry workers' compensation insurance for the employees or agents of the other party.
- b. Odyssey Aviation shall defend, indemnify and hold harmless Go, its parent and affiliates, and their respective directors, officers, employees, affiliates

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or agents (each a “Go Party”) from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney’s fees, including death, personal injuries and damage to property arising out of or resulting from Odyssey Aviation’s or an Odyssey Aviation Party’s negligence, reckless or willful misconduct while performing services under this Agreement. This indemnity shall not extend to losses or claims arising out of the negligence, recklessness or willful misconduct of Go or a Go Party.

- c. Odyssey Aviation, at its sole expense, will provide awareness of Go’s services offered at the applicable FBO to such FBO’s passengers, guests and prospective passengers and guests. Odyssey Aviation shall provide Go with advanced notice of any and all special events or promotions at an FBO.
- d. Odyssey Aviation agrees that Go will be the exclusive and preferred car rental provider at the FBO subject to this Agreement, and Go’s personnel shall be the only authorized car rental representatives on-site at such FBO during the term of this Agreement. Odyssey Aviation shall not permit any branding or solicitation material from any other car rental company during the term of this Agreement.
- e. Odyssey Aviation will inform its employees and agents that Go is designated as the approved rental car company for the FBO and direct its employees and agents to refer business exclusively to Go.
- f. Odyssey Aviation will provide desk space and telephone equipment within the lobby for Go to conduct business and services under this Agreement. The telephone equipment will be capable of transferring calls between Odyssey Aviation CSR’s and Go representatives.
- g. Odyssey Aviation will provide Go with “hard-wired” internet access at the FBO.

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04479987-1

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- h. Odyssey Aviation will provide a secure location for Go's vehicles, keys and confidential files. Go shall be solely responsible for determining and implementing those security and safety measures Go deems necessary and appropriate for Go's vehicles and property.
- i. Odyssey Aviation shall permit Go to install signage designating Go's brand and work station subject to the approval of Odyssey Aviation management, which approval shall not be unreasonably withheld, delayed or conditioned.
- j. Subject to the prior approval of each airport authority, if applicable, Odyssey Aviation shall permit Go to wash and detail vehicles at an on-site location designated by Odyssey Aviation.
- k. Odyssey Aviation agrees to participate in the following non-exhaustive marketing initiatives:
 - i. Odyssey Aviation and Go will share links on each party's website and social media pages to promote each party's business and business relationship and increase traffic to each party's website.
 - ii. Odyssey Aviation and Go will independently produce email campaigns to their respective client databases to promote the business relationship.
 - iii. Odyssey Aviation and Go agree to cross market at all aviation trade shows and industry specific events.
- l. Odyssey Aviation agrees that it shall not:
 - i. During the term of this Agreement, directly or indirectly, negatively influence, induce, solicit or attempt to influence, induce or solicit any guest or prospective guest of Go to purchase car rental services

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- from any other person, firm, corporation, institution or other entity in competition with the business of Go;
- ii. During the term of this Agreement, directly or indirectly, solicit, induce, recruit or encourage any of Go's employees or agents to terminate their relationship with Go, or attempt to solicit, induce, recruit, encourage or take away employees or agents of Go, either for itself or for any other person or entity;
 - iii. During the term of this Agreement, own, maintain, engage in, operate, conduct, solicit, have any interest in or perform any service for any other vehicle rental business, similar to or in competition with the business of Go conducted hereunder;
 - iv. During the term of this Agreement, operate a taxi or limousine service at any location at which Go provides the services hereunder;
 - v. During the term of this Agreement, directly or indirectly promote or permit the promotion of rental car companies other than Go at their locations.
- m. Odyssey Aviation agrees to provide adequate parking spaces for the Go vehicles and inventory. This includes "on-ramp showroom" parking spots as well as, "off-ramp showroom" parking spots. This will allow Go to adequately showcase their most desirable vehicles.
6. **Insurance.** Go shall carry and maintain throughout the Term of this Agreement, workers' compensation insurance in the statutory amounts, comprehensive general public liability insurance endorsed to include products and completed operations and contractual liability in the minimum amount of \$5,000,000.00, combined single limit and automobile liability insurance in the minimum amount \$5,000,000.00, combined single limit. Such insurance shall name Odyssey Aviation as additional insured, and provide coverage for Go's indemnity obligations under this Agreement. The cancellation clause for such insurance shall provide Odyssey Aviation written notice of cancellation not less

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than ten (10) days prior to any cancellation or material change. Certificates of such insurance coverage (and copies of policies if requested by Odyssey Aviation) shall be delivered to Odyssey Aviation prior to the performance of any services under this Agreement. Go shall comply with any increases to mandatory minimum insurance coverage required by Kissimmee Gateway Airport Authority.

7. **Termination.** This Agreement may be terminated:
- a. By either party if the other party defaults in the performance of any of its material obligations under this Agreement upon at least sixty (60) days' notice to the breaching party and the breaching party does not cure such default within sixty (60) days from the non-breaching party's default notice; provided, however, that if the nature of the breaching party's default is such that more than sixty (60) days are reasonably required for its cure, then it shall not be deemed a right to terminate if the breaching party commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion.
 - b. By either party upon written notice received at least ninety (90) days prior to the end of the then-current term.
 - c. At the expiration or earlier termination of the Agreement, Go shall, within a reasonable time after the expiration or termination, remove all fixtures, improvements, installations and any other tangible items placed at Odyssey by Go, and Go shall promptly repair any damage resulting from such installation or removal and return the premises to its original condition.
8. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or sent by U.S. mail or overnight courier service such as Federal Express, addressed to the parties at the addressed below:

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To Odyssey Aviation:
3950 Merlin Dr
Kissimmee, FL 34741
Attn: Ken Allison

To Go:
4300 Campus Drive, Suite 100
Newport Beach, CA 92660
Attn: Kaye Gitibin

9. **Trademarks.** Odyssey Aviation and Go expressly recognize and acknowledge that their respective rights under the Agreement shall not confer upon either of them any right in, or the right to use, each other's trademarks, without the express written consent of the other; provided, however, cross-marketing will be promoted on both websites and promotional literature, including, but not limited to general aviation websites such as www.airnav.com.
10. **Confidentiality.** The parties shall maintain in strict confidence and not disclose to any third party any confidential information received from the other party as indicated by such disclosing party.
11. **Attorney's Fees.** In the event, any legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.
12. **Assignment.** This agreement shall not be assigned by either party hereto without the prior written consent of the other party; provided, however, Odyssey Aviation may assign this Agreement to an affiliate of Odyssey Aviation, any purchaser of Odyssey Aviation (whether via stock sale, asset sale, or otherwise), a subsequent operator of Odyssey Aviation or to a holder of a mortgage encumbering an FBO, in each case, without obtaining the prior written consent of the Go.



13. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.
14. **Partial Invalidity.** In case any one or more of the provisions contained in this Agreement should be adjudicated to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
16. **Entire Agreement.** This Agreement contains the entire and only agreement between the parties hereto with respect to the subject matter hereof and any representation, promise or condition not incorporated herein shall not be binding upon either party. This agreement shall supersede all prior understanding, arrangements and agreements between the parties hereto with respect to the subject matter hereof. No modification, renewal, extension or waiver of any of the provision of this agreement shall be binding upon either party unless made in writing and signed on its behalf by a duly authorized person.

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Quantem FBO Group – Kissimmee LLC

DocuSigned by:
By: Thomas Vallejo
DEE246562B7248A...
Its: General Manager

Date: 4/20/2022

Print Name: Thomas vallejo

Gitibin & Associates, Inc.

DocuSigned by:
By: Kaye Gitibin
EF70070FA1F94FD...
Its: CEO

Date: 4/20/2022



ADDENDUM A

Go agrees to provide the following Crew Cars for Odyssey Aviation's use without charge:

- i. One (1) 2022 Toyota Camry
- ii. One (1) 2022 Toyota Mini Van

ITEM 7.J**Approval of a Space Use Permit at the Airport for Jr. Davis Construction Company, Inc****Request**

Commission approval of a Space Use Permit for Jr. Davis Construction Company, Inc. for storage of construction materials on Airport property.

Explanation

For the past few years, Osceola County has utilized a parcel within the Airport boundaries to store temporary construction trailers while completing the Hoagland Boulevard Widening Project. Since completion of the Hoagland Project, JR Davis desires to lease this property for similar use while they construct a new maintenance facility at the former KPD Gun Range Property. The use of this 45,000 square foot property will generate \$8,100.00 annually in revenue for the Airport.

Recommendation

Staff recommends Commission approval of a Space Use Permit for Jr. Davis Construction Company, Inc. for storage of construction trailers to assist with the redevelopment of the former KPD Gun Range Property at the Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Space Use Permit + Exhibit A- signed 05.05.22

**CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT**

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Jr. Davis Construction Company**, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Municipal Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: **Mr. James B. Davis, Jr.
Jr. Davis Construction Company**

Address: **210 S Hoagland Blvd
Kissimmee, FL 34741**

Telephone:

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

**Storage of Temporary Construction Offices and Associated
Automobile Parking**

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport:
45,000 S.F. bounded by 3rd Street, Airport Lane and 4th Street, Kissimmee FL. 34741 See **Exhibit A.**

4. **Term.** This Permit is effective from **May 1, 2022 through April 30, 2025** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Permittee hereby agrees to pay to the City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus any and all sales, use, ad valorem, or any other taxes due thereon:

45,000 S.F. x \$0.18 = \$675.00 + \$50.62 (7.5% sales tax) monthly = \$725.62

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Permittee \$1,000,000.00.

7. **Security Deposit.** The amount of the security deposit to be held is **N/A.**

8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City of Kissimmee. Any infrastructure improvements made to the property for the County's use may remain on the property. The cost of improvements and restoration of the property shall be borne solely by the Permittee. without reimbursement by the City.

9. **Default.** If either party fails to perform or comply with the terms of this permit, then either party may

declare a default and terminate this permit immediately.

10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

CITY OF KISSIMMEE

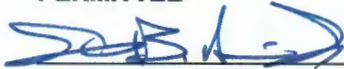
By: Mayor/Commissioner- Olga Gonzalez

Date: _____

ATTEST:

City Clerk

PERMITTEE



James B. Davis, Jr. / President
Name-Title

Corporate Seal (or Notary Seal)



Approved as to form and correctness
this _____ day of _____, 2022.

City Attorney



ITEM 7.K

Chambers Park Community Center Roof Replacement

Request

Approval to replace the shingle roof system at Chambers Park Community Center in the amount of \$121,500.00 using the City's continuing roofing services contract.

Explanation

Through the City's continuing roof services contract with Advanced Roofing, the contractor shall furnish labor, material, permitting, demolition, supervision and any required equipment to complete removal and installation of the existing shingle roof system located at the Chambers Park Community Center.

The current shingle roof system will be stripped down to the existing roof deck. The roof deck will be inspected for any deficiencies with new synthetic underlayment applied, new aluminum flashing/edge metals, new architectural shingles, new gutter system, and stainless steel gutter guards installed at Chambers Park Community Center.

The cost to replace the existing shingle roof system is \$121,500.00.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045606-506393	CS2225		\$121,500.00	\$121,500.00

Financial Summary:

Sufficient funds are available in the above referenced account to cover the roof replacement located at Chambers Park Community Center.

Recommendation

Staff recommends City Commission approval to replace the shingle roof system at Chambers Park Community Center in the amount of \$121,500.00 using the City's continuing roofing services contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

City of Kissimmee

Attachment(s):

1. Advanced Roofing Signed Work Order Form
2. Chambers Park Community Center Roofing Quote
3. Advanced Roofing Continuing Services Agreement 2022



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

Work Order #:

Purchase Order#:

DATE: 04/20/2022

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

DESCRIPTION OF ASSIGNMENT:

Demo existing shingles and install new shingle roof system as described in rfq for Chambers Park Community Center.

FORM OF COMPLETED DELIVERABLES:

Material, Labor, & Equipment.

BASIS OF PAYMENT: Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed \$121,500 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 60 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) <u>Install new shingle roof system as described in rfq.</u>	\$121,500.00
2)	
3)	
4)	
5)	
	\$ 121,500.00

Contract Dollars: \$121,500.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$121,500.00

Accepted By:


(Signature)

Title/Position:

Vice President

City Engineer:

Ashley L. Willis
Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works &
Engineering, ou=Engineering,
email=awillis@kissimmee.org, c=US
Date: 2022.05.09 15:49:14 -0400
City Engineer (Signature)

Approved By:


Director, PW&E (Signature)

Approved as to Form and Legality:

City Attorney

(Signature)

Requested By:

Randall Littlefield

Digitally signed by Randall
Littlefield
Date: 2022.04.27 15:51:36 -0400
(Signature)

Approved By:

City Manager

(Signature)

Approved By:

Mayor

(Signature)

City Commission Approval Date:

(If Required)

REQUISITION/ QUOTATION RECORD

DATE: 4/20/2022

STAFF: R. J. Littlefield

REQUISITION #

DESCRIPTION: Replace existing shingle roof at Chambers Park Community Center

ACCOUNT #

PROJECT # CS2225

Vendor 1	Vendor 2	Vendor 3
Advanced Roofing, Inc.	Atlas Apex Roofing	Springer Peterson Roofing
Address: 200 Northstar Ct. Sanford, FL 32771	Address: 11334 Boggy Creek Rd Orlando, FL 32824	Address: 4410 Maine Avenue Lakeland, FL 33801
Contact: Wayne Mathews	Contact: Tim Burris	Contact: Travis Duke
Phone: 407-322-1555	Phone:	Phone: 863-608-0107
Email: waynem@advancedroofing.com	Email: tburris@atlasapexusa.com	Email: travis@springerpeterson.com

ITEM/ DESCRIPTION	Vendor 1	Vendor 2	Vendor 3	Vendor 4 RCS Roofing
Replace existing shingle roof system	\$121,500.00	No show	No show	No show
TOTAL QUOTE:	\$121,500.00	No show	No show	No show

AUTHORIZED SIGNATURE:

TOTAL COST: \$121,500.00

SOLE SOURCE: ☐ YES ☒ NO

COMMENTS: Please see attached RFQ for description.



NOTICE OF AWARD

Advanced Roofing, Inc.
Attn: **Mr. Wayne Mathews**
1950 NW 22nd St.
Fort Lauderdale, FL 33311

Date: April 20, 2022

Project: **Kissimmee-Chambers Community Center – Roof Replacement**
RFQ 2022-04

The City of Kissimmee has considered the Bid submitted by you for the above project in response to the Request for Quote dated April 6th, 2022.

You are hereby notified that your BASE BID and UNIT COSTS has been accepted for items in the amount of **One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500.00)**.

You are required to return an acknowledged copy of the NOTICE OF AWARD TO THE Owner.

Dated this 20th day of April 2022.

City of Kissimmee, Florida
Owner

By: Randall Littlefield
Randall Littlefield Jr.
Digitally signed by Randall Littlefield
Date: 2022.04.20 11:47:24 -04'00'

Title: Facilities Construction Coordinator
Public Works and Engineering
City of Kissimmee

Acknowledgement:
Contractor

By: [Signature]
Title: VP



REQUEST FOR QUOTE

Proposal request from City of Kissimmee continuing services roofing contractors.

Roof Replacement for the following property:

Chambers Community Center
2380 Smith Street
Kissimmee, FL 34744

Quote Due Date: Wednesday, April 6th 2022

Scope of Work:

Provide all labor, material, permitting, installation and supervision required to replace existing roof of the Chambers Community Center located 2380 Smith Street Kissimmee, FL 34744.

Roof is approximately 9,518 sq.ft +/-, the total area and roof conditions are to be verified by the contractor.

The contractor shall furnish labor, material, permitting, demolition, supervision, and any required equipment for complete removal of current asphalt shingles and replacement. The current roof shall be stripped down to the existing roof deck. Following current and local building codes, the roof deck shall be inspected, synthetic underlayment applied minimum 17 mils, new aluminum flashing/edge metals installed, new architectural shingles installed with wind rating per code, at 130-mph minimum, owner to select from standard color chart. Existing gutters and downspouts to be removed and new gutter system installed including downspout and stainless steel gutter guard. Contractor to account for removing and replacing 50% of plywood sheathing as a separate cost line item. Proposal shall include a warranty approved by the roofing manufacturer. Provide minimum 5-year labor warranty and minimum 15-year manufacture warranty. Site visit is available for contractor. Contractor to provide unit cost to replace any damaged plywood sheathing over the 50%.

Project Duration: 60 Days

All prices quoted are good for a period of 90 days.

Awarded contractor is responsible for all permits and inspections required by City of Kissimmee building department. A general walk through and completion of all punch list items will be required before final payment is released.

No quote will be accepted after the due date.

Billing and Payment; refer to signed agreement between City of Kissimmee and Contractor RFP2022-001 Roofing Installation & Repair Contractor Services.

Direct any questions to Randall Littlefield Facilities Capital Construction Coordinator randall.littlefield@kissimmee.gov



Public Works & Engineering

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

EXPERIENCE MATTERS.

ADVANCED



ROOFING, INC.

ESTABLISHED 1983



Proposal Package

KISSIMMEE - CHAMBERS COMMUNITY CENTER

Established in 1983, Advanced Roofing is a full-service commercial roofing company that specializes in re-roofing, HVAC, renewable energy, and preventative maintenance. Our "**Commitment to Quality**" ensures your customer experience by providing the best value roof solution with premium materials and excellent craftsmanship. Advanced Roofing has been named one of the **top ten roofing contractors** in the United States. Licensed and insured, Advanced Roofing's dedication to safety, professionalism, and quality work is signified through the **satisfaction of thousands** of customers.

Advanced Roofing has your solutions all under one roof.

Cover Letter

April 5, 2022

RJ Littlefield
City of Kissimmee
104 N. Alaska Ave
Kissimmee, FL 34741
407-518-2622

Re: KISSIMMEE - CHAMBERS COMMUNITY CENTER

Dear RJ Littlefield,

Thank you for the opportunity to provide a proposal/bid for your upcoming re-roofing project. I have enclosed our Advanced Roofing Capabilities Brochure for your review. Advanced Roofing is the largest re-roofing company in Florida and is continuously rated within the Top 20 roofing contractors in the country. We specialize in re-roofing of occupied buildings. We are approved with all roofing manufacturers to offer their highest warranties, ranging from 20-30 Year No Dollar Limit (N.D.L.) Warranties. We also offer the following services to complement our re-roofs:

- State Licensed A/C Contractor
- State Licensed Lightning Protection Contractor
- State Licensed Solar Power Contractor
- State Licensed Electrical Contractor
- State Licensed General Contractor to handle structural repairs
- We own all our own Cranes, including 2 – 330' GCI Tower Cranes
- Emergency Repair and Preventive Maintenance
- In-house Sheet Metal Fabrication
- In-house Dumpster and Tractor Trailers
- In-house Engineering
- Roof Express Roof Evaluation Software
- Infrared Moisture Surveys
- Bonding Capability up to 150 Million

If there is any pre-qualification information you require, please let me know and we will fill it out promptly. Advanced Roofing has been in business for 38 years with an impeccable record of keeping our clients dry. Should you have any questions, please feel free to contact me at 407-322-1555.

Sincerely,

Wayne Mathews

Wayne Mathews
Account Manager

P.S. South Florida has seen many roofing contractors come and go, but we are proud to say we have been a part of this community; which we have been actively involved in since 1983, and are here to stay. We hope our portfolio will help you to be able to evaluate who you want as your long-term partner to give you the best value to meet your roofing needs.

Introduction to Advanced Roofing

Our experience

Advanced Roofing has been in business since 1983, growing steadily on our overriding "**Commitment to Quality**", which has made us the number one commercial re-roofing company in Florida. While our specialty is re-roofing occupied commercial buildings per architect or consultant specification, we offer a full range of roofing systems to meet all your roofing needs, using the **best materials** and offering the **best warranties**.

Your experience working with us

For us, it's not just about getting the job done right and on time. It's about making the **entire process** from bidding to completion headache and **hassle-free** for you. We think you should be informed, involved and in control from the start and with locations throughout Florida, we've got you covered. When we say we'll do something, you can swear by it. At least, that's what a long list of satisfied customers tell us.

Professional Solutions. On Time. On Budget. We are Advanced!

Over the years the most important thing we've learned is that **your experience** is what truly validates **ours**. It's not just about getting the job done right and on time. It's about making the entire process headache and hassle free. We want you to feel informed, involved and in control from the very beginning. No surprises. No Second Thoughts.

At Advanced Roofing, we'll always stand behind our "Commitment to Quality." We've just advanced our thinking somewhat. Today we're further committed to the quality of your experience. To all of us who work here, that's definitely what matters most.

Company Legal Name

Advanced Roofing, Inc
1950 NW 22nd St
Fort Lauderdale, FL 33311
www.advancedroofing.com

Corporation

Fed ID Number: 59-2360591
Type of business: Private S-Corporation
State of incorporation: Florida
Date of incorporation: 10/08/1983

Professional Licenses

Roofing Contractor License #CCC024413
General Contractor License #CGC1507377
Mechanical Contractor (Class A) License #CAC1818806
Mechanical Contractor (Class B) License #CAC046188
Solar Contractor License #CVC56792
Electrical Contractor License #EC13006050
Professional Engineer Licenses #PE36852 & #PE85793
NABCEP Certification #PV-101913-002781 & #PVSI-072019-028634
LEED AP
View more [professional licenses](#) online

Bank:

BB&T, now Truist
515 E. Las Olas Blvd., 7th Floor
Fort Lauderdale, FL 33301

Surety:

Atlantic Specialty Insurance Company

Surety Agent:

Michael Marino
American Global LLC
900 S. Pine Island Rd., Suite 210
Plantation, FL 33324

Limits up to:
\$40MM Single Project
\$150MM Aggregate
\$1BB Ground Mount

Insurance Agent:

Frank H Furman, Inc.
1314 East Atlantic Blvd
Pompano Beach, FL 33061
Account Manager: Melissa Rhinehardt

Gen Lib: \$2MM aggregate

Top Criteria –

Our Commitment to Quality

Compiled below is a list of important criteria for any business owner to consider when selecting the right contractor for roofing projects. Advanced Roofing has a documented history of meeting and exceeding expectations in each category. Before selecting any roofing professional, research whether the prospective company satisfies these key areas of concern.

1. Longevity in Business

Your roof will last over 20 years, so you want to make sure your roofing contractor will still be around. We suggest using a contractor with at least 10 years in the South Florida Market

Check out your employer's history on www.sunbiz.org.

2. Financial Stability and Bonding

Contractors go under because they do not have proper financials in place.

Ask for audited financials, bank references, surety information and/or check online at www.db.com

3. Permit Processing

The #1 reason for delays in projects is incorrect permitting. Choose a contractor that can show you how many permits they process in your city.

Ask your contractor how many permits they process on a monthly basis.

4. Extended Warranties

Only contractors with enough experience, square feet installed, and repair ratio can offer you an extra 5 to 10 years on your warranty.

Check with the manufacturer and make sure your warranty gets registered.

5. All Under One Roof

Using multiple contractors or subcontractors for different trades as Sheet Metal and AC will lead to longer timelines and finger pointing.

Ask your roofer who will be working on your roof.

6. Safety

South Florida has many tall buildings and without safety protocols and management, an accident can stop or delay your project.

Ask for your roofer's EMR ratio.

7. 24/7 Service

It's 11PM in August and your roof starts leaking. Who do you call?

Require access to your roofing contractor 24/7 in case of unexpected emergencies.

8. Reputation, Pride, and Integrity

Pictures can say a thousand words. Choosing a contractor that can back up their claims of quality with job pictures, both during the installation and of the final product, can help prevent surprises in quality and professionalism.

Ask your roofing contractor for pictures and references of completed projects and in-progress photos.

9. Repairs

You have a job to do and it should not be the roof.

Ask for references from customers 5 years past and ask how many repairs were needed after installation.

10. Community

Feel good about purchasing your new roof.

Ask your potential roofing contractors what they do for the community, in addition to their clients.

11. Best Value Proposition

Know what you're getting for your money

The price is competitive but over the life of the roof, which bid is your lowest cost/ROI.



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:

Mr. RJ Littlefield
City of Kissimmee
104 N. Alaska Ave.
Kissimmee, FL 34741
(407) 518-2622

Job Name:

Kissimmee Chambers Community Center

Address:

2380 Smith St.
Kissimmee, FL 34744

Date:

April 5, 2022

Reference:

Re-Roof Proposal – GAF (or equal) Shingle Roof System

Page 1 of 4

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of eleven (11) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

- Provide Florida product approval.
- Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

- Remove existing tile roof system and underlayment roofing down to the wood deck and dispose of in waste containers provided by Advanced Roofing, Inc.
- Re-nail wood deck as needed to meet the current local and state building code requirements.

WORK SCOPE

UNDERLAYMENT

- Furnish and install one (1) layer of synthetic or self-adhering underlayment starting at the low point of the roof and proceeding in shingle fashion up to the ridge. All sheet to be mechanically fastened utilizing Simplex nails.
- Furnish and install self-adhering sacrificial membrane at all valleys and transitions.

FLASHINGS

- Install new 24 gauge kynar galvanized metal drip edge around the perimeter of all buildings. Color to be selected by owner. New metal to be mechanically fastened every 4" utilizing 1 /14" ring shank roofing nails.
- Furnish and install new lead boots at all plumbing vents. New lead to be set in mastic and flashed per the manufacturer's recommendations. New lead boots to be painted to match the color of the shingles.
- Furnish and install new metal roof vents as needed. Color to match new shingles.
- Furnish and install new galvanized valley metal where required.
- Shop fabricate and install new metal step flashing as needed at the side and head walls where required. New metal to be set in mastic and flashed per the manufacturer's recommendations.

- Furnish and install new K style gutters and downspouts at existing locations. Install stainless steel gutter guards.

SHINGLES

- Furnish and install new GAF Timberline HD architectural shingle as per the manufacturer's recommendations. All shingles to be mechanically fastened utilizing 1 ¼" rink shank roofing nails as per the Florida Building Code requirements. Standard color to be selected by owner.
- Furnish and install new ridge cap shingles provided by manufacturer.

ADVANCED ROOFING, INC. is an approved applicator of Shingle Roof Systems for GAF.

MISCELLANEOUS INSTALLATIONS

- Advanced Roofing, Inc. to provide proper protection and safety barriers at work areas to allow a safe work place. Provide adequate access for residents/guests and provide and maintain a safe work environment.
- Advanced Roofing, Inc. to provide site specific safety plan prior to any work to the owner for review if required.

ESCLUSIONS & CLARIFICATIONS

- Repair or replacement of structural components are excluded from proposal.
- Replacement of up to 50% of roof deck included in price. See unit prices below for any additional replacement.

GUARANTEE

This roof system has a standard limited lifetime materials warranty from GAF.

WARRANTY

Five (5) year watertight warranty by ARI Insurance, Inc.

QUOTATION

FOR THE SUM OF:.....\$121,500.00
(One Hundred Twenty One Thousand Five Hundred Dollars)

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

PAYMENT TERMS

- A. 25% deposit due within ten (10) days of execution of contract;
- B. Monthly progress payments per AIA 702 and 703 Schedule of Values;
- C. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.

UNIT COSTS

Fascia Replacement	\$15.00 per LF
Truss Repair	\$13.00 per LF
Vented Metal Soffit Replacement	\$10.00 per LF
Plywood Deck Replacement	\$112.00 per sheet
Time and Material for Unforeseen Conditions	\$60.00 and HR/Man Material plus 10%

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Please be advised that the amount quoted in this proposal has been reduced by the amount of any applicable rebates. The contractor shall receive all rebates, in which Owner agrees to execute any documents necessary for the contractor to recover payment for same.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Extended guarantees are available with a maintenance program.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: Wayne Mathews
Wayne Mathews

NOTE: This proposal may be withdrawn by us if not accepted within Seven (7) days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: Signature:

Date: Signature:

*Terms & Conditions on last page(s) apply. State License: CCC 024413



Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com
1950 NW 22nd St. Fort Lauderdale, FL 33311

Project: City of Kissimmee – Chambers Community Center
2380 Smith Street, Kissimmee Florida



Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com
1950 NW 22nd St. Fort Lauderdale, FL 33311



View at front of building



View at rear of building



View at rear roof connector area



View at rear gutter condition



View at east end gable



View at front under pergola section

Products and Services

Advanced Roofing offers a variety of products and services to fit a variety of project needs and budgets:

Re-Roofing

Advanced Roofing offers a wide variety of roof systems to fit your needs, and is certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. Our goal is to make the re-roofing process easy and hassle free for you, the customer.

Re-roofing commercial buildings is a highly technical process. We have found roofing companies that start in new construction and go into re-roofing, fail. Our experience constantly improves from protecting the property, documenting existing conditions, pre-construction job meetings, code compliance involving building departments, manufacturers' representatives, close out and getting other recommendations from you.



Our Roofing Department has over 300 expertly-trained construction managers, foremen, roofing mechanics, and laborers. They are all trained in safety procedures.

Roof Repairs

Advanced Roofing is available 24 hours a day, and most of the time, can handle your problem within 24 hours. Advanced Roofing prides itself on providing the best service possible. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses.

Since 1983, our service department has helped increase our customers' return on their new roof investment. Our roof repair division handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost.

Roof Restoration

In this tough economy, it may be difficult to afford a complete roof replacement. With a coating or regravelling from Advanced Roofing, you can extend the life of your current roof at a more affordable price. With coating and regravelling, you can prolong the life of your roof for 5-15 years at 50% of the cost of replacement, and save energy in the process.

Preventative Maintenance

Preventative maintenance on your roof system is something that should be taken into careful consideration. At Advanced Roofing, we make sure your roof is in tip-top shape year-round. To ensure your roof is functioning properly, it is important to perform semi-annual inspections. These measures of preventative maintenance help to fix problems before further damage incurs, stop roof problems before they start, and guarantee that your roof has a longer service life.

With over 325 buildings, totaling over 9 million square feet of roof, under Advanced Roofing's proactive maintenance program, our commitment to service speaks for itself.

Design Build

At Advanced Roofing, Inc., we can design your project from the ground up. We offer comprehensive analysis of your structure and can design plans to fit your needs. We provide you with the options you need to make your building exactly what you dream of, and execute the job with our personal commitment. With in-house divisions of steel, air conditioning and roofing, lightning protection, renewable energy, sheet metal, and more, you can count on Advanced to design the best solution for your project needs.

Sheet Metal

Advanced Roofing has secured the most advanced sheet metal production equipment in the world and maintains its own in-house sheet metal department. This allows Advanced to fabricate every panel, coping cap, counter flashing, gutters, and any detail metal the job requires.

Advanced Roofing is also ahead of the curve by being one of the few roofing contractors that owns and uses a plasma cutter. This incredibly accurate instrument makes precise cuts, and allows specially fabricated pieces to get on your roof without delay. Additionally, Advanced uses a computerized break to ensure the accuracy of our sheet metal work. The pre-programmed break can accurately shape 5-10 pieces of metal at a time with precision accuracy.

Waterproofing

Waterproofing treats a surface to prevent water from passing under hydrostatic pressure. It is commonly used to protect roofs, as well as floors, walls and basements, pools, planters and fountains.

Advanced Roofing, Inc. offers waterproofing services to fit your roofing needs. Our Waterproofing Division was created to work hand-in-hand with our Roofing and Service divisions. Waterproofing can be an excellent way to protect your business from water intrusion, whether it's from your roof, your walls, or even your floor. Water intrusion can be one of the most costly types of damage; our commercial roofing experience helps us identify your problem, and solve it before the damage starts.



Cranes

Our crane division works hand-in-hand with our roofing and A/C divisions, hoisting A/C units, fans and cooling towers, and delivering materials to high-rise roofs. No matter the building size, we have the right size crane for the job. We have a fleet of 5 23 ½-ton boom trucks, a 35-ton boom truck, a 65-ton hydro, a 75 ton hydro crane and 2 mobile hydraulic tower cranes with tip heights of 330 feet.

Scheduling is crucial in any construction company with our cranes your project flows smoothly. Our crane division has been in service for over 15 years, with 6 full-time operators. We have worked with other crane companies such as General Crane, Precision Crane, Hunter Crane, and Crane Services. We are always taking on new challenges and looking forward to greater heights in the future.

Air Conditioning

Established in 1994, Advanced Air Systems is a subsidiary of Advanced Roofing. As a full-service HVAC contractor, Advanced Air Systems provides excellent service to air conditioning, heating, and ventilation systems on time and on budget.

Advanced Air Systems is dedicated to understanding, servicing and installing all air conditioning system makes and models. Our team of experienced technicians is highly trained and knowledgeable, staying up to date with the evolution of the industry.

With our membership in the Green Mechanical Council, a group dedicated to the education of creating and maintaining environmentally sound residential and commercial mechanical systems, Advanced Air Systems takes pride in our efforts to provide and install environmentally safe, highly efficient systems. In addition, Advanced Air Systems also offers various Indoor Air Quality products such as duct cleaning, high end filtration and ultra violet lighting, all to complement our green initiatives.

Lightning Protection

Each year, thousands of properties are damaged or destroyed by lightning. Lightning accounts for more than a third of a billion dollars in property damage annually in the United States. And Florida experiences the highest incidence of lightning strikes in the U.S. In most years, lightning is responsible for more deaths and property loss than tornadoes, hurricanes and floods combined, but of these violent forces of nature, lightning is the only one that can be affordably protected against. Let us assist you in providing protection for your residents, employees and customers.

Advanced Roofing, Inc.'s fully licensed lightning protection professionals have 3 or more years of design, installation and service experience. Ask us about our no charge survey of your building.

Solar

With the growing trend of "going green," companies have decided to become more environmentally conscious. Join other responsible companies by creating carbon-free renewable energy on your roof. Clients and consumers are becoming more aware of the environmental impact made by companies they purchase from. By utilizing a solar power system on your roof, you are showing your clients the positive impact you are making on the environment. Solar power is the most affordable it has ever been with a 5- to 10-year return on investment.



Daylighting

Daylighting can replace electric light 70-80% of daylight hours - in many cases, for less than \$0.015 per kWh over the life of the building.

It is considerably cooler than electric lighting at the same foot candle levels, so it also reduces the cost to air condition the building as well. This can mean tremendous energy savings in buildings that operate during the day, such as schools, offices, warehouses, factories, and retail stores.

Projects

Advanced Roofing is proud to conduct work in all segments. Our past and current clients cover many commercial market segments in coordination with multiple trades and disciplines to ensure the best solutions for each and every project, including:

Westin Diplomat Resort & Spa – Condominium/Hospitality

The Westin Diplomat Resort and Spa is located on the beach in Hollywood, Florida. This property offers many resources such as luxurious guest rooms, vast corporate meeting spaces and banquet rooms, as well as, many restaurants and specialty shops. Advanced Roofing re-roofed over 170,000 square feet, including the hotel, convention center and retail areas from May 2008-September 2009.



[See more condominium projects](#)



Federal Reserve Bank of Atlanta, Miami Branch – Federal Government

The Federal Reserve Bank of Atlanta is part of the central bank of the United States known as the Fed. The Fed provides cash to banks, savings and loans, and clears millions of checks every day.

[See more government projects](#)

Southeast Turbines – Industrial/Warehouse

Southeast Turbines is a commercial building located next to the Fort Lauderdale Executive Airport. Advanced Roofing installed a GAF Elastomeric TopCoat Roof Restoration System over the 30,000 square feet building. Advanced Roofing also installed new stainless steel commercial grade box gutter and downspouts. There were also several penetrations that had to be eliminated and areas of steel deck replacement.

[See more industrial/warehouse projects](#)



Miramar High School – Educational Institution

Miramar High School was an extensive, long term project that Advanced Roofing completed in 2 separate phases over a period of a year and a half for the School Board of Broward County. Advanced Roofing re-roofed every building on this large campus, which encompassed more than 240,000 square feet and included many different buildings, multiple deck levels, and different types of roof systems. During the time this re-roofing project was taking place, the school was also undergoing interior renovations.

[See more educational institution projects](#)

Locations Served

Advanced Roofing is headquartered in Fort Lauderdale, Florida with branch offices located in Miami, Jupiter, Orlando, Tampa, Jacksonville, and Ft. Myers. Additionally, we can perform work in the following locations:

- Georgia
- Alabama
- Louisiana
- North Carolina
- Virginia
- Western and Eastern Caribbean Islands
- Puerto Rico and US Virgin Islands
- Bahamas
- Roof Connect Affiliated Markets – Entire US

Advanced Roofing is a founding member of RoofConnect.

RoofConnect is a professional national commercial roofing organization. They specialize in emergency roofing repairs, maintenance and re-roofing but also perform specialty projects that require nationwide labor availability in the construction field. RoofConnect has 60 plus members and 100 locations nationwide. Members have over 7,000 employees and approach revenue of 1 billion dollars annually. RoofConnect is founded and administered by the leading commercial roofers in the United States. All members must adhere to a strict code of ethics and pass several requirements to participate. RoofConnect is a leading national roofing services provider for commercial roofing solutions. Roof Connect gives Advanced the capabilities to work with top tier roofing contractors throughout the United States without sacrificing quality.



Office Locations

Miami-Dade	Ft. Lauderdale HQ	W.P.B - Jupiter	Sanford-Orlando
Toll Free: (800) 638-6869 Office: (305) 456-2544 Fax: (305) 661-2032 1703 NW 79th Ave. Doral FL, 33126	Toll Free: (800) 638-6869 Office: (954) 522-6868 Fax: (954) 566-2967 1950 NW 22 nd St. Ft. Lauderdale, FL 33311	Toll Free: (800) 638-6869 Office: (561) 743-6952 1601 Park Lane S., Ste. 100 Jupiter, FL 33458	TollFree: (866) 365-6071 Office: (407) 322-1555 Fax: (407) 322-0010 200 Northstar Ct. Sanford, FL 32771
Tampa - St. Petersburg	Jacksonville	Fort Myers - Naples	Web
Toll Free: (800) 354-9896 Office: (813) 885-5811 Fax: (813) 884-8927 4309 W. Knollwood St. Tampa, FL 33634	Toll Free: (866) 365-6071 Office: (904) 826-3860 11031 N. Main St. Jacksonville, FL 32218	Toll Free: (800) 354-9896 Office: (239) 208-8809 14231 Jetport Rd., Unit 15 Ft. Myers, FL 33913	www.advancedroofing.com

References & Testimonials

"It is obvious that your company motto is hard work and extreme professionalism. Your employees are dedicated and worked as a team to effectively get the job completed on time with all of the proper plans, permits and restrictions."

"[Advanced] quickly recognized design assist services would be required for this Owner/Design Team and stepped in and provided multiple options which ultimately led to the most practical, economical solution for this client."

"[Advanced] is considered one of our valued subcontractors and it is only through the highest standards of professionalism and integrity are they even considered for inclusion on our valued subcontractors list. I would not hesitate to recommend them to any owner or client."

"This was an extremely fast track project and [Advanced] was able to quickly navigate through the very complex permitting process after successfully providing design assist services for the Engineering Design Team, and then quickly secure all building materials from reliable sources in a timely manner for on-time installation and completion."

"The quality control procedures in place with [Advanced] are very professional and as a matter of fact representatives from the Authority Having Jurisdiction commented favorably on this matter for them, giving them a level of comfort we, frankly, did not see with any other subcontractor."

"The added value to this project was the ability of [Advanced] to perform the design assist when it became apparent that the design team for the Owner, our Client, did not possess the skills required to properly provide a workable solution for the Client."

"We consider Advanced Roofing, Inc. to be a valuable member of our subcontractor team and absolutely intend to award them the majority of upcoming work on this type project."

"[Advanced] was selected after the failure of another subcontractor to perform. They stepped in with a reduced schedule and completed the project on time and well below our initial design budget through design assist and value engineering."

"...this level of commitment and team spirit is what makes them one of our valued team of subcontractors."

Our clients are Advanced

Advanced Roofing is proud to maintain a vast network of past clients who are available for references upon request. A list of these references and projects can be viewed on our [Reference Letters](#) page.



Team

In our industry, it's not just how the job's done; it's who the people are, doing it – their skills, their involvement, and their professional demeanor. Hundreds of dedicated individuals make up the team at Advanced Roofing, and not only do they want your respect, they want you to like them. "Nice" is important to us; as is "courteous, efficient, exacting, honest, ethical, flexible, accommodating, logistical, and knowledgeable."



Robert Kornahrens CEO, President

Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979



Clint Sockman Vice President of Renewable Energy

Clint joined Advanced Roofing in 1998 and is responsible for overseeing the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Construction Specifications Institute (CSI).



Michael Kornahrens Executive Vice President

Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University



Kevin Kornahrens

Executive Vice President

Started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the University of Miami. B.S. Degree in Management Information Systems, from Florida State University. B.A. Degree in Marketing, from Florida State University. B.A. Degree in Multinational Business from Florida State University.



Jessica Kornahrens

Senior Project Manager

Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversees multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors.

Education: B.S. Degree in Psychology, from Florida State University. B.S. Degree in Business Management, from Florida State University.



Randy Gibson

Business Development

Randy joined Advanced Roofing in 2015 and is responsible for business development and sales.

Experience: Randy has over 40 years of experience in the roofing industry. Prior to joining Advanced Roofing, Randy held management positions with national roofing contractors, and founded and operated a commercial roofing business for 25 years.

Education: Randy has supplemented his extensive commercial roofing experience with on-the-job training in various fields and systems. Additionally, he has taken numerous continuing education courses related to the roofing and construction industry.

[View our full team of experienced professionals](#)

Safety

In fulfilling our mission, Advanced Roofing Inc., recognizes a commitment to its employees to provide a safe and healthy workplace, an environment free from recognized hazards to the greatest degree possible. Our **Health, Safety and Environmental Programs**, have been created to protect our most valuable resource, our employees. The safety of every employee at Advanced Roofing is the highest priority.

Our objective is to prevent accidents. Therefore, all our activities are conducted according to local, state, and federal safety standards, codes, regulations, and appropriate industry standards.

Our **Health and Safety Plan** is the foundation of our safety program. Each level of management, supervision, and employees are obliged to become familiar with their assigned safety responsibilities, rules, procedures and execution. We will provide the training and resources necessary to achieve our safety goals and management/supervision will be held accountable for the results. A safe workplace is organized, clean, efficient, and uplifting to morale.

We view safety as a learned behavior. We implement the philosophy of **Behavioral Based Safety (BBS)**.

Advanced has more 30/10-hour OSHA trained employees than **anyone else in the state**, and is ranked as one of the **safest roofing contractors** in Florida by Furman Insurance.

Bryan Cardona

Corporate Director, Safety

Experience: With eight years experienced in the areas of occupational safety and health management, Bryan leads all company safety operations. Bryan's goal is for Advanced Roofing to continue being an industry leader, promoting a safety culture and OSHA partnerships and alliances.

Education: Bryan is an OSHA Authorized Construction Trainer. This training permits him to perform the OSHA training for the 10 and 30 hour courses for our field staff.



Maintenance and Warranty

Preventative maintenance on your roof system is something that should be taken into careful consideration. At Advanced Roofing, we make sure your roof is in tip-top shape year-round. To ensure your roof is functioning properly, it is important to perform semi-annual inspections. These measures of preventative maintenance help to fix problems before further damage incurs, stop roof problems before they start, and guarantee that your roof has a longer service life.

Don't wait... be proactive

- Some advantages of Advanced Roofing's Preventative / Proactive Maintenance Program are:
- Proactive maintenance that ensures your warranty remains intact
- Restoration options for qualifying roofs as opposed to replacement
- All types of roofs qualify -- built-up, modified bitumen, single-ply, metal, and tile

A warranty is only as strong as the financial strength of the company that issues it

In addition to the **reputation** and **strength** of our company, your warranty is covered by not just our promise, but by our own captive insurance company, ARI Insurance, Inc.

With assets of over **\$2,600,000**, you will have insurance on your warranty to **cover and pay for any warranty repairs** in the unlikely event they are needed.

Associations & Community Involvement

Advanced Roofing believes strongly in community involvement, that's why we've committed our entire company to this belief. Here is a list of the organizations we participate in and professional organizations we are a member of:

Professional Organizations

- National Roofing Contractors Association (NRCA)
- Sheet Metal & Air Conditioning Contractors National Association (SMACNA)
- Associated General Contractors(AGC)
- Roof Connect
- US Green Building Council
- Citizens for Clean Energy
- Florida Solar Energy Center
- American Society for Testing and Materials(ASTM)
- Building Owners & Managers Association (BOMA)
- National Association of Industrial and Office Properties (NAIOP)
- Roof Consultants Institution (RCI)
- Palm Beach County Hotel & Lodging Association
- Community Association Management Professionals (CAMP)
- The Executive Association of Fort Lauderdale
- WinterFest Board of Directors
- Construction Executive Association
- Broward Workshop
- Center of Environmental Invention in Roofing
- TEC Group
- Florida Roofing & Sheet Metal Association (FRSA)
- Construction Specifications Institute (CSI)
- Roofing Contractors of South Florida (RCASF)
- Executives Association of the Palm Beaches
- West Palm Beach Rotary Club
- Palm Beach Roofing & Sheet Metal Association
- Net W Group
- South Florida Building Officials Association

Community Involvement

- Special Olympics Broward County
- Girl Scouts of Southeast Florida
- Reef Environmental Education Foundation
- Lance Armstrong Foundation
- National Multiple Sclerosis Society
- American Heart Association
- Florida Wildlife Federation
- American Cancer Society
- Huntington's Disease Society of America
- Deliver the Dream Foundation
- Leukemia & Lymphoma Society
- City of Lighthouse Point
- United Way
- South Broward Marine Magnet Programs
- Susan B. Anthony Recovery Center
- Annual Cigna Healthcare Golf Classic
- Habitat for Humanity
- McCormick Tribune Foundation
- Florida Sheriffs Association
- Cardinal Gibbons High School Athletics
- Dan Marino Foundation - Nova Southeastern University
- Links to Literacy
- Winterfest Boat Parade
- Florida Buddhist- Vihara-Disaster Relief Fund
- Military Order of the Purple Heart
- Broward Navy Days
- Riverwalk 100
- First Priority of South Florida
- FAU Athletics
- Jim Moran's Youth Automotive Training Center
- Humane Society of Broward MS 150 Bike Tour
- Frank Stark Celebration Ride
- Boys and Girls Clubs of Broward County
- Pine Crest School
- Cardinal Gibbons
- Boyd Anderson
- Palm Beach, Dade and Broward Schools

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUCTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eaves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that its repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

**AGREEMENT BETWEEN CITY OF KISSIMMEE
and Advanced Roofing, Inc.**

THIS AGREEMENT is made and entered this 1st day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Advanced Roofing, Inc., whose address is 200 Northstar Ct, Sanford, FL 32771 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

WHEREAS, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process CITY has determined that Advanced Roofing, Inc. is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, 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.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY 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

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

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They 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 license and certifications fees, as applicable. If necessary, 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 and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

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 CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B". the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D DOLLARS (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this 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. If this Agreement is

terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
 - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
 - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

10. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate the Agreement in whole or in part, including termination specific to location, by giving the CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from CITY, CONTRACTOR shall only provide those services specifically approved or directed by the CITY. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the CITY shall continue to be responsible to CONTRACTOR for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against 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 CITY or any other person. Nothing in the agreement shall be construed as a waiver of CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from CONTRACTOR performance of the Agreement or any breach or default of 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.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. 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 CITY's expense.
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. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

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

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. 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 agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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 CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

18. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce or interpret this Agreement.

19. **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 future rights to enforce compliance.

20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

As to CONTRACTOR:

Advanced Roofing, Inc.
Attn: Jason Carruth
200 Northstar Ct.
Sanford, FL 32771

As to CITY:

CITY OF KISSIMMEE
Public Works & Engineering Dept.
Attn: Hany George
104 N. Alaska Avenue
Kissimmee, FL 34741

21. **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.

22. **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.

23. **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.

24. **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: VICE President

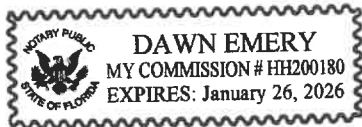
Date: 1/26/2021

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26th day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Jason Carnuth as VP for Advanced Roofing, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Dawn Emery

My Commission Expires: 1-26-26

CITY OF KISSIMMEE

By: [Signature]

Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022

ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

[Signature]
City Attorney

Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 1 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

VENDOR NAME CITY AND STATE	Advanced Roofing Int. Ft. Lauderdale, FL	Atlas Apex Roof LLC Ft. Lauderdale, FL	Baker Roofing Com. Raleigh. N.C.	Porter Roofing Morrison, TN	RJ Group Port Orange, FL	Roof Control Srvs Inc Clermont, FL	Springer-Peterson Roofing & Sheet Metal Eaton Park, FL	RMS Orlando Inc. Orlando, FL
Category 1								
Foreman	\$75/hour	\$58/hour	\$77/hour	\$85/hour	\$135/hour	\$75/hour	\$70/hour	\$94/hour
Installers	\$65/hour	\$52/hour	\$68/hour	\$70/hour	N/A	\$75/hour	\$60/hour	\$84/hour
Helper	\$55/hour	\$42/hour	\$68/hour	\$65/hour	\$115/hour	\$68/hour	\$50/hour	\$70/hour
Materials	15%	10%	15%	15%	15%	25%	15%	20%
Other Labor	15%	22%	20%	10%	N/A	25%	15%	30%
Category 2								
Foreman	\$70/hour	\$58/hour	\$77/hour	\$85/hour	\$135/hour	\$75/hour	\$70/hour	\$94/hour
Installers	\$60/hour	\$52/hour	\$68/hour	\$70/hour	N/A	\$75/hour	\$60/hour	\$84/hour
Helper	\$55/hour	\$42/hour	\$68/hour	\$65/hour	\$115/hour	\$68/hour	\$50/hour	\$70/hour
Materials	15%	10%	15%	15%	15%	25%	15%	30%
Other Labor	15%	22%	20%	10%	N/A	25%	15%	30%

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.org. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 2 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

VENDOR NAME CITY AND STATE	Advanced Roofing Int. Ft. Lauderdale, FL	Atlas Apex Roof LLC Ft. Lauderdale, FL	Baker Roofing Com. Raleigh, N.C.	Porter Roofing Morrison, TN	RJ Group Port Orange, FL	Roof Control Srvs Inc Clermont, FL	Springer-Peterson Roofing & Sheet Metal Eaton Park, FL	RMS Orlando Inc. Orlando, FL
Category 3								
Foreman	\$65/hour	\$58/hour	\$77/hour	\$85/hour	\$135/hour	\$75/hour	\$70/hour	\$94/hour
Installers	\$60/hour	\$52/hour	\$68/hour	\$70/hour	N/A	\$75/hour	\$60/hour	\$84/hour
Helper	\$55/hour	\$42/hour	\$68/hour	\$65/hour	\$115/hour	\$68/hour	\$50/hour	\$70/hour
Materials	15%	10%	15%	15%	15%	25%	15%	30%
Other Labor	15%	22%	20%	10%	N/A	25%	15%	30%

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.org. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

Exhibit B

	CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING WORK ORDER FORM	Work Order #: Purchase Order#:
DATE: 		
Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:		
DESCRIPTION OF ASSIGNMENT:		
FORM OF COMPLETED DELIVERABLES:		
BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.		
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.		
TASK		FEE
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
		\$ -
Contract Dollars:		\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		\$0.00
CONTRACT TOTAL DOLLARS:		\$0.00
Accepted By: _____ (Signature) Title/Position: _____ Requested By: _____ (Signature) City Engineer: _____ City Engineer (Signature) Approved By: _____ Director, PW&E (Signature) City Commission Approval Date: _____		

Exhibit B

	CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING WORK ORDER FORM	Work Order #: Purchase Order#:
DATE: _____		
Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:		
DESCRIPTION OF ASSIGNMENT:		
FORM OF COMPLETED DELIVERABLES:		
BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.		
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.		
TASK		FEE
1)		
2)		
3)		
4)		
5)		
		\$ -
Contract Dollars:		\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		\$0.00
CONTRACT TOTAL DOLLARS:		\$0.00
Accepted By: _____ (Signature) Title/Position: _____ City Engineer: _____ City Engineer (Signature) Approved By: _____ Director, PW&E (Signature) Approved as to Form and Legality: _____ City Attorney (Signature)	Requested By: _____ (Signature) Approved By: _____ City Manager (Signature) Approved By: _____ Mayor (Signature) City Commission Approval Date: _____ (If Required)	

ITEM 7.L

Resolution authorizing the City to submit and accept a 2022 Cultural Facilities Program Grant through the Florida Division of Cultural Affairs for the Berlinsky Community House Rebuild

Request

Approval of a Resolution to submit and accept, if awarded, a 2022 Cultural Facilities Program Grant through the Florida Division of Cultural Affairs for the Berlinsky Community House and allow the City Manager to sign any required documents pertaining to this grant.

Explanation

The attached Resolution authorizes the submittal and acceptance of a 2022 Cultural Facilities Program Grant through the Florida Division of Cultural Affairs for the reconstruction of the Berlinsky Community House. If awarded, this grant will help supplement the overall cost to reconstruct the Berlinsky Community House on the existing footprint at the Kissimmee Lakefront Park. The Berlinsky Community House has been unavailable for public use since 2020 and has been identified as a priority project for the City.

The City has allocated approximately \$3.2 million to this project. However, with the rising cost of general construction and design, additional funding is required. This grant is for \$500,000 and requires a City match of \$1,000,000, which is in account 10450106-506393 project ST2110.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2110	Decrease	2,000,000	

Financial Summary:

Parks and Recreation has the million dollar match in ST2110.

Recommendation

Staff recommends the City Commission approval of a Resolution to submit and accept, if awarded, a 2022 Cultural Facilities Program Grant through the Florida Division of Cultural Affairs for the Berlinsky Community House and allow the City Manager to sign any required documents pertaining to this grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):

1. Resolution Text-Cultural Fac-Kissimmee (attorney approved)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KISSIMMEE AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM REQUESTING \$500,000 FOR ENHANCEMENT TO THE BERLINSKY HOUSE AND FURTHER AUTHORIZING AN AMOUNT OF \$1,000,000 AS THE CITY'S REQUIRED MATCHING FUNDS.

WHEREAS, the City of Kissimmee has the opportunity to apply for funding in the amount of \$500,000 for the cultural enhancement to the Berlinsky House, with the stipulation of 2 to 1 matching funds; and

WHEREAS, funding in the amount of \$1,000,000 necessary for the required match will be available after July 1, 2023 if the grant is awarded.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA THAT: :

SECTION 1. The forgoing recitals are true, correct and incorporated by this reference.

SECTION 2. The City Commission does hereby authorizes the use of \$1,000,000 in eligible expenditures to be available by July 1, 2023, for required matching funds for a grant application to the Florida Division of Cultural Affairs in the quest for funding for the project.

SECTION 3. The City Commission further authorizes the City Manager or designee to execute and subsequent documentation that may be required in furtherance of applying for the grant funding.

SECTION 4. That this resolution shall be effective upon adoption.

DONE AND RESOLVED this ____ day of _____ 2022

ATTEST:

CITY OF KISSIMMEE

City Clerk

Olga Gonzalez, Mayor - Commissioner

Approved as to Form & Legality:

City Attorney

ITEM 7.M

Transfer from Building Fund Reserves for a new position and associated equipment for the Building Division of Development Services

Request

Approval to transfer monies from the Building Fund reserves to the Building Fund salary and benefit accounts for one new position, as well as a transfer for associated equipment.

Explanation

Development Services proposes adding a Permit Coordinator to its operations. Due to the current volume of permit activity, it has been determined that the need for this position is immediate and cannot be deferred until the start of the new fiscal year as originally planned. The Permit Coordinator position would be instrumental in the processing of permits with the new Development Services software. This position would primarily concentrate on sufficiency review and the assignment of reviewers to the permit, as well as a host of other duties.

The position will need equipment to perform their job duties. A break down of the cost is below.

Position	Salary	Benefits
Permit Coordinator	\$12,672	\$6,336

The above amounts represent only a third of the Fiscal Year. The total Fiscal Year cost of salary and benefits is \$57,024 and will be included in the FY 2023 Budget.

The following equipment would be needed for the position:

Equipment	Cost
Desktop computer	\$3,000

The total cost for the new position and equipment is \$22,008 for FY 2022; therefore, \$22,008 will be transferred from the Building Fund reserve account to the Building Fund pay and benefit line items and capital projects line items, as shown below.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
101-40109-509276		Decrease		\$22,008
101-40106-506494		Increase		\$3,000
101-40101-501212		Increase		\$12,672
101-40101-501517		Increase		\$970
101-40101-502323		Increase		\$3,447
101-40101-502222		Increase		\$1,920

Financial Summary:

As summarized above, \$22,008 will be transferred from the Building Fund reserves to payroll and benefits line items as well as the capital line item for associated equipment. Reserves are available to fund these positions during this fiscal year. Ongoing funding for these positions will be included in the proposed operating budget for FY 2023.

Recommendation

Staff recommends Commission approval to transfer monies from the Building Fund reserves to the Building Fund salary and benefit accounts for one new position, as well as a transfer for associated equipment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

None

ITEM 7.N**Shingle Creek at Yates Pioneer Village - Final Plat (DRC# SR-21-0001)****Request**

Approval of the final plat known as Shingle Creek at Yates Pioneer Village.

Explanation

The owners of the property, Kissimmee Leased Housing Associates II, LLLP, and Talisman Partners LLC, are requesting final plat approval without a guarantee, as this was reviewed as a Minor Subdivision in accordance with the Land Development Code.

This property is located north of US 192 (Vine Street) and west of Yates Road. The current unplatted property will be subdivided into three lots for development purposes. The plat also dedicates an additional 15 feet of right-of-way for Yates Road to accommodate proposed roadway improvements.

Recommendation

Staff recommends City Commission approval of the final plat for Shingle Creek at Yates Pioneer Village.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

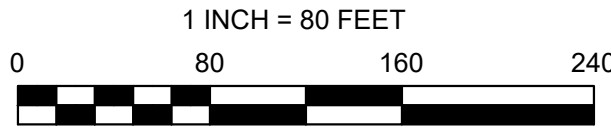
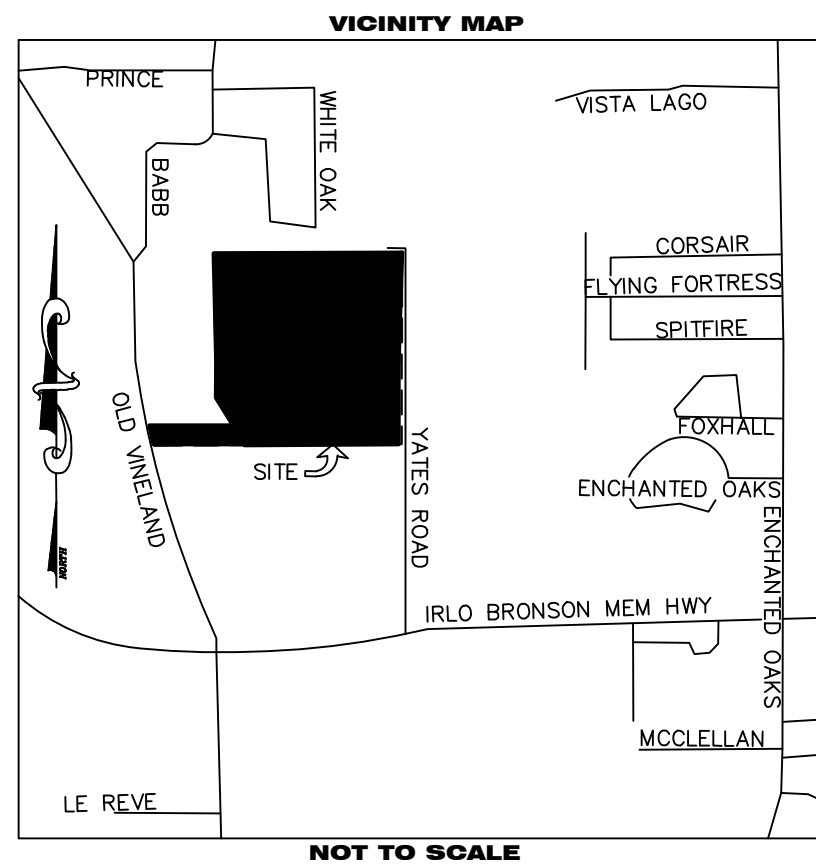
Attachment(s):

1. SR-21-0001 Shingle Creek at Yates Pioneer Village - Final Plat_VM
2. SR-21-0001 Shingle Creek at Yates Pioneer Village-FP_5.6.2022



SHINGLE CREEK AT YATES PIONEER VILLAGE

A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH MOST SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF VINELAND LANDINGS, RECORDED IN PLAT BOOK 28, PAGE 98 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 1 RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 31°51'43" WEST A DISTANCE OF 233.22 FEET; (2) NORTH 00°24'25" EAST A DISTANCE OF 865.33 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13 (3) NORTH 01°08'03" EAST A DISTANCE OF 110.49 FEET TO THE NORTHWEST CORNER OF AFORESAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 RUN NORTH 89°32'39" EAST A DISTANCE OF 776.40 FEET; THENCE RUN NORTH 89°33'27" EAST A DISTANCE OF 512.10 FEET TO THE NORTHWEST CORNER OF YATES ROAD PER DEED BOOK 142, PAGE 500 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID YATES ROAD RUN SOUTH 00°11'01" WEST A DISTANCE OF 1314.88 FEET TO THE SOUTHWEST CORNER OF YATES ROAD PER SAID DEED BOOK 142, PAGE 500; THENCE ALONG THE SOUTH LINE OF AFORESAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 RUN SOUTH 89°36'45" WEST A DISTANCE OF 1089.41 FEET; THENCE RUN NORTH 32°02'39" WEST A DISTANCE OF 6.34 FEET; THENCE RUN NORTH 89°57'46" WEST A DISTANCE OF 641.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD VINELAND ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTH 12°53'40" WEST A DISTANCE OF 134.29 FEET; THENCE ALONG THE SOUTH LINE OF AFORESAID LOT 1 OF THE PLAT OF VINELAND LANDINGS AND THE WESTERLY PROJECTION THEREOF RUN SOUTH 89°59'14" EAST A DISTANCE OF 595.40 FEET RETURNING TO THE POINT OF BEGINNING.

NOTICE

THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OSCEOLA COUNTY.

GENERAL NOTES

1. THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON THE WEST RIGHT-OF-WAY LINE OF YATES ROAD. THE BEARING IS DENOTED AS S 00°11'01" W PER GPS COORDINATE OBSERVATIONS FLORIDA STATE PLANE, EASTERN ZONE NAD83. LATITUDE = N28°18'57.9244" LONGITUDE = W81°27'30.4457" CONVERGENCE ANGLE = N00°13'02.8780"E
2. DISTANCES SHOWN ON PLAT ARE GRID. COMBINED SCALE FACTOR (GRID TO GROUND) = 1.00003780236980
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH NATIONAL ELECTRIC SAFETY CODE AS ADAPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (STATE STATUTE 177.091 (28)).
4. PLAT IS SUBJECT TO THE DEVELOPER SERVICE AGREEMENT WITH THE TOHOPEKALIGA WATER AUTHORITY RECORDED OFFICIAL RECORDS BOOK 6142, PAGE 15 AND OFFICIAL RECORDS BOOK 6142, PAGE 30.
5. THE 15.00' LANDSCAPE EASEMENT, AS SHOWN HEREON, SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1, THEIR SUCCESSORS AND/OR ASSIGNS.
6. THE LANDS SHOWN HEREON ARE SUBJECT TO THAT CERTAIN EMERGENCY ACCESS EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 6089, PAGE 2218 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (AFFECTS, AS SHOWN)
7. LOT 1, AS SHOWN HEREON IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 6089, PAGE 2226 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO.
8. LOT 1, AS SHOWN HEREON IS SUBJECT TO THE DECLARATION OF CONDOMINIUM OF HERON RIDGE, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 6096, PAGE 1578 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO.
9. ALL STORMWATER PONDS AND WATER MANAGEMENT APPURTENANCES SHALL BE OWNED AND MAINTAINED BY THE OWNER(S) OF THE LAND ON WHICH THEY ARE INSTALLED, THEIR SUCCESSORS AND/OR ASSIGNS. NO SHARING OF DRAINAGE FACILITIES BETWEEN LOTS IS PLANNED AT THE TIME OF THIS PLAT RECORDING.

BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.0506
FAX: 479.582.1883
www.blewinc.com
FLORIDA LICENSE NO. LB81173

N/F:
GOLDEN HEARTH INVESTMENT LLC
APN: 13-25-28-0000-0360-0000
ORB 5983, PAGE 2414

N/F:
GOLDEN HEARTH INVESTMENT LLC
APN: 18-25-29-0000-0241-0000
ORB 5983, PAGE 2414

N/F:
CAMERON PRESERVE II LLC
APN: 18-25-29-0000-0210-0000
ORB 5166, PAGE 241

N/F:
CAMERON PRESERVE LLC
APN: 18-25-29-0000-0210-0000
ORB 5165, PAGE 824

SYMBOL LEGEND

SQ. FEET - SQUARE FEET
ORB - OFFICIAL RECORD BOOK
APN - ASSESSOR PARCEL NUMBER
P.S.M. - PROFESSIONAL SURVEY AND MAPPERS
NAD - NORTH AMERICAN DATUM
LB - BUSINESS LICENSE
PG. - PAGE
PROPERTY LINE
FORTY LINE
COMPUTED POINT
N/F - NOW OR FORMERLY
PRM - PERMANENT REFERENCE MONUMENT
SET 4"x4" CONCRETE MONUMENT "LB8173"
PCP - PERMANENT CONTROL POINT
SET 5/8" REBAR W/ CAP "NIX FL 7057"

PLAT BOOK _____ PAGE _____

SHINGLE CREEK AT YATES PIONEER VILLAGE
DEDICATION:
KNOW ALL MEN BY THESE PRESENTS, THAT KISSIMMEE LEASED HOUSING ASSOCIATES II, LLLP, A FLORIDA LIMITED PARTNERSHIP (THE "LOT 1 OWNER"), BEING THE OWNER IN FEE SIMPLE OF LOT 1 OF THE ATTACHED PLAT, ENTITLED "SHINGLE CREEK AT YATES PIONEER VILLAGE", LOCATED IN THE CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND HEREBY DEDICATES NOTHING TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE LOT 1 OWNER, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AFFIXED HERETO ON THE _____ DAY OF _____, 20____.

KISSIMMEE LEASED HOUSING ASSOCIATES II, LLLP, A FLORIDA LIMITED PARTNERSHIP
BY: _____ THE PARTNERSHIP, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS GENERAL PARTNER
SIGNATURE _____ TITLE _____

WITNESS _____ PRINTED NAME _____
WITNESS _____ PRINTED NAME _____

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY _____ OF THE PARTNERSHIP, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS GENERAL PARTNER OF KISSIMMEE LEASED HOUSING ASSOCIATES II, LLLP, A FLORIDA LIMITED PARTNERSHIP, ON BEHALF OF THE PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINTED NAME _____
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____
COMMISSION #: _____

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS, THAT TALISMAN PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "MAJORITY OWNER"), BEING THE OWNER IN FEE SIMPLE OF LOT 2, LOT 3, AND TRACT RW-1 OF THE ATTACHED PLAT, ENTITLED "SHINGLE CREEK AT YATES PIONEER VILLAGE", LOCATED IN THE CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED, AND HEREBY DEDICATES TRACT RW-1 (15.00' WIDE RIGHT-OF-WAY DEDICATION) AS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF KISSIMMEE. NO OTHER LANDS, EXCEPT AS NOTED IN THIS DEDICATION OR OTHERWISE ON THE FACE OF THIS PLAT, IS DEDICATED TO THE CITY OF KISSIMMEE OR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE MAJORITY OWNER, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AFFIXED HERETO ON THE _____ DAY OF _____, 20____.

TALISMAN PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: ROBERT KAPLUS, AS MANAGER

SIGNATURE _____
WITNESS _____ PRINTED NAME _____
WITNESS _____ PRINTED NAME _____

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY ROBERT KAPLUS AS MANAGER OF TALISMAN PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINTED NAME _____
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____
COMMISSION #: _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, in the State of Florida, does hereby certify that on _____, he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by all Osceola County requirements and regulations; the survey was prepared under the responsible direction and supervision of a professional surveyor and that the survey data complies with all requirements of Chapter 177, F.S., that permanent control points have been placed as required by CH. 177 F.S., and that said land is located in Section 13, Township 25 South, Range 2 East, Osceola County, Florida.
By: _____ Date: 10/04/2021

DAVID A. NIX - P.S.M. #7057
BLEW & ASSOCIATES, P.A.
LICENSED BUSINESS # 8173
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703

CERTIFICATE OF APPROVAL BY MUNICIPALITY
THIS IS TO CERTIFY, that on _____ the Florida
Commission of the City of Kissimmee, Florida, approved the foregoing plat.

Mayor _____
Attest _____
City Clerk _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR
THIS IS TO CERTIFY, that on _____ the Florida Professional
Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes Chapter 177.

City Surveyor Signature _____ Date _____

CERTIFICATE OF CLERK
I HEREBY CERTIFY that I have examined the foregoing plat and find that it complies in form with all the requirements of Osceola County land development code and was filed for record on _____ at _____ File No. _____.
Clerk of the Circuit Court in and for Osceola County, Florida
By: _____ D.C.

ITEM 7.O

Award BID2022-005 for fireworks to Zambelli Fireworks of Florida for City of Kissimmee's Monumental July 4th Celebration

Request

Approval to award BID2022-005 to Zambelli Fireworks of Florida in the amount of \$30,000 for the 2022 City of Kissimmee's Monumental July 4th Celebration at Kissimmee Lakefront Park.

Explanation

On March 27, 2022, an invitation to bid for the fireworks show at Lakefront Park was advertised with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 69 vendors with 2 vendors downloading the bid package, while Vendor Link notified 321 vendors and had 7 vendors download the bid package. The submitted bid was opened on April 19, 2022. The only responsive bidders were Zambelli Fireworks of Florida and Exposhow Inc.

The proposals submitted provided all required components requested: cost of the shells, the variety of shells/effects, multiple break shells, number of shells offered, quality of product, proposed barge method to be used, experience and/or qualifications of the contractor, contractors' past safety/claims record, contractors' past performances, outline of cost adjustments submitted and length of show. Both bids came in at the same price and offer an option to have a New Years Eve show if the City decides at a later date.

We ask to award the bid to Zambelli as their bid provides a 4 minute and 30 second longer show as well as larger-sized shells and 257 more shots of shells fired than Exposhow Inc. offered. This will provide a higher quality entertaining experience for the residents and visitors of the City of Kissimmee. Zambelli has also performed this service for the City of Kissimmee in the past and has proven to be reliable. This contract is for one year and is renewable for up to 3 years as long as all parties agree.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-503434		Decrease	\$30,000	

Financial Summary:

The Parks and Recreation Department has adequate funding in its budget for the 4th of July fireworks show (\$30,000) and additional funding for New Years Eve (\$10,000) from the same vendor, should the City decide to have a fireworks show.

Recommendation

City of Kissimmee

Approval to award BID2022-005 to Zambelli Fireworks of Florida in the amount of \$30,000 for the 2022 City of Kissimmee's Monumental July 4th Celebration at Kissimmee Lakefront Park.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Agreement with Zambelli - FINAL 5-12-22

**AGREEMENT FOR FIREWORKS DISPLAY BETWEEN
CITY OF KISSIMMEE AND
ZAMBELLI FIREWORKS MFG. CO.**

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 referred to as “**CITY**” and “**ZAMBELLI FIREWORKS MFG. CO.**” 1060 Holland Drive Suite J Boca Raton, FL 33487, hereinafter referred to as “**VENDOR**” and each represents as follows:

WITNESSETH

WHEREAS, the City hosts a fireworks display annually on the evening of the 4th day of July (hereinafter “Fourth of July”) at Lakefront Park; and

WHEREAS, the City requires a fireworks display vendor to supply and display the fireworks; and

WHEREAS, the City is contemplating hosting an additional fireworks display on the evening of 31st day of December (hereinafter “New Year’s Eve”) at Lakefront Park, but the City of Kissimmee Commission (hereinafter “Commission”) has not yet apportioned funds for an additional New Year’s Eve fireworks display; and

WHEREAS, if Commission approves an additional New Year’s Eve fireworks display and apportions funds for such display, the City will require a fireworks display vendor to supply and display the fireworks; and

WHEREAS, the City advertised a Request for Proposal IFB2022-005 (incorporated herein as Exhibit A) in search of a fireworks display vendor for the Fourth of July and, contingent on apportionment of funds from City Commission, the New Year’s Eve fireworks displays; and

WHEREAS, the Vendor submitted a response to Request for Proposal IFB2022-005 (incorporated herein as Exhibit B); and

WHEREAS, the City selected the Vendor to perform the services outlined in Exhibit A.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The term of this Agreement is from the date of execution of the last party to execute this Agreement until January 2, 2023, with the option to renew for an additional

twelve (12) months, up to (3) three times for a total of thirty-six (36) months. Agreement extensions must be in writing and signed by both Parties.

3. **NON-APPROPRIATION.** All funds for payment by City under this Agreement are subject to the availability of annual appropriations for the Fourth of July and the New Year's Eve fireworks displays by Commission. In the event of non-appropriation of funds by Commission for a fireworks display provided under this Agreement, City will terminate any portion of this Agreement related to the non-appropriated fireworks display, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of any portion this Agreement, Vendor on thirty (30) days prior written notice shall accept cancellation of any non-appropriated fireworks display, but failure to give such notice shall be of no effect and City shall not be obligated under Agreement beyond the date of termination.
4. **VENDOR RESPONSIBILITIES.**
 - A. Supply and display fireworks for the Fourth of July and, contingent on apportionment of funds from City Commission, New Year's Eve pursuant to the specifications in Exhibits A and B. Such display shall be electrically fired from a barge/flotation system.
 - B. Provide own barge/flotation as part of the proposal for the City, upon sixty (60) calendar days notice, that is approximately 1200 sq. ft.
 - C. Provide all necessary staff to load the barges, lighting for transport, and any other necessary equipment for the show.
 - D. Meet all current codes for floating vessels and floating platforms under Chapter 4 of the NFPA 1123 current codes for fireworks displays.
 - E. Submit a Fireworks Permit Application to the City's Fire Department thirty (30) calendar days prior to the date of the display.
 - F. Provide sufficient quantity of certified pyro technicians to deliver, load, set-up, and complete the fireworks display. All technicians must meet all federal and state guidelines, utilize all appropriate safety precautions (protective clothing, eye wear, adequate lighting, etc.) and comply with N.F.P.A. Code 1123.
 - G. Schedule one (1) member of the staff, assigned to work the display, to attend a firing site walk through a minimum of thirty (30) calendar days prior to display date.

- H. Provide to the designated City staff member on the day before the shoot, a printed, detailed, itemized inventory shipping list of all shells shipped for the fireworks display.
- I. Prior to the loading of the shells onto the barge, provide an on-site inventory check of shells with assigned City staff at a set time. All fireworks packages shall be clearly labeled as to size, type, quantity, and country of origin.
- J. Provide a layout of the shells on the floatation devices.
- K. Allow total access of Vendor operations to the City of Kissimmee Fire Department Inspector at all times on the day of display.
- L. Vendor is responsible for loading, unloading (shells and equipment), and placing barges/platforms to location of firing. Upon load-out, all debris, cartons, wrappings, gun racks, and trash developed in providing these contracted services, shall be removed by the Vendor.
- M. Vendor is responsible to provide choreographed music to accompany the fireworks.
- N. Vendor shall comply with all offshore display regulations outlined in Exhibit A.
- O. Vendor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.
- P. Vendor shall take all reasonable precautions for the safety of, and shall 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 Contractor; and
 - 3. Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.
- Q. In any emergency affecting the safety of persons or property, the Contractor shall take reasonable action to prevent threatened damage, injury or loss.
- R. Vendor shall not store shells overnight on City property.

5. CITY RESPONSIBILITIES.

- A. The City shall provide prompt payment pursuant to the rates established in

Exhibit B to Vendor after receipt, review, and approval of Vendor's invoices.

- B. Schedule (1) one law enforcement boat to be available for patrolling the display area and to maintain a safety zone surrounding the floatation device(s).
 - C. Upon sixty (60) calendar days notice, provide a barge/flotation system that is approximately 1200 sq. ft.
 - D. Upon sixty (60) calendar days notice, provide anchors or spud poles.
 - E. Provide a representative of the Parks and Recreation Department to serve as a liaison between the Vendor and the City departments.
 - F. Provide staff to assist with *coordination* of loading and assist with Vendor's crew (as needed) with placement of barges. City staff **may not** assist with the actual loading/unloading of shells. Vendor is responsible overall for making sure barges can be placed in location of firing.
6. **CANCELLATION.** If City decides to cancel any fireworks display under this agreement due to weather or other circumstances outside of the City's control, Vendor shall provide a substitute firework display at a time that is agreed upon by the parties.
7. **INSURANCE.** Vendor shall, at their sole cost and expense, maintain the following insurance coverage naming the City as an additional insured and will provide Certificates of Insurance and waiver of subrogation endorsements to the City a minimum of 30 calendar days prior to commencement of any fireworks display:
- A. **Workers' Compensation:** Vendor will provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability Insurance:** Vendor will provide coverage not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability Insurance:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Comprehensive Boater Liability Insurance:** Vendor will provide coverage for all owned and non-owned boats for limits of not less than \$1,000,000.00.

- E. **Umbrella Insurance:** Vendor will provide an umbrella policy in excess to the coverage in paragraphs 5b and 5c of not less than \$5,000,000.00.
8. **DAMAGE TO PREMISES.** Vendor is responsible for all damage to City property and private property resulting from Vendor's actions.
9. **TERMINATION FOR CAUSE.** The City may terminate this Agreement for cause in the event of any breach by the Vendor of the conditions set forth in this Agreement, including any non-performance of duties, the City's Designated Representative may send a certified letter to the Vendor requesting that the Vendor show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the City within fifteen (15) days of the receipt by the Vendor of said show cause notice, the City may consider the Vendor to be in default, and may immediately terminate this Agreement.
10. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or in part, by giving the Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Vendor shall only provide those services specifically approved or directed by the City of Kissimmee. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Vendor for any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.
11. **INDEMNIFICATION.** To the extent permitted by law, Vendor 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 Vendor agents, employees, 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. Vendor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Vendor performance of the Agreement or any breach or default of Vendor. This provision shall remain in effect even after the termination of the Agreement.
12. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
13. **EXHIBITS.** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
14. **NONDISCRIMINATION.** Vendor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, 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.

15. **NONASSIGNMENT.** Vendor shall not, without prior consent of the City, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at the City's option. Vendor's interest in this Agreement is not assignable by operation of law.
16. **APPLICABLE LAWS.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. The Parties shall comply with all Federal, State, County and local laws, rules, regulations, ordinances, and orders including health and safety rules and regulations and any lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss at all times.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each party waives the right to attorney's fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the 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 future rights to enforce compliance.
19. **NOTICES.** The City designates Steve Lackey, Department Director of the Parks and Recreation Department, to represent the City in all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City: Department of Parks and Recreation City of Kissimmee 101 Church Street Kissimmee, Florida 34741	Notice to Vendor: Zambelli Fireworks Mfg. Co. 1060 Holland Drive, Suite J Boca Raton, FL 33487
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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. **PUBLIC RECORDS.** Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by the City to perform the service.

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

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

- D. Upon notice to Vendor of a request to inspect or copy public records relating to a City's Agreement for services, Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- E. If Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- F. A vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

24. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Upon request Vendor shall provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion for such breach. Vendor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

25. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

26. **ENTIRETY OF AGREEMENT.** This Agreement 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.

Signature page to follow

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

By: [Signature]
ZAMBELLI FIREWORKS MFG. CO.

Date: 5-10-22

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of May, 2022,
by Ernie Simmons as Project manager
for Zambelli Fireworks who is ☒ personally known or ☐ produced the following
identification: _____.

Seal:



Danielle Fredrickson
Commission # GG208046
Expires: August 2, 2022
Bonded thru Aaron Notary

[Signature]
Signature of Notary Public

CITY OF KISSIMMEE, a municipal corporation

By: _____
Olga Gonzalez, Mayor

Date: _____

Attest: _____
Linda Hansell, City Clerk

Date: _____

Approved as to form and legality.

By: _____
City Attorney, Olga Sanchez de Fuentes

Date: _____

EXHIBIT A

* INVITATION TO BID *

- I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2022-005 Fireworks**
- II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the envelope, one (1) original, one (1) copy, and one (1) electronic copy on CD or Flash Drive.
- III. To be considered bids MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00 PM April 19, 2022.

- IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Dept. 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 PM April 19, 2022.
- V. All bids must be according to specifications and conditions, and on the forms provided herein.
- VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they 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 to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.

Brandon Durango
Procurement Manager

General Requirements:

- 1.1 BID PREPARATION:** Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.
- 1.2 SUBMISSION OF BIDS:** All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidders name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.
- 1.3 PRICING:** The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.
- 1.4 DELIVERY:** Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.
- 1.5 DEFAULT:** Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.
- 1.6 LATE BIDS AND WITHDRAWAL OF OFFERS:** No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.
- 1.7 DISCOUNTS:** Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.
- 1.8 BID EVALUATION AND AWARD:** All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.
The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part

with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee. Bidders are cautioned that no communication with any City of Kissimmee employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Manager. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT: The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES: The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS: The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES: Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY: All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS: In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDER'S CERTIFICATION: By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
- B. That the bidder has not divulged or discussed his offer with other bidders.
- C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
- D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 “NO BID” RESPONSE: Vendors electing to not submit bids in response to this solicitation should complete the attached “Notice to Bidders” form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC: The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST: Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Dept. 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City’s website www.kissimmee.gov . Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 **PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 **CLARIFICATION OF REQUIREMENTS:** Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the bid opening date.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 – 27 (contract on pages 17-27). Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 **INDEMNITY:** The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

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

In any emergency affecting the safety of persons or property, the Contractor shall take reasonable action to prevent threatened damage, injury or loss.

2.5 **INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation

for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide coverage for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$5,000,000.00. Provide a waiver of subrogation endorsements for the liability and work comp.

NOTE: Copies of the above mentioned insurance coverage must be submitted to the City by the Contractor a minimum (30) calendar days prior to the display dates.

2.6 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.7 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.8 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.9 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.

In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.10 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.11 SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, specifications or conditions shall be sold, transferred or assigned without the written approval of the City of Kissimmee.

2.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local, state, federal and fireworks industry laws, rules and regulations applicable to both fireworks displays.

2.13 LAWS, ORDINANCES, REGULATIONS: The successful Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances, statutes, rules and regulations applicable to fireworks displays.

2.14 INDEMNIFICATION/HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold harmless the City of Kissimmee and its officers, employees, agents and event volunteers/sponsors from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to be performed by the Contractor under the terms of the agreement. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnify hereunder.

3.0 SPECIFICATIONS:

3.1 PURPOSE: The City of Kissimmee, Florida is actively requesting proposals from outdoor fireworks companies, hereinafter to be referred to as CONTRACTOR, for the commitment to furnish a fireworks display choreographed and synchronized to music for July 4, 2022 (hereinafter "July 4th") and, contingent upon approval from City Commission, December 31, 2022 (hereinafter "New Year's Eve"), with the City's option to extend the contract for three additional years for the July 4th and, contingent upon approval from City Commission, New Year's Eve show only upon mutual consent. **Funds for the New Year's Eve fireworks display have not yet been appropriated by the City Commission. As a result, if City Commission does not appropriate funds for a New Year's Eve fireworks display, CONTRACTOR will not furnish a fireworks display on New Year's Eve nor receive compensation for a New Year's Eve fireworks display.**

3.2 CONTRACTOR'S RESPONSIBILITIES:

- A. Supply and display fireworks for the Fourth of July and, contingent on apportionment of funds from City Commission, New Year's Eve pursuant to the specifications in the RFP and Response to RFP. July 4th shall be electrically fired from a barge/flotation system and New Years shall be a land event.
- B. Provide own barge/flotation as part of the proposal or the City, upon sixty (60) calendar days notice, can provide a barge/flotation system that is approximately 1200 sq. ft.
- C. Provide all necessary staff to load the barges, lighting for transport and any other necessary equipment for the show.
- D. Meet all current codes for floating vessels and floating platforms under Chapter 4 of the NFPA 1123 current codes for fireworks displays.
- E. Submit a Fireworks Permit Application to the City's Fire Department (30) calendar days prior to the date of each display.
- F. Provide sufficient quantity of certified pyro technicians to deliver, load, set-up and complete the fireworks display. All technicians must meet all federal and state guidelines, utilize all appropriate safety precautions (protective clothing, eye wear,

adequate lighting, etc.) and comply with N.F.P.A. Code 1123.

- G. Schedule (1) member of the staff, assigned to work the display, to attend a firing site walk through a minimum (30) calendar days prior to display date.
- H. Provide to the designated City staff member on the day before the shoot, prior to inventory check, a printed, detailed, itemized inventory shipping list of all shells shipped for the fireworks display.
- I. Prior to the loading of the shells onto the barge, provide an on-site inventory check of shells with assigned City staff at a set time. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- J. Provide a layout of the shells on the floatation devices.
- K. Allow total access of Contractor operations to the City of Kissimmee Fire Department Inspector at all times on the day of display.
- L. Contractor is responsible for loading, unloading (shells and equipment) and placing barges/platforms to location of firing. Upon Load-out all debris, cartons, wrappings, gun racks, and trash as developed in providing these contracted services, shall be removed by the Contractor.
- M. Contractor is responsible to provide choreograph music to accompany the fireworks.
- N. OFFSHORE DISPLAY REGULATIONS:**
 - 1. Clear radius of required distance (based on Fire Department's requirements) from shoreline.
 - 2. Two-way compatible radios for City Fire Department, Police Department, Special event coordinator, rescue boats and barge crew.
 - 3. List of personnel (Name, address, phone number, years of experience, qualifications) who will be on barge. Provide list (30) calendar days prior to each display date. Only certified technicians will be permitted on barge.
 - 4. Coast Guard approved life safety flotation devices for all personnel assigned to the barge.
 - 5. All off-shore displays must be electrically fired. Metal mortars are not permitted.
 - 6. Final inspection by the City's Fire Department a minimum (1) hour prior to the scheduled display time.
 - 7. All operations will be suspended once lightning is detected within eight miles of the firing site. Operations will not recommence until lightning/electrical activity has cleared the eight mile radius and there has been no lightning/electrical activity for fifteen minutes.

No Overnight storage of shells are allowed on city property.

3.3 CITY'S RESPONSIBILITIES:

- A. The City shall provide prompt payment pursuant to the rates submitted in the successful bidder's response to this RFP after receipt, review, and approval of Contractor's invoices.
- B. Schedule (1) one law enforcement boat to be available for patrolling the display area and to maintain a safety zone surrounding the floatation device(s).
- C. Upon sixty (30) calendar days notice, provide a barge/flotation system that is approximately 1200 sq. ft.
- D. Upon sixty (30) calendar days notice, provide one boat that can be utilized for purposes of a "rescue boat" or "firing boat".
- E. Upon sixty (30) calendar days notice, provide anchors or spud poles.
- F. Provide a representative of the Parks, Recreation & Public Facilities Department to serve as a liaison between the successful Contractor and the City departments.
- G. Provide staff to assist with *coordination* of loading and assist with Contractor's crew (as needed) with placement of barges. City staff **may not** assist with the actual loading/unloading of shells. Contractor is responsible overall for making sure barges can be placed in location of firing.

3.4 EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

- A. Detailed plan of the proposed fireworks program for the show:
 - 1. Program sections (Opening, Main, and Finale).
 - 2. A subtotal of the number of shells per program section and total for the entire display. Show specs should be based as an unmanned barge "show".
 - 3. Shell sizes to range from three inches to ten inches in diameter (with price listed).
 - 4. Specific duration of each program section.
 - 5. Map layout showing placement of shells on barges for the show.
- B. Detailed set-up plan or agenda relating to load-in, firing, load-out and clean-up. This plan should also include schedule for arrival time, amount of set-up time needed and departure time. The following paperwork must also be submitted with proposal:
 - 1. Sample copy of current Certificate of Insurance. See Paragraph 2.4 for actual Insurance Requirements.
 - 2. Three-year claims history report from current insurance carrier.
 - 3. Reference list of (3) Florida municipalities that have received similar services and have a similar budget. List to include name of municipality, address, and contact person and phone number.
 - 4. Verification of the loss-run report for the past five years.
 - 5. Any record of proposed contractor being banned from working in any community or state.
 - 6. Any record of no show where contractor was scheduled for an event but failed to show.
 - 7. Confirm availability to provide fireworks display for July 4th, 2022 & additional New Years Eve as referenced is 3.1.

3.5 DISPLAY PRICE ADJUSTMENTS:

A. If the City was to encounter various difficulties with contract performance such as, but not limited to:

1. Shells, which are not used because of damage, defective firing or other causes.
2. Start of show significantly delayed by Contractor (10 minutes or more) or a time break in the show (dead air time).

Bidder is to outline in his/her proposal what cost adjustments would be made to the contracted price of the show to reflect the above circumstances. Please be specific as to how adjustments(s) would be computed. If Contractor desires, contractor may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The City shall still require an adjustment for damaged or unshot shells, even if there was a weather delay.

B. In the event the show is completely canceled due to weather conditions, (as determined by City personnel) the City reserves the right to reschedule or completely cancel the display. Contractor is to outline in Contractor's proposal what price, if any, contractor may charge if show is completely cancelled due to weather conditions.

3.6 EVALUATION AND AWARD:

The City of Kissimmee Parks & Recreation Department along with the Kissimmee Fire Department will evaluate all proposals submitted based on the information contained in each proposal. The City of Kissimmee reserves the right to reject any and all proposals that do not meet the scope of work, and/or accept the proposal which is in the best interest of the City.

Each proposal will be evaluated based on, not in any particular order:

- costs of the shells,
- the variety of shells/effects,
- multiple break shells,
- the total number of shells offered,
- quality of product,
- proposed barge method to be used/provided,
- experience and/or qualifications of the contractor,
- contractors past safety/claims record,
- contractors past performances
- Outline of cost adjustments submitted based on 3.5
- Length of the show

NOTE: Consideration for award will be based on the results of the above evaluation as well as the creativity of each proposal's program.

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2022-005

Page 1 of 3

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Fireworks July 4th 2022	\$ _____
2	Fireworks New Years Eve 2022 (New Years Eve – Alternate)	\$ _____

*** Provide breakdown of show on the following sheets**

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.

(initial)

_____ We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME _____

COMPANY ADDRESS _____

NOTE:

OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____

(signature)

DATE: _____

EMAIL: _____

(typed name/title of signer)

TELEPHONE NO.: (____) _____

FAX NO.: (____) _____

JULY 4th SAMPLE SHOW:

Please provide a sample show below. Please attach a price sheet with other shell options and prices. Budget Range for the 4th of July show including all applicable barge costs, crane rental, music production and any other miscellaneous equipment needed is between \$25,000 - \$30,000:

OPENING	Length (in seconds): _____		
# of shells	Type of Shell	Cost per shell	Total Costs
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MAIN BODY	Length (in minutes): _____		
# of shells	Type of Shell	Cost per shell	Total Costs
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FINALE	Length (in seconds): _____		
# of shells	Type of Shell	Cost per shell	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACH ADDITIONAL PRICE OR ADDITIONAL PAGES IF NECESSARY

NEW YEARS EVE SAMPLE SHOW:

Please provide a sample show below. Please attach a price sheet with other shell options and prices. Budget Range for the New Years Eve show which will be a land event, including all applicable music production and any other miscellaneous equipment needed is between \$5,000-\$10,000.

OPENING	Length (in seconds): _____		
# of shells	Type of Shell	Cost per shell	Total Costs
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MAIN BODY	Length (in minutes): _____		
# of shells	Type of Shell	Cost per shell	Total Costs
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FINALE	Length (in seconds): _____		
# of shells	Type of Shell	Cost per shell	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACH ADDITIONAL PRICE OR ADDITIONAL PAGES IF NECESSARY

NOTICE

IFB2022-005

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

- _____ Cannot supply at this time
- _____ Suitable, but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required minimum
- _____ Opening date does not allow sufficient time to complete
- _____ Equivalent not presently available
- _____ Other reasons or

remarks: _____

Signature

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20 __, personally appeared

(print name) _____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20 __, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) ____ personally known or
____ produced identification. Type of identification produced _____

VENDOR AGREEMENT BETWEEN

EXHIBIT B

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2022-005

Page 1 of 3

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Fireworks July 4 th 2022	\$ 30,000.00
2	Fireworks New Years Eve 2022	\$ 10,000.00

*** Provide breakdown of show on the following sheets**

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)


(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

ES We do not take exception to Specifications.

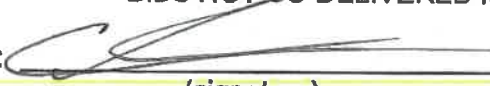
(initial)

 We take exception to Specifications as follows:

(initial)

COMPANY NAME Zambelli Fireworks Mfg. Co. (attach additional sheets, if necessary)
COMPANY ADDRESS 1060 Holland Drive, Suite J
Boca Raton, FL 33487

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME
SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY:  DATE: 04/12/2022
(signature)
Ernie Simmons / Project Manager EMAIL: epsimms@aol.com
(typed name/title of signer)

TELEPHONE NO.: (863) 287-9168 FAX NO.: (561) 395-1799

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

City of Kissimmee, FL

Bid Number IFB2022-005 Fireworks



Fireworks proposal prepared by Zambelli Fireworks

Ernie Simmons

Project Manger

(863) 287-9168

epsimms@aol.com



April 12, 2022

Debbie Luke
Purchasing Coordinator
City of Kissimmee, FL

To all interested parties,

Enclosed, please find, the Zambelli Fireworks proposal for the City of Kissimmee, FL July 4, 2022 & December 31, 2022 Fireworks Displays (IFB2022-005). This proposal package fully illustrates the qualifications and capabilities needed to exceed the expectations put forth in the IFB. Zambelli Fireworks confirms availability for both dates outlined in this IFB.

The event budget will cover all transportation, permits, barge / flotation system, product set up, firing of the display by qualified Zambelli technicians, equipment, as well as a \$10 Million dollar per project insurance policy to cover the use of fireworks during the event.

Zambelli is very grateful for our ongoing relationship with the City of Kissimmee and we hope to continue bringing quality entertainment to you and the community in the future.

Thank you for your consideration.

Respectfully Submitted,

Ernie Simmons
Project Manager
(863) 287-9168 Cell
epsimms@aol.com
Zambelli Fireworks Mfg. Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
(561) 395-0955 Office
(561) 395-1799 Fax

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

120 Marshall Drive
Warrendale, PA 15086
1-800-245-0397

Walkersville, MD
Denver, CO

Cincinnati, OH

CITY OF
KISSIMMEE
1 8 8 3

March 28, 2022

Addendum No. 1

Project: Fireworks
Bid No: IFB2022-005

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with

<https://www.demandstar.com/registration>. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

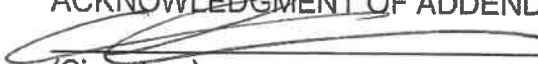
It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)


(Signature)

COMPANY NAME Zambelli Fireworks Mfg. Co.
COMPANY ADDRESS 1060 Holland Drive, Suite J Boca Raton, FL 33487
BY: _____ DATE: 04/12/2022

(signature)
Ernie Simmons / Project Manager EMAIL: epsimms@aol.com
(typed name/title of signer)

JULY 4th SAMPLE SHOW:

Please provide a sample show below. Please attach a price sheet with other shell options and prices. Budget Range for the 4th of July show including all applicable barge costs, crane rental, music production and any other miscellaneous equipment needed is between \$25,000 - \$30,000:

OPENING

# of shells	Length (in seconds): <u>30</u>		
	Type of Shell	Cost per shell	Total Costs
<u>20</u>	<u>3" Finale Shells</u>	<u>\$4.90</u>	<u>\$98.00</u>
<u>12</u>	<u>4" Finale Shells</u>	<u>\$8.50</u>	<u>\$102.00</u>
<u>10</u>	<u>5" Finale Shells</u>	<u>\$14.00</u>	<u>\$140.00</u>
<u>4</u>	<u>6" Finale Shells</u>	<u>\$25.00</u>	<u>\$100.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

MAIN BODY

# of shells	Length (in minutes): <u>24</u>		
	Type of Shell	Cost per shell	Total Costs
<u>100</u>	<u>3" Color & Pattern Shells</u>	<u>\$4.90</u>	<u>\$490.00</u>
<u>120</u>	<u>4" Color & Pattern Shells</u>	<u>\$8.50</u>	<u>\$1,020.00</u>
<u>90</u>	<u>5" Color & Pattern Shells</u>	<u>\$14.00</u>	<u>\$1,260.00</u>
<u>90</u>	<u>6" Color & Pattern Shells</u>	<u>\$25.00</u>	<u>\$2,250.00</u>
<u>3</u>	<u>8" Color & Pattern Shells</u>	<u>\$170.00</u>	<u>\$510.00</u>
<u>600</u>	<u>1.5" Multishot Shells</u>	<u>\$0.75</u>	<u>\$450.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

FINALE

# of shells	Length (in seconds): <u>60</u>		
	Type of Shell	Cost per shell	Total Cost
<u>30</u>	<u>3" Finale Salute Shells</u>	<u>\$5.00</u>	<u>\$150.00</u>
<u>220</u>	<u>3" Color Finale Shells</u>	<u>\$4.90</u>	<u>\$1,078.00</u>
<u>18</u>	<u>4" Color Finale Shells</u>	<u>\$8.50</u>	<u>\$153.00</u>
<u>20</u>	<u>5" Color Finale Shells</u>	<u>\$14.00</u>	<u>\$280.00</u>
<u>20</u>	<u>6" Color Finale Shells</u>	<u>\$25.00</u>	<u>\$500.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTACH ADDITIONAL PRICE OR ADDITIONAL PAGES IF NECESSARY



City of Kissimmee
Cost Proposal Breakdown
July 4, 2022

Product	\$8,581.00
Labor	\$5,000.00
Trucking and Freight	\$3,000.00
Music and Choreography	\$1,000.00
Equipment and Supplies	\$2,000.00
Insurance	\$4,500.00
Barge and Push Boat	\$4,000.00
Subtotal	\$28,081.00
Overhead and Profit	\$1,919.00
Total	\$30,000.00

The amount of product in this show requires a total barge deck space of 1476 square feet to comply with NFPA 1123.

This price is based upon the City furnished barge of 1200 square feet being available. Zambelli Fireworks will provide a barge or barges with a total of 276 square feet of deck space to meet the total of 1476 square feet required to be in compliance with NFPA 1126.

NEW YEARS EVE SAMPLE SHOW:

Please provide a sample show below. Please attach a price sheet with other shell options and prices. Budget Range for the New Years Eve show which will be a land event, including all applicable music production and any other miscellaneous equipment needed is between \$5,000-\$10,000.

OPENING		Length (in seconds): <u>5</u>		
# of shells	Type of Shell	Cost per shell	Total Costs	
20	3" Finale Shells	\$4.90	\$98.00	

MAIN BODY		Length (In minutes): <u>9</u>		
# of shells	Type of Shell	Cost per shell	Total Costs	
100	3" Color & Pattern Shells	\$4.90	\$490.00	
36	4" Color & Pattern Shells	\$8.50	\$306.00	
36	5" Color & Pattern Shells	\$14.00	\$504.00	
27	6" Color & Pattern Shells	\$25.00	\$675.00	

FINALE		Length (in seconds): <u>45</u>		
# of shells	Type of Shell	Cost per shell	Total Cost	
30	3" Finale Salute Shells	\$5.00	\$150.00	
160	3" Color Finale Shells	\$4.90	\$784.00	

ATTACH ADDITIONAL PRICE OR ADDITIONAL PAGES IF NECESSARY



City of Kissimmee
Cost Proposal Breakdown
December 31, 2022

Product	\$3,307.00
Labor	\$1,800.00
Trucking and Freight	\$1,200.00
Music and Choreography	\$800.00
Equipment and Supplies	\$600.00
Insurance	\$1,500.00
Barge and Push Boat	\$4,000.00
Subtotal	\$9,207.00
Overhead and Profit	\$783.00
Total	\$10,000.00

Kissimmee

3.4 Paragraph B

Schedule

Zambelli Fireworks will arrive onsite at 8:00am on July 3 to place Zambelli barge in water and to set the equipment.

We will arrive at 7:00am on July 4 to load the product into the mortars and make electrical connections.

All unfired product will be removed from the site the night of July 4.

We will have equipment removed from site and cleanup complete by 12:00pm on July 5.

3.4 #7

Zambelli Fireworks is available to provide all services for these displays on both July 4, 2022 and December 31, 2022.

3.5 Display Price Adjustments

1. Any shells not fired in a quantity of more than 2% of total shell count will be credited to the City at the amount provided in the proposal breakdown.
2. If the start of the show is significantly delayed by Contractor (10+ minutes) or dead air time during show, City shall receive a 5% refund.

B. Cancellation Schedule

- a. If the show is cancelled before June 20, we will charge for the music and choreography only.
- b. If the show is cancelled or postponed from June 25 – July 2, there will be a 30% charge.
- c. If the show is cancelled or postponed after we arrive on site on July 3, there will be a 50% charge.

IDENTICAL TIE BIDS

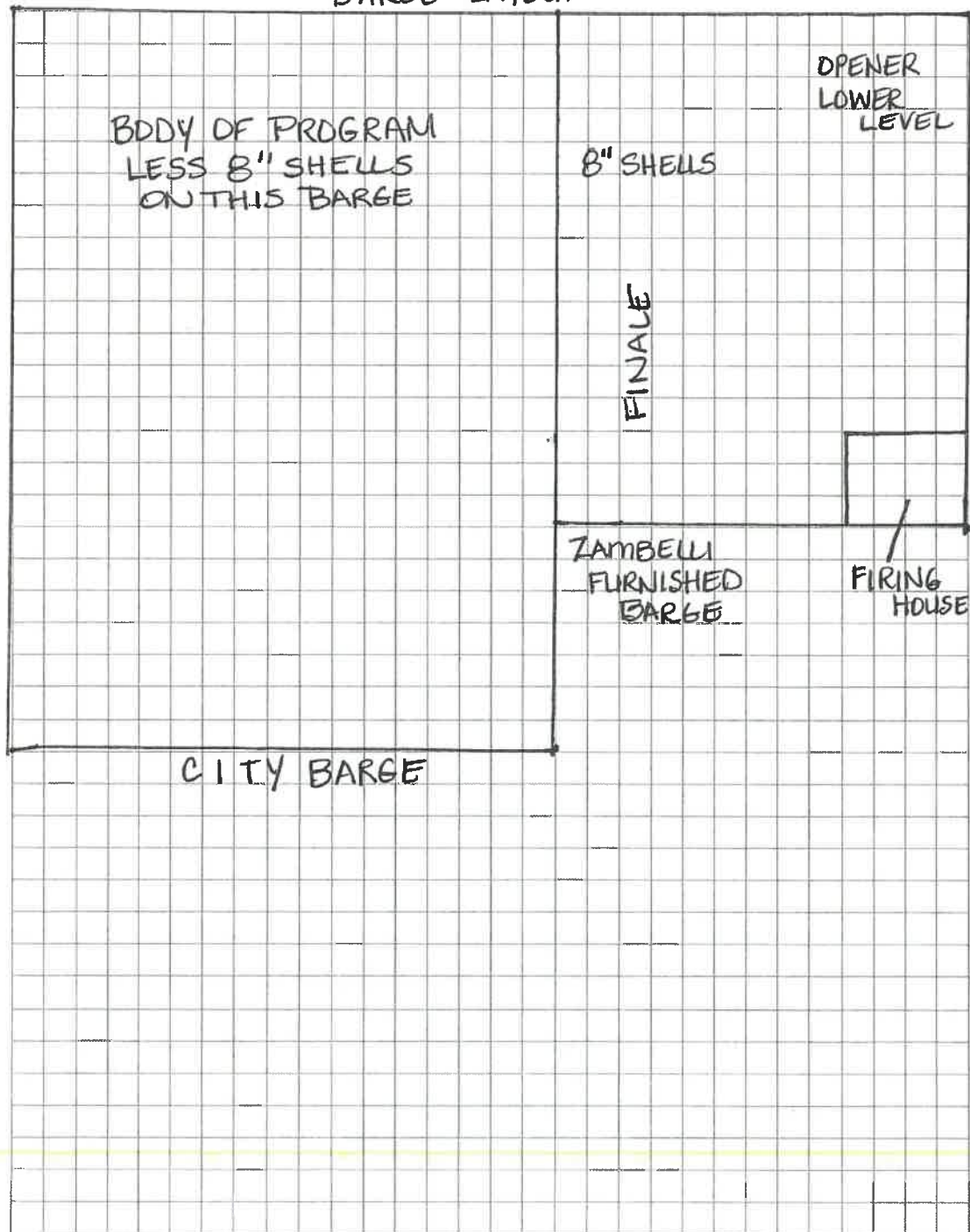
Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature Ernie Simmons

BARGE LAYOUT



1 Block = 1/4 "

 Math-Aids.Com



City of Kissimmee
Bid Number IFB2022-005
References

City of Edgewater
Samantha Bergeron, Parks and Recreation Director
104 Riverside Drive
Edgewater, FL 32132
(386) 410-3578
sbergeron@cityofedgewater.org

Village of Royal Palm Beach
Lou Recchio, Parks and Recreation Director
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
(561) 790-5124
lrecchio@royalpalmbeach.com

City of Pompano Beach
Kate Belcher, Recreation Supervisor
1801 NE 6th Street
Pompano Beach, FL 33060
(954) 786-4575
Kate.belcher@copbfl.com

not receive the renewal notice, you must still pay the business tax on time.
Late fee & penalties will not be waived if you do not receive the notice.

RENEWAL of Business Tax may be in person, by drop-box @ 200 NW 2 Avenue during normal business hours, by mail or

LOCAL BUSINESS TAX RECEIPT # 22 00068939

ZAMBELLI FIREWORKS MFG. CO.
ZAMBELLI, DANABETH
1060 HOLLAND DR J

ZAMBELLI FIREWORKS MFG. CO.
1060 HOLLAND DR J
BOCA RATON FL 33487

CITY OF BOCA RATON BUSINESS TAX AUTHORITY

**BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/22**

THIS IS NOT A BILL
Any changes in name,
address, suite, ownership, ect.
will require a new application
within 15 days to avoid
penalty or the license is null
and void.

Business Tax fee:	105.00
Penalty fee:	.00
Late fee:	.00
Additional fee:	.00
Transfer fee:	.00
Total paid:	105.00

Has paid the business tax at the above address for the period
beginning the 1st day of October and ending the 30th day of
September to engage in the business, profession or occupation of:

Classification: DISTRIBUTOR

Comments: PROFESSIONAL FIREWORK DISPLAYS



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2284

****LOCATED AT****

1060 HOLLAND DR, STE #J
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	ZAMBELLI FIREWORKS MANUFACTURING CO		B21.571727 - 08/03/21	\$33.00	B40122172

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200804822
EXPIRES: SEPTEMBER 30, 2022**



6-1794

ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS MANUFACTURING CO
1060 HOLLAND DR STE J
BOCA RATON FL 33487-2758



This receipt grants the privilege of engaging in or
managing any business profession or occupation
within its jurisdiction and **MUST** be conspicuously
displayed at the place of business and in such a
manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2022

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

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

PRODUCER
The Graham Company.
The Graham Building
1 Penn Square West
Philadelphia PA 19102-

CONTACT NAME: Dina Daniele
PHONE (A/C No. Ext): 215-567-6300 FAX (A/C No): 215-525-0236
E-MAIL ADDRESS: DANIELE_UNIT@grahamco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Argonaut Insurance Company 19801

INSURER B : PinnaclePoint Insurance Company 15137

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Zambelli Fireworks Manufacturing Co.
120 Marshall Drive
Warrendale, PA 15086

ZAMB3FIR-01

COVERAGES

CERTIFICATE NUMBER: 1587792773

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC928838697544	2/1/2022	2/1/2023	X PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WCP7001893	2/1/2022	2/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Display Date:

Rain Date:

Location:

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

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

AUTHORIZED REPRESENTATIVE

Kenneth J. Ewell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2022

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1376 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No., Ext): 216-658-7100 FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Zambelli Fireworks Mfg. Co. 120 Marshall Dr. Warrendale PA 15086		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : JAMES RIVER INS CO		12203
		INSURER B : Everest Denali Insurance Company		18044
		INSURER C : Axis Surplus Lines Insurance Co.		28620
		INSURER D : Arch Speciality Ins Co		21199
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 286118364

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	00127061-0	2/1/2022	2/1/2023 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 60,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	818CA00277-221	2/1/2022	2/1/2023 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000791202-01	2/1/2022	2/1/2023 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2	Y	Y	UXP1048057-00	2/1/2022	2/1/2023 Each Occ Aggregate \$5,000,000 Total Combined Excess \$8,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

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

AUTHORIZED REPRESENTATIVE

Client Name	: T.H.E. Insurance Company
Report Name	: Carrier Loss Run
As of Date	: 04-13-2022



sedgwick.

T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
Policy Number-Carrier Name, Insured Name CPP010316704-T.H.E. INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL							
Carrier Policy Period 20170201 (02/01/2017 TO 02/01/2018)							
178207-61PD-2	12/31/2017	MISCELLANEOUS BI/PD	JOHNSON, MICHAEL	0.00	0.00	136.30	136.30
Closed	01/01/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
06/13/2018	01/01/2018	FL	0.00	0.00	0.00	136.30	136.30
178207-61PD-1	12/31/2017	MISCELLANEOUS BI/PD	VAR BW LLC	0.00	0.00	114.00	114.00
Closed	01/01/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
06/13/2018	01/01/2018	FL	0.00	0.00	0.00	114.00	114.00
177782-11PD-1	11/26/2017	Not Provided/NOC/Insufficient Data	BLOCKADE RUNNER BEACH RESORT	0.00	0.00	0.00	0.00
Closed	12/07/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
09/19/2018	12/07/2017	NC	0.00	0.00	0.00	0.00	0.00
176683-61PD-1	10/07/2017	MISCELLANEOUS BI/PD	MCMAHON, BRIAN	499.70	0.00	145.00	644.70
Closed	10/12/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
10/24/2017	10/12/2017	PA	499.70	499.70	0.00	145.00	644.70
175763-61CL-1	07/14/2017	Not Provided/NOC/Insufficient Data	RYDER TRUCK RENTAL	0.00	0.00	0.00	0.00
Closed	07/18/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
11/10/2017	07/18/2017	MD	0.00	0.00	0.00	0.00	0.00
175536-11PD-2	07/05/2017	Not Provided/NOC/Insufficient Data	PELTIER, PETER	5,895.47	0.00	0.00	5,895.47
Closed	07/06/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
02/05/2018	07/06/2017	MD	0.00	5,895.47	0.00	0.00	5,895.47
175536-11PD-3	07/05/2017	Not Provided/NOC/Insufficient Data	XPO LOGISTICS FREIGHT INC	0.00	0.00	0.00	0.00
Closed	07/06/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
02/05/2018	07/06/2017	MD	0.00	0.00	0.00	0.00	0.00

Confidential Information. Any accessing, acquisition, review, retransmission, dissemination or other use of, or taking of any action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited.



T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
175536-11BI-5	07/05/2017	Not Provided/NOC/Insufficient Data	HOLMAN, EMMETT	1,467.68	0.00	0.00	1,467.68
Closed	07/06/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
01/03/2019	07/06/2017	MD	0.00	1,467.68	0.00	0.00	1,467.68
175536-61CL-1	07/05/2017	Rear-Ended Ov	BUDGET RENTAL	32,603.33	0.00	1,754.20	34,357.53
Closed	07/06/2017	Dented	TRUCK	0.00	0.00	0.00	0.00
04/06/2020	07/06/2017	MD	0.00	32,603.33	0.00	1,754.20	34,357.53
175536-12BI-2	07/05/2017	Not Provided/NOC/Insufficient Data	PELTIER, PETER	20,000.00	0.00	2,079.60	22,079.60
Closed	07/06/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
12/19/2017	07/06/2017	MD	0.00	20,000.00	0.00	2,079.60	22,079.60
175536-11PD-4	07/05/2017	Not Provided/NOC/Insufficient Data	BM BOWMAN	0.00	0.00	0.00	0.00
Closed	07/06/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
09/01/2017	07/06/2017	MD	0.00	0.00	0.00	0.00	0.00
175554-11PD-1	07/05/2017	Not Provided/NOC/Insufficient Data	TIGER FUEL COMPANY	1,550.00	0.00	0.00	1,550.00
Closed	07/07/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
09/27/2017	07/07/2017	VA	0.00	1,550.00	0.00	0.00	1,550.00
177324-61PD-1	07/04/2017	MISCELLANEOUS BI/PD	JOHNSON, MICHAEL	775.75	0.00	203.60	979.35
Closed	11/15/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
08/10/2018	11/15/2017	FL	775.75	775.75	0.00	203.60	979.35
175645-11PD-1	07/03/2017	Not Provided/NOC/Insufficient Data	ASH, MARGARET	799.00	0.00	0.00	799.00
Closed	07/13/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
04/19/2018	07/13/2017	NC	799.60	799.00	0.00	0.00	799.00
176150-61PD-1	07/01/2017	MISCELLANEOUS BI/PD	JONES, CAROLYN	0.00	0.00	0.00	0.00
Closed	08/16/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
11/30/2017	08/16/2017	NC	0.00	0.00	0.00	0.00	0.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
175870-61BI-1 Incident	06/24/2017	MISCELLANEOUS B/MPD	MOPAR	0.00	0.00	0.00	0.00
	06/26/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
	06/26/2017	MI	0.00	0.00	0.00	0.00	0.00
174842-61CL-1 Closed	04/26/2017	Blocked Vision	RYDER TRUCK RENTAL	0.00	0.00	0.00	0.00
03/10/2020	05/08/2017	Dented		0.00	0.00	0.00	0.00
	05/08/2017	KY	0.00	0.00	0.00	0.00	0.00
174218-11PD-1 Closed	02/01/2017	Not Provided/NOC/Insufficient Data	KOORSE, ED	0.00	0.00	0.00	0.00
03/14/2017	02/08/2017	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
	02/06/2017	NY	0.00	0.00	0.00	0.00	0.00
20170201 (02/01/2017 TO 02/01/2018) Totals					COUNT:	18	
				63,590.93	0.00	4,432.70	68,023.63
				0.00	0.00	0.00	0.00
			2,075.05	63,590.93	0.00	4,432.70	68,023.63
CPP010316704-T.H.E. INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals					COUNT:	18	
				63,590.93	0.00	4,432.70	68,023.63
				0.00	0.00	0.00	0.00
			2,075.05	63,590.93	0.00	4,432.70	68,023.63

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T.H.E. INSURANCE COMPANY

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Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022									
File Num	Date of Loss	Cause Cd Desc	Clnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid		
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves		
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc		
Policy Number-Carrier Name, Insured Name CPP010316705-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL									
Carrier Policy Period 20180201 (02/01/2018 TO 02/01/2019)									
180913-61PD-1	11/03/2018	MISCELLANEOUS BI/PD	WILSON, EDDIE	0.00	0.00	0.00	0.00	0.00	0.00
Closed	11/07/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00	0.00	0.00
07/30/2019	11/07/2018	GA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180370-61PD-1	08/11/2018	MISCELLANEOUS BI/PD	KLEINSCHMIDT, HAYDEN	0.00	0.00	140.00	140.00	140.00	140.00
Closed	09/10/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00	0.00	0.00
11/06/2018	09/10/2018	PA	0.00	0.00	0.00	140.00	140.00	140.00	140.00
179711-41CL-1	07/09/2018	Damaged Vehicle	BUDGET TRUCK RENTAL	7,921.16	0.00	0.00	7,921.16	7,921.16	7,921.16
Closed	07/09/2018	Dented		0.00	0.00	0.00	0.00	0.00	0.00
03/29/2020	07/09/2018	VA	0.00	7,921.16	0.00	0.00	7,921.16	7,921.16	7,921.16
179832-11PD-2	07/05/2018	Not Provided/NOC/Insufficient Data	LILLEY, LAURIE J	1,137.39	0.00	0.00	1,137.39	1,137.39	1,137.39
Closed	07/18/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00	0.00	0.00
01/15/2019	07/18/2018	CT	0.00	1,137.39	0.00	0.00	1,137.39	1,137.39	1,137.39
179832-41CL-1	07/05/2018	Not Provided/NOC/Insufficient Data	RYDER TRUCK RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
Closed	07/18/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00	0.00	0.00
01/09/2019	07/18/2018	CT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
181256-41CL-1	07/05/2018	Damaged Vehicle	RYDER TRUCK RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
Closed	12/13/2018	Dented		0.00	0.00	0.00	0.00	0.00	0.00
04/22/2020	12/13/2018	FL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
179661-12PD-1	07/04/2018	Fire And/Or Explosion	TAHOE KEYS MARINA & YACHTCLUB	15,565.00	0.00	4,663.00	20,228.00	20,228.00	20,228.00
Closed	07/05/2018	Repairs		0.00	0.00	0.00	0.00	0.00	0.00
03/15/2021	07/05/2018	CA	0.00	15,565.00	0.00	4,663.00	20,228.00	20,228.00	20,228.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filler Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	WC Clm Type	Tot Recov	Pd Ind	Ful Res Ind	Inc Ind	Ful Res Med	Inc Med	Fut Res Exp	Inc Exp	Tot Paid
179661-61PD-1	07/04/2018	Fire And/OR Explosion	TAHOE KEYS MARINA & YACHTCLUB										
Closed	07/05/2018	Repairs											
02/03/2021	07/05/2018	CA			2,000.00			56,169.68				5,750.80	61,920.48
179714-61PD-2	07/04/2018	MISCELLANEOUS BI/PI	SABO, EDWARD										
Closed	07/09/2018	Not Provided/NOC/Insufficient Data											
08/16/2018	07/09/2018	SC			0.00			570.00				333.84	903.84
179714-61PD-1	07/04/2018	MISCELLANEOUS BI/PI	COX, ERIC										
Closed	07/09/2018	Not Provided/NOC/Insufficient Data											
08/17/2018	07/09/2018	SC			1,060.00			510.00				266.84	776.84
179913-61PD-1	07/04/2018	MISCELLANEOUS BI/PI	GOWLER, ALAN										
Closed	07/27/2018	Not Provided/NOC/Insufficient Data						1,856.28				135.00	1,991.28
10/10/2018	07/27/2018	NC			1,856.28			1,856.28				135.00	1,991.28
180755-61PD-2	07/04/2018	MISCELLANEOUS BI/PI	WILLIAMS, TRACY										
Closed	10/16/2018	Not Provided/NOC/Insufficient Data											
11/09/2018	10/16/2018	NC			0.00			0.00				0.00	0.00
180755-61PD-1	07/04/2018	MISCELLANEOUS BI/PI	DARBY, KEVIN										
Closed	10/16/2018	Not Provided/NOC/Insufficient Data						2,725.45				135.00	2,860.45
01/30/2019	10/16/2018	NC			2,000.00			2,725.45				135.00	2,860.45
179547-41CL-1	06/23/2018	Not Provided/NOC/Insufficient Data	BUDGET RENTAL TRUCK					0.00				0.00	0.00
Closed	06/27/2018	Not Provided/NOC/Insufficient Data						0.00				0.00	0.00
03/19/2019	06/27/2018	MI			0.00			0.00				0.00	0.00

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T.H.E. INSURANCE COMPANY
Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
179950-61BI-1	06/10/2018	MISCELLANEOUS BI/PD	DYER, RICHARD	3,500.00	0.00	0.00	3,500.00
Closed	07/30/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
05/23/2019	07/30/2018	V/A	2,000.00	3,500.00	0.00	0.00	3,500.00
179193-61PD-1	05/27/2018	MISCELLANEOUS BI/PD	GARLITZ, FRED	383.04	0.00	146.08	529.12
Closed	05/29/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
06/12/2018	05/29/2018	PA	383.04	383.04	0.00	146.08	529.12
181081-61BI-1	04/11/2018	MISCELLANEOUS BI/PD	SOLOMON, MARK	0.00	0.00	0.00	0.00
Closed	11/27/2018	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
07/18/2019	11/27/2018	FL	0.00	0.00	0.00	0.00	0.00
178532-61CM-1	02/01/2018	Not Provided/NOC/Insufficient Data	ZAMBELLI FIREWORKS	0.00	0.00	0.00	0.00
Closed	02/21/2018	Not Provided/NOC/Insufficient Data	MFG COINC ETAL	0.00	0.00	0.00	0.00
03/01/2018	02/21/2018	PA	0.00	0.00	0.00	0.00	0.00
20180201 (02/01/2018 TO 02/01/2019) Totals				90,338.00	0.00	11,570.56	101,908.56
				0.00	0.00	0.00	0.00
			9,319.32	90,338.00	0.00	11,570.56	101,908.56
COUNT:							18
CPP010316705-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals				90,338.00	0.00	11,570.56	101,908.56
				0.00	0.00	0.00	0.00
			9,319.32	90,338.00	0.00	11,570.56	101,908.56
COUNT:							18

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cltm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
Policy Number-Carrier Name, Insured Name CPP010316706-T.H.E. INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL							
Carrier Policy Period 20190201 (02/01/2019 TO 02/01/2020)							
183995-41CL-1	12/07/2019	Rear-Ended Ov	BUDGET RENTAL	0.00	0.00	897.95	897.95
Closed	12/10/2019	Dented		0.00	0.00	0.00	0.00
03/31/2020	12/10/2019	MI	0.00	0.00	0.00	897.95	897.95
183647-61PD-1	10/05/2019	MISCELLANEOUS BI/PO	WEST VIRGINIA UNIVERSITY	3,576.00	0.00	914.44	4,490.44
Closed	10/07/2019	Not Provided/INOC/Insufficient Data		0.00	0.00	0.00	0.00
11/19/2019	10/07/2019	WV	2,000.00	3,576.00	0.00	914.44	4,490.44
183686-61BI-1	10/05/2019	Foreign Object	MARSTON, VALERIE	0.00	0.00	820.95	820.95
Closed	10/08/2019	Foreign Body		0.00	0.00	0.00	0.00
03/09/2020	10/08/2019	WV	0.00	0.00	0.00	820.95	820.95
183614-62PD-1	09/21/2019	PROPERTY DAMAGE	WILSON, ROBERT	6,333.53	0.00	0.00	6,333.53
Closed	09/24/2019	Repairs		0.00	0.00	0.00	0.00
03/31/2021	09/24/2019	PA	2,000.00	6,333.53	0.00	0.00	6,333.53
183614-61BI-1	09/21/2019	PROPERTY DAMAGE	WILSON, ROBERT	0.00	0.00	712.10	712.10
Closed	09/24/2019	Repairs		0.00	0.00	0.00	0.00
03/20/2020	09/24/2019	PA	0.00	0.00	0.00	712.10	712.10
183479-41CL-1	09/10/2019	Backed Into By Ov	RYDER TRUCK RENTAL	0.00	0.00	1,093.22	1,093.22
Closed	09/16/2019	Dented		0.00	0.00	0.00	0.00
07/22/2020	09/16/2019	FL	4,507.48	0.00	0.00	1,093.22	1,093.22
183306-11CN-1	09/02/2019	Fire And/Or Explosion	TAHOE MARINE AND EXCAVATING	24,558.96	0.00	13,687.53	38,246.49
Closed	09/03/2019	Repairs		0.00	0.00	0.00	0.00
03/09/2020	09/03/2019	CA	2,000.00	24,558.96	0.00	13,687.53	38,246.49

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Crm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
183306-62CN-1	09/02/2019	Administrative Error	TAHOE MARINE AND EXCAVATING	213,280.45	0.00	3,385.50	216,665.95
Closed	09/03/2019	Amputation/Enucleation		0.00	0.00	0.00	0.00
08/10/2021	09/03/2019	CA	. 0.00	213,280.45	0.00	3,385.50	216,665.95
183593-41CL-1	07/29/2019	Damaged Vehicle	HERTZ/DOLLAR THRIFTY AUTOMOTIVE	777.49	0.00	0.00	777.49
Closed	09/23/2019	Dented		0.00	0.00	0.00	0.00
03/31/2020	09/23/2019	PA	0.00	777.49	0.00	0.00	777.49
182849-11PD-1	07/19/2019	Damaged Vehicle	ESTLE AUTOMART	0.00	0.00	1,007.95	1,007.95
Closed	07/30/2019	Dented		0.00	0.00	0.00	0.00
03/04/2020	07/30/2019	OH	0.00	0.00	0.00	1,007.95	1,007.95
182885-11PD-1	07/13/2019	Not Provided/NOC/Insufficient Data	ALVAREZ, ALFREDO P	0.00	0.00	0.00	0.00
Closed	07/25/2019	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
10/09/2019	07/25/2019	FL	0.00	0.00	0.00	0.00	0.00
182607-41BI-2	07/06/2019	PROPERTY DAMAGE	BRUSCO, BONAVENTURA	1,118.15	0.00	715.50	1,833.65
Closed	07/11/2019	Repairs		0.00	0.00	0.00	0.00
11/12/2019	07/11/2019	PA	0.00	1,118.15	0.00	715.50	1,833.65
182607-11PD-1	07/06/2019	PROPERTY DAMAGE	EDWARDS, DENISE	5,800.00	0.00	0.00	5,800.00
Closed	07/11/2019	Repairs		0.00	0.00	0.00	0.00
12/09/2021	07/11/2019	PA	1,118.15	5,800.00	0.00	0.00	5,800.00
0220721991-0001-0207/06/2019	03/24/2021	Contact Other	EDWARDS, DENISE	9,919.57	0.00	0.00	9,919.57
Closed	03/24/2021	Scratched		0.00	0.00	0.00	0.00
04/02/2021	03/24/2021	PA	0.00	9,919.57	0.00	0.00	9,919.57

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, F/Inst)	WC Clm Type	Tot Recov	Pd Ind	Fut Res Ind	Inc Ind	Fut Res Med	Inc Med	Fut Res Exp	Inc Exp	Tot Paid
Cltm Stat Desc	Date Rep to Insured	Nature/Result Desc											
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss											
182627-11PD-1	07/05/2019	Not Provided/NOC/Insufficient Data	YAMAMURA, MICHAEL		1,309.42				0.00		134.00		1,443.42
Closed	07/09/2019	Not Provided/NOC/Insufficient Data			0.00				0.00		0.00		0.00
07/23/2019	07/09/2019	WV		0.00	1,309.42				0.00		134.00		1,443.42
182688-61PD-1	07/04/2019	MISCELLANEOUS B/PPD	GIOIA, JOSEPH		30,215.90				0.00		144.00		30,359.90
Closed	07/17/2019	Not Provided/NOC/Insufficient Data			0.00				0.00		0.00		0.00
11/05/2019	07/17/2019	NY	2,000.00		30,215.90				0.00		144.00		30,359.90
182720-61PD-1	07/03/2019	PROPERTY DAMAGE	CASEY APARTMENTS		2,535.61				0.00		2,054.55		4,590.16
Closed	07/19/2019	Repairs			0.00				0.00		0.00		0.00
05/21/2021	07/19/2019	CO	1,000.00		2,535.61				0.00		2,054.55		4,590.16
182799-11PD-1	07/01/2019	Rear-Ended By Ov	HERTZ CAR RENTAL		0.00				0.00		0.00		0.00
Closed	07/25/2019	Scratched			0.00				0.00		0.00		0.00
04/24/2020	07/25/2019	KY	0.00		0.00				0.00		0.00		0.00
182505-61PD-1	06/21/2019	MISCELLANEOUS B/PPD	WRIGHT, BONNIE		2,873.01				0.00		184.27		3,057.28
Closed	06/27/2019	Not Provided/NOC/Insufficient Data			0.00				0.00		0.00		0.00
09/04/2019	06/27/2019	WV	2,000.00		2,873.01				0.00		184.27		3,057.28
182417-41CL-1	06/17/2019	Failure To Yield Rt-Of-Way	RYDER TRUCK RENTAL		0.00				0.00		894.60		894.60
Closed	06/21/2019	Dented			0.00				0.00		0.00		0.00
05/27/2020	06/21/2019	PA	0.00		0.00				0.00		894.60		894.60
182422-41CL-1	06/14/2019	Collision Between Own Vehicles	RYDER TRUCK RENTAL		0.00				0.00		832.10		832.10
Closed	06/24/2019	Multiple Damage			0.00				0.00		0.00		0.00
08/31/2020	06/24/2019	PA	0.00		0.00				0.00		832.10		832.10
182251-61PD-1	06/03/2019	MISCELLANEOUS B/PPD	LAKE COUNTY		0.00				0.00		0.00		0.00
Closed	06/06/2019	Not Provided/NOC/Insufficient Data	CAPTAINS BASEBALL		0.00				0.00		0.00		0.00
12/16/2019	06/06/2019	OH	0.00		0.00				0.00		0.00		0.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cltm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc
182136-11PD-1	05/23/2019	Not Provided/NOC/Insufficient Data	PRESSEY, DASHAWN	12,991.44	0.00	133.00	13,124.44
Closed	05/24/2019	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
07/12/2019	05/24/2019	DE	0.00	12,991.44	0.00	133.00	13,124.44
182094-61PD-1	04/13/2019	PROPERTY DAMAGE	KENTUCKY	19,359.65	0.00	1,643.50	21,003.15
Closed	05/20/2019	Repairs	TRANSPORTATION	0.00	0.00	0.00	0.00
03/31/2021	05/20/2019	KY	2,000.00	19,359.65	0.00	1,643.50	21,003.15
181736-11PD-1	03/05/2019	Not Provided/NOC/Insufficient Data	RIVERA, VICTOR	1,293.39	0.00	0.00	1,293.39
Closed	03/05/2019	Not Provided/NOC/Insufficient Data		0.00	0.00	0.00	0.00
03/07/2019	03/05/2019	PA	0.00	1,293.39	0.00	0.00	1,293.39
20190201 (02/01/2019 TO 02/01/2020) Totals							
				335,942.57	0.00	29,255.16	365,197.73
				0.00	0.00	0.00	0.00
			18,625.63	335,942.57	0.00	29,255.16	365,197.73
CPP010316706-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals							
				335,942.57	0.00	29,255.16	365,197.73
				0.00	0.00	0.00	0.00
			18,625.63	335,942.57	0.00	29,255.16	365,197.73

20190201 (02/01/2019 TO 02/01/2020) Totals

CPP010316706-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

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T.H.E. INSURANCE COMPANY

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Carrier Loss Run										
As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022										
File Num	Date of Loss	Cause Cd Desc	Cmnt Name (Last_First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid			
Cln Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Cln Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves			
Date Cln Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc			
Policy Number-Carrier Name, Insured Name CPP010316707-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL										
Carrier Policy Period 20200201 (02/01/2020 TO 02/01/2021)										
40201244425-0002	12/05/2020	Failed To Maintain Lane	AMAZON	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Incident	12/08/2020	Multiple Damage		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12/08/2020	PA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402002051E3-0001	02/20/2020	Backed Into By Ov	Zambelli	5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41
		Fireworks,								
Closed	02/20/2020	Multiple Damage		0.00	0.00	0.00	0.00	0.00	0.00	0.00
03/02/2020	02/20/2020	PA	0.00	5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41
20200201 (02/01/2020 TO 02/01/2021) Totals										
						COUNT:	2			
				5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41
				0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41
CPP010316707-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals										
				5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41
				0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	5,063.41	0.00	0.00	5,063.41	0.00	0.00	5,063.41

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T.H.E. INSURANCE COMPANY

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As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

Carrier Loss Run

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clim Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name CPP010316708-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20210201 (02/01/2021 TO 02/01/2022)

4A22010Q2VW-0001	01/27/2022	Theft/Burglary/Robbery	Zambelli Fireworks Mgt.	0.00	0.00	0.00	0.00
Open	01/27/2022	Replacement		7,000.00	0.00	1,500.00	8,500.00
	01/28/2022	CO		7,000.00	0.00	1,500.00	8,500.00
4A22010Q3PQ-0001	01/03/2022	Theft/Burglary/Robbery	ZAMBELLI FIREWORKS	0.00	0.00	0.00	0.00
Open	01/27/2022	Replacement		7,000.00	0.00	1,500.00	8,500.00
	01/28/2022	CA		7,000.00	0.00	1,500.00	8,500.00
4A21107AD57-0001	09/18/2021	Debris Other	Vayonis, Andrew	1,901.67	0.00	0.00	1,901.67
Open	09/18/2021	Other GL		0.00	0.00	0.00	0.00
12/01/2021	09/29/2021	PA		1,901.67	0.00	0.00	1,901.67
4A21108GZFJ-0001	08/10/2021	Fire,Flames And/Or Explosion	CASE, WILLIE	0.00	0.00	0.00	0.00
Closed	08/10/2021	Burn		0.00	0.00	0.00	0.00
12/15/2021	10/27/2021	CA		0.00	0.00	0.00	0.00
20210201 (02/01/2021 TO 02/01/2022) Totals							4
				1,901.67	0.00	0.00	1,901.67
				14,000.00	0.00	3,000.00	17,000.00
			0.00	15,901.67	0.00	3,000.00	18,901.67

CPP010316708-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

				1,901.67	0.00	0.00	1,901.67
				14,000.00	0.00	3,000.00	17,000.00
			0.00	15,901.67	0.00	3,000.00	18,901.67
20210201 (02/01/2021 TO 02/01/2022) Totals							4
				1,901.67	0.00	0.00	1,901.67
				14,000.00	0.00	3,000.00	17,000.00
			0.00	15,901.67	0.00	3,000.00	18,901.67

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filer Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001108104-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20170201 (02/01/2017 TO 02/01/2018)

No records found.

20170201 (02/01/2017 TO 02/01/2018) Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00
0.00
0.00

0.00

ELP001108104-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00
0.00
0.00

0.00



T.H.E. INSURANCE COMPANY
Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cim Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001108105-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20180201 (02/01/2018 TO 02/01/2019)

No records found.

20180201 (02/01/2018 TO 02/01/2019) Totals

COUNT: 0
0.00
0.00
0.00

ELP001108105-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00



T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Cmnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001108106-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20190201 (02/01/2019 TO 02/01/2020)

No records found.

20190201 (02/01/2019 TO 02/01/2020) Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00
0.00

ELP001108106-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00
0.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filler Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Data Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001108107-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20200201 (02/01/2020 TO 02/01/2021)

No records found.

20200201 (02/01/2020 TO 02/01/2021) Totals

COUNT: 0
0.00
0.00
0.00

ELP001108107-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00



T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Cmnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cim Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001108108-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20210201 (02/01/2021 TO 02/01/2022)

No records found.

20210201 (02/01/2021 TO 02/01/2022) Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00

ELP001108108-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Qth	Tot Paid
Cltm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001295400-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20190201 (02/01/2019 TO 02/01/2020)

No records found.

20190201 (02/01/2019 TO 02/01/2020) Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00
0.00
0.00

0.00

ELP001295400-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0
0.00
0.00
0.00

0.00
0.00
0.00

0.00
0.00
0.00

0.00



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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cltm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001295401-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20200201 (02/01/2020 TO 02/01/2021)

No records found.

20200201 (02/01/2020 TO 02/01/2021) Totals

COUNT: 0

0.00 0.00 0.00 0.00

ELP001295401-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0

0.00 0.00 0.00 0.00

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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Cmnt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Cim Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Cim Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Policy Number-Carrier Name, Insured Name ELP001295402-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL

Carrier Policy Period 20210201 (02/01/2021 TO 02/01/2022)

No records found.

20210201 (02/01/2021 TO 02/01/2022) Totals

COUNT: 0

0.00 0.00 0.00 0.00

ELP001295402-T.H.E INSURANCE COMPANY, ZAMBELLI FIREWORKS MFG CO, INC., ETAL Totals

COUNT: 0

0.00 0.00 0.00 0.00



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T.H.E. INSURANCE COMPANY

Carrier Loss Run

As of Date: 04-13-2022 Filter Name: ZAMBELLI LOSS RUNS 3 Run Date: 04-13-2022

File Num	Date of Loss	Cause Cd Desc	Clmt Name (Last, First)	Pd Ind	Pd Med	Pd Exp/Oth	Tot Paid
Clm Stat Desc	Date Rep to Insured	Nature/Result Desc	WC Clm Type	Fut Res Ind	Fut Res Med	Fut Res Exp	Tot Fut Reserves
Date Clm Closed	Date Rep to Sedgwick	State/Province of Loss	Tot Recov	Inc Ind	Inc Med	Inc Exp	Tot Inc

Grand Totals

30,020.00	496,836.58	0.00	45,258.42	COUNT:	67
	14,000.00	0.00	3,000.00		542,095.00
	510,836.58	0.00	48,258.42		17,000.00
					559,095.00

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ITEM 8.A

Annual Advisory Board Appointments/Reappointments and Vacancies

Request

The Commission is requested to reappoint or replace Board members with terms expiring May 31, 2022 and make appointments to fill the vacancies on the Police Pension Board due to the resignation of Catalin Cruz and a vacancy on the Historic Preservation Board due to the death of a Board Member.

Explanation

The remaining appointments due to expire on May 31, 2022 are on the following boards:

Board of Adjustment
Historic Preservation Board
Planning Advisory Board

In addition to the expiring terms, we were notified of the resignation of Catalin Cruz from the Police Pension Board. The appointment for this vacancy will fill the remaining term for Ms. Cruz and will expire September 30, 2023. Seat #4 is due to make this appointment. Additionally, staff received notification that Board Member Elian Rodriguez-Guzman passed away leaving a vacancy on the Historic Preservation Board. The remaining term for that vacancy will expire on May 31, 2023. Seat # 5 will be assigned to that vacancy.

Each Board has individual requirements for residency as well as additional positions such as architects, engineers, business owners, etc. You will find the qualifications for the board members on the attached list as well as responses to whether they would like to continue serving on their current board.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make appointments or replace members with terms expiring May 31, 2022 and to fill vacancies on the Police Pension and Historic Preservation Boards.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Commission Appointments by Seat - May 17, 2022

APPOINTMENTS BY SEAT

DATE: May 17, 2022

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 4 Fisher	Board of Adjustment Henry Thacker	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer, or General Contractor.	06/07/2022	NO
Seat # 3 Alvarez	Historic Preservation Board William Dupre	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/07/2022	NO
Seat # 2 Ortiz	Planning Advisory Board Debra Buxton	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	06/07/2022	NO (Resigned)
Seat # 4 Fisher	Police Pension Board Catalin Cruz	Commission appointed position; must be resident of the City. Police Pension Board	06/21/2022	No (Resigned)

Seat # 5 Gonzalez	Historic Preservation Board Elian Rodriguez- Guzman	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/21/2022	No (Deceased)
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