



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

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - First and Final Reading - Ordinance Establishing the Knightsbridge Community Development District, Proposed Ordinance # 22-15

5. PUBLIC HEARINGS

- 5.A Public Hearing - City of Kissimmee Annual Action Plan and adoption of accompanying Resolution
- 5.B Public Hearing - Fountainhead PUD Amendment: PUD-22-0003

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 July 5, 2022 meeting
- 7.B First Amendment to Net Building Lease for Aviator Holdings of Kissimmee Inc. for 606 Dyer Blvd
- 7.C Approval of an Interlocal Agreement between the City and the Downtown Kissimmee Community Redevelopment Agency for the Beaumont Redevelopment Project portion of the Series 2022 Bonds.
- 7.D Purchase of front-end load garbage trucks for solid waste commercial collection services
- 7.E Purchase of new Solid Waste containers from Rehrig Pacific Company using Omnia Partners Corporate Purchasing Program and sell surplus containers to local vendors.
- 7.F Purchase of Nord Easy System containers from Underground Refuse Systems for solid waste commercial collection services within Downtown Kissimmee
- 7.G Budget Adjustment in the State Housing Initiatives Partnership (SHIP) Fund
- 7.H Acceptance of Funds from the School District of Osceola for the Dream Builders Summer Camp Program

- 7.I Purchase of dumpster containers using the Sourcewell Cooperative Purchasing Program for solid waste commercial collection services

8. DISCUSSION ITEMS

- 8.A Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2021

CITY COMMISSION RECESSES AND CONVENES AS CRA BOARD

- 8.B Resolution adopting the Vine Street Community Redevelopment Agency Landscape Master Plan
- 8.C Approval of an Interlocal Agreement between the City and the Downtown Kissimmee Community Redevelopment Agency for the Beaumont Redevelopment Project portion of the Series 2022 Bonds.
- 8.D Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Kissimmee Professional Plaza, LLC
- 8.E Approval of additional products and services from Artistic Holiday Designs in the amount of \$2,914 for the 2022 holiday decorations.

CRA ADJOURNS AND RECONVENES AS CITY COMMISSION

- 8.F Annual Advisory Board Appointments 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.

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 4.A

Public Hearing - First and Final Reading - Ordinance Establishing the Knightsbridge Community Development District, Proposed Ordinance # 22-15

Request

Request City Commission approval of the Petition to Establish the Knightsbridge Community Development District and adoption of Proposed Ordinance #22-15

Explanation

The proposed Community Development District (CDD) will finance infrastructure and other improvements, including the master stormwater system, onsite roads, the potable water distribution system, the sanitary sewer collection system, the reclaimed water distribution system, landscape and irrigation, hardscape features and offsite improvements for the Knightsbridge community. The Knightsbridge community is located on the east side of Poinciana Boulevard, north of the Poinciana SunRail Station. The applicant has already obtained several City development approvals and is in the process of receiving final plat approval.

Recommendation

Staffs recommends approval of the petition and adoption of the Proposed Ordinance

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Attorney

Presenter: Kalanit Oded

Attachment(s):

1. Petition to Establish (Knightsbridge) - FINAL (07.06.22)
2. 7.11.2022 Knightsbridge CDD Ordinance
3. Knightsbridge District Manager Testimony - Executed (04.25.22)_
4. Knightsbridge Developer Testimony - Executed (04.25.22)_
5. Knightsbridge Engineer Testimony - Executed (06.02.22)_
6. Knightsbridge Surveyor Affidavit - Executed (04.20.22)
7. Knightsbridge Proof - Orlando Sentinel (1 of 4) (Rec'd 06.23.22)_
8. Knightsbridge Affidavit - Orlando Sentinel (1 of 4) (Rec'd 06.23.22)_

IN RE: AN ORDINANCE PURSUANT TO)
SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE KNIGHTSBRIDGE)
COMMUNITY DEVELOPMENT DISTRICT)

Adam Morgan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Logan Lantrip	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Harry Kaplan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Steve Greene	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821

5. Name. The name of the proposed District will be "KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT."

6. Water and Sewer Interceptors. The locations of existing major trunk water mains, storm sewer interceptors, basins and/or outfalls, wastewater force mains, and reclaimed water main improvements within or outside the boundaries of the proposed District, that are anticipated to provide service to the property within the District are shown within **Exhibit 4** attached hereto.

7. District Facilities and Services. Based upon currently available data, the proposed timetable for the construction of the District services and the estimated cost of constructing the proposed services, based on available data, is shown on **Exhibit 5** attached hereto. This is a good faith estimate but is not binding on the Petitioner and the District and is subject to change.

8. Land Uses: Other than the parcels for which construction has begun pursuant to City approvals (as noted below), the land within the proposed District is presently vacant and designated as non-agricultural. The City of Kissimmee approved a revised final site development plan on March 21, 2022 (DRC-06-00032), which supersedes the final site development plan approved on July 18, 2018 (DRC-06-00032; 35-25-28-0000-0015-0000) and Osceola County approved a Utility Revision for work within Poinciana Boulevard Right-of-Way for SDP14-0147 on November 16, 2021. The South Florida Water Management District issued (i) an Individual Environmental Resource Permit for the lands within the District on September 16, 2015, as modified on August 18, 2020 (Permit No. 49-02411-P); and (ii) a water use individual permit on August 17, 2018 (Permit No. 49-02704-W).

The current development plan for the proposed lands within the District includes approximately 419 residential units. The authorized uses for the land included within the District are consistent with the City of Kissimmee's Comprehensive Land Use Plan (the "City Comprehensive Plan").

The proposed future general distribution, location and extent of public and private uses within the District, which are subject to change but shall at all times remain in compliance with all applicable statutes, ordinances, approval, agreements, orders and regulations, are shown on **Exhibit 6**, attached hereto.

9. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, *Florida Statutes*, is attached hereto as **Exhibit 7** and incorporated herein.

10. Powers Requested. The District is seeking and hereby requests the right to exercise all general powers provided for in Section 190.011, *Florida Statutes*, all special powers provided for in Section 190.012(1), *Florida Statutes*, and those certain special powers consented by the City which include Sections 190.012(2)(a) and (d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the City.

11. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

- a. All statements contained in this Petition are true and correct.
- b. The establishment of the District is not inconsistent with any applicable element or portions of the effective City of Kissimmee Comprehensive Land Use Plan, as amended, or any applicable elements of the state comprehensive plan.
- c. The area of land within the District is part of a unified plan of development for which a development plan has been approved by the City of Kissimmee as part of the development plans. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.
- d. The community development services and facilities of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.
- e. The proposed District is the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity responsible for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and provides a responsible perpetual public entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future. The establishment of the District will prevent the general body of taxpayers in the City of Kissimmee from bearing the burden for installation of the infrastructure within and without the lands of the proposed District.

12. Ordinance. The District is seeking adoption of Ordinance Number 2022-15, attached hereto as **Exhibit 8**, to establish the District.

WHEREFORE, Petitioner respectfully requests the Board of City Commissioners of Kissimmee, Florida to:

1. Direct that a local public hearing be held, as required by Section 190.005(2)(b), *Florida Statutes*, to consider the establishment of the Knightsbridge Community Development District.

2. Adopt Ordinance 2022-15, pursuant to Chapter 190, *Florida Statutes*, granting this Petition and establishing the Knightsbridge Community Development District.

3. Consent to the District's exercise of the statutory powers requested herein, as those powers are set forth in Chapter 190, *Florida Statutes*: all general powers provided for in Section 190.011, *Florida Statutes*, all special powers provided for in Section 190.012(1), *Florida Statutes* and those certain special powers consented by the City which include Sections 190.012(2)(a) and (d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the City.

[Signatures on Following Page]

**SIGNATURE PAGE TO
PETITION TO ESTABLISH THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Respectfully submitted this 29 day of June, 2022.

PETITIONER:

LENNAR HOMES, LLC

By: 
Name: Mark McDonald
Title: Vice President

**COUNSEL FOR
PETITIONER:**

**LATHAM, LUNA, EDEN &
BEAUDINE, LLP**

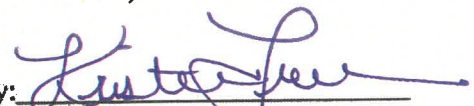
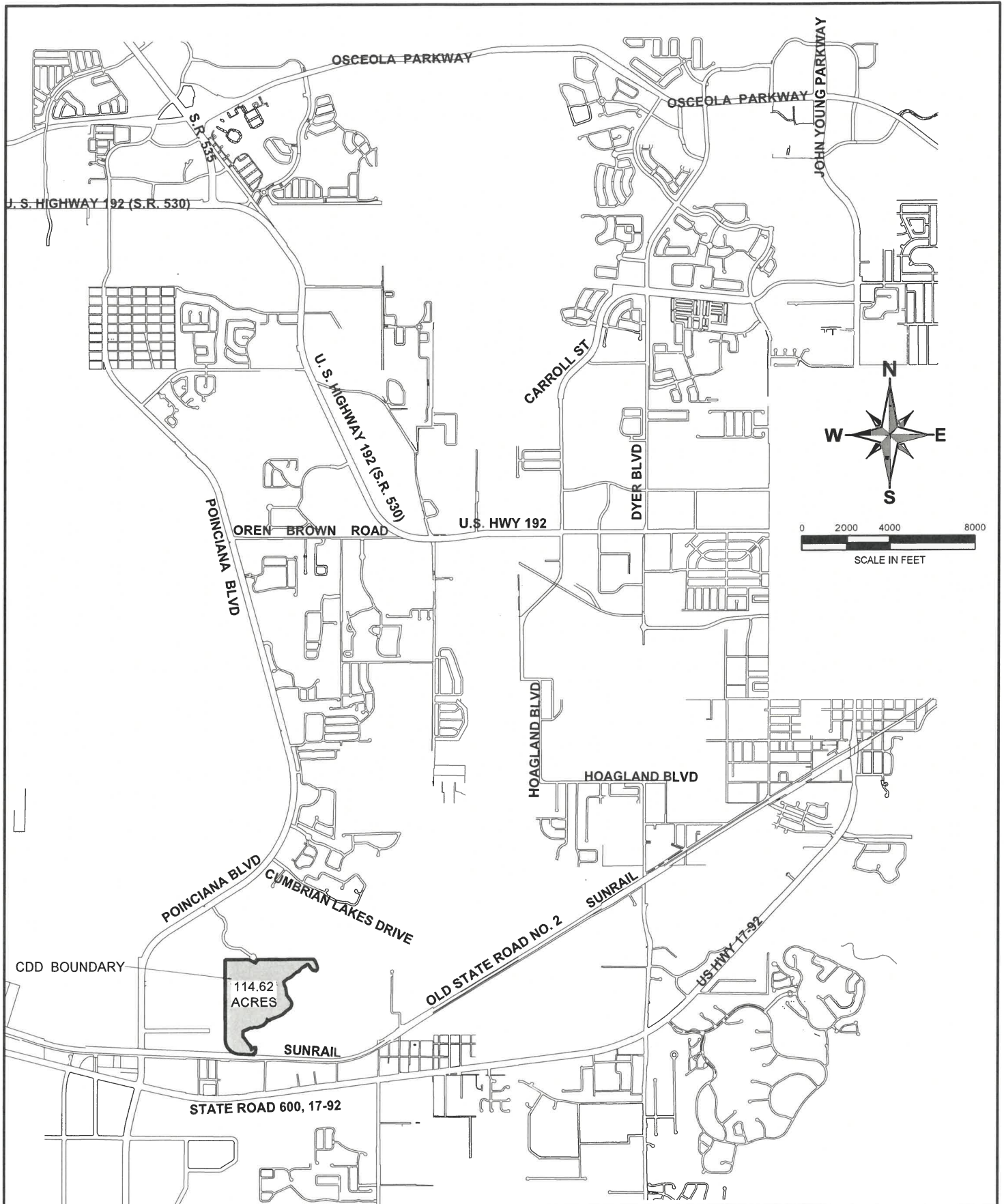
By: 
Jan Albanese Carpenter, Esq.
Florida Bar No. 767158
Kristen E. Trucco, Esq.
Florida Bar No. 124545
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Telephone: 407-581-5800
jcarpenter@latham luna.com
ktrucco@latham luna.com

EXHIBIT 1

**GENERAL LOCATION OF THE PROPOSED
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

[ATTACHED]

L:\50000-00000-Orlando Projects\53509 Lemar Homes, LLC\Nightbridge CDD Petition\ENGR01 CDD Petition\1 DWG\Primary\Exhibit 2 Map of Dist Boundary.dwg (11x8.5) HennaM Feb 17, 2022 - 10:28am



HAMILTON
ENGINEERING & SURVEYING, LLC.

3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #7013 CA #8474
www.HamiltonEngineering.US

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.5929

MAP OF DISTRICT BOUNDARY
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE
35,36-25S-28E

JOB NUMBER
53509.0019

DRAWN BY
HM

DATE
02/11/2022

EXHIBIT
2

EXHIBIT 2

**METES AND BOUNDS LEGAL DESCRIPTION OF THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

[ATTACHED]

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST A DISTANCE OF 753.97 FEET; THENCE SOUTH 62°09'48" EAST A DISTANCE OF 238.27 FEET; THENCE NORTH 34°11'40" EAST, A DISTANCE OF 115.03 FEET; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 25.38 FEET; THENCE NORTH 89°48'21" EAST, A DISTANCE OF 1804.32' FEET; THENCE SOUTH 37°56'07" EAST, A DISTANCE OF 61.89 FEET; THENCE SOUTH 27°08'34" EAST, A DISTANCE OF 143.07 FEET; THENCE SOUTH 16°24'16" EAST, A DISTANCE OF 110.06 FEET; THENCE SOUTH 07°46'12" WEST, A DISTANCE OF 68.95 FEET; THENCE SOUTH 59°03'22" WEST, A DISTANCE OF 54.32 FEET; THENCE NORTH 85°55'10" WEST, A DISTANCE OF 43.62 FEET; THENCE NORTH 74°45'52" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 47°30'56" WEST, A DISTANCE OF 101.15 FEET; THENCE NORTH 27°55'09" WEST, A DISTANCE OF 59.74 FEET; THENCE NORTH 33°42'52" WEST, A DISTANCE OF 44.80 FEET; THENCE NORTH 45°01'34" WEST, A DISTANCE OF 26.36 FEET; THENCE SOUTH 89°59'54" WEST, A DISTANCE OF 34.19 FEET; THENCE SOUTH 53°52'22" WEST, A DISTANCE OF 77.65 FEET; THENCE SOUTH 61°55'24" WEST, A DISTANCE OF 140.25 FEET; THENCE SOUTH 40°37'26" WEST, A DISTANCE OF 57.28 FEET; THENCE SOUTH 33°42'40" WEST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 51°51'54" WEST, A DISTANCE OF 55.32 FEET; THENCE SOUTH 76°46'08" WEST, A DISTANCE OF 54.27 FEET; THENCE SOUTH 45°01'22" WEST, A DISTANCE OF 43.93 FEET; THENCE SOUTH 55°38'27" WEST, A DISTANCE OF 71.53 FEET; THENCE SOUTH 40°50'16" WEST, A DISTANCE OF 90.30 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 43.17 FEET; THENCE SOUTH 59°57'04" WEST, A DISTANCE OF 68.22 FEET; THENCE SOUTH 74°03'57" WEST, A DISTANCE OF 45.25 FEET; THENCE SOUTH 51°01'53" WEST, A DISTANCE OF 83.94 FEET; THENCE SOUTH 53°38'15" WEST, A DISTANCE OF 73.33 FEET; THENCE SOUTH 09°47'32" EAST, A DISTANCE OF 91.38 FEET; THENCE SOUTH 26°35'11" EAST, A DISTANCE OF 111.11 FEET; THENCE SOUTH 08°09'24" EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 08°58'55" EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 36°03'09" EAST, A DISTANCE OF 64.65 FEET; THENCE SOUTH 37°35'38" EAST, A DISTANCE OF 77.96 FEET; THENCE SOUTH 36°16'44" EAST, A DISTANCE OF 88.42 FEET; THENCE SOUTH 24°47'44" EAST, A DISTANCE OF 68.05 FEE; THENCE SOUTH 00°00'06" EAST, A DISTANCE OF 47.52 FEET; THENCE SOUTH 17°21'59" WEST, A DISTANCE OF 79.67 FEET; SOUTH 23°58'45" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 56°19'51" WEST, A DISTANCE OF 68.58 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 95.09 FEET; THENCE SOUTH 46°52'13" WEST, A DISTANCE OF 104.27 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 71.32 FEET; THENCE SOUTH 66°03'15" WEST, A DISTANCE OF 46.84 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 69°27'30" WEST, A DISTANCE OF 162.53 FEET; THENCE SOUTH 70°21'36" WEST, A DISTANCE OF 141.40 FEET; THENCE SOUTH 39°39'01" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 77°58'40" WEST, A DISTANCE OF 50.14 FEET; THENCE NORTH 50°55'55" WEST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 09°28'07" WEST, A DISTANCE OF 34.20 FEET; THENCE SOUTH 30°23'56" WEST, A DISTANCE OF 81.02 FEET; THENCE SOUTH 60°00'34" WEST, A DISTANCE OF 107.67 FEET; THENCE SOUTH 68°37'35" WEST, A DISTANCE OF 103.60 FEET; THENCE SOUTH 73°03'33" WEST, A DISTANCE OF 111.23 FEET; THENCE NORTH 85°31'15" WEST, A DISTANCE OF 82.25 FEET; THENCE SOUTH 71°10'30" WEST, A DISTANCE OF 72.20 FEET; THENCE NORTH 86°08'22" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 62°31'10" WEST, A DISTANCE OF 142.63 FEET; THENCE SOUTH 72°11'37" WEST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 58°38'04" WEST, A DISTANCE OF 46.37 FEET; THENCE SOUTH 00°23'32" EAST, A DISTANCE OF 157.48 FEET; THENCE SOUTH 41°45'05" EAST, A DISTANCE OF 62.70 FEET; THENCE SOUTH 35°01'18" EAST, A DISTANCE OF 211.27 FEET; THENCE SOUTH 43°50'51" EAST, A DISTANCE OF 112.87 FEET; THENCE SOUTH 16°03'03" EAST, A DISTANCE OF 104.34 FEET; THENCE NORTH 57°49'44" EAST, A DISTANCE OF 105.16 FEET; THENCE NORTH 87°11'13" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 10°59'14" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 07°50'25" WEST, A DISTANCE OF 109.61 FEET; THENCE SOUTH 59°40'41" WEST, A DISTANCE OF 74.76 FEET; THENCE SOUTH 00°13'34" WEST, A DISTANCE OF 31.51 FEET; THENCE NORTH 87°08'54" WEST, A DISTANCE OF 459.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, CHORD BEARING OF NORTH 43°46'14" WEST AND A CHORD LENGTH OF 622.71 FEET; THENCE RUN ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°45'19" FOR A DISTANCE OF 686.43 FEET TO THE POINT OF TANGENCY AND A POINT ON SAID EAST LINE OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B; THENCE RUN NORTH 00°23'35" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2551.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 114.62 ACRES MORE OR LESS.



3409 W LEMON ST
TAMPA, FL 33609
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ORLANDO, FL 32803
TEL: 407.382.5929

LEGAL DESCRIPTION KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
35,36-25S-28E	53509.0019	HM	02/11/2022	4

COMPOSITE EXHIBIT 3

**CONSENT OF THE OWNERS OF ALL OF THE
REAL PROPERTY WITHIN THE KNIGHTSBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

[ATTACHED]

**CONSENT TO THE PETITION TO ESTABLISH THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

THE UNDERSIGNED, LENNAR HOMES, LLC, a Florida limited liability company ("Lennar"), is the fee simple owner of certain real property located in the City of Kissimmee, Florida, as more fully described in EXHIBIT "A." attached hereto and made a part hereof (the "Property").

Lennar, as Petitioner under that certain Petition to Establish the Knightsbridge Community Development District (the "Petition"), intends to submit a petition to create the Knightsbridge Community Development District (the "District") in accordance with the provisions of Chapter 190, *Florida Statutes*.

Lennar is the fee simple owner of a portion of the lands which are intended to constitute the District, as described above, and Lennar understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of both this document and the Petition, Lennar hereby consents to the inclusion of the Property in the Knightsbridge Community Development District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.

Lennar hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on Following Page]

**SIGNATURE PAGE FOR THE CONSENT TO THE PETITION TO ESTABLISH
THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Executed this 27th day of January, 2022

LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: Mark McDonald
Title: Vice President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of January, 2022 by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of said entity. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification.

(AFFIX SEAL)



ASHLEY BAKSH
Notary Public
State of Florida
Comm# HH099412
Expires 3/2/2025

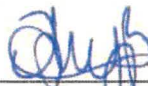

Notary Public: State of Florida
Print Name: Ashley Bakhsh
My Commission Expires: 3-2-2025
My Commission No.: HH099412

EXHIBIT “A”

Legal Description

[See attached.]

LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, PAGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°21'38" EAST ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET; THENCE NORTH 89°48'21" EAST A DISTANCE OF 753.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°07'51" EAST A DISTANCE OF 238.27 FEET; THENCE SOUTH 51°19'16" EAST, A DISTANCE OF 44.08 FEET; THENCE SOUTH 39°16'19" EAST, A DISTANCE OF 44.08 FEET; THENCE SOUTH 27°19'46" EAST, A DISTANCE OF 43.30 FEET; THENCE SOUTH 15°29'48" EAST, A DISTANCE OF 43.28 FEET; THENCE SOUTH 04°05'45" EAST, A DISTANCE OF 44.92 FEET; THENCE SOUTH 01°18'13" EAST, A DISTANCE OF 156.93 FEET; THENCE SOUTH 88°41'47" WEST, A DISTANCE OF 51.33 FEET; THENCE SOUTH 06°05'11" WEST, A DISTANCE OF 102.98 FEET; THENCE SOUTH 00°51'46" EAST, A DISTANCE OF 100.91 FEET; THENCE SOUTH 86°52'26" EAST, A DISTANCE OF 65.54 FEET; THENCE SOUTH 01°18'13" EAST, A DISTANCE OF 219.90 FEET; THENCE SOUTH 88°41'47" WEST, A DISTANCE OF 7.55 FEET; THENCE SOUTH 62°50'07" WEST, A DISTANCE OF 60.86 FEET; THENCE SOUTH 50°43'14" WEST, A DISTANCE OF 33.25 FEET; THENCE SOUTH 01°08'36" EAST, A DISTANCE OF 59.64 FEET; THENCE SOUTH 39°37'47" EAST, A DISTANCE OF 65.14 FEET; THENCE SOUTH 61°16'33" EAST, A DISTANCE OF 21.46 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 3.69 FEET; THENCE SOUTH 61°16'33" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61°16'33" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 52.02 FEET; THENCE SOUTH 29°05'54" WEST, A DISTANCE OF 61.71 FEET; THENCE SOUTH 35°08'17" WEST, A DISTANCE OF 46.50 FEET; THENCE SOUTH 42°32'37" WEST, A DISTANCE OF 46.50 FEET; THENCE SOUTH 48°37'10" WEST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 45°15'15" WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 39°57'04" WEST, A DISTANCE OF 59.73 FEET; THENCE SOUTH 34°05'16" WEST, A DISTANCE OF 57.34 FEET; THENCE SOUTH 60°06'54" EAST, A DISTANCE OF 311.05 FEET; THENCE NORTH 29°53'06" EAST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 60°06'53" EAST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 29°53'06" WEST, A DISTANCE OF 75.32 FEET; THENCE NORTH 60°06'53" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 29°53'06" EAST, A DISTANCE OF 22.36 FEET; THENCE NORTH 60°06'54" WEST, A DISTANCE OF 312.17 FEET; THENCE SOUTH 29°57'04" WEST, A DISTANCE OF 164.85 FEET; THENCE SOUTH 00°24'34" EAST, A DISTANCE OF 107.65 FEET; THENCE SOUTH 78°54'03" WEST, A DISTANCE OF 30.57 FEET; THENCE NORTH 00°21'35" WEST, A DISTANCE OF 114.93 FEET; THENCE SOUTH 89°36'34" WEST, A DISTANCE OF 470.73 FEET TO A POINT OF NON-TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.46 FEET AND A CENTRAL ANGLE OF 49°22'10", A CHORD THAT BEARS SOUTH 44°55'18" EAST, A DISTANCE OF 23.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.52 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 49.88 FEET AND A CENTRAL ANGLE OF 163°57'57", A CHORD THAT BEARS SOUTH 07°43'28" WEST, A DISTANCE OF 98.79 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.74 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE NORTH 89°39'42" WEST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 51.73 FEET; THENCE NORTH 00°23'26" WEST, A DISTANCE OF 33.24 FEET; THENCE SOUTH 89°36'34" WEST, A DISTANCE OF 116.90 FEET; THENCE NORTH 00°21'38" WEST ALONG THE EAST LINE OF THE AFORESAID GREENWAY NO. 1 POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 1,661.76 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 89°48'21" EAST, A DISTANCE OF 753.97 FEET TO THE POINT OF BEGINNING.

**CONSENT TO THE PETITION TO ESTABLISH THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

THE UNDERSIGNED, PARISA SABETI and PEGAH SABETI, each individually and as Co-Trustees (collectively, "Owner"), are the fee simple owners of certain real property located in the City of Kissimmee, Florida, as more fully described in EXHIBIT "A," attached hereto and made a part hereof (the "Property").

Owner understands and agrees that Lennar Homes, LLC ("Lennar"), as Petitioner under that certain Petition to Establish the Knightsbridge Community Development District (the "Petition"), intends to submit a petition to create the Knightsbridge Community Development District (the "District") in accordance with the provisions of Chapter 190, *Florida Statutes*.

Owner is the fee simple owner of a portion of the lands which are intended to constitute the District, as described above, and Owner understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, that Lennar is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of both this document and the Petition, Owner hereby consents to the inclusion of the Property in the Knightsbridge Community Development District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.

Owner acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on Following Page]

**SIGNATURE PAGE FOR THE CONSENT TO THE PETITION TO ESTABLISH
THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Executed this 29th day of MARCH ~~February~~, 2022

PARISA SABETI and PEGAH SABETI,
each individually and as Co-Trustees

By: [Signature]
Name: Parisa Sabeti
Title: Individually and as Co-Trustee

By: [Signature]
Name: Pegah Sabeti
Title: Individually and as Co-Trustee

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence ☒ physical presence or [] online notarization this 29th day of February, 2022, by Parisa Sabeti and Pegah each individually and as Co-Trustees. Said person is ☒ personally known to me or [] has produced a valid driver's license as identification.

(AFFIX SEAL)



[Signature]
Notary Public, State of Florida
Print Name: MIGDALA PEREZ
My Commission Expires: 2-26-24
My Commission No.: 66963021

EXHIBIT "A"

Legal Description

[See attached.]

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 6 AND 7, SECTION 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST AND SECTIONS 1 AND 2, TOWNSHIP 26 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK I SECTION B, AS RECORDED IN PLAT BOOK 3, PAGE 236 THROUGH 238, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PLAT RUN SOUTH 00°21'38" EAST A DISTANCE OF 1715.56 FEET TO THE POINT OF BEGINNING, BEING A POINT ON SAID EAST LINE; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°36'34" EAST A DISTANCE OF 115.90 FEET; THENCE RUN SOUTH 00°23'26" EAST A DISTANCE OF 33.24 FEET; THENCE RUN NORTH 89°36'34" EAST A DISTANCE OF 50.01 FEET; THENCE RUN NORTH 00°23'37" WEST A DISTANCE OF 114.08 FEET; THENCE RUN NORTH 89°36'34" EAST A DISTANCE OF 470.73 FEET; THENCE RUN SOUTH 00°21'35" EAST A DISTANCE OF 114.93 FEET; THENCE RUN NORTH 78°54'03" EAST A DISTANCE OF 30.57 FEET; THENCE RUN NORTH 00°23'34" WEST A DISTANCE OF 107.65 FEET; THENCE RUN NORTH 29°57'06" EAST A DISTANCE OF 164.85 FEET; THENCE RUN NORTH 31°19'12" EAST A DISTANCE OF 30.01 FEET; THENCE RUN NORTH 32°40'53" EAST A DISTANCE OF 56.18 FEET; THENCE RUN NORTH 40°14'28" EAST FOR A DISTANCE OF 62.72 FEET; THENCE NORTH 47°17'27" EAST FOR A DISTANCE OF 104.52 FEET; THENCE RUN NORTH 45°58'02" EAST FOR A DISTANCE OF 46.39 FEET; THENCE RUN NORTH 34°38'11" EAST A DISTANCE OF 42.34 FEET; THENCE RUN NORTH 28°43'27" EAST FOR A DISTANCE OF 111.58 FEET; THENCE RUN SOUTH 61°16'33" EAST A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 28°43'27" EAST A DISTANCE OF 33.19 FEET; THENCE RUN NORTH 61°16'33" WEST A DISTANCE OF 174.47 FEET; THENCE RUN NORTH 38°36'38" WEST A DISTANCE OF 62.36 FEET; THENCE RUN NORTH 01°08'36" WEST A DISTANCE OF 59.64 FEET; THENCE RUN NORTH 50°43'14" EAST A DISTANCE OF 33.25 FEET; THENCE RUN NORTH 62°50'07" EAST A DISTANCE OF 60.86 FEET; THENCE RUN NORTH 88°41'47" EAST A DISTANCE OF 7.55 FEET; THENCE RUN NORTH 01°18'13" WEST A DISTANCE OF 219.90 FEET; THENCE RUN NORTH 86°52'26" WEST A DISTANCE OF 65.54 FEET; THENCE RUN NORTH 00°51'46" WEST A DISTANCE OF 100.91 FEET; THENCE RUN NORTH 04°37'11" EAST A DISTANCE OF 64.11 FEET; THENCE RUN NORTH 08°30'10" EAST A DISTANCE OF 38.93 FEET; THENCE RUN NORTH 88°41'47" EAST A DISTANCE OF 51.33 FEET; THENCE RUN NORTH 01°18'13" WEST A DISTANCE OF 156.93 FEET; THENCE RUN NORTH 04°05'45" WEST A DISTANCE OF 44.92 FEET; THENCE RUN NORTH 15°29'48" WEST A DISTANCE OF 43.28 FEET; THENCE RUN NORTH 27°19'46" WEST A DISTANCE OF 43.30 FEET; THENCE RUN NORTH 39°16'19" WEST A DISTANCE OF 44.08 FEET; THENCE RUN NORTH 51°19'16" WEST A DISTANCE OF 44.08 FEET; THENCE RUN NORTH 34°11'40" EAST A DISTANCE OF 115.03 FEET; THENCE RUN NORTH 47°12'32" EAST A DISTANCE OF 25.38 FEET; THENCE RUN NORTH 89°48'21" EAST A DISTANCE OF 1804.32 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3419, PAGE 2924, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY LINE RUN THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) RUN SOUTH 37°56'07" EAST A DISTANCE OF 61.89 FEET; (2) THENCE RUN SOUTH 27°08'34" EAST A DISTANCE OF 143.07 FEET; (3) THENCE RUN SOUTH 16°24'16" EAST A DISTANCE OF 110.06 FEET; (4) THENCE RUN SOUTH 07°46'12" WEST A DISTANCE OF 68.95 FEET; (5) THENCE RUN SOUTH 59°03'22" WEST A DISTANCE OF 54.32 FEET; (6) THENCE RUN NORTH 85°55'10" WEST A DISTANCE OF 43.62 FEET; (7) THENCE RUN NORTH 74°45'32" WEST A DISTANCE OF 70.87 FEET; (8) THENCE RUN NORTH 47°30'56" WEST A DISTANCE OF 101.15 FEET; (9) THENCE RUN NORTH 27°55'09" WEST A DISTANCE OF 59.74 FEET; (10) THENCE RUN NORTH 33°42'52" WEST A DISTANCE OF 44.80 FEET; (11) THENCE RUN NORTH 45°01'34" WEST A DISTANCE OF 26.36 FEET; (12) THENCE RUN SOUTH 89°59'54" WEST A DISTANCE OF 34.19 FEET; (13) THENCE RUN SOUTH 53°52'22" WEST A DISTANCE OF 77.65 FEET; (14) THENCE RUN SOUTH 61°55'24" WEST A DISTANCE OF 140.25 FEET; (15) THENCE RUN SOUTH 40°37'26" WEST A DISTANCE OF 57.28 FEET; (16) THENCE RUN SOUTH 33°42'40" WEST A DISTANCE OF 44.80 FEET; (17) THENCE RUN SOUTH 51°51'54" WEST A DISTANCE OF 55.32 FEET; (18) THENCE RUN SOUTH 76°46'08" WEST A DISTANCE 54.27 FEET; (19) THENCE RUN SOUTH 45°01'22" WEST A DISTANCE OF 43.93 FEET; (20) THENCE RUN SOUTH 55°38'27" WEST A DISTANCE OF 71.53 FEET; (21) THENCE RUN

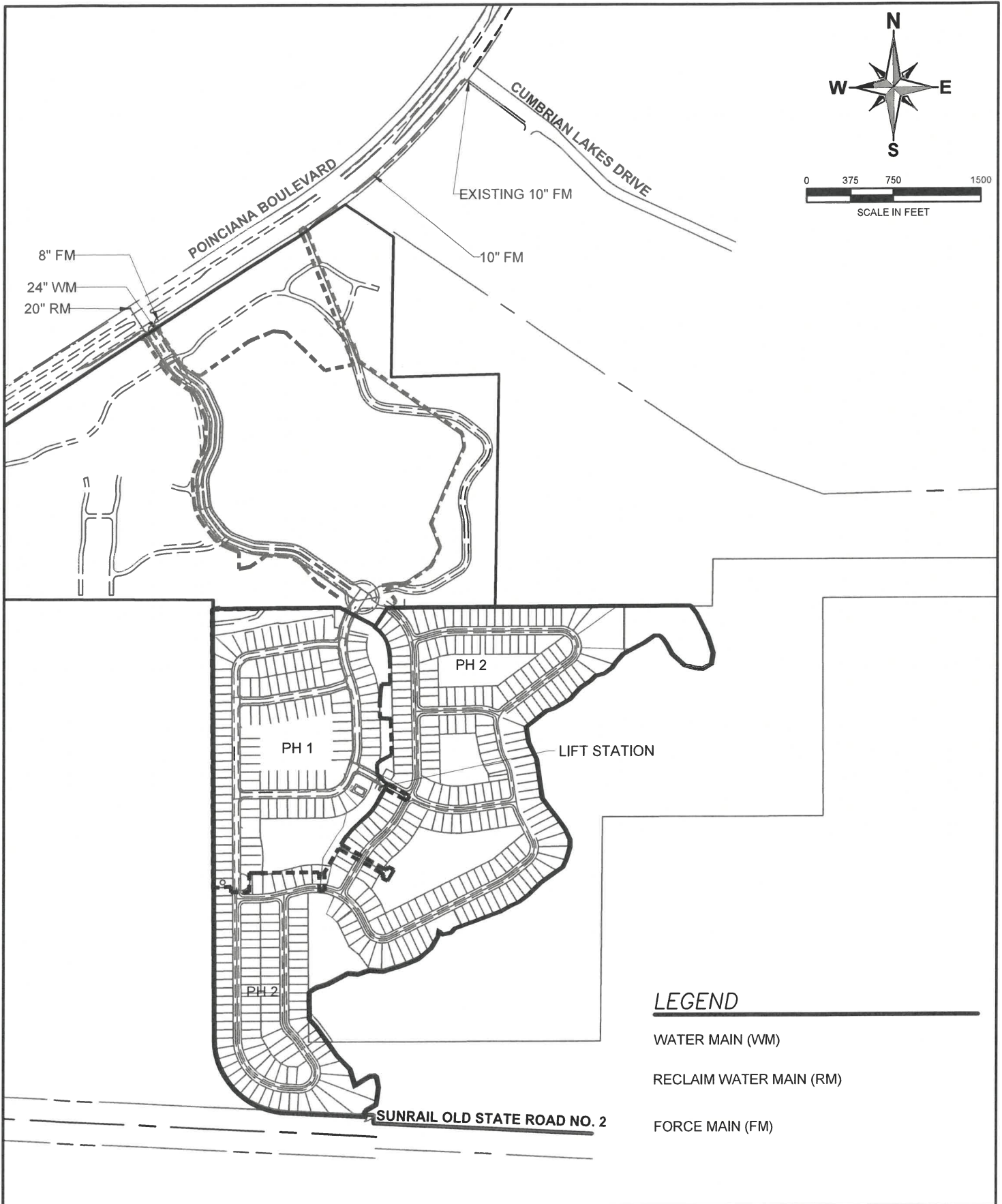
SOUTH 40°50'16" WEST A DISTANCE OF 90.30 FEET; (22) THENCE RUN SOUTH 59°45'48" WEST A DISTANCE OF 43.17 FEET; (23) THENCE RUN SOUTH 59°57'04" WEST A DISTANCE OF 68.22 FEET; (24) THENCE RUN SOUTH 74°03'57" WEST A DISTANCE OF 45.25 FEET; (25) THENCE RUN SOUTH 51°01'53" WEST A DISTANCE OF 83.94 FEET; (26) THENCE RUN SOUTH 53°38'15" WEST A DISTANCE OF 73.33 FEET; (27) THENCE RUN SOUTH 09°47'32" EAST A DISTANCE OF 91.38 FEET; (28) THENCE RUN SOUTH 26°35'11" EAST A DISTANCE OF 111.11 FEET; (29) THENCE RUN SOUTH 08°09'24" EAST A DISTANCE OF 146.02 FEET; (30) THENCE RUN SOUTH 08°58'55" EAST A DISTANCE OF 91.41 FEET; (31) THENCE RUN SOUTH 36°03'09" EAST A DISTANCE OF 64.65 FEET; (32) THENCE RUN SOUTH 37°35'38" EAST A DISTANCE OF 77.96 FEET; (33) THENCE RUN SOUTH 36°16'44" EAST A DISTANCE OF 88.42 FEET; (34) THENCE RUN SOUTH 24°47'44" EAST A DISTANCE OF 68.05 FEET; (35) THENCE RUN SOUTH 00°00'06" EAST A DISTANCE OF 47.52 FEET; (36) THENCE RUN SOUTH 17°21'59" WEST A DISTANCE OF 79.67 FEET; (37) THENCE RUN SOUTH 23°58'45" WEST A DISTANCE OF 46.81 FEET; (38) THENCE RUN SOUTH 56°19'51" WEST A DISTANCE OF 68.58 FEET; (39) THENCE RUN SOUTH 53°09'07" WEST A DISTANCE OF 95.09 FEET; (40) THENCE RUN SOUTH 46°52'13" WEST A DISTANCE OF 104.27 FEET; (41) THENCE RUN SOUTH 53°09'07" WEST A DISTANCE OF 71.32 FEET; (42) THENCE RUN SOUTH 66°03'15" WEST A DISTANCE OF 46.84 FEET; (43) THENCE RUN SOUTH 59°45'48" WEST A DISTANCE OF 66.06 FEET; (44) THENCE RUN SOUTH 69°27'30" WEST A DISTANCE OF 162.53 FEET; (45) THENCE RUN SOUTH 70°21'36" WEST A DISTANCE OF 141.40 FEET; (46) THENCE RUN SOUTH 39°39'01" WEST A DISTANCE OF 30.64 FEET; (47) THENCE RUN SOUTH 77°58'40" WEST A DISTANCE OF 50.14 FEET; (48) THENCE RUN NORTH 50°55'55" WEST A DISTANCE OF 33.14 FEET; (49) THENCE RUN SOUTH 09°28'07" WEST A DISTANCE OF 34.20 FEET; (50) THENCE RUN SOUTH 30°23'56" WEST A DISTANCE OF 81.02 FEET; (51) THENCE RUN SOUTH 60°00'34" WEST A DISTANCE OF 107.67 FEET; (52) THENCE RUN SOUTH 68°37'35" WEST A DISTANCE OF 103.60 FEET; (53) THENCE RUN SOUTH 73°03'33" WEST A DISTANCE OF 111.23 FEET; (54) THENCE RUN NORTH 85°31'15" WEST A DISTANCE 82.25 FEET; (55) THENCE RUN SOUTH 71°10'30" WEST A DISTANCE OF 72.20 FEET; (56) THENCE RUN NORTH 86°08'22" WEST A DISTANCE OF 59.63 FEET; (57) THENCE RUN SOUTH 62°31'10" WEST A DISTANCE OF 142.63 FEET; (58) THENCE RUN SOUTH 72°11'37" WEST A DISTANCE OF 66.88 FEET; (59) THENCE RUN SOUTH 58°38'04" WEST A DISTANCE OF 46.37 FEET; (60) THENCE RUN SOUTH 00°23'32" EAST A DISTANCE OF 157.48 FEET; (61) THENCE RUN SOUTH 41°45'50" EAST A DISTANCE OF 62.70 FEET; (62) THENCE RUN SOUTH 35°01'18" EAST A DISTANCE OF 211.27 FEET; (63) THENCE RUN SOUTH 43°50'51" EAST A DISTANCE OF 112.87 FEET; (64) THENCE RUN SOUTH 16°03'03" EAST A DISTANCE OF 104.34 FEET; (65) THENCE RUN NORTH 57°49'44" EAST A DISTANCE OF 105.16 FEET; (66) THENCE RUN NORTH 87°11'13" EAST A DISTANCE OF 37.98 FEET; (67) THENCE RUN SOUTH 10°59'14" EAST A DISTANCE OF 65.91 FEET; (68) THENCE RUN SOUTH 07°50'25" WEST A DISTANCE OF 109.61 FEET; (69) THENCE RUN SOUTH 59°40'41" WEST A DISTANCE OF 74.76 FEET; (70) THENCE RUN SOUTH 00°13'34" WEST A DISTANCE OF 31.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 87°08'54" WEST A DISTANCE OF 490.73 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 285, PAGE 175, SAID POINT ALSO BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, A CENTRAL ANGLE OF 82°58'06", AND A CHORD DISTANCE OF 600.60 FEET WITH A CHORD BEARING OF NORTH 41°50'41" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 656.47 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE ALONG SAID TANGENT LINE RUN NORTH 00°21'38" WEST A DISTANCE OF 890.68 FEET RETURNING TO THE POINT OF BEGINNING.

EXHIBIT 4

**MAP OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT
SHOWING ANY CURRENT MAJOR TRUNK WATER MAINS, SEWER
INTERCEPTORS AND/OR OUTFALLS**

[ATTACHED]

L:\50000-60000-Orlando Projects\53509 Lennar Homes, LLC\Kightbridge CDD Petition\ENR\01 CDD Petition\1 DWG\1 Preliminary\Exhibit 3 Existing Utility Map.dwg (11x8.5) HennixM Feb 17, 2022 - 10:33am



LEGEND

- WATER MAIN (WM)
- RECLAIM WATER MAIN (RM)
- FORCE MAIN (FM)



HAMILTON
ENGINEERING & SURVEYING, LLC.

3409 W. LEMON ST.
TAMPA, FL 33609
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www.HamiltonEngineering.US

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.5929

EXISTING UTILITIES MAP KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
35,36-25S-28E	53509.0019	HM	02/11/2022	3

EXHIBIT 5

**PROPOSED TIMETABLE AND COSTS FOR CONSTRUCTION
OF DISTRICT FACILITIES AND SERVICES**

[ATTACHED]

**Knightsbridge Community Development District
Engineer's Estimate of Probable Cost**

Estimate of Total Probable Costs				
Item	Description	Phase 1 2022-2023	Phase 2 2023-2025	Total Estimated Budget
1	Earthwork, Stormwater Management Ponds & Erosion Control	\$555,400	\$1,314,000	\$1,869,400
2	CDD Local Roads	\$1,157,000	\$2,562,500	\$3,719,500
3	Storm Drainage	\$1,333,500	\$3,346,200	\$4,679,700
4	Potable Water	\$596,900	\$1,430,000	\$2,026,900
5	Sanitary Sewer	\$762,000	\$1,887,600	\$2,649,600
6	Reclaimed Water	\$381,000	\$943,800	\$1,324,800
7	Landscaping, Irrigation, Sod for Ponds	\$180,200	\$72,000	\$252,200
8	Hardscape Features	\$250,000	\$0	\$250,000
9	Offsite Roadway and Utility Improvements	\$2,400,000	\$0	\$2,400,000
10	Prof Fees - Eng Design, Permitting, Surveying, Testing & Inspection	\$317,500	\$715,000	\$1,032,500
11	Water and Sewer Utility Connection and Impact Fees	\$744,855	\$1,677,390	\$2,422,245
12	Clubhouse and Recreation Amenity	\$0	\$0	\$0
	Sub-Total	\$8,678,355	\$13,948,490	\$22,626,845
	Contingency	\$867,835	\$1,394,849	\$2,262,684
	Total	\$9,546,190	\$15,343,339	\$24,889,529

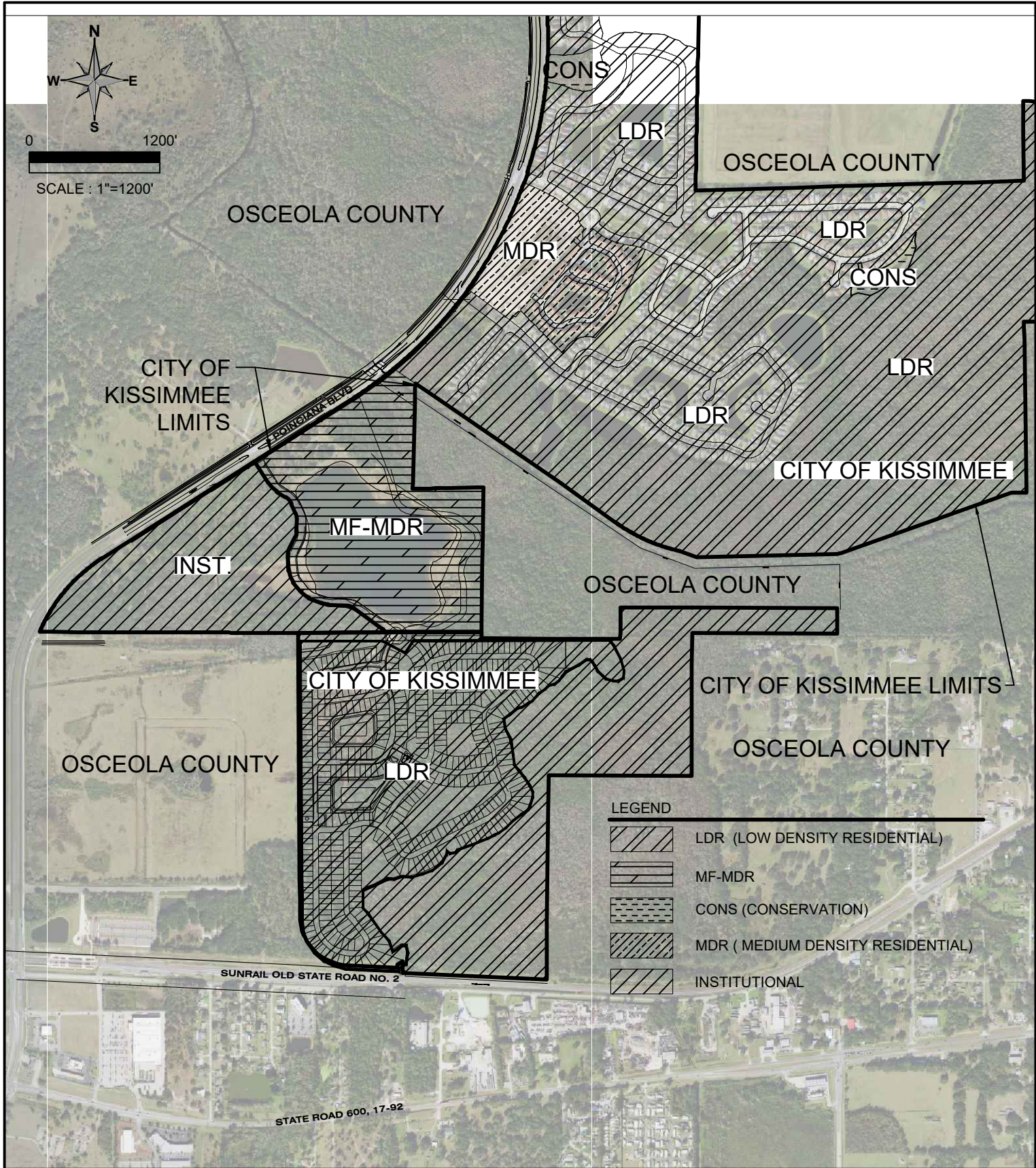
This estimate of probable cost is based on construction plans and current construction costs for similar work in Osceola County.

Due to material cost fluctuations and differences in contractor bids at the time the project may be constructed, the final cost may be more or less than this estimate. Changes in the scope of work or final construction plans may also result in changes to the estimated construction cost.

EXHIBIT 6

**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT
OF PUBLIC AND PRIVATE USES WITHIN THE DISTRICT**

[ATTACHED]



L:\53509 Lemnar Homes, LLC\Knightsbridge CDD Petition\ENGR\01 CDD Petition\1 DWG\Gis\Preliminary\Exhibit 8 Land Use Map.dwg (11x8.5) JdrinV Jun 23, 2022 - 1:22pm



HAMILTON
ENGINEERING & SURVEYING, LLC.

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FUTURE LAND USE MAP KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE

35,36-25S-28E

JOB NUMBER

53509.0019

DRAWN BY

HM

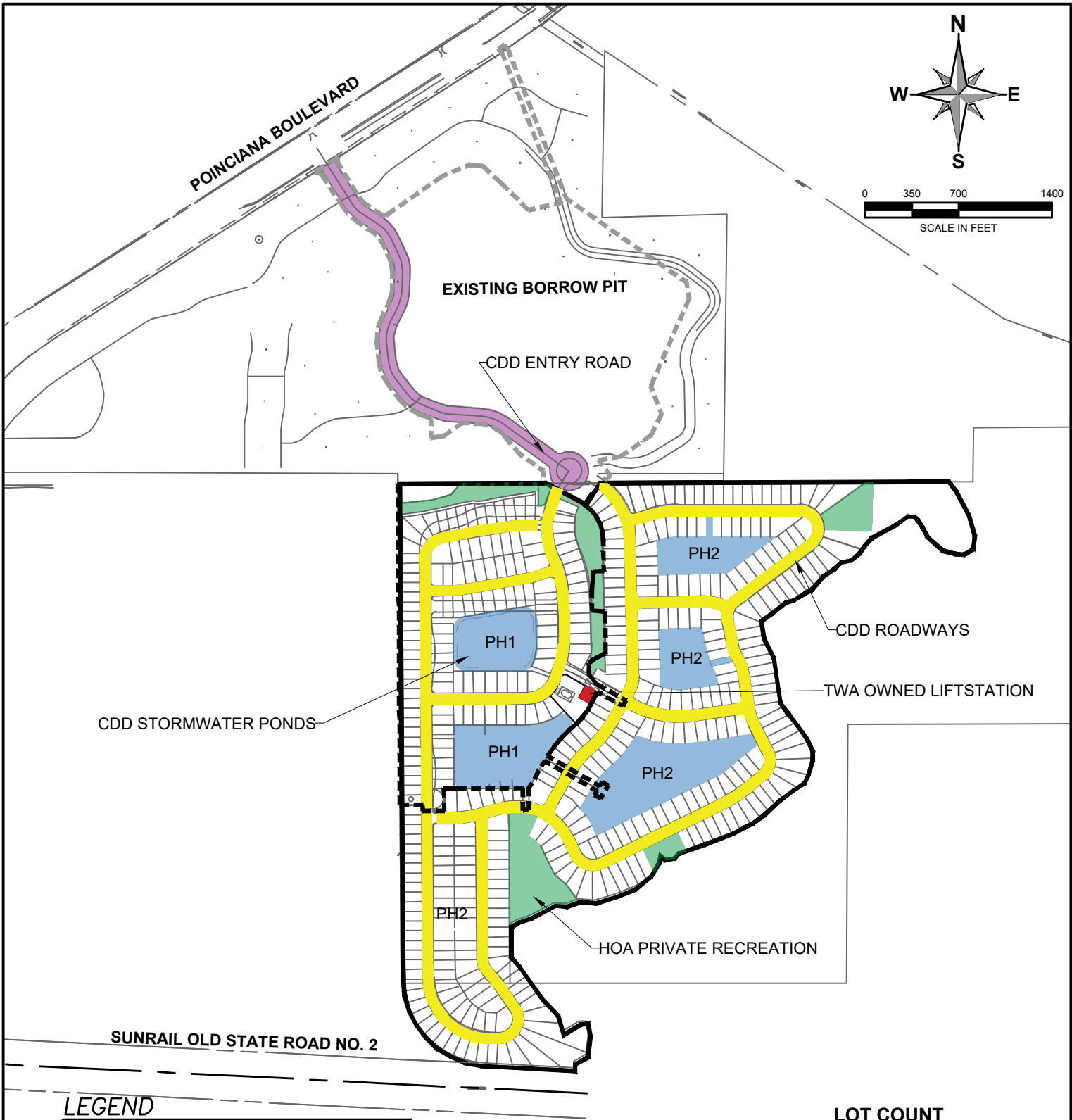
DATE

06/23/2022

EXHIBIT

8

L:\53509 Lennar Homes, LLC\Kightsbridge CDD Petition\ENGR\01 CDD Petition\DWGs\Preliminary\Exhibit 8a Site Plan.dwg (EXHIBIT 5 DEVELOPMENT PLAN) JohnV Jul 06, 2022 - 2:15pm



LEGEND

- CDD - ENTRY ROAD
- CDD - STORMWATER PONDS
- CDD - ROADWAYS
- HOA - PRIVATE RECREATION
- TWA - LIFTSTATION

LOT COUNT

PHASE 1	127 UNITS
PHASE 2	202 UNITS
TOTAL	419 UNITS



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ORLANDO, FL 32803
TEL: 407.362.5929

SEC TWP RGE
35,36-25S-28E

JOB NUMBER
53509.0019

DRAWN BY
HM

DATE
02/11/2022

EXHIBIT
8A

SITE PLAN KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS

[ATTACHED]

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Knightsbridge Community Development District** (the “District”). The proposed District comprises approximately 114.62 acres of land located within the City of Kissimmee, Florida (hereafter “City”). The project is planned for approximately 419 residential units developed in two phases. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Knightsbridge Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 114.62 acres.

The Development plan for the proposed lands within the District includes approximately 419 residential units. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule¹ directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through

¹ For the purposes of this SERC, the term “agency” means the City, the term “state” or “State” means State of Florida and the term “rule” means the ordinance(s) which the City would enact in connection with the creation of the District.

Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District is a community designed for approximately 419 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the owners of land within the proposed boundaries will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit such reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida's Department of Economic Opportunity, which offsets such costs.

City of Kissimmee

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to establish a CDD.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide

to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State or the City. In accordance with State law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the potable water, sanitary sewer and reclaimed utility systems; master stormwater system; onsite roads; landscape and irrigation improvements; hardscape features; and offsite utility and roadway improvements may be financed by the District.

Table 1.
Knightsbridge CDD Proposed Facilities and Services

<u>Infrastructure</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Estimated Costs</u>
Master Stormwater System	\$1,888,900	\$4,660,200	\$6,549,100
Onsite Roads	\$1,157,000	\$2,562,500	\$3,719,500
Potable Water Distribution System	\$596,900	\$1,430,000	\$2,026,900
Sanitary Sewer Collection System	\$762,000	\$1,887,600	\$2,649,600
Reclaimed Water Distribution System	\$381,000	\$943,800	\$1,324,800
Landscape and Irrigation	\$180,200	\$72,000	\$252,200
Hardscape Features	\$250,000	\$0	\$250,000
Offsite Improvements	\$2,400,000	\$0	\$2,400,000
Professional Fees	\$317,500	\$715,000	\$1,032,500
Impact Fees	\$744,855	\$1,677,390	\$2,422,245
Contingency	\$867,835	\$1,394,849	\$2,262,684
Total	\$9,546,190	\$15,343,339	\$24,889,529

Key: County = Osceola; CDD = Knightsbridge CDD; and TOHO = Toho Water Authority

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$24,889,529. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

<u>District Infrastructure</u>	<u>Finance</u>	<u>Ownership</u>	<u>O&M</u>
Master Stormwater System	CDD	CDD	CDD
Onsite Roads	CDD	CDD	CDD
Potable Water Distribution System	CDD	TOHO	TOHO
Sanitary Sewer Collection System	CDD	TOHO	TOHO
Reclaimed Water Distribution System	CDD	TOHO	TOHO
Landscape and Irrigation	CDD	CDD	CDD
Hardscape Features	CDD	CDD	CDD
Offsite Improvements	CDD	County/TOHO	County/TOHO

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the District has the ability to maintain infrastructure better than a Homeowners' Association because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Kissimmee has an estimated un-incarcerated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statutes.

Osceola County has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a "small county" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section

120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

July 6, 2022

EXHIBIT 8

**ORDINANCE ESTBALISHING THE KNIGHTSBRIDGE COMMUNITY
DEVELOPMNET DISTRICT**

[ATTACHED]

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA, ESTABLISHING THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 114.62 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD MEMBERS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS AND POWERS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lennar Homes, LLC, a Florida limited liability company, has petitioned the Board of City Commissioners ("Board") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** ("District"); and

WHEREAS, the Board of City Commissioners, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct. A copy of the Petition to Establish is attached to, and made a part of, this Ordinance.
2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the Kissimmee Growth Management Plan, or the State Comprehensive Plan.
3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community. The legal description of the Knightsbridge Community Development District is attached to, and made a part of, this Ordinance.
4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. The area that will be served by the District is amenable to separate special-district government.

WHEREAS, it is the policy of this State, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA that:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

The Knightsbridge Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors:

Rob Bonin

6675 Westwood Boulevard, Suite 500,
Orlando, Florida 32821

Adam Morgan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Logan Lantrip	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Harry Kaplan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Steve Greene	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821

SECTION FOUR: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Knightsbridge Community Development District."

SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The Knightsbridge Community Development District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SIX: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the Knightsbridge Community Development District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The City Commission hereby consents to the exercise by the Board of Supervisors of the District of special powers set forth in Sections 190.012(2)(a), 190.012(2)(d), and 190.012(2)(f), Florida Statutes, to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION SEVEN: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of the City of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION EIGHT: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article" or any other appropriate word.

SECTION NINE: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of City Commissioners of Kissimmee, Florida, this ____ day of _____, 2022.

ATTEST:

**BOARD OF CITY COMMISSIONERS
KISSIMMEE, FLORIDA**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Mayor

Approved as to form and legality:
City Attorney

By: _____

Exhibit "A"

Legal Description of the Knightsbridge Community Development District

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 88°48'24" EAST A DISTANCE OF 753.87 FEET; THENCE SOUTH 62°08'48" EAST A DISTANCE OF 238.27 FEET; THENCE NORTH 34°11'40" EAST, A DISTANCE OF 115.03 FEET; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 25.38 FEET; THENCE NORTH 89°48'21" EAST, A DISTANCE OF 1804.32 FEET; THENCE SOUTH 37°56'07" EAST, A DISTANCE OF 61.89 FEET; THENCE SOUTH 27°08'34" EAST, A DISTANCE OF 143.07 FEET; THENCE SOUTH 16°24'18" EAST, A DISTANCE OF 110.06 FEET; THENCE SOUTH 07°48'12" WEST, A DISTANCE OF 68.95 FEET; THENCE SOUTH 59°03'22" WEST, A DISTANCE OF 64.32 FEET; THENCE NORTH 85°55'10" WEST, A DISTANCE OF 43.62 FEET; THENCE NORTH 74°45'52" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 47°30'56" WEST, A DISTANCE OF 101.15 FEET; THENCE NORTH 27°55'09" WEST, A DISTANCE OF 69.74 FEET; THENCE NORTH 33°42'52" WEST, A DISTANCE OF 44.80 FEET; THENCE NORTH 45°01'34" WEST, A DISTANCE OF 26.36 FEET; THENCE SOUTH 89°59'54" WEST, A DISTANCE OF 34.19 FEET; THENCE SOUTH 53°52'22" WEST, A DISTANCE OF 77.65 FEET; THENCE SOUTH 81°55'24" WEST, A DISTANCE OF 140.25 FEET; THENCE SOUTH 40°37'26" WEST, A DISTANCE OF 67.28 FEET; THENCE SOUTH 33°42'40" WEST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 51°51'54" WEST, A DISTANCE OF 65.32 FEET; THENCE SOUTH 76°48'08" WEST, A DISTANCE OF 54.27 FEET; THENCE SOUTH 45°01'22" WEST, A DISTANCE OF 43.93 FEET; THENCE SOUTH 55°38'27" WEST, A DISTANCE OF 71.53 FEET; THENCE SOUTH 40°50'16" WEST, A DISTANCE OF 60.30 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 43.17 FEET; THENCE SOUTH 59°57'04" WEST, A DISTANCE OF 68.22 FEET; THENCE SOUTH 74°03'57" WEST, A DISTANCE OF 45.25 FEET; THENCE SOUTH 51°01'53" WEST, A DISTANCE OF 83.94 FEET; THENCE SOUTH 53°38'15" WEST, A DISTANCE OF 73.33 FEET; THENCE SOUTH 09°47'32" EAST, A DISTANCE OF 91.38 FEET; THENCE SOUTH 28°35'11" EAST, A DISTANCE OF 111.11 FEET; THENCE SOUTH 08°09'24" EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 08°58'55" EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 38°03'09" EAST, A DISTANCE OF 84.65 FEET; THENCE SOUTH 37°35'38" EAST, A DISTANCE OF 77.96 FEET; THENCE SOUTH 36°16'44" EAST, A DISTANCE OF 88.42 FEET; THENCE SOUTH 24°47'44" EAST, A DISTANCE OF 68.05 FEET; THENCE SOUTH 00°00'06" EAST, A DISTANCE OF 47.62 FEET; THENCE SOUTH 17°21'59" WEST, A DISTANCE OF 79.67 FEET; SOUTH 23°58'45" WEST, A DISTANCE OF 48.81 FEET; THENCE SOUTH 56°19'51" WEST, A DISTANCE OF 68.58 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 95.09 FEET; THENCE SOUTH 46°52'13" WEST, A DISTANCE OF 104.27 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 71.32 FEET; THENCE SOUTH 66°03'15" WEST, A DISTANCE OF 48.84 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 69°27'30" WEST, A DISTANCE OF 162.53 FEET; THENCE SOUTH 70°21'36" WEST, A DISTANCE OF 141.40 FEET; THENCE SOUTH 39°39'01" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 77°58'40" WEST, A DISTANCE OF 50.14 FEET; THENCE NORTH 50°55'55" WEST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 09°28'07" WEST, A DISTANCE OF 34.20 FEET; THENCE SOUTH 30°23'56" WEST, A DISTANCE OF 81.02 FEET; THENCE SOUTH 60°00'34" WEST, A DISTANCE OF 107.67 FEET; THENCE SOUTH 68°37'35" WEST, A DISTANCE OF 103.60 FEET; THENCE SOUTH 73°03'33" WEST, A DISTANCE OF 111.23 FEET; THENCE NORTH 85°31'15" WEST, A DISTANCE OF 92.25 FEET; THENCE SOUTH 71°10'30" WEST, A DISTANCE OF 72.20 FEET; THENCE NORTH 86°08'22" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 62°31'10" WEST, A DISTANCE OF 142.63 FEET; THENCE SOUTH 72°11'37" WEST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 58°38'04" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 00°23'32" EAST, A DISTANCE OF 157.48 FEET; THENCE SOUTH 41°45'05" EAST, A DISTANCE OF 62.70 FEET; THENCE SOUTH 35°01'18" EAST, A DISTANCE OF 211.27 FEET; THENCE SOUTH 43°50'51" EAST, A DISTANCE OF 112.87 FEET; THENCE SOUTH 16°03'03" EAST, A DISTANCE OF 104.34 FEET; THENCE NORTH 57°49'44" EAST, A DISTANCE OF 105.16 FEET; THENCE NORTH 87°11'13" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 10°50'14" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 07°50'25" WEST, A DISTANCE OF 109.81 FEET; THENCE SOUTH 59°40'41" WEST, A DISTANCE OF 74.76 FEET; THENCE SOUTH 60°13'34" WEST, A DISTANCE OF 31.51 FEET; THENCE NORTH 87°08'54" WEST, A DISTANCE OF 459.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, CHORD BEARING OF NORTH 43°46'14" WEST AND A CHORD LENGTH OF 622.71 FEET; THENCE RUN ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°45'19" FOR A DISTANCE OF 688.43 FEET TO THE POINT OF TANGENCY AND A POINT ON SAID EAST LINE OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B; THENCE RUN NORTH 00°23'35" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2551.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 114.62 ACRES MORE OR LESS.



2000 N. UNIVERSITY BLVD
TAMPA, FL 33606
TEL: 813.288.2800

OFFICE: 408.4001
www.hamiltoneng.com

1700 UNIVERSITY BLVD
JACKSONVILLE, FL 32218
TEL: 904.250.2000

LEGAL DESCRIPTION

KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SECTION	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
35,36-25S-28E	53509.0019	HM	02/11/2022	4

PROPOSED ORDINANCE NO. 22-15

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA, ESTABLISHING THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 114.62 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD MEMBERS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS AND POWERS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lennar Homes, LLC, a Florida limited liability company, has petitioned the Board of City Commissioners ("Board") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** ("District"); and

WHEREAS, the Board of City Commissioners, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct. A copy of the Petition to Establish is attached to, and made a part of, this Ordinance.
2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the Kissimmee Growth Management Plan, or the State Comprehensive Plan.
3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community. The legal description of the Knightsbridge Community Development District is attached to, and made a part of, this Ordinance.
4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. The area that will be served by the District is amenable to separate special-district government.

WHEREAS, it is the policy of this State, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA that:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

The Knightsbridge Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors:

Rob Bonin

6675 Westwood Boulevard, Suite 500,
Orlando, Florida 32821

Adam Morgan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Logan Lantrip	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Harry Kaplan	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821
Steve Greene	6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821

SECTION FOUR: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Knightsbridge Community Development District."

SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The Knightsbridge Community Development District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SIX: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the Knightsbridge Community Development District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The City Commission hereby consents to the exercise by the Board of Supervisors of the District of special powers set forth in Sections 190.012(2)(a), 190.012(2)(d), and 190.012(2)(f), Florida Statutes, to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION SEVEN: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of the City of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION EIGHT: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article" or any other appropriate word.

SECTION NINE: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State. 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:

PASSED AND DULY ADOPTED by the Board of City Commissioners of Kissimmee, Florida, this _____ day of _____, 2022.

ATTEST:

**BOARD OF CITY COMMISSIONERS
KISSIMMEE, FLORIDA**

By: _____
City Clerk

By: _____
Mayor-Commissioner

Approved as to form and legality:
City Attorney

By: _____

Exhibit "A"

Legal Description of the Knightsbridge Community Development District

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST A DISTANCE OF 753.97 FEET; THENCE SOUTH 62°09'48" EAST A DISTANCE OF 238.27 FEET; THENCE NORTH 34°11'40" EAST, A DISTANCE OF 115.03 FEET; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 25.38 FEET; THENCE NORTH 89°48'21" EAST, A DISTANCE OF 1804.32 FEET; THENCE SOUTH 37°56'07" EAST, A DISTANCE OF 61.89 FEET; THENCE SOUTH 27°08'34" EAST, A DISTANCE OF 143.07 FEET; THENCE SOUTH 16°24'16" EAST, A DISTANCE OF 110.06 FEET; THENCE SOUTH 07°46'12" WEST, A DISTANCE OF 68.95 FEET; THENCE SOUTH 59°03'22" WEST, A DISTANCE OF 54.32 FEET; THENCE NORTH 85°55'10" WEST, A DISTANCE OF 43.62 FEET; THENCE NORTH 74°45'52" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 47°30'56" WEST, A DISTANCE OF 101.15 FEET; THENCE NORTH 27°55'09" WEST, A DISTANCE OF 59.74 FEET; THENCE NORTH 33°42'52" WEST, A DISTANCE OF 44.80 FEET; THENCE NORTH 45°01'34" WEST, A DISTANCE OF 26.36 FEET; THENCE SOUTH 89°59'54" WEST, A DISTANCE OF 34.19 FEET; THENCE SOUTH 53°52'22" WEST, A DISTANCE OF 77.65 FEET; THENCE SOUTH 61°55'24" WEST, A DISTANCE OF 140.25 FEET; THENCE SOUTH 40°37'26" WEST, A DISTANCE OF 57.28 FEET; THENCE SOUTH 33°42'40" WEST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 51°51'54" WEST, A DISTANCE OF 55.32 FEET; THENCE SOUTH 76°46'08" WEST, A DISTANCE OF 54.27 FEET; THENCE SOUTH 45°01'22" WEST, A DISTANCE OF 43.93 FEET; THENCE SOUTH 55°38'27" WEST, A DISTANCE OF 71.53 FEET; THENCE SOUTH 40°50'16" WEST, A DISTANCE OF 90.30 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 43.17 FEET; THENCE SOUTH 59°57'04" WEST, A DISTANCE OF 68.22 FEET; THENCE SOUTH 74°03'57" WEST, A DISTANCE OF 45.25 FEET; THENCE SOUTH 51°01'53" WEST, A DISTANCE OF 83.94 FEET; THENCE SOUTH 53°38'15" WEST, A DISTANCE OF 73.33 FEET; THENCE SOUTH 09°47'32" EAST, A DISTANCE OF 91.38 FEET; THENCE SOUTH 26°35'11" EAST, A DISTANCE OF 111.11 FEET; THENCE SOUTH 08°09'24" EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 08°58'55" EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 36°03'09" EAST, A DISTANCE OF 64.65 FEET; THENCE SOUTH 37°35'38" EAST, A DISTANCE OF 77.96 FEET; THENCE SOUTH 36°16'44" EAST, A DISTANCE OF 88.42 FEET; THENCE SOUTH 24°47'44" EAST, A DISTANCE OF 68.05 FEET; THENCE SOUTH 00°00'06" EAST, A DISTANCE OF 47.52 FEET; THENCE SOUTH 17°21'59" WEST, A DISTANCE OF 79.87 FEET; SOUTH 23°58'45" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 56°19'51" WEST, A DISTANCE OF 68.58 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 95.09 FEET; THENCE SOUTH 46°52'13" WEST, A DISTANCE OF 104.27 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 71.32 FEET; THENCE SOUTH 66°03'15" WEST, A DISTANCE OF 46.84 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 69°27'30" WEST, A DISTANCE OF 162.53 FEET; THENCE SOUTH 70°21'36" WEST, A DISTANCE OF 141.40 FEET; THENCE SOUTH 39°39'01" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 77°58'40" WEST, A DISTANCE OF 50.14 FEET; THENCE NORTH 50°55'55" WEST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 09°28'07" WEST, A DISTANCE OF 34.20 FEET; THENCE SOUTH 30°23'56" WEST, A DISTANCE OF 81.02 FEET; THENCE SOUTH 60°00'34" WEST, A DISTANCE OF 107.67 FEET; THENCE SOUTH 68°37'35" WEST, A DISTANCE OF 103.60 FEET; THENCE SOUTH 73°03'33" WEST, A DISTANCE OF 111.23 FEET; THENCE NORTH 85°31'15" WEST, A DISTANCE OF 82.25 FEET; THENCE SOUTH 71°10'30" WEST, A DISTANCE OF 72.20 FEET; THENCE NORTH 66°08'22" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 62°31'10" WEST, A DISTANCE OF 142.63 FEET; THENCE SOUTH 72°11'37" WEST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 58°38'04" WEST, A DISTANCE OF 46.37 FEET; THENCE SOUTH 00°23'32" EAST, A DISTANCE OF 157.48 FEET; THENCE SOUTH 41°45'05" EAST, A DISTANCE OF 62.70 FEET; THENCE SOUTH 35°01'18" EAST, A DISTANCE OF 211.27 FEET; THENCE SOUTH 43°50'51" EAST, A DISTANCE OF 112.87 FEET; THENCE SOUTH 16°03'03" EAST, A DISTANCE OF 104.34 FEET; THENCE NORTH 57°49'44" EAST, A DISTANCE OF 105.16 FEET; THENCE NORTH 87°11'13" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 10°59'14" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 07°50'25" WEST, A DISTANCE OF 109.61 FEET; THENCE SOUTH 59°40'41" WEST, A DISTANCE OF 74.76 FEET; THENCE SOUTH 00°13'34" WEST, A DISTANCE OF 31.51 FEET; THENCE NORTH 87°08'54" WEST, A DISTANCE OF 459.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, CHORD BEARING OF NORTH 43°46'14" WEST AND A CHORD LENGTH OF 622.71 FEET; THENCE RUN ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°45'19" FOR A DISTANCE OF 686.43 FEET TO THE POINT OF TANGENCY AND A POINT ON SAID EAST LINE OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B; THENCE RUN NORTH 00°23'35" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2551.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 114.62 ACRES MORE OR LESS.



300 W LUNCH ST
TAMPA, FL 33606
TEL: 813.255.2028

LAKEVIEW, GA 31516
www.hamilton-engineering.com

775 HUNTERS LANE
ORLANDO, FL 32803
TEL: 407.363.5655

LEGAL DESCRIPTION KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE

35,36-25S-28E

JOB NUMBER

53509.0019

DRAWN BY

HM

DATE

02/11/2022

EXHIBIT

4

TESTIMONY OF GEORGE FLINT (DISTRICT MANAGER)
FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, this day personally appeared **GEORGE S. FLINT**, who, after being duly sworn, upon his oath, deposes and says:

1. Please state your name and business address.

My name is George Flint. My business address is 219 East Livingston Street, Orlando, Florida 32801.

2. By whom are you employed and in what capacity?

I am a Vice President with Governmental Management Services – Central Florida, LLC (“GMS”) and serve as the district manager and assessment consultant for community development districts (“CDDs”).

3. And what is the nature of your firm’s business?

GMS provides management consulting services to CDDs and the real estate industry, including general management, accounting, recording secretary, field services and assessment administration. GMS currently serves as the district manager for over one hundred Ninety (190) CDDs in Florida.

4. Do you work for both public and private entities?

GMS primarily works for public entities providing district management services. However, we are retained from time to time by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I have twenty-eight (28) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/ Performance Manager for Alachua County, Florida. In addition, I served as Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County

Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process and water and wastewater utilities.

6. Please describe your educational background.

I have a Bachelor of Arts degree from Princeton University in politics with a focus in economics and a Master of Public Administration from Florida State University with a specialization in public budgeting and finance.

7. Have you previously prepared a Statement of Estimated Regulatory Costs for petitions to establish community development districts?

Yes, I have prepared many, including Statements of Estimated Regulatory Costs for petitions to establish CDDs.

8. Please describe your work with CDDs in Florida.

Through GMS, the clients I serve are both resident-elected and landowner-elected CDDs, depending on the stage in life of the development. I assist the various Boards of Supervisors and residents by managing the accounting, official recordkeeping, and operations and management of the assets acquired or constructed by the District.

9. Where in Florida are the districts with which you have worked?

GMS's central Florida office currently manages approximately ninety (90) districts, the majority of which are in the central Florida area and are located in Orange, Osceola, Lake and Polk counties. I also manage districts in Flagler, Brevard, Leon, Hillsborough, Marion, Pasco, St. Lucie and Sarasota counties.

10. Do you represent CDDs of about the same size as the proposed Knightsbridge Community Development District?

Yes.

11. At this point, I will ask you to address certain matters that relate to CDD management. Please describe the general manner in which a CDD actually operates.

Initially, community development districts are governed by a five-member Board of Supervisors who are each elected by district landowners. The Board retains a district manager who supervises the services, facilities and administrative functions of the CDD, and essentially runs the day-to-day operations and implements many of the actions of the board. Each year, the CDD Board publicly notices and conducts a public hearing for the purpose of adopting a budget. The proposed budget is submitted to the applicable local general-purpose government for review and comment prior to its formal adoption.

- 12. Are there requirements, such as the open meetings, public records and ethics laws, imposed on CDDs in order to safeguard the public that are similar to those imposed upon general purpose local governments?**

Yes, there are.

- 13. Please describe these requirements and safeguards.**

The creation of a CDD does not change any requirements for government approval of any construction within the district. Any land development requirements, and all state and local development regulations, still apply. There must also be disclosure of public financing and the facilities and services being provided by a CDD. The CDD must provide financial reports to the Department of Financial Services in the same form and manner as is required of all other political subdivisions and is annually audited by an independent certified public accountant. Furthermore, under Chapter 286, *Florida Statutes*, all meetings and district records must be open to the public in compliance with “Government in the Sunshine.”

Members of the initial CDD Board of Supervisors must be residents of Florida and citizens of the United States. Board of Supervisors are elected initially on a one acre, one vote basis. By law, after 6 years (and 250 registered voters live in the CDD), the Board of Supervisors begins transitioning to registered voters living in the CDD. At that time, the Supervisors are required to be residents and electors of the district. Board of Supervisor members are required to file annual financial disclosure statements, as is required by other local officials. The CDD budget must be filed with the applicable general-purpose government, and a public hearing must be held prior to its adoption. All fees, rates and charges imposed by the CDD must be adopted in accordance with its rule-making procedures pursuant to Chapter 120, *Florida Statutes*.

When a CDD imposes special or non-ad valorem assessments pursuant to Chapter 170, *Florida Statutes*, it must provide both published and mailed notice to those who are to be assessed. The assessment process includes preparation of a methodology that fairly and equitably allocates the cost of the District’s projects.

- 14. Please describe in general terms how a CDD operates financially, both on a day-to-day and long-term basis.**

Typically, in the first year of a CDD’s existence, most or all of the land is owned by the developer, and expenses are funded by the developer by way of a “funding agreement” between the developer and the District, as opposed to imposing assessments.

In addition to the funding agreement, CDDs have the ability to utilize various financing techniques for financing long-term projects. Bonds are frequently issued by CDDs and must be secured by a trust agreement. For any bonds maturing for a term of more than five years, the CDD must seek circuit court validation of its bonds, in accordance with Chapter 75, *Florida Statutes*. The District also has the ability to borrow funds on either a long- or

short-term basis.

By law, debt of the district cannot become debt of any other government (city, County or state), without that government's consent. The District's debt may be retired through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. The CDD has no ability to assess land outside its boundaries, nor to assess any land owned by another government.

15. Are you familiar with the petition and exhibits filed to establish the Knightsbridge Community Development District?

Yes, I have reviewed the Petition and all of its exhibits. Petition Exhibit 7 is the Statement of Estimated Regulatory Costs ("SERC"); it is a requirement of Chapter 190, *Florida Statutes*, and was prepared by me.

16. To the best of your knowledge, is Exhibit 7 to the petition a true and accurate recitation of the SERC?

Yes.

17. Based on your review of Exhibit 7 to the Petition, are there any updates that need to be made at this time?

No.

18. What exactly is a Statement of Estimated Regulatory Costs?

A Statement of Estimated Regulatory Costs provides the analysis of financial impact of that establishing a community development district and is required by Sections 190.005(2)(a) and 190.005(1)(a)(8), *Florida Statutes*.

Section 120.541(2), *Florida Statutes* specifically provides a list of the necessary elements that a SERC must include: (1) a good faith estimate of the number of individuals and entities likely to be required to comply with, or are affected by, the ordinance; (2) a good faith estimate of the cost to the agency, and any other state or local government entity; (3) an analysis of the transactional costs likely to be incurred by individuals and entities required to comply with the ordinance; (4) impact on small businesses, small cities and small counties; and (5) any additional information that the County might find useful.

The methodology used to create the SERC is consistent with that commonly used by others within the industry. The information comprising the SERC is based on my professional knowledge relative to prior experience working with special districts, and information provided to us by the Petitioner.

19. Please summarize the costs to City of Kissimmee resulting from the establishment of the Knightsbridge Community Development District.

The costs incurred to the City of Kissimmee (the “City”) are minimal at best. The City may incur one-time administrative costs involved with the staff review process associated with the establishment, but those costs will be offset by the required filing fee to be paid to the City by the Petitioner.

Once established, ongoing costs will not be incurred by the City. The Knightsbridge Community Development District (the “District”) will be an independent unit of local government. The only foreseeable cost to the City would be the minimal expense to the City for their optional review of reports required to be submitted by the District. The review of these reports is at the City’s option.

20. Please summarize the costs to the State of Florida resulting from the establishment of the District.

The State will only incur minimal costs once the District is established. The costs are usually the result of administrative review of reports required to be submitted periodically pursuant to Chapters 189 and 190, *Florida Statutes*. The Legislature has adopted a fee of \$175 per year to be paid to the Department of Community Affairs as the agency collecting information about districts. Since the District is designed to be a self-sufficient, special-purpose governmental entity, it is responsible for its own management. No additional burden is placed on the State of Florida once the District has been established, with the exception of reporting requirements previously mentioned.

21. Will the establishment of the proposed District result in costs to local small businesses?

No. Small businesses will not be negatively impacted by the establishment of the District. Small businesses may actually benefit since businesses have the option of becoming competitive bidders of the District’s business.

22. Will the establishment of the proposed District have a negative impact on state or local revenues?

No. The District will have its own source of revenue and no state or local subsidies are required or expected. In addition, establishment of the District should have no negative impact on state or local revenues because the District will be an independent unit of local government, and debts of the District will be strictly its own responsibility.

23. Based on your training and experience in the financial aspect of community development districts, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.

24. What is that opinion?

In my opinion, based on my experience with other districts, the proposed District is expected to be financially viable and feasible.

25. Based on your training and experience, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as a functional interrelated community?

Yes, I do.

26. What is your opinion?

It is my opinion that the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community.

27. What is the basis for your opinion?

Functional interrelation means that each community purpose has a mutual reinforcement relationship to one another. Each function must therefore be planned to contribute to the development of the larger community. This requires a long-range plan that can evaluate the future needs of a community as it relates to needed facilities and services, such as roads, drainage, water, sewer, lighting, etc. Each function must in turn have a management capability, funding source and comprehension of the community needs and ability to handle growth. The District, will be able to meet the requirements to be a functionally interrelated community because it is of sufficient size (approximately 114.62 acres of land), is sufficiently compact and sufficiently contiguous, as depicted in the Petition.

28. Do you have an opinion as to whether the proposed District is the best alternative available for providing the proposed community development services and facilities to the areas to be served?

Yes, I do.

29. What is your opinion?

My opinion is that the proposed District is the best alternative available to provide the proposed community development services and facilities to the lands which can be paid for by the District itself.

30. What is the basis for your opinion?

From an economic perspective, the District is the best alternative because establishment of the District would result in the lowest cost to landowners and to homeowners as compared to other alternatives. The Petitioner proposes to establish the District to construct certain public infrastructure and community facilities which will be needed by the property owners

and residents of the District. Establishment of the District will allow the community development process to take care of its own needs by restricting costs to those who benefit from the services provided. Non-ad valorem or special assessments on the property within the District are expected to be used to repay any debt that is incurred. Expenses for operations and maintenance are expected to be paid through maintenance assessments, which assures that the District will be maintained at the sustained level of quality desired by its residents.

The use of non-ad valorem and maintenance assessments or user fees ensures that the property receiving the benefit of district services is the same property to pay for those services.

There are no effective alternatives to provide for such financing structures, although the general-purpose local government could finance the improvements utilizing special assessments or general funds, or the developer could provide the infrastructure through private means, including private financing, if available, but this is generally more expensive. A homeowner's association ("HOA") could be used to provide for the facilities; however, the HOA does not have the ability to finance the facilities, and lacks the legal backing to effectively enforce assessments. In addition, the developer would not be able to provide long-term maintenance of any of the facilities other than through the HOA.

Specifically, although both CDDs and HOAs are permitted to oversee the operation and maintenance for stormwater management systems, mitigation areas, and conservation areas, the South Florida Water Management District ("SFWMD") takes the position that a CDD is the preferred unit because it is a perpetual local government unit that by law has the requisite assessment authority, and is only required to provide a letter to the SFWMD that it will accept responsibility for operation and maintenance. Contrarily, an HOA must submit more documentation and proof that it has the legal, financial, and administrative capabilities to provide for the long-term maintenance of the facility. An HOA must also submit documentation that it has the power to levy taxes, has the authority and responsibility to operate and maintain the system, and may be precluded from dissolving until another entity acceptable to the SFWMD can be found to operate the system. Therefore, none of these alternatives are preferable concepts.

31. Will the services and facilities to be provided by the District be incompatible with the uses and existing local and regional facilities and services?

My opinion is that the services and facilities proposed to be provided by the District are not incompatible with the uses and existing local and regional facilities and services. Any services required of the proposed District are necessary to support new growth in the City; however, none of the proposed facilities and services currently exists.

32. Do you have an opinion as to whether the area that will be served by the District is amenable to separate special district government?

Yes.

33. What is your opinion?

It is my opinion that the areas to be included within the proposed District are amenable to being served by a separate special district government. Because the area within the proposed District is of sufficient size, compactness and contiguity, and is economically viable, the area to be served by the proposed District is clearly amenable to separate special district governance.

34. What is the basis for your opinion?

There are two criteria to be reviewed when determining if a District is amenable to separate special district government: First, does the land area have a need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Second, is the land area of sufficient size, sufficient compactness and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the District covers a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the District. As described in the Petition for Establishment, the District will construct and maintain certain identified needed facilities and services. Some improvements may be constructed by the proposed CDD and ultimately maintained by the City or a utility. Based on my professional experience in district management, districts of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. However, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the County has the option under Section 190.046(4), *Florida Statutes*, to effectively take over the functions of any CDD.

35. In general, what financing methods does Petitioner propose that the proposed District use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance certain services and improvements through the issuance of tax-exempt bonds. The debt issued by the proposed District is expected to be retired from “non-ad valorem” or “special” assessments on benefitted property within the proposed District. Ongoing maintenance and operational activities are expected to be funded by maintenance assessments. At present, the Petitioner expects that the proposed District may issue long-term bonds or other permitted debt instruments that will pay a portion of the cost of these facilities. Any facilities not financed with a bond issue will be funded by the developer and/or with conventional bank financing.

36. Who will be responsible for paying the proposed District’s assessments?

Only those property owners, including any current landowners, within the proposed District will be responsible for paying District assessments.

37. Will these debts of the proposed District be an obligation of the City of Kissimmee, Lake County or the State of Florida?

No. Florida law provides that community development district debt cannot become the obligation of a city, county, or the state without the consent of that government.

38. Does this conclude your testimony?

Yes, it does.

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**SIGNATURE PAGE OF TESTIMONY OF GEORGE FLINT FOR THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

FURTHER AFFIANT SAYETH NAUGHT.



GEORGE S. FLINT

STATE OF FLORIDA)
COUNTY OF Orange)

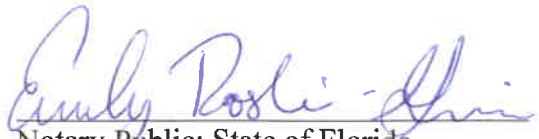
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of April, 2022, by George S. Flint of Governmental Management Services – Central Florida, LLC, a Florida limited liability company, on behalf of the company. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification, and who, after being first duly sworn, deposes and states that he has read the foregoing testimony and that each and every matter in it is true and correct.

SWORN TO AND SUBSCRIBED before me this 25 day of April, 2022.



Emily Roslin-Grimes
Notary Public
State of Florida
Comm# HH002352
Expires 5/20/2024

(SEAL)



Notary Public; State of Florida
Print Name: Emily Roslin-Grimes
My Commission Expires: 5/20/2024

TESTIMONY OF MARK MCDONALD
FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, this day personally appeared **MARK MCDONALD**, who, after being duly sworn, upon his oath, deposes and says:

1. **Please state your name and business address.**

My name is Mark McDonald. My business address is 6675 Westwood Boulevard, 5th Floor, Orlando, Florida 32821.

2. **By whom are you employed and in what capacity?**

Lennar Homes, LLC, and I am the Director for Land for the Orlando Division and I am an Vice President for Lennar Homes, LLC.

3. **Where is the Petitioner's principal place of business?**

The Petition has its principal place of business at 700 N.W. 107th Ave., Suite 400, Miami, Florida 33172.

4. **How long have you held your position?**

I have held my position for (6) years.

5. **Please describe your duties with the Petitioner.**

I oversee land acquisition and development for the Orlando Division for Lennar Homes, LLC.

6. **Please give your educational background, with degrees earned, major areas of study and institutions attended.**

I hold a bachelor's degree in Communications from Florida State University.

7. **Have you ever submitted testimony in relation to establishment of a community development district Petition?**

Yes.

8. Are you a member of any professional associations?

No.

9. Have you been involved in any developments of the type and nature contemplated within the Knightsbridge Community Development District?

Yes, I have. I have been involved with the following developments:

Storey Park CDD (City of Orlando); Shingle Creek at Bronson CDD (Osceola County); Old Hickory CDD (City of St. Cloud); Storey Creek CDD (Osceola County); and Stoneybrook South at ChampionsGate CDD (Osceola County).

10. Are you familiar with the petition filed by Knightsbridge Community Development District seeking the establishment of the District?

Yes, I am. I have had a chance to review and provide input in the preparation of the document.

11. How is the Petitioner associated with the District?

The Petitioner will develop the various phases of development contemplated in the Petition.

12. Did you personally review the Petitioner's Consent, attached to the Petition to Establish as Exhibit 3, and did you execute, or have others review and execute it under your direction?

Yes, I signed a Consent to the Petition on behalf of Lennar Homes, LLC, as part of Exhibit 3 of the Petition. It is my understanding that Parisa and Pegah Sabeti also signed a Consent to the Petition.

13. Does the Petitioner's Consent, attached as Exhibit 3 to the Petition to Establish, require any change or correction?

No.

14. Is the Petitioner's Consent, attached as Exhibit 3 to the Petition to Establish, true and correct to the best of your knowledge?

Yes, to the best of my knowledge the Petitioner's Consent is true and correct.

15. In general, what does the Petitioner's Consent, attached as Exhibit 3 to the Petition to Establish demonstrate?

The Consent demonstrates that the owners of the lands which are intended to constitute the Knightsbridge Community Development District consent to the inclusion of the lands in

the Knightsbridge Community Development District pursuant to Lennar Homes, LLC's Petition to Establish the Knightsbridge Community Development District.

16. What is the proposed name of the community development district?

Knightsbridge Community Development District.

17. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons are Rob Bonin, Adam Morgan, Logan Lantrip, Harry Kaplan and Steve Greene.

18. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, to the best of my knowledge.

19. Do you swear that the facts set forth in this testimony are true and correct?

Yes.

20. Does this conclude your testimony?

Yes.

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**SIGNATURE PAGE OF TESTIMONY OF MARK MCDONALD FOR THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

FURTHER WITNESS SAYETH NAUGHT.



MARK MCDONALD,

Vice President of Land for Lennar Homes,

LLC,

on behalf of said company

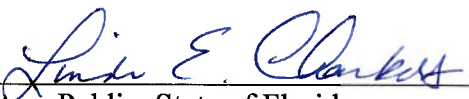
**STATE OF FLORIDA)
COUNTY OF ORANGE)**

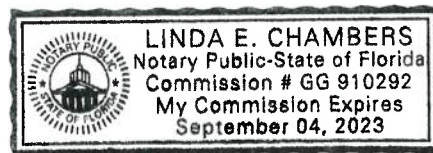
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 25, 2022 by Mark McDonald of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification, and who, after being first duly sworn, deposes and states that he has read the foregoing testimony and that each and every matter in it is true and correct.

SWORN TO AND SUBSCRIBED before me this 25th day of April 2022.

(SEAL)




Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS
My Commission Expires: 9-4-23
My Commission No.: 910292



TESTIMONY OF DAVID A. REID (ENGINEER)
FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, this day personally appeared **DAVID A. REID**, who, after being duly sworn, upon his oath, deposes and says:

1. Please state your name and business address.

My name is David A. Reid. My business address is 431 E. Horatio Avenue, Maitland, Florida 32751.

2. By whom are you employed and in what capacity?

I am the Vice President and Director of Engineering – Orlando for Hamilton Engineering & Surveying, LLC.

3. How long have you held that position?

I have held this position for four (4) years.

4. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

I have over thirty-five (35) years of experience designing, permitting and overseeing development of public facilities within the State of Florida. Facilities include, but are not limited to roadways, potable water distribution systems, reclaimed water distribution systems, wastewater collection and conveyance systems, and stormwater management systems.

5. Please describe your duties with Hamilton Engineering & Surveying, LLC.

I am responsible for overseeing projects of various sizes and development programs.

6. Please provide your educational background, with degrees earned, major areas of study and institutions attended.

I obtained a Bachelor in Science degree in Civil Engineering from Worcester Polytechnic Institute.

7. Do you have any professional licenses, registrations, or certifications?

I have a Certificate of Licensure to practice Professional Engineering in the State of Florida (License No. 38794).

8. Are you a member of any professional associations?

Yes, I am a member of the American Society of Civil Engineers (ASCE).

9. Please describe your experience and background.

I have over thirty-five (35) years of experience designing, permitting and overseeing development of public facilities within the State of Florida. Facilities include, but are not limited to roadways, potable water distribution systems, reclaimed water distribution systems, wastewater collection and conveyance systems, and stormwater management systems.

10. Have you ever testified as an expert witness? If so, please describe in what capacity and in what types of proceedings.

Yes, I have testified as a District Engineer in prior bond validation proceedings for other community development districts. I have also testified as an expert witness in other non-CDD proceedings involving civil engineering design matters.

11. Please summarize your previous work experience relating to special districts in general.

I have been involved in the establishment and operation of at least three special districts over the past five years. My work with special districts includes design, permitting and financing of water management systems, water and sewer facilities, roadways and special purpose recreational facilities. I have attended special district meetings on behalf of the district engineer in the capacity as engineer for several special districts. I advise special districts on construction and design matters, maintenance responsibilities, bidding, permitting and financing requirements for major infrastructure projects.

12. Have you been involved in any developments of the type and nature contemplated within the Knightsbridge Community Development District?

Yes, I have designed and/or been involved in numerous master planned communities as either the engineer of record or as design engineer.

13. Where in Florida are the special districts with which you have worked?

I have worked with Shingle Creek, Stoneybrook South, Stoneybrook South at ChampionsGate, Shingle Creek at Bronson and Old Hickory CDDs all in Osceola County.

- 14. Are you familiar with the petition filed by Lennar Homes, LLC seeking the establishment of the Knightsbridge Community Development District?**

Yes, I am. I have reviewed the Petition and my firm assisted the Petitioner with the preparation of several exhibits in the Petition.

- 15. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the proposed District?**

Yes.

- 16. Did you prepare or have others prepare under your supervision, any of the exhibits attached to the petition?**

Yes.

- 17. Which exhibits did you prepare or have others prepare under your supervision?**

Exhibits 1, 2, 4, 5 and 6.

- 18. Do any of the exhibits prepared by your firm or under your supervision require any change or correction?**

No, to the best of my knowledge they are all true and correct.

- 19. In general, what do the exhibits prepared by your firm demonstrate?**

Exhibit 1 is a general location map which graphically delineates the location of the District in the City of Kissimmee, Florida.

Exhibit 2 is a metes and bounds description of the external boundaries of the proposed District.

Exhibit 4 consists of a map of the District showing major trunk water mains, sewer interceptors and outfalls.

Exhibit 5 includes an estimated timetable for construction of District facilities and services improvements and estimated probable capital improvement costs.

Exhibit 6 consists of a map depicting the current, proposed future general distribution, location and extent of public and private uses within the District.

- 20. What methods did you use to configure the timetable contained in Exhibit 5?**

I used several methods to configure this timetable, including estimating months to

complete the job; considering past experience for this type of construction; and consulting with contractors and developers for these types of projects.

21. What methods did you use to estimate the costs contained in Exhibit 5?

I determined the scope of each improvement category from preliminary project master plans and through input from project planners and engineers. Roadway and utility costs were generally estimated based on (1) cost per linear foot basis; (2) my own experience in this field; (3) prior job experience; and (4) recent contractor bids on similar projects.

22. In your profession opinion, are the construction cost estimates for the proposed facilities and the timetable for the Knightsbridge Community Development District reasonable?

Yes, given the current state of design and permitting of the infrastructure.

23. What capital facilities are presently expected to be provided by the Knightsbridge Community Development District?

The proposed District presently expects to provide facilities and services which include roadway improvements, stormwater management, water, sewer and reclaimed water improvements and recreational facilities, such as parks and trails.

24. Based upon your training and experience as an engineer, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community?

Yes. Based on my experience, the proposed District is of sufficient size, compactness and contiguity to be developed as a functional interrelated community.

25. What is the basis for your opinion?

The proposed District facilities can be provided in an efficient, functional and integrated manner. There are sufficient, significant infrastructure needs for the area within the proposed District to allow development as a functionally interrelated community.

Also, the specific design of the community allows infrastructure to be provided in a cost-effective manner. The land included within the proposed District area is contiguous, which facilitates an efficient and effective planned development. Lastly, the provision of services and facilities through the use of one development plan provides a contiguous and homogenous method of providing services to lands throughout the District.

- 26. In your opinion, you said the proposed District is sufficiently compact and contiguous to be developable as a functionally interrelated community. Would you please explain what you mean when stating that the proposed District is of sufficient compactness?**

The District will encompass approximately 114.62 acres and will provide a range of residential and residential-support land uses that require the necessary elements of infrastructure including sanitary sewer, reuse water, water distribution, stormwater, landscape/hardscape, and roadway improvements. The proposed District will have sufficient overall residential density to require all the above-mentioned necessary elements of infrastructure of a comprehensive community. These facilities and services require adequate planning, design, financing, construction, and maintenance to provide the community with appropriate infrastructure. The preferred method of developing land, especially for higher density residential uses, is for the development to be spatially compact. This augments the District's ability to construct and maintain improvements and provide services, in a cost-efficient manner.

- 27. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?**

Yes. A good example would be a storm water management system. Both a CDD and a homeowner's association are permitted to operate and maintain such systems under applicable South Florida Water Management District ("SFWMD") and the Osceola County rules. However, SFWMD rules generally require homeowner's associations to provide significantly more information and documentation before the SFWMD will accept them as an operation and maintenance entity. This additional information is required to ensure the association has the financial, legal and administrative capability to provide for long-term maintenance of the storm water management system. Such documentation generally must: (1) indicate that the association has the power to levy assessments; (2) mandate the association will operate and maintain such systems; and (3) provide that the association cannot be dissolved until another entity is found to maintain the storm water management system.

In comparison, a CDD is a perpetual local government unit, which by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll. Thus, a CDD generally must simply provide a letter to the SFWMD stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowner's or property owner's association for operation and maintenance of a storm water management system.

- 28. Does the establishment of the District obviate the need for local land development regulations, ordinances or plans?**

No. Section 190.004, *Florida Statutes*, explicitly provides the establishment of a CDD does not in any way impact or change the applicability of any governmental planning, environmental and land development laws, regulations, and ordinances. A CDD cannot take any action that is inconsistent with the comprehensive plan, code of ordinances or regulations of the city or county within which it is located.

- 29. Based on your experience, do you have an opinion as to whether the area to be included within the proposed District is amenable to being served by a special district government?**

Yes. Based on the information provided to me, in my opinion, and to the best of my knowledge, the area identified in the Petition is amenable to being served by a special district government.

- 30. What is the basis for your opinion?**

Based on the information provided to me, the proposed District is limited in purpose and the infrastructure improvements to be provided by the proposed District are limited in scope. This infrastructure is expected to directly benefit the development and may be adequately served by a special district government. In addition, special district governance provides a mechanism whereby long-term maintenance obligations can be satisfied by the persons primarily using the facilities and services.

- 31. Do you have an opinion, as someone experienced in land planning, as to whether the proposed District is a viable alternative for delivering community services and facilities to the areas that will be served by the proposed District?**

Yes. Based on the information provided to me, it is my opinion that the proposed District is a viable alternative for providing the proposed services and facilities to the land to be included within the proposed District.

- 32. What are the alternatives contemplated in rendering this opinion?**

There would be two alternatives to the establishment of the proposed District. First, to facilitate economic development, accommodate new growth, and provide new services, the County could perhaps provide the selected facilities. The second alternative would be for the developer or homeowner's association (HOA) to provide the infrastructure using private financing.

- 33. How does the proposed District compare to these alternatives?**

By comparison of the alternatives referenced above, from a planning perspective, the proposed District is the best alternative available to provide the necessary infrastructure improvements. As a special-purpose "local government," the proposed District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed elements of infrastructure of the necessary facilities and services. The limited purpose and scope of the District, combined with the statutory safeguards in place, such as notice of public hearings and access to district records, would ensure that the proposed District is responsive to the infrastructure needs of the proposed District. The proposed District would be able to obtain low-cost financing to provide the necessary improvements and then impose special or non-ad valorem assessments upon the property owners within the District to fund the infrastructure.

Only a CDD allows for the independent financing, administration, operations and maintenance of the land within the District. Only a CDD allows property owners, and eventually residents, to completely control the CDD board and, therefore, the timing and extent of infrastructure improvement and maintenance. Knowing when, where and how infrastructure will be needed to service the projected population of an area allows for the smooth delivery of those facilities. The proposed District exceeds other available alternatives at focusing attention to when and where and how the next system of infrastructure will be required for this specific area. This results in a full utilization of existing facilities before new facilities are constructed. It reduces the delivered cost to the citizens being served. All other alternatives do not have these characteristics.

34. In the course of your work in Florida, have you had an opportunity to work with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes. In the course of producing planning documents for private development proposals, I have often referred to the State Comprehensive Plan.

35. In the course of your work in Florida, have you had an opportunity to review local government comprehensive plans?

Yes. I have reviewed the City of Kissimmee's Comprehensive Plan in the course of my work.

36. At this point, I will ask you to address certain matters that are related to land use and comprehensive planning. Are you familiar with the development approvals that have been obtained or are being sought by the Petitioner to govern the lands within the proposed District?

Yes, I am.

37. Based upon your experience with planning, do you have an opinion as to whether the proposed District is inconsistent with any portion or element of the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes, I do have an opinion.

38. What is that opinion?

In my opinion, the proposed District is not inconsistent with the applicable provisions of Chapter 187, *Florida Statutes*.

39. What is the basis for your opinion?

I have reviewed, from a planning perspective, applicable portions of the State Comprehensive Plan which relate to community development districts. The State Comprehensive Plan “provides long-range policy guidance for the orderly social, economic, and physical growth of the state.” The State Comprehensive Plan provides twenty-five (25) subjects, and numerous goals and policies. Three subjects are particularly relevant, from a planning perspective, to the establishment of the CDDs: No. 15 - Land Use, No. 17 – Public Facilities, and No. 25 - Plan Implementation. Several of the policies and goals are particularly supportive of the establishment of the proposed District.

40. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment of the proposed District?

This goal recognizes the importance of enhancing the quality of life in the State of Florida and attempts to do so by ensuring that development is located in areas that have fiscal abilities and service capacity to accommodate growth. CDDs are designed to provide services and facilities in a fiscally responsible manner to areas which can accommodate development. The proposed District is consistent with this goal because it will continue to have the fiscal capability to provide a range of services and facilities to a population in a designated growth area.

41. Are any of the policies under subject No. 15 relevant?

Yes. Policy 1 promotes efficient development activities in areas which will have the capacity to service new populations and commerce. The proposed District will be a vehicle to provide high quality services in an efficient and focused manner over the long term.

42. What is Subject 17 and why is it relevant?

Subject 17 addresses public facilities. The goal is to finance new facilities in a timely, orderly and efficient manner. In particular, Policy 3 states that the cost of new public facilities should be allocated to existing and future residents on the basis of the benefits received. Policy 6 also encourages the identification and implementation of innovative but fiscally sound and cost-effective techniques for financing public facilities. Establishment of the proposed District will further this goal and related policies.

43. Why is subject No. 25, the other subject you mentioned, relevant to the establishment of the proposed district?

Subject No. 25 addresses Plan Implementation. This goal requires that systematic planning capabilities be integrated into all levels of government throughout the state, with particular emphasis on improving inter-governmental coordination and maximizing citizen involvement. The proposed District will operate through a separate and distinct Board of Supervisors who will systematically plan the construction, operation and maintenance of public improvements and community facilities authorized under Chapter 190, *Florida*

Statutes, subject to and not inconsistent with the local government comprehensive plan and land development regulations. Further, meetings held by the Board of Supervisors are publicly advertised and open to the public.

44. Are there any relevant policies in this portion of the State Comprehensive Plan?

Yes. Policy 6 encourages public citizen participation at all levels of policy development, planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the establishment of a CDD, and after two hundred and fifty (250) electors reside in the CDD, the election of the Board of Supervisors begins to transition from a landowner-elected Board to a resident-elected Board. Regardless of whether the board is elected by the landowners or the residents, the proposed District must convene its meetings in accordance with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*. This encourages citizen participation in the planning and operational activities of the CDD.

45. Based upon your experience with planning, do you have an opinion as to whether establishment of the proposed District is inconsistent with any portion or element of the City of Kissimmee Comprehensive Plan?

Yes, I do.

46. What is that opinion?

In my opinion, the establishment of the proposed District is not inconsistent with any applicable provisions of the City of Kissimmee Comprehensive Plan.

47. What is the basis for that opinion?

My opinion is based upon years of experience reviewing the many City of Kissimmee Comprehensive Plans (including the current one), including for purposes of this project, and there not being any provisions that would render a CDD inconsistent. Furthermore, Chapter 190, *Florida Statutes*, prohibits any CDD from acting in a way that is inconsistent with the local government's comprehensive plan, the exercising of any power must be done with the comprehensive plan in mind.

It is my opinion, therefore, that with respect to the establishment of the proposed District, the proposed District will not be inconsistent with any applicable element or portion of the City of Kissimmee Comprehensive Plan.

48. Are the external boundaries of the proposed District contiguous with or contain all or a portion of land within any other municipality or county besides the City of Kissimmee?

The land within the proposed District is located entirely within the City of Kissimmee. However, the boundary of the proposed District is contiguous with Osceola County, Florida.

48. Do you swear that the facts set forth in this testimony are true and correct?

Yes.

49. Does this conclude your testimony?

Yes, it does.

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**SIGNATURE PAGE OF TESTIMONY OF DAVID A. REID FOR THE
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

FURTHER AFFIANT SAYETH NAUGHT.



DAVID A. REID, P.E.

Engineer for Hamilton Engineering &
Surveying, LLC.

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this June 2, 2022, by David A. Reid of Hamilton Engineering & Surveying, LLC., a Florida corporation, on behalf of the corporation. Said person is ☒ personally known to me or [] has produced a valid driver's license as identification, and who, after being first duly sworn, deposes and states that he has read the foregoing testimony and that each and every matter in it is true and correct.

SWORN TO AND SUBSCRIBED before me this 2nd day of June, 2022.

(SEAL)



NICOLE MARTIN
Commission # GG 204196
Expires August 5, 2022
Bonded Thru Budget Notary Services



Notary Public; State of Florida

Print Name: Nicole Martin

My Commission Expires: 8/5/22

SURVEYOR'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared **James L. Rickman** ("Affiant"), who being by me first duly sworn on oath says:

1. That the Affiant is the duly appointed V.P. of **Allen & Company, Inc.**, a Florida corporation.

2. That this Affidavit is given in connection with the establishment of the Knightsbridge Community Development District (the "District"), a local unit of special purpose government to be located in the City of Kissimmee, Florida, and shall be relied upon by the District, the law firm of Latham, Luna, Eden & Beaudine, LLP, and the City of Kissimmee for facilitating the establishment of the District.

3. That the legal descriptions for Phase 1 and Phase 2, collectively attached hereto as Exhibit "A", describe the same real property as the overall legal description attached hereto as Exhibit "B."

4. Affiant hereby states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature on Following Page.]

DATED: April 20, 2022.

ALLEN & COMPANY, INC., a Florida corporation

WITNESSES:

Sabrina Peña

Print: Sabrina Peña

Samuel Edward Johnson IV

Print: SAMUEL EDWARD JOHNSON IV

By: J. L. Rickman

Print Name: James L. Rickman

Title: V.P.

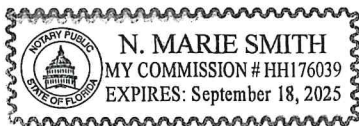
Professional License No.: 5633

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 20th day of April, 2022 by **James L. Rickman**, as V.P. of **ALLEN & COMPANY, INC.**, on behalf of said corporation. Said person is personally known to me or has produced a valid driver's license as identification.

(SEAL)



N. Marie Smith

Notary Public; State of Florida

Print Name: N. Marie Smith

My Commission Expires: 9.18.2025

My Commission HH176039

Exhibit “A”

[See attached.]

LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, PAGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°21'38" EAST ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET; THENCE NORTH 89°48'21" EAST A DISTANCE OF 753.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°07'51" EAST A DISTANCE OF 238.27 FEET; THENCE SOUTH 51°19'16" EAST, A DISTANCE OF 44.08 FEET; THENCE SOUTH 39°16'19" EAST, A DISTANCE OF 44.08 FEET; THENCE SOUTH 27°19'46" EAST, A DISTANCE OF 43.30 FEET; THENCE SOUTH 15°29'48" EAST, A DISTANCE OF 43.28 FEET; THENCE SOUTH 04°05'45" EAST, A DISTANCE OF 44.92 FEET; THENCE SOUTH 01°18'13" EAST, A DISTANCE OF 156.93 FEET; THENCE SOUTH 88°41'47" WEST, A DISTANCE OF 51.33 FEET; THENCE SOUTH 06°05'11" WEST, A DISTANCE OF 102.98 FEET; THENCE SOUTH 00°51'46" EAST, A DISTANCE OF 100.91 FEET; THENCE SOUTH 86°52'26" EAST, A DISTANCE OF 65.54 FEET; THENCE SOUTH 01°18'13" EAST, A DISTANCE OF 219.90 FEET; THENCE SOUTH 88°41'47" WEST, A DISTANCE OF 7.55 FEET; THENCE SOUTH 62°50'07" WEST, A DISTANCE OF 60.86 FEET; THENCE SOUTH 50°43'14" WEST, A DISTANCE OF 33.25 FEET; THENCE SOUTH 01°08'36" EAST, A DISTANCE OF 59.64 FEET; THENCE SOUTH 39°37'47" EAST, A DISTANCE OF 65.14 FEET; THENCE SOUTH 61°16'33" EAST, A DISTANCE OF 21.46 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 3.69 FEET; THENCE SOUTH 61°16'33" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61°16'33" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 28°43'27" WEST, A DISTANCE OF 52.02 FEET; THENCE SOUTH 29°05'54" WEST, A DISTANCE OF 61.71 FEET; THENCE SOUTH 35°08'17" WEST, A DISTANCE OF 46.50 FEET; THENCE SOUTH 42°32'37" WEST, A DISTANCE OF 46.50 FEET; THENCE SOUTH 48°37'10" WEST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 45°15'15" WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 39°57'04" WEST, A DISTANCE OF 59.73 FEET; THENCE SOUTH 34°05'16" WEST, A DISTANCE OF 57.34 FEET; THENCE SOUTH 60°06'54" EAST, A DISTANCE OF 311.05 FEET; THENCE NORTH 29°53'06" EAST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 60°06'53" EAST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 29°53'06" WEST, A DISTANCE OF 75.32 FEET; THENCE NORTH 60°06'53" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 29°53'06" EAST, A DISTANCE OF 22.36 FEET; THENCE NORTH 60°06'54" WEST, A DISTANCE OF 312.17 FEET; THENCE SOUTH 29°57'04" WEST, A DISTANCE OF 164.85 FEET; THENCE SOUTH 00°24'34" EAST, A DISTANCE OF 107.65 FEET; THENCE SOUTH 78°54'03" WEST, A DISTANCE OF 30.57 FEET; THENCE NORTH 00°21'35" WEST, A DISTANCE OF 114.93 FEET; THENCE SOUTH 89°36'34" WEST, A DISTANCE OF 470.73 FEET TO A POINT OF NON-TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.46 FEET AND A CENTRAL ANGLE OF 49°22'10", A CHORD THAT BEARS SOUTH 44°55'18" EAST, A DISTANCE OF 23.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.52 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 49.88 FEET AND A CENTRAL ANGLE OF 163°57'57", A CHORD THAT BEARS SOUTH 07°43'28" WEST, A DISTANCE OF 98.79 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.74 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE NORTH 89°39'42" WEST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 51.73 FEET; THENCE NORTH 00°23'26" WEST, A DISTANCE OF 33.24 FEET; THENCE SOUTH 89°36'34" WEST, A DISTANCE OF 116.90 FEET; THENCE NORTH 00°21'38" WEST ALONG THE EAST LINE OF THE AFORESAID GREENWAY NO. 1 POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 1,661.76 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 89°48'21" EAST, A DISTANCE OF 753.97 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 6 AND 7, SECTION 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST AND SECTIONS 1 AND 2, TOWNSHIP 26 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK I SECTION B, AS RECORDED IN PLAT BOOK 3, PAGE 236 THROUGH 238, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PLAT RUN SOUTH 00°21'38" EAST A DISTANCE OF 1715.56 FEET TO THE POINT OF BEGINNING, BEING A POINT ON SAID EAST LINE; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°36'34" EAST A DISTANCE OF 115.90 FEET; THENCE RUN SOUTH 00°23'26" EAST A DISTANCE OF 33.24 FEET; THENCE RUN NORTH 89°36'34" EAST A DISTANCE OF 50.01 FEET; THENCE RUN NORTH 00°23'37" WEST A DISTANCE OF 114.08 FEET ; THENCE RUN NORTH 89°36'34" EAST A DISTANCE OF 470.73 FEET; THENCE RUN SOUTH 00°21'35" EAST A DISTANCE OF 114.93 FEET; THENCE RUN NORTH 78°54'03" EAST A DISTANCE OF 30.57 FEET; THENCE RUN NORTH 00°23'34" WEST A DISTANCE OF 107.65 FEET; THENCE RUN NORTH 29°57'06" EAST A DISTANCE OF 164.85 FEET; THENCE RUN NORTH 31°19'12" EAST A DISTANCE OF 30.01 FEET; THENCE RUN NORTH 32°40'53" EAST A DISTANCE OF 56.18 FEET; THENCE RUN NORTH 40°14'28" EAST FOR A DISTANCE OF 62.72 FEET; THENCE NORTH 47°17'27" EAST FOR A DISTANCE OF 104.52 FEET; THENCE RUN NORTH 45°58'02" EAST FOR A DISTANCE OF 46.39 FEET; THENCE RUN NORTH 34°38'11" EAST A DISTANCE OF 42.34 FEET; THENCE RUN NORTH 28°43'27" EAST FOR A DISTANCE OF 111.58 FEET; THENCE RUN SOUTH 61°16'33" EAST A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 28°43'27" EAST A DISTANCE OF 33.19 FEET; THENCE RUN NORTH 61°16'33" WEST A DISTANCE OF 174.47 FEET; THENCE RUN NORTH 38°36'38" WEST A DISTANCE OF 62.36 FEET; THENCE RUN NORTH 01°08'36" WEST A DISTANCE OF 59.64 FEET; THENCE RUN NORTH 50°43'14" EAST A DISTANCE OF 33.25 FEET; THENCE RUN NORTH 62°50'07" EAST A DISTANCE OF 60.86 FEET; THENCE RUN NORTH 88°41'47" EAST A DISTANCE OF 7.55 FEET; THENCE RUN NORTH 01°18'13" WEST A DISTANCE OF 219.90 FEET; THENCE RUN NORTH 86°52'26" WEST A DISTANCE OF 65.54 FEET; THENCE RUN NORTH 00°51'46" WEST A DISTANCE OF 100.91 FEET; THENCE RUN NORTH 04°37'11" EAST A DISTANCE OF 64.11 FEET; THENCE RUN NORTH 08°30'10" EAST A DISTANCE OF 38.93 FEET; THENCE RUN NORTH 88°41'47" EAST A DISTANCE OF 51.33 FEET; THENCE RUN NORTH 01°18'13" WEST A DISTANCE OF 156.93 FEET; THENCE RUN NORTH 04°05'45" WEST A DISTANCE OF 44.92 FEET; THENCE RUN NORTH 15°29'48" WEST A DISTANCE OF 43.28 FEET; THENCE RUN NORTH 27°19'46" WEST A DISTANCE OF 43.30 FEET; THENCE RUN NORTH 39°16'19" WEST A DISTANCE OF 44.08 FEET; THENCE RUN NORTH 51°19'16" WEST A DISTANCE OF 44.08 FEET; THENCE RUN NORTH 34°11'40" EAST A DISTANCE OF 115.03 FEET; THENCE RUN NORTH 47°12'32" EAST A DISTANCE OF 25.38 FEET; THENCE RUN NORTH 89°48'21" EAST A DISTANCE OF 1804.32 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3419, PAGE 2924, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY LINE RUN THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) RUN SOUTH 37°56'07" EAST A DISTANCE OF 61.89 FEET; (2) THENCE RUN SOUTH 27°08'34" EAST A DISTANCE OF 143.07 FEET; (3) THENCE RUN SOUTH 16°24'16" EAST A DISTANCE OF 110.06 FEET; (4) THENCE RUN SOUTH 07°46'12" WEST A DISTANCE OF 68.95 FEET; (5) THENCE RUN SOUTH 59°03'22" WEST A DISTANCE OF 54.32 FEET; (6) THENCE RUN NORTH 85°55'10" WEST A DISTANCE OF 43.62 FEET; (7) THENCE RUN NORTH 74°45'32" WEST A DISTANCE OF 70.87 FEET; (8) THENCE RUN NORTH 47°30'56" WEST A DISTANCE OF 101.15 FEET; (9) THENCE RUN NORTH 27°55'09" WEST A DISTANCE OF 59.74 FEET; (10) THENCE RUN NORTH 33°42'52" WEST A DISTANCE OF 44.80 FEET; (11) THENCE RUN NORTH 45°01'34" WEST A DISTANCE OF 26.36 FEET; (12) THENCE RUN SOUTH 89°59'54" WEST A DISTANCE OF 34.19 FEET; (13) THENCE RUN SOUTH 53°52'22" WEST A DISTANCE OF 77.65 FEET; (14) THENCE RUN SOUTH 61°55'24" WEST A DISTANCE OF 140.25 FEET; (15) THENCE RUN SOUTH 40°37'26" WEST A DISTANCE OF 57.28 FEET; (16) THENCE RUN SOUTH 33°42'40" WEST A DISTANCE OF 44.80 FEET; (17) THENCE RUN SOUTH 51°51'54" WEST A DISTANCE OF 55.32 FEET; (18) THENCE RUN SOUTH 76°46'08" WEST A DISTANCE 54.27 FEET; (19) THENCE RUN SOUTH 45°01'22" WEST A DISTANCE OF 43.93 FEET; (20) THENCE RUN SOUTH 55°38'27" WEST A DISTANCE OF 71.53 FEET; (21) THENCE RUN

SOUTH 40°50'16" WEST A DISTANCE OF 90.30 FEET; (22) THENCE RUN SOUTH 59°45'48" WEST A DISTANCE OF 43.17 FEET; (23) THENCE RUN SOUTH 59°57'04" WEST A DISTANCE OF 68.22 FEET; (24) THENCE RUN SOUTH 74°03'57" WEST A DISTANCE OF 45.25 FEET; (25) THENCE RUN SOUTH 51°01'53" WEST A DISTANCE OF 83.94 FEET; (26) THENCE RUN SOUTH 53°38'15" WEST A DISTANCE OF 73.33 FEET; (27) THENCE RUN SOUTH 09°47'32" EAST A DISTANCE OF 91.38 FEET; (28) THENCE RUN SOUTH 26°35'11" EAST A DISTANCE OF 111.11 FEET; (29) THENCE RUN SOUTH 08°09'24" EAST A DISTANCE OF 146.02 FEET; (30) THENCE RUN SOUTH 08°58'55" EAST A DISTANCE OF 91.41 FEET; (31) THENCE RUN SOUTH 36°03'09" EAST A DISTANCE OF 64.65 FEET; (32) THENCE RUN SOUTH 37°35'38" EAST A DISTANCE OF 77.96 FEET; (33) THENCE RUN SOUTH 36°16'44" EAST A DISTANCE OF 88.42 FEET; (34) THENCE RUN SOUTH 24°47'44" EAST A DISTANCE OF 68.05 FEET; (35) THENCE RUN SOUTH 00°00'06" EAST A DISTANCE OF 47.52 FEET; (36) THENCE RUN SOUTH 17°21'59" WEST A DISTANCE OF 79.67 FEET; (37) THENCE RUN SOUTH 23°58'45" WEST A DISTANCE OF 46.81 FEET; (38) THENCE RUN SOUTH 56°19'51" WEST A DISTANCE OF 68.58 FEET; (39) THENCE RUN SOUTH 53°09'07" WEST A DISTANCE OF 95.09 FEET; (40) THENCE RUN SOUTH 46°52'13" WEST A DISTANCE OF 104.27 FEET; (41) THENCE RUN SOUTH 53°09'07" WEST A DISTANCE OF 71.32 FEET; (42) THENCE RUN SOUTH 66°03'15" WEST A DISTANCE OF 46.84 FEET; (43) THENCE RUN SOUTH 59°45'48" WEST A DISTANCE OF 66.06 FEET; (44) THENCE RUN SOUTH 69°27'30" WEST A DISTANCE OF 162.53 FEET; (45) THENCE RUN SOUTH 70°21'36" WEST A DISTANCE OF 141.40 FEET; (46) THENCE RUN SOUTH 39°39'01" WEST A DISTANCE OF 30.64 FEET; (47) THENCE RUN SOUTH 77°58'40" WEST A DISTANCE OF 50.14 FEET; (48) THENCE RUN NORTH 50°55'55" WEST A DISTANCE OF 33.14 FEET; (49) THENCE RUN SOUTH 09°28'07" WEST A DISTANCE OF 34.20 FEET; (50) THENCE RUN SOUTH 30°23'56" WEST A DISTANCE OF 81.02 FEET; (51) THENCE RUN SOUTH 60°00'34" WEST A DISTANCE OF 107.67 FEET; (52) THENCE RUN SOUTH 68°37'35" WEST A DISTANCE OF 103.60 FEET; (53) THENCE RUN SOUTH 73°03'33" WEST A DISTANCE OF 111.23 FEET; (54) THENCE RUN NORTH 85°31'15" WEST A DISTANCE 82.25 FEET; (55) THENCE RUN SOUTH 71°10'30" WEST A DISTANCE OF 72.20 FEET; (56) THENCE RUN NORTH 86°08'22" WEST A DISTANCE OF 59.63 FEET; (57) THENCE RUN SOUTH 62°31'10" WEST A DISTANCE OF 142.63 FEET; (58) THENCE RUN SOUTH 72°11'37" WEST A DISTANCE OF 66.88 FEET; (59) THENCE RUN SOUTH 58°38'04" WEST A DISTANCE OF 46.37 FEET; (60) THENCE RUN SOUTH 00°23'32" EAST A DISTANCE OF 157.48 FEET; (61) THENCE RUN SOUTH 41°45'50" EAST A DISTANCE OF 62.70 FEET; (62) THENCE RUN SOUTH 35°01'18" EAST A DISTANCE OF 211.27 FEET; (63) THENCE RUN SOUTH 43°50'51" EAST A DISTANCE OF 112.87 FEET; (64) THENCE RUN SOUTH 16°03'03" EAST A DISTANCE OF 104.34 FEET; (65) THENCE RUN NORTH 57°49'44" EAST A DISTANCE OF 105.16 FEET; (66) THENCE RUN NORTH 87°11'13" EAST A DISTANCE OF 37.98 FEET; (67) THENCE RUN SOUTH 10°59'14" EAST A DISTANCE OF 65.91 FEET; (68) THENCE RUN SOUTH 07°50'25" WEST A DISTANCE OF 109.61 FEET; (69) THENCE RUN SOUTH 59°40'41" WEST A DISTANCE OF 74.76 FEET; (70) THENCE RUN SOUTH 00°13'34" WEST A DISTANCE OF 31.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 87°08'54" WEST A DISTANCE OF 490.73 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 285, PAGE 175, SAID POINT ALSO BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, A CENTRAL ANGLE OF 82°58'06", AND A CHORD DISTANCE OF 600.60 FEET WITH A CHORD BEARING OF NORTH 41°50'41" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 656.47 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE ALONG SAID TANGENT LINE RUN NORTH 00°21'38" WEST A DISTANCE OF 890.68 FEET RETURNING TO THE POINT OF BEGINNING.

Exhibit “B”

[See attached.]

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238, THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST A DISTANCE OF 753.97 FEET; THENCE SOUTH 62°09'48" EAST A DISTANCE OF 238.27 FEET; THENCE NORTH 34°11'40" EAST, A DISTANCE OF 115.03 FEET; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 25.38 FEET; THENCE NORTH 89°48'21" EAST, A DISTANCE OF 1804.32' FEET; THENCE SOUTH 37°56'07" EAST, A DISTANCE OF 61.89 FEET; THENCE SOUTH 27°08'34" EAST, A DISTANCE OF 143.07 FEET; THENCE SOUTH 16°24'16" EAST, A DISTANCE OF 110.06 FEET; THENCE SOUTH 07°46'12" WEST, A DISTANCE OF 68.95 FEET; THENCE SOUTH 59°03'22" WEST, A DISTANCE OF 54.32 FEET; THENCE NORTH 85°55'10" WEST, A DISTANCE OF 43.62 FEET; THENCE NORTH 74°45'52" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 47°30'56" WEST, A DISTANCE OF 101.15 FEET; THENCE NORTH 27°55'09" WEST, A DISTANCE OF 59.74 FEET; THENCE NORTH 33°42'52" WEST, A DISTANCE OF 44.80 FEET; THENCE NORTH 45°01'34" WEST, A DISTANCE OF 26.36 FEET; THENCE SOUTH 89°59'54" WEST, A DISTANCE OF 34.19 FEET; THENCE SOUTH 53°52'22" WEST, A DISTANCE OF 77.65 FEET; THENCE SOUTH 61°55'24" WEST, A DISTANCE OF 140.25 FEET; THENCE SOUTH 40°37'26" WEST, A DISTANCE OF 57.28 FEET; THENCE SOUTH 33°42'40" WEST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 51°51'54" WEST, A DISTANCE OF 55.32 FEET; THENCE SOUTH 76°46'08" WEST, A DISTANCE OF 54.27 FEET; THENCE SOUTH 45°01'22" WEST, A DISTANCE OF 43.93 FEET; THENCE SOUTH 55°38'27" WEST, A DISTANCE OF 71.53 FEET; THENCE SOUTH 40°50'16" WEST, A DISTANCE OF 90.30 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 43.17 FEET; THENCE SOUTH 59°57'04" WEST, A DISTANCE OF 68.22 FEET; THENCE SOUTH 74°03'57" WEST, A DISTANCE OF 45.25 FEET; THENCE SOUTH 51°01'53" WEST, A DISTANCE OF 83.94 FEET; THENCE SOUTH 53°38'15" WEST, A DISTANCE OF 73.33 FEET; THENCE SOUTH 09°47'32" EAST, A DISTANCE OF 91.38 FEET; THENCE SOUTH 26°35'11" EAST, A DISTANCE OF 111.11 FEET; THENCE SOUTH 08°09'24" EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 08°58'55" EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 36°03'09" EAST, A DISTANCE OF 64.65 FEET; THENCE SOUTH 37°35'38" EAST, A DISTANCE OF 77.96 FEET; THENCE SOUTH 36°16'44" EAST, A DISTANCE OF 88.42 FEET; THENCE SOUTH 24°47'44" EAST, A DISTANCE OF 68.05 FEE; THENCE SOUTH 00°00'06" EAST, A DISTANCE OF 47.52 FEET; THENCE SOUTH 17°21'59" WEST, A DISTANCE OF 79.67 FEET; SOUTH 23°58'45" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 56°19'51" WEST, A DISTANCE OF 68.58 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 95.09 FEET; THENCE SOUTH 46°52'13" WEST, A DISTANCE OF 104.27 FEET; THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 71.32 FEET; THENCE SOUTH 66°03'15" WEST, A DISTANCE OF 46.84 FEET; THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 69°27'30" WEST, A DISTANCE OF 162.53 FEET; THENCE SOUTH 70°21'36" WEST, A DISTANCE OF 141.40 FEET; THENCE SOUTH 39°39'01" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 77°58'40" WEST, A DISTANCE OF 50.14 FEET; THENCE NORTH 50°55'55" WEST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 09°28'07" WEST, A DISTANCE OF 34.20 FEET; THENCE SOUTH 30°23'56" WEST, A DISTANCE OF 81.02 FEET; THENCE SOUTH 60°00'34" WEST, A DISTANCE OF 107.67 FEET; THENCE SOUTH 68°37'35" WEST, A DISTANCE OF 103.60 FEET; THENCE SOUTH 73°03'33" WEST, A DISTANCE OF 111.23 FEET; THENCE NORTH 85°31'15" WEST, A DISTANCE OF 82.25 FEET; THENCE SOUTH 71°10'30" WEST, A DISTANCE OF 72.20 FEET; THENCE NORTH 86°08'22" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 62°31'10" WEST, A DISTANCE OF 142.63 FEET; THENCE SOUTH 72°11'37" WEST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 58°38'04" WEST, A DISTANCE OF 46.37 FEET; THENCE SOUTH 00°23'32" EAST, A DISTANCE OF 157.48 FEET; THENCE SOUTH 41°45'05" EAST, A DISTANCE OF 62.70 FEET; THENCE SOUTH 35°01'18" EAST, A DISTANCE OF 211.27 FEET; THENCE SOUTH 43°50'51" EAST, A DISTANCE OF 112.87 FEET; THENCE SOUTH 16°03'03" EAST, A DISTANCE OF 104.34 FEET; THENCE NORTH 57°49'44" EAST, A DISTANCE OF 105.16 FEET; THENCE NORTH 87°11'13" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 10°59'14" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 07°50'25" WEST, A DISTANCE OF 109.61 FEET; THENCE SOUTH 59°40'41" WEST, A DISTANCE OF 74.76 FEET; THENCE SOUTH 00°13'34" WEST, A DISTANCE OF 31.51 FEET; THENCE NORTH 87°08'54" WEST, A DISTANCE OF 459.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, CHORD BEARING OF NORTH 43°46'14" WEST AND A CHORD LENGTH OF 622.71 FEET; THENCE RUN ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°45'19" FOR A DISTANCE OF 686.43 FEET TO THE POINT OF TANGENCY AND A POINT ON SAID EAST LINE OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B; THENCE RUN NORTH 00°23'35" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2551.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 114.62 ACRES MORE OR LESS.



3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.290.3535

LB #7013 CA #8474
www.HamiltonEngineering.US

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.9929

LEGAL DESCRIPTION
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
35,36-25S-28E	53509.0019	HM	02/11/2022	4

Orlando Sentinel
WEATHER



TRUST THE WEATHER EXPERTS

SPECTRUM NEWS 13

7-DAY FORECAST

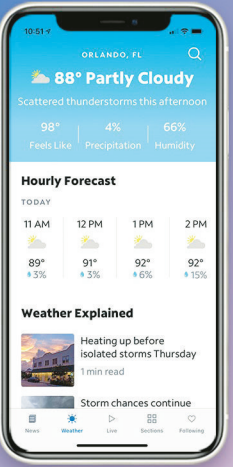
TUE	WED	THU	FRI	SAT	SUN	MON
BREEZY						
		30%	40%	50%	50%	40%
90	94	97	97	93	91	93
70	72	75	74	74	74	

FORECAST

YOUR DAY WITH THE SPECTRUM NEWS APP

SPECTRUM NEWS

[SPECTRUMNEWSAPP.COM](#)



88° Partly Cloudy

Scattered thunderstorms this afternoon

98° 4% 66%

Feels Like Precipitation Humidity

Hourly Forecast

TODAY

11 AM	12 PM	1 PM	2 PM
88°	91°	92°	92°
43%	43%	46%	410%

Weather Explained

Heating up before isolated storms Thursday

1 min read

Storm chances continue

Today's Orlando high: 90°

How hot it will feel with the forecast 50% humidity factored in: **93°**



Orlando 90/69

Scan this QR code with your cell phone to see the latest hourly forecast

Orlando almanac

High yesterday	92
Low yesterday	76
Avg. for June 20	91/72
Record high yest.	99 in 1998
Record low yest.	64 in 1933

Key West 87/79

Tampa 93/74

Fort Myers 91/71

Sarasota 92/71

Kissimmee 89/71

Melbourne 86/72

Titusville 85/69

Sanford 88/70

DeLand 88/70

Daytona Beach 87/69

Gainesville 91/67

Jacksonville 90/68

Clermont 89/71

Leesburg 89/71

Tallahassee 96/73

World

City	Today	Tomorrow
Acapulco	87 74 t	84 73
Amsterdam	73 54 pc	74 55
Athens	92 73 s	94 76
Baghdad	111 78 pc	101 75
Beijing	97 74 pc	86 71
Berlin	76 54 pc	81 57
Bogota	62 48 r	65 48
Buenos Aires	58 43 pc	50 43
Cairo	92 71 s	94 72
Caracas	87 73 sh	87 74
Copenhagen	68 54 pc	67 54
Dublin	65 55 c	67 56
Frankfurt	80 59 pc	86 63
Geneva	91 65 pc	82 62
Havana	88 74 t	86 71
Hong Kong	87 82 c	88 82
Istanbul	80 71 sh	85 70
Jerusalem	78 64 s	80 63
Jo'burg	61 41 s	59 45
Lisbon	71 61 pc	72 59
London	76 54 pc	80 57
Madrid	85 56 s	78 57
Manila	98 80 t	96 81
Montreal	65 60 sh	73 61
Moscow	58 55 r	67 56
Nairobi	77 53 c	77 55
Ottawa	67 61 sh	77 64
Paris	78 62 t	80 63
Prague	73 52 pc	79 56
Rio	78 67 s	82 68
Rome	85 68 c	87 69
Seoul	88 69 c	84 69
Singapore	86 78 t	85 76
Stockholm	71 55 pc	66 55
Sydney	69 49 sh	64 46
Tokyo	82 72 pc	80 72
Toronto	89 72 t	88 60
Vancouver	64 57 sh	65 52
Vienna	79 56 pc	81 63
Albuquerque	69 61 t	77 64
Anchorage	69 54 pc	73 58
Asheville	89 59 pc	90 67
Atlanta	96 72 pc	99 77
Atlantic City	80 65 pc	77 66
Austin	100 73 pc	99 72
Baltimore	84 67 pc	86 69
Billings	75 52 s	84 58
Birmingham	96 73 pc	98 74
Boise	82 55 s	88 62
Boston	71 58 pc	68 62
Buffalo	81 71 pc	83 60
Burlington VT	69 60 sh	75 62
Charleston SC	91 71 pc	94 75
Charleston WV	89 63 s	92 65
Charlotte	93 65 pc	99 72
Chicago	97 74 s	88 66
Cincinnati	92 71 s	91 67
Cleveland	93 75 s	88 65
Columbia SC	96 66 pc	100 71
Columbus OH	93 72 s	93 68
Dallas	100 79 s	98 79
Denver	81 56 pc	88 60
Des Moines	94 68 t	89 66
Detroit	95 74 s	90 63
Fargo	81 57 pc	85 66
Guam	88 78 sh	88 79
Hartford	75 58 pc	68 62
Honolulu	86 74 sh	88 74
Houston	96 76 pc	98 77
Indianapolis	93 73 s	91 67

Nation

City	Today	Tomorrow
Albany NY	70 58 c	69 58
Albuquerque	69 61 t	77 64
Anchorage	69 54 pc	73 58
Asheville	89 59 pc	90 67
Atlanta	96 72 pc	99 77
Atlantic City	80 65 pc	77 66
Austin	100 73 pc	99 72
Baltimore	84 67 pc	86 69
Billings	75 52 s	84 58
Birmingham	96 73 pc	98 74
Boise	82 55 s	88 62
Boston	71 58 pc	68 62
Buffalo	81 71 pc	83 60
Burlington VT	69 60 sh	75 62
Charleston SC	91 71 pc	94 75
Charleston WV	89 63 s	92 65
Charlotte	93 65 pc	99 72
Chicago	97 74 s	88 66
Cincinnati	92 71 s	91 67
Cleveland	93 75 s	88 65
Columbia SC	96 66 pc	100 71
Columbus OH	93 72 s	93 68
Dallas	100 79 s	98 79
Denver	81 56 pc	88 60
Des Moines	94 68 t	89 66
Detroit	95 74 s	90 63
Fargo	81 57 pc	85 66
Guam	88 78 sh	88 79
Hartford	75 58 pc	68 62
Honolulu	86 74 sh	88 74
Houston	96 76 pc	98 77
Indianapolis	93 73 s	91 67
Kansas City	96 71 s	86 70
Knoxville	93 66 s	95 72
Las Vegas	100 80 s	96 78
Little Rock	97 75 s	98 75
Los Angeles	88 66 pc	85 67
Louisville	97 74 s	97 72
Memphis	98 77 s	100 77
Milwaukee	96 71 s	85 62
Minneapolis	89 67 pc	87 67
Mobile	94 75 pc	98 75
Nashville	97 72 s	98 76
New Orleans	93 79 s	96 80
New York City	77 64 c	71 65
Norfolk VA	82 69 pc	87 71
Okla. City	96 71 s	95 73
Omaha	90 66 pc	88 69
Philadelphia	80 67 pc	80 68
Phoenix	104 84 s	104 87
Pittsburgh	90 71 s	87 64
Portland ME	68 53 pc	63 55
Portland OR	80 59 pc	77 51
Providence	75 59 pc	68 61
Rochester NY	67 69 c	85 62
St. Louis	98 78 s	94 72
St. Thomas VI	87 78 s	87 78
Salt Lake City	85 60 s	93 69
San Antonio	100 77 pc	99 77
San Diego	74 63 pc	76 64
San Francisco	86 59 s	79 57
San Juan PR	89 76 s	79 76
Savannah	93 70 pc	96 74
Seattle	73 57 c	67 50
Spokane	75 55 c	78 52
Syracuse	79 65 c	81 59
Wash. DC	86 72 pc	89 72

World

Today Tomorrow

City H L Skies H L

Acapulco 87 74 t 84 73

Amsterdam 73 54 pc 74 55

Athens 92 73 s 94 76

Baghdad 111 78 pc 101 75

Beijing 97 74 pc 86 71

Berlin 76 54 pc 81 57

Bogota 62 48 r 65 48

Buenos Aires 58 43 pc 50 43

Cairo 92 71 s 94 72

Caracas 87 73 sh 87 74

Copenhagen 68 54 pc 67 54

Dublin 65 55 c 67 56

Frankfurt 80 59 pc 86 63

Geneva 91 65 pc 82 62

Havana 88 74 t 86 71

Hong Kong 87 82 c 88 82

Istanbul 80 71 sh 85 70

Jerusalem 78 64 s 80 63

Jo'burg 61 41 s 59 45

Lisbon 71 61 pc 72 59

London 76 54 pc 80 57

Madrid 85 56 s 78 57

Manila 98 80 t 96 81

Montreal 65 60 sh 73 61

Moscow 58 55 r 67 56

Nairobi 77 53 c 77 55

Ottawa 67 61 sh 77 64

Paris 78 62 t 80 63

Prague 73 52 pc 79 56

Rio 78 67 s 82 68

Rome 85 68 c 87 69

Seoul 88 69 c 84 69

Singapore 86 78 t 85 76

Stockholm 71 55 pc 66 55

Sydney 69 49 sh 64 46

Tokyo 82 72 pc 80 72

Toronto 89 72 t 88 60

Vancouver 64 57 sh 65 52

Vienna 79 56 pc 81 63

Rainfall

24-hour total	Trace
Month to date	2.68"
Normal month to date	5.39"
June record	18.28" in 1968
Year to date	17.42"
Relation to normal	-2.12"

Skywatch

Sunrise 6:29 a.m.

Sunset 8:26 p.m.

Moonrise 1:46 a.m.

Moonset 2:00 p.m.

New June 28

First qtr July 6

Full July 13

Last qtr July 20

UV index: 12

The higher the AccuWeather.com UV Index™ number, the greater the need for eye and skin protection. Shown is the highest value of the day.

0-2 3-5 6-7 8-10 11+

Low Moderate High V. High Extreme

Pollen report

Main pollen: Trees

Very high

High

Moderate

Low

Absent

Trees Grass Weeds Mold

— National Allergy Bureau

Beach report

	High tide	Low tide	Water
Daytona Beach	2:25a 3:00p	8:46a 9:18p	82
New Smyrna Beach	2:47a 3:28p	9:08a 9:38p	83
Cocoa Beach	2:12a 3:00p	8:39a 9:08p	84
Melbourne Beach	2:14a 2:51p	8:48a 9:14p	84
Sebastian Inlet	2:19a 2:56p	8:50a 9:16p	82

Boating report

	Wind	Seas	Waves
St. Augustine - Jupiter Inlet	NE 8-16	3-5	Moderate
Jupiter Inlet - Key Largo	NE 8-16	2-4	Moderate
Key Largo - Dry Tortugas	ENE 7-14	2-4	Light
Cape Sable - Tarpon Springs	NE 6-12	1-2	Light
Tarpon Springs - Apalachicola	NE 6-12	2-4	Light



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NOTICE OF PUBLIC HEARING

City of Kissimmee City Commission

Petition to Establish the Knightsbridge Community Development District

DATE: JULY 19, 2022 (PUBLIC HEARING)

TIME: 6:00 PM

LOCATION: City Hall – Commission Chambers
101 Church Street
Kissimmee, Florida 34741

In compliance with the provisions of Chapter 190, *Florida Statutes*, the public hearing will be held by the City Commission for the City of Kissimmee, Florida (the "Commission") on **July 19, 2022 (Public Hearing)**, at 6:00 p.m., in the **City Hall – Commission Chambers, 101 Church Street, Kissimmee, Florida, 34741**, to consider the following Proposed Ordinance 2022-15:

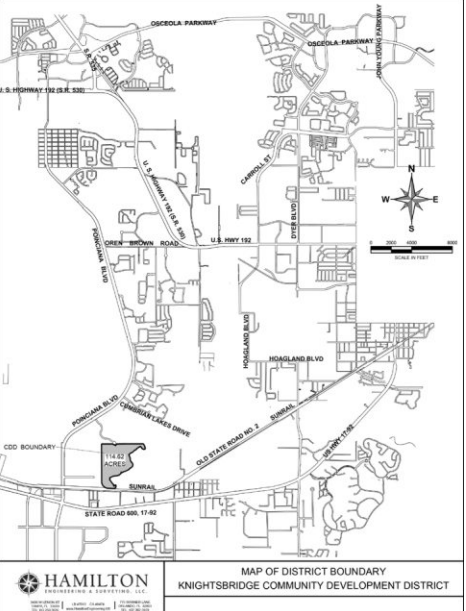
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS KNIGHTSBRIDGE AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES (2001 AND HEREFTER); ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

The proposed Knightsbridge Community Development District ("Knightsbridge") is comprised of approximately 114.62 acres, generally located east of Poinciana Boulevard and north of Sunrail Old State Road No. 2, as further depicted in the attached map. The Petitioner has proposed to establish Knightsbridge to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: sanitary sewer facilities, water distribution systems, reuse water systems, stormwater systems, electrical service systems, conservation mitigation, on-site public roadway improvements, off-site public roadway improvements, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Petition. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 394- 4081 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 394-4081.

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Clerk's Office, 101 Church Street, Kissimmee, Florida, 34741.



HAMILTON

MAP OF DISTRICT BOUNDARY
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Published Daily
ORANGE County, Florida

Sold To:

Latham-Luna-Eden & Beaudine LLP - CU00116974
201 South Orange Avenue, Ste 1400
Orlando, FL, 32801

Bill To:

Latham-Luna-Eden & Beaudine LLP - CU00116974
201 South Orange Avenue, Ste 1400
Orlando, FL, 32801

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jun 21, 2022.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Rose Williams

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 23 day of June, 2022,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

ITEM 5.A

Public Hearing - City of Kissimmee Annual Action Plan and adoption of accompanying Resolution

Request

Approval of the City of Kissimmee Annual Action Plan for Fiscal Year 2022 and its accompanying Resolution authorizing the Mayor to execute any necessary documents and certifications.

Explanation

The City of Kissimmee Annual Action Plan for Fiscal Year 2022 is the document required by the U.S. Department of Housing and Urban Development (HUD) that serves as the application for continued funding under the Community Development Block Grant (CDBG) and the HOME Investments Partnership (HOME) programs.

The City intends to use its CDBG allocation to address the needs and priorities identified in the City's 2020-2025 Five Year Consolidated Plan which identifies affordable housing, homeless prevention, economic development, and public services as goals. In addition, the Consolidated Plan lists two priorities that are being proposed in the Annual Action Plan for this year: 1) Improve the availability and accessibility of diverse employment and business opportunities with higher paying wages; and 2) Provide access to financial and supportive services to protect citizens from becoming homeless.

These priorities may be addressed by utilizing public service dollars to support workforce development/training opportunities and related support services. Support services that may be eligible include, but are not limited to, rental housing subsidies, housing counseling, employment training, and child care services. The City requested proposals/applications to address these and other similar public service needs and the applications are due on August 15, 2022. In addition, the City proposes to utilize CDBG funds to continue addressing some of the homeless needs of the community and the housing needs of the low and moderate income residents in our community.

The City's estimated allocation of CDBG funds is \$732,540 and below is the recommended allocation:

PROGRAM ALLOCATION

Public Services

Homeless Child Care \$ 30,000

Other Public Services \$ 79,881

Public Facilities and Infrastructure

Homeless Facilities \$300,000

Housing

Code Enforcement \$ 80,000

Rehabilitation: Single Unit Residential \$ 96,151

Planning & Administration \$146,508

TOTAL CDBG ALLOCATION \$732,540

As a member of the Osceola County HOME Consortium, the City is eligible to receive \$373,301.95 in HOME funds. Below is a breakdown of the recommended allocation:

PROGRAM ALLOCATION

Tenant Based Rental Assistance \$ 50,000

CHDO Set Aside \$ 55,995

Rental Housing \$235,309.95

Administration \$ 31,997

TOTAL HOME ALLOCATION \$373,301.95

The necessary subrecipient agreements will be presented to the City Commission for approval once the HUD Funding Agreement for FY 2022 is received.

A draft copy of the Plan was available for public review from June 9 through July 11, 2022. No comments were received. In addition, a public meeting was held on June 23, 2022 to discuss the Plan and hear comments from the attendees. A survey was distributed at the meeting and responses were received and included in the Annual Action Plan.

If the Commission approves the attached 2022 Annual Action Plan, it will be submitted to HUD for final review and final approval. Minor changes requested by HUD will be handled at the staff level unless there are substantive changes to the intent of the Plan. If that is the case, staff will bring those changes to the Commission for further approval.

Recommendation

Staff recommends approval of the City of Kissimmee Annual Action Plan for Fiscal Year 2022 and its accompanying Resolution authorizing the Mayor to execute any necessary documents and certifications.

REQUESTED CITY COMMISSION ACTION:

Adopt
Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. Kissimmee_2022-2023 Annual Action Plan
2. RES adopting 2022-2023 CDBG HOME Action Plan
3. SF424_4_0-V4.0_2022
4. Assurances - Non-Construction Programs
5. Non-State Certifications

CITY OF KISSIMMEE 2022-2023 ANNUAL ACTION PLAN

For Public Hearing and Approval at the July 19, 2022 City Commission Meeting

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal funds, HUD requires the City of Kissimmee to prepare a Consolidated Plan and Annual Action Plans to direct the use of these funds. The most recent Consolidated Plan was submitted for approval to HUD in 2020 and it covered 5 years – from 2020-2025. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. This Action Plan for Program Year 2022 is the third plan prepared under the current Consolidated Plan period.

The City of Kissimmee is located within Osceola County Florida. The current population estimate is 75,644 people (BEER, University of Florida). Kissimmee has a relatively high poverty rate of approximately 23.6%, as compared to that of Osceola County at 13.4%, and higher than the State of Florida at 12.7% (US Census).

The majority of Census Tracts within the City (12 of 15 Census Tracts - more than 80%) have a population whose income is at or below 80% of the area median income (US Census). The City had previously defined a specific target area within the City that encompasses the majority of the population within these low/mod income Census Tracts but based on new analysis of the population, the City has abandoned this locally-defined Target Area and has amended its Consolidated Plan to reflect this change.

In Program Year 2022, the City expects to receive the following: \$732,540 in CDBG and \$777,320 in SHIP funds. As part of the Osceola County Consortia, the City will receive \$373,301.95 in regular HOME funds and \$1,217,478.50 in HOME-ARP funds. In addition, the City still has available NSP 1, NSP 3, and CDBG-CV 1 and 3 funds that are expected to committed and spent in the near future.

2. Summarize the objectives and outcomes identified in the Plan

The overall goal of the housing and community development programs contained with the Plan is to develop and improve viable urban communities by providing safe, decent, affordable housing and suitable living environments, and expanding economic opportunities for low- to moderate-income persons. The Plan envisions the creation and expansion of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

The PY 2020-2025 Consolidated Plan identified Affordable Housing Development; Housing Preservation; Economic Development; Public Services; Public Facilities and Improvements; and Planning and Administration as six general goals to be addressed during the 5-year program period. The City will

direct funding for Program Year 2022 to the following priorities identified within those goals in the Consolidated Plan: Affordable Housing (rehabilitation and code enforcement); homelessness prevention, economic development, public services, and public infrastructure and facilities improvements. The disparity between income earned and housing costs has resulted in a great number of individuals and families living in area hotels/motels. The City has determined that this is a high priority need that will be addressed using all available resources. In addition, the disparity between household income and housing and other living expenses results in a significantly high percentage of the city's population to be financially burdened and threatened with homelessness. Currently, much of the city's employment opportunity is in service-related fields that pay lower wages. This year, the City intends to allocate available public service funding and other resources to provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities.

3. Evaluation of past performance

During the first two years of the PY 2020-2025 Consolidated Plan period, the City has concentrated in addressing housing; homelessness prevention, economic development, public services, and public infrastructure and facilities improvements. In 2020, which is the period covered in Annual Action Plan 2020-2021, the City was concentrated in responding to the Coronavirus (COVID-19) and most of the public services programs were either delayed or carried out virtually. This hindered the performance of some of these organizations. The City provided assistance to programs such as Back on Track, Building Strong Families, Financial Wellness in Times of Uncertainty, Good Neighbors, Vision Specific Job Training and Employment Services, and Rental and Mortgage Assistance. The following year, the City concentrated funding homeless services – outreach of homeless persons and summer camp for homeless children. A Substantial Amendment was approved in June 7, 2022, in order to reallocate \$14,531.57 remaining funds to housing rehabilitation.

The Annual Action Plan for PY 2021-2022 included projects such as homeless facility, homeless out reach and homeless child care. Since the homeless facility project is having a late start the Annual Action Plan was also amended on June 7, 2022 to reduce the funding to the homeless facility and reallocate the some of the monies to two new projects - sidewalks and facilities for persons with disabilities.

4. Summary of Citizen Participation Process and consultation process

The City hosted a community meeting to discuss PY 2022-2023 funding priorities. The meeting was held on Thursday, June 23, 2022. Copies of the (draft) proposed 2022-2023 Annual Action Plan were available for review and public comment from June 9, 2022 to July 11, 2022. A Public Hearing was held at the City of Kissimmee City Commission meeting on July 19, 2022.

5. Summary of public comments

The City held a public meeting on June 23, 2022. During the public meeting, hard copy Public Input Surveys were distributed to attendees. The surveys asked attendees to rank their top three priorities for public services funding. The completed survey results are as follows: 1) Employment Training; 2) Senior Services, Services for Persons with Disabilities, Transportation services, child care services, and housing information and referral services (tied); and 3) Tenant /landlord counseling and subsistence payments (tied).

The City is concentrating its efforts this year with its Public Service dollars to fund workforce development/training opportunities and related support services in order to assist low and moderate-income families increase their wages. This is supported by the responses on the survey.

6. Summary of comments or views not accepted and the reasons for not accepting them

All responses were reviewed and considered.

7. Summary

The City intends to use its CDBG allocation to address the needs and priorities identified in the City's 2020-2025 Five Year Consolidated Plan which identifies affordable housing, homeless prevention, economic development, and public services as goals. In addition, the Consolidated Plan lists two priorities that are being proposed in the Annual Action Plan for this year: 1) Improve the availability and accessibility of diverse employment and business opportunities with higher paying wages; and 2) Provide access to financial and supportive services to protect citizens from becoming homeless. These priorities may be addressed by utilizing public service dollars to support workforce development/training opportunities and related support services. Support services that may be eligible include, but are not limited to, rental housing subsidies, housing counseling, employment training, and childcare services. The City requested proposals/applications to address these and other similar public service needs and the applications are due on August 15, 2022. In addition, the City proposes to utilize CDBG funds to continue addressing some of the homeless needs of the community and the housing needs of the low and moderate-income residents in our community. This is supported by the responses on the survey.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	KISSIMMEE	
CDBG Administrator	KISSIMMEE	Development Services Department
HOPWA Administrator		
HOME Administrator	KISSIMMEE	Human Services Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Kissimmee is an entitlement community that receives direct allocations of Community Development Block Grant (CDBG) funding from HUD each fiscal year. Osceola County is the HOME Program Consortia Lead, and the City of Kissimmee receives a portion of the HOME Consortia's annual allocation each fiscal year.

Consolidated Plan Public Contact Information

Frances DeJesus, Housing and Community Development Manager

City of Kissimmee

Phone: (407) 518-2156

E-mail: frances.dejesus@kissimmee.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

During the development of the Annual Action Plan, the City of Kissimmee consults directly with local housing and supportive services agencies and organizations to discuss the needs of the most vulnerable populations, and how to expedite the delivery of services through partnership and Sub-Recipient opportunities. This section includes a list of local agencies that the City of Kissimmee consults with during and after the development of the Annual Action Plan to enhance coordination and delivery of CDBG funds and activity benefits.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Kissimmee uses a variety of methods to consult with local agencies to enhance coordination between public and private organizations that deliver services directly to eligible persons and households. Those methods include public/private partnerships to deliver program services directly to eligible beneficiaries, to collect data on the current housing and community development needs of the community, and participation in public meetings and one-on-one consultations to discuss how to best leverage available funding resources towards projects that are shovel ready and achieve a national objective.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Kissimmee consults with the Homeless Services Network of Central Florida at least once annually to discuss the current needs of Kissimmee's homeless population, and how CDBG funds could best be spent to benefit this population and their families. Most recently, the City consulted directly with Homeless Services Network of Central Florida to gather data to assist with project selection for activities funded with HOME-ARP funds. This consultation involved a thorough review of Osceola County's HMIS data and the specific underserved sub-populations that are considered the most vulnerable under the current economic conditions.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Kissimmee does not receive ESG funds, so consultation with Homeless Services of Central Florida does not include these items.

2. Agencies, groups, organizations and others who participated in the process and consultations

(See next page)

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Osceola
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with the Osceola County Housing and Community Development Department on potential partnership opportunities for projects that benefit both communities.
2	Agency/Group/Organization	Osceola Council on Aging
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with the Osceola Council on Aging for potential partnership opportunities to implement CDBG and HOME funded housing activities.
3	Agency/Group/Organization	Habitat for Humanity, Osceola
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with Habitat for Humanity Osceola to implement housing activities such as housing rehabilitation, roof replacement, and other minor repairs.
4	Agency/Group/Organization	Hope Partnership
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults with the Hope Partnership organization to gather current homeless population data and to discuss potential partnership opportunities to implement CDBG funded projects and programs to deliver services directly to the homeless population in Kissimmee.
5	Agency/Group/Organization	Help Now of Osceola
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults with Help Now Osceola to discuss potential partnership opportunities to deliver CDBG funded public services directly to the eligible qualified populations they serve in the community.

6	Agency/Group/Organization	Helping Others Make the Effort
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults with Helping Others Make the Effort to discuss potential partnership opportunities to deliver CDBG funded public services directly to the eligible qualified populations they serve in the community.
7	Agency/Group/Organization	Back on Track
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Back on Track Program provides CDBG funded employment services directly to qualified persons when funding is available.
8	Agency/Group/Organization	Lighthouse of Central Florida
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Lighthouse of Central Florida provides CDBG funded vision rehabilitation and employment services to teens and young adults with vision impairments when funding is available.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types that were not specifically consulted during the development of the Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Services Network of Central Florida	

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

(See next page)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
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1	Public Meeting	Non-targeted/broad community	On June 23, 2022, the City of Kissimmee conducted an in-person public meeting to collect public input on potential activities to fund with the City of Kissimmee's 2022-2023 CDBG allocation. The public meeting was well attended by representatives of several local housing and supportive services organizations.	During the public meeting, hard copy Public Input Surveys were distributed to attendees. The surveys asked attendees to rank their top three priorities for public services funding. The completed survey results are as follows: 1) Employment Training; 2) Senior Services, Services for Persons with Disabilities, Transportation services, child care services, and housing information and referral services (tied); and 3) Tenant /landlord counseling and	There were no public comments that were not accepted during this public meeting.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				subsistence payments (tied).		
2	Newspaper Ad	Non-targeted/broad community	A 30 day public comment period to solicit public comment on the draft 2022-2023 Annual Action Plan is scheduled to take place June 9, 2022 through July 11, 2022. A newspaper ad was published in the Osceola Gazette on [Need Date].	No comments were received.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	A 30 day public comment period to solicit public comment on the draft 2022-2023 Annual Action Plan is scheduled to take place June 9, 2022 through July 11, 2022. It was posted to the City of Kissimmee website on June 9, 2022.	No comments were received.	N/A	N/A
4	Public Hearing	Non-targeted/broad community	A public hearing for any final comment on the draft 2022-2023 Annual Action Plan is scheduled to take place during the regularly schedule City of Kissimmee Commission Meeting on July 19, 2022.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

During the 2022-2023 program year, the City of Kissimmee was awarded \$732,540.00 in CDBG funding to allocate to eligible projects and activities that provide housing and non-housing community development benefit for households at or below 80% of the area median income. In addition, the City of Kissimmee received \$373,301.95 in HOME Program funding through the Osceola County HOME Consortia that will be allocated towards eligible provides the provide affordable housing benefit for households at or below 80% of the area median income. City HOME Program funded activities are further described in Osceola County's 2022-2023 Annual Action Plan, but include: Tenant Based Rental Assistance (TBRA), CHDO Set-Aside - Rental Housing Development, New Construction of Rental Housing, and Program Administration.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	732,540	0	0	732,540	1,465,080	All CDBG funded activities will benefit income qualified households less than 80% of the area median income.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Acquisition Admin and Planning Housing	373,301	0	0	373,301	0	As part of the Osceola County Consortium, the City expects to receive these monies to increase homeownership and affordable housing opportunities for low and very low income households.
Other	public - federal	Acquisition Admin and Planning Housing Public Services	1,217,478	0	0	1,217,478	0	These funds can be used to make targeted, strategic investments in housing and other assistance for people experiencing or at imminent risk of homelessness, and other vulnerable populations.
Other	public - state	Acquisition Admin and Planning Housing Public Services	777,320	0	0	777,320	0	Funds are available to use as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program is designed to help very low, low and moderate income families.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as a match towards affordable housing activities

Annual Action Plan
2022

19

predominately supported by HOME program funding. The City will also leverage other special private, state and local fund allocations towards eligible Federal program activities, if they are to become available.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Upon review of publicly owned land or property, it was determined the City currently has one parcel that could be used to address the needs identified in the Consolidated Plan period. The lot located at 219 N. Randolph is currently vacant and ready for development.

Discussion

In Program Year 2022, the City expects to receive the following: \$732,540 in CDBG and \$777,320 in SHIP funds. As part of the Osceola County Consortia, the City will receive \$373,301.95 in regular HOME funds and \$1,217,478.50 in HOME-ARP funds. In addition, the City still has available NSP 1, NSP 3, and CDBG-CV 1 and 3 funds that are expected to be committed and spent in the near future. At this time it is unclear if the City will spend its NSP program income as NSP or if it will be transferred into CDBG. If that happens the City will do a substantial amendment to identify the projects and activities to be done.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2020	2025	Affordable Housing	City of Kissimmee	Affordable Housing		Housing Code Enforcement/Foreclosed Property Care: 5 Household Housing Unit
2	Public Services	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services		Public service activities other than Low/Moderate Income Housing Benefit: 1 Persons Assisted
3	Public Facilities and Infrastructure Development	2020	2025		City of Kissimmee	Public Facilities and Infrastructure Improvements		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1 Households Assisted
4	Affordable Housing	2020	2025	Affordable Housing Homeless	City of Kissimmee	Affordable Housing		Homeowner Housing Rehabilitated: 1 Household Housing Unit
5	Program Administration	2020	2025	Program Administration	City of Kissimmee	Program Administration		Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Preservation
	Goal Description	Activities relating to housing rehabilitation, elimination of slum/blight, and code enforcement repairs.
2	Goal Name	Public Services
	Goal Description	A variety of CDBG funded activities that involve the delivery of public services to qualified households through City or Non-Profit Housing Services Providers implemented programs.
3	Goal Name	Public Facilities and Infrastructure Development
	Goal Description	New construction or rehabilitation of public facilities that benefit qualified households including homeless, non-homeless persons with special needs, and low- to moderate-income households.
4	Goal Name	Affordable Housing
	Goal Description	Owner-occupied housing rehabilitation for qualified households including non-homeless special needs, and low- to moderate-income households.
5	Goal Name	Program Administration
	Goal Description	Eligible activities for the implementation of CDBG funded projects during the program year.

AP-35 Projects - 91.420, 91.220(d)

Introduction

During the 2022-2023 program year, the City of Kissimmee plans to allocate \$732,540.00 in awarded CDBG funds to a variety of projects in eligible funding categories including Code Enforcement, Public Services, Homeless Facilities, Housing Rehabilitation and Program Administration. Specific activities funded within these projects will be selected based on their readiness to proceed, budgetary requirements, and need. The City of Kissimmee may choose to implement these projects internally or through partnership with a local, qualified housing and supportive services provider.

#	Project Name
1	Code Enforcement
2	Public Services
3	Homeless Facilities
4	Housing - Rehabilitation
5	Program Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

This program year's allocation priorities were selected based on the continued, underserved need caused by the COVID-19 pandemic, as well as a special focus on the needs of homeless households that proved to be most vulnerable over the last two years. Now that the health and safety crisis caused by the COVID-19 pandemic has begun to subside, the City of Kissimmee is prioritizing more projects that require face-to-face interaction including the construction of new homeless facility, owner-occupied housing rehabilitation, and public services to the most vulnerable populations in our community.

The City intends to allocate available public service funding and other resources to provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities.

AP-38 Project Summary
Project Summary Information

(See next page)

1	Project Name	Code Enforcement
	Target Area	City of Kissimmee
	Goals Supported	Housing Preservation
	Needs Addressed	Affordable Housing
	Funding	\$80,000
	Description	A variety of activities including repairs to owner-occupied dwelling in need of repair due to code enforcement issues.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee estimates between 5 and 10 qualified households will receive benefit from this project.
	Location Description	This project will benefit households city-wide in Kissimmee.
	Planned Activities	Housing repairs due to code enforcement issues, and/or salary costs of Code Enforcement employees for monitoring of code enforcement issues.
2	Project Name	Public Services
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	\$109,881
	Description	Funding for a variety of public services for housing or non-housing benefit to income qualified households through programs implemented internally or through local housing and supportive services providers.
	Target Date	9/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee anticipates that approximately 50 income qualified households will receive benefit from activities funded through this project.
	Location Description	Public services will be provided city-wide in Kissimmee.
	Planned Activities	Eligible public services include activities such as job training/placement, education services, health care, or other housing or non-housing benefit.
3	Project Name	Homeless Facilities
	Target Area	City of Kissimmee
	Goals Supported	Public Facilities and Infrastructure Development
	Needs Addressed	Homeless Prevention
	Funding	\$300,000
	Description	New construction or rehabilitation of a new or existing public facility to benefit homeless households seeking or receiving care through the local homeless care system.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee anticipates the benefit of 50-75 homeless persons or families with activities funded within this project.
	Location Description	The facility will be located within the city limits of Kissimmee.
	Planned Activities	New construction or rehabilitation activities, including planning and engineering, of one public facility for the purpose of serve homeless families.
4	Project Name	Housing - Rehabilitation
	Target Area	City of Kissimmee
	Goals Supported	Affordable Housing

	Needs Addressed	Affordable Housing
	Funding	\$96,151
	Description	This project include activities involving minor or moderate housing rehabilitation repairs to owner-occupied, income qualified households.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee anticipates 10-15 income qualified households will benefit from these project activities.
	Location Description	Income qualified households will be selected within the city limits of Kissimmee.
	Planned Activities	Minor and moderate rehabilitation of owner-occupied households.
5	Project Name	Program Administration
	Target Area	City of Kissimmee
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	\$146,508
	Description	Eligible activities related to the City's implementation of CDBG funded projects during the program year 2022-2023.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	City of Kissimmee

	Planned Activities	Eligible administrative costs related to the internal implementation of CDBG funded projects and activities.
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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State funding resources are generally allocated on a City-wide basis. However, as identified in Section MA-50 of the Market Analysis in the 2020-2025 Consolidated Plan, there are large concentrations of lower income housing in the west central portion of Kissimmee along John Young Parkway that are in need of affordable housing activities to address common housing problems. In addition, there is a large population of precariously housed residents residing in motels and hotels along U.S. Highway 192 which the City is working with Osceola County School District to focus resources in this area to address these issues.

Geographic Distribution

Target Area	Percentage of Funds
City of Kissimmee	80

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Projects are selected based on the level of need and availability of resources.

Discussion

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Projects are selected based on the level of need and availability of resources.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

House Bill 1339, which was adopted by the Florida Legislature in July 2020, requires that local governments review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. According to the regulations, an annual report must be submitted to City Commission that which includes recommendations on the implementation of affordable housing incentives. These recommendations are made by the Affordable Housing Advisory Committee (AHAC). The AHAC meets on a monthly basis to discuss different incentives for consideration.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Understanding the obstacles that are present in this community is the first step to creating strategies to remove or ameliorate these barriers to affordable housing. The City of Kissimmee, in partnership with the City's Affordable Housing Advisory Committee (AHAC), will continue working together to address these public and private sector barriers and create strategies to further affordable housing. The following is a list of strategies that the City of Kissimmee proposes to review during the upcoming program year:

- Community Land Trust
- Inclusionary zoning

Discussion

The City has reviewed the following incentives:

- A. **Expedited Permitting** - Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The current process used to expedite permits is as follow:

1. A developer must provide documentation to the City's Housing Program staff their project has received funding in whole or in part from federal, state, or local agencies and that a portion of the units are to benefit low and moderate income persons as defined by the U.S. Department of Housing and Urban Development.
2. The Housing and Community Development staff will review the documentation submitted by the developer to determine if the project meets the requirements to be considered "affordable housing".
3. The Housing and Community Development staff will then provide the developer with a Notification form (on bright color paper) which details the particulars regarding the project and signed by the Housing and Community Development staff.
4. The Notification form is then submitted by the developer or their contractor with applicable applications for building permits or development permits, which indicate that the project is a publicly funded affordable housing project and that the review process should be expedited to the greatest extent possible.
5. Review staff shall indicate on the forms the date of submission and approval and return the form to the Housing and Community Development staff so that they can track and report the city's efforts to implement the expedited permitting requirement.

This process has been adopted as a policy.

B. **Ongoing Review Process** - An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The City of Kissimmee has established a process by which the local government considers before adopting policies, procedures, ordinances, regulations, or plan revisions if it increases the cost of housing. Land Development Code (LDC) amendments and Comprehensive Plan amendments are reviewed by the Planning Division, the Planning Advisory Board, and the City Commission. Final review and approval is by City Commission. Those responsible for reviewing proposed ordinance and policy amendments consider a variety of issues including the reason(s) why the amendment is being proposed and whether the regulations and policies within the LDC and the Comprehensive Plan support the proposed amendment.

One of the recommendations included in the 2021 Annual AHAC Report is for staff from the initiating department/ division shall meet with the Housing staff to discuss the impact of the policy on the cost of affordable housing. During the review of the proposed policy or regulation, the housing staff shall perform research on the impacts of that policy or regulation on housing cost and provide the results in the form of an impact analysis (Housing Impact Statement) to the AHAC at an upcoming meeting. It is expected that staff is going to develop the Housing Impact Statement template for AHAC review in 2022.

C. **Modification of Impact Fees**

Existing Strategy: In lieu of an impact fee reduction or reimbursement, the City of Kissimmee includes in its Local Housing Assistance Plan a strategy that gives developers a financial incentive in the amount of \$20,000 as a contribution to affordable housing projects if

they are participating in the Florida Housing Finance Corporation's funding process. In years when SHIP funding was not available the City Commission has waived building permit fees in the amount of \$20,000 as a local government contribution for the construction of affordable housing. However, this is not a standing policy.

Proposed Recommendation: Develop a policy to offer reimbursement of mobility fees and park and recreation impact fees for affordable housing developments based on a sliding scale related to the level of affordability and subject to availability of funding.

Flexible Densities

Existing Strategy: The Kissimmee City Code allows for a density bonus of 5% if the development sets aside at least 10% of its units as affordable housing. These units must remain affordable for up to 30 years.

Proposed Recommendation: In order for developments to be eligible for a density bonus of 5%, the development must set aside at least 20% of its units as affordable housing. These units must remain affordable for up to 15 years.

Affordable Accessory Residential Units

Existing Strategy: Accessory dwelling units are permitted in most zoning districts provided they meet the requirements of the Land Development Code.

Proposed Recommendation: City should not include attached Accessory Dwelling Units (ADU) in the density calculations for any of the zoning districts; however, the attached ADU should be included in the calculation for infrastructure for the purpose of calculating mobility fees, impact fees and connection fees. In addition, the City should remove the requirement that the principal structure be owner occupied.

Public Land Inventory

Existing Strategy: The current list, which was reviewed and adopted in 2019, includes all of the parcels of land owned by the City, not just those that are appropriate for the development of affordable housing.

Proposed Recommendation: Housing staff shall prepare the inventory list of surplus land including only those parcels that are appropriate for affordable housing and to draft guidelines for a Surplus Land for Affordable Housing Program. The program shall include guidelines on parcel identification, oversight, disposition procedures, affordability requirements, etc.

Support of Development Near Transportation Hubs

Existing Strategy: There is not a strategy to provide financial support of development near transportation hubs at this time.

Proposed Recommendation: The City shall encourage housing developments that meet the definition of either affordable housing or workforce housing and are located near transportation, employment centers, and/or mixed used development through available funding sources and/or regulatory incentives.

Other:

Community Land Trust

Existing Strategy: There is not a strategy to support community land trusts at this time.

Proposed Recommendation: The Community Land Trust model shall be evaluated as a potential program for affordable housing in the City of Kissimmee.

Definition of Affordable and Workforce Housing Developments

Existing Strategy: There is not a strategy that defines affordable and workforce housing at this time.

Proposed Recommendation: Affordable Housing Developments– Developments in which at least 20% of the units are set aside and meet the definition of affordable housing as defined in Chapter 420 of the Florida Statutes. Workforce Housing – No separate definition was recommended since housing units set aside for persons earning between 80% to 120% are already included in the above definition.

Most of the recommendations listed above are expected to be adopted in 2022.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following is a list of actions that the City of Kissimmee plans to implement over the next one-year period to achieve success in addressing the housing and community development needs of low- to moderate-income residents and families.

Actions planned to address obstacles to meeting underserved needs

The City of Kissimmee will continue working with internal departments, as well as other public and private organizations to expand services and leverage Federal and State funding in order to address the underserved needs of the community. Obstacles that arise over the next one-year period will be addressed in two ways: 1) determine the level of urgent need and propose a solution with available resources in the current funding year; and/or 2) re-prioritize future funding based on the level of urgent need and available resources.

Actions planned to foster and maintain affordable housing

Through the HOME Investment Partnerships (HOME) program and the State Housing Initiatives Partnership (SHIP) program, the City of Kissimmee will continue efforts of fostering and maintaining existing and new affordable housing by working with local CHDOs and developers to expand and increase affordable housing opportunities. The City of Kissimmee anticipates allocating over \$431,000 towards the development of affordable housing opportunities during this one-year period.

Actions planned to reduce lead-based paint hazards

The overall goal of the City is to reduce or eliminate lead-based paint hazards and prevent childhood lead poisoning. This will be accomplished through a coordinated effort of public and private sectors.

Actions planned to reduce the number of poverty-level families

In every program where federal funds are expended on housing units, the City will incorporate the current procedures for lead hazard reduction or LBP abatement guidelines as defined in 24 CFR Part 35.

The City of Kissimmee will continue seeking out opportunities to work with not-for-profit partners to reduce the poverty level amongst our residents especially those who are at risk of homelessness.

Actions planned to develop institutional structure

The City of Kissimmee will continue to monitor the strengths and gaps in the current institutional delivery structure over the next one year period, and make necessary adjustments to maximize

outcomes using Federal and State funding.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, the City of Kissimmee develops a list of stakeholders and service providers for consultation and service delivery purposes. In order to increase coordination, the City will work with stakeholders and service providers to collect current and accurate data to make adjustments on the needs of their clientele and measure performance efficiency.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

RESOLUTION NO. _____-2022

A RESOLUTION OF THE CITY OF KISSIMMEE, ADOPTING THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING SUBMISSION OF THE ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2022-2023 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the “City”) is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City has prepared a One-Year Action Plan for use of its CDBG and HOME funds that includes required federal forms and certifications to apply for the funds from the federal CDBG and HOME programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE THAT:

Section 1: The One-Year Action Plan for 2022-2023, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium One-Year Action Plan, and to submit the City’s One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 19th day of July, 2022.

Attest:

City Commission
City of Kissimmee, Florida

Linda S. Hansell
City Clerk

Olga Gonzalez
Mayor-Commissioner

Approve as to form and legality

City Attorney

Date

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Kissimmee

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-600348

*** c. UEI:**

DPHBBJP7RHY3

d. Address:

*** Street1:**

101 Church Street

Street2:

*** City:**

Kissimmee

County/Parish:

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

34741

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Frances

Middle Name:

*** Last Name:**

De Jesus

Suffix:

Title:

Housing and Community Development Manager

Organizational Affiliation:

*** Telephone Number:**

407-518-2156

Fax Number:

407-518-2497

*** Email:**

frances.dejesus@kissimmee.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing and Unrban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

2022 Annual Action Plan - Community Development Block Grant (CDBG) Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

15

* b. Program/Project

15

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/1/2022

* b. End Date:

9/30/2022

18. Estimated Funding (\$):

* a. Federal

732,540.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

732,540.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Ms.

* First Name:

Olga

Middle Name:

* Last Name:

Gonzalez

Suffix:

* Title:

Mayor, City of Kissimmee

* Telephone Number:

407-518-2315

Fax Number:

407-518-8369

* Email:

olga.gonzalez@kissimmee.gov

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE Mayor, City of Kissimmee	
APPLICANT ORGANIZATION City of Kissimmee		DATE SUBMITTED 7/19/2022	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ITEM 5.B

Public Hearing - Fountainhead PUD Amendment: PUD-22-0003

Request

Approval of a Planned Unit Development (PUD) Amendment to amend development standards and uses in the Fountainhead PUD on approximately 128.1 acres of land.

Explanation

This PUD Amendment will consolidate and amend development standards and uses of the Fountainhead PUD (DRC#00-0082), establish phasing, and a conversion matrix to transfer and convert uses and entitlements. Fountainhead was previously a Development of Regional Impact (DRI) that was rescinded at the May 5, 2015 City Commission meeting (DRC#14-064). The rescission included 1,144 multi family units, 230,000 sq. ft. retail, and 120,000 sq. ft. office uses which are consistent with the current entitlements and uses included with this PUD Amendment.

To date, 568 multi family units and 8,400 sq. ft. of office space have been constructed within the southern area of the property and will now be considered Ph. 1. The remaining 576 multi-family units, 111,600 sq. ft. office, and 230,000 sq. ft. retail will be considered Ph. 2 within the undeveloped areas. Development standards have been consolidated to standard setbacks and uses will defer to Highway Commercial (HC) zoning with restrictions/prohibitions on specific uses. In addition, a conversion matrix to transfer and convert uses as well as a maximum height of 45ft./4 stories, will also be established with this PUD amendment.

FINDINGS AND REASONS:

Compliance with Land Development Code Section 14-3-28(G), Zoning Map Amendment to Planned Unit Development, in regards to the submittal and review procedures and criteria to support PUD conceptual plan amendments.

Compliance with the site design regulations such as density, lot area, setbacks, building separation, height, and other general standards such as internal circulation, access and other conditions as outlined in Section 14-4-8(D)(4).

Compliance with Policy 1.2.1.3, Multi Family Medium Density Residential (MF-MDR) Future Land Use Designation, intended to ensure sufficient land area for developments of medium density and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR.

Compliance with Policy 1.2.1.4, Multi Family High Density Residential (MF-HDR) Future Land Use Designation, to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses.

Recommendation

The Development Review Committee (DRC) recommended approval at the April 5, 2022 meeting, subject to conditions.

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on June 15, 2022.

CONDITION:

City of Kissimmee

1. All other conditions, regulations, standards, etc.,not mentioned by this amendment shall be governed by the Land Development Code.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

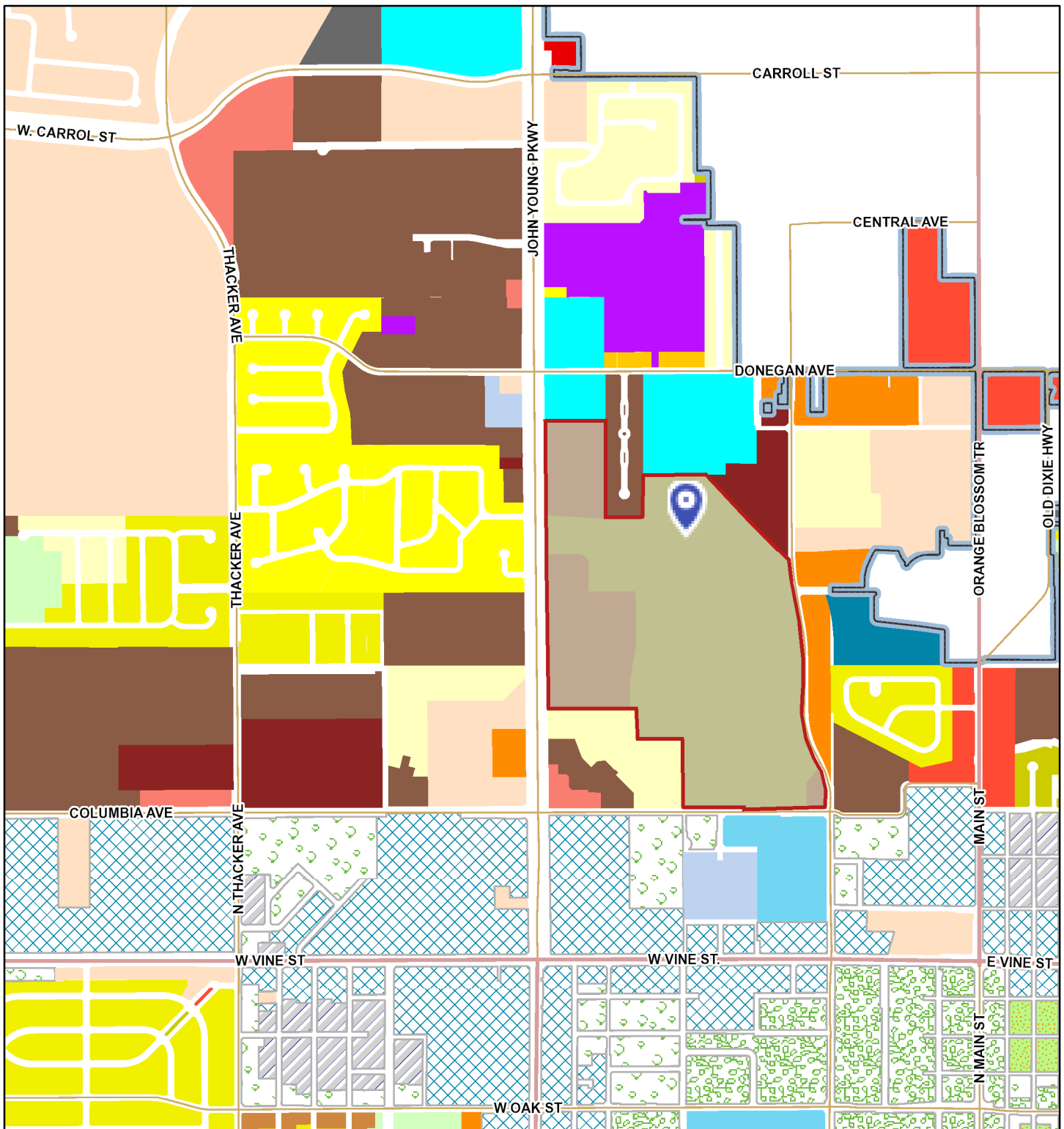
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

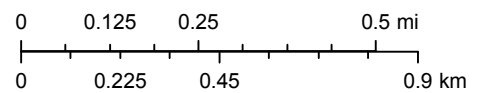
1. PUD-22-0003 Vicinity Map
2. PUD-22-0003 Aerial Map
3. PUD-22-0003 Site Data Tables
4. PUD-22-0003 PUD Narrative
5. PUD-22-0003 PUD Phasing Plan
6. PUD-22-0003 PAB Actions
7. PUD-22-0003 DRC Planning Comments
8. PUD-22-0003 DRC School District Comments
9. PUD-22-0003 DRC Engineering Comments
10. PUD 22-0003 DRC Toho Comments
11. PUD-22-0003 DRC Application

Fountainhead
PUD Amendment PUD-22-0003



May 1, 2022

1:17,153

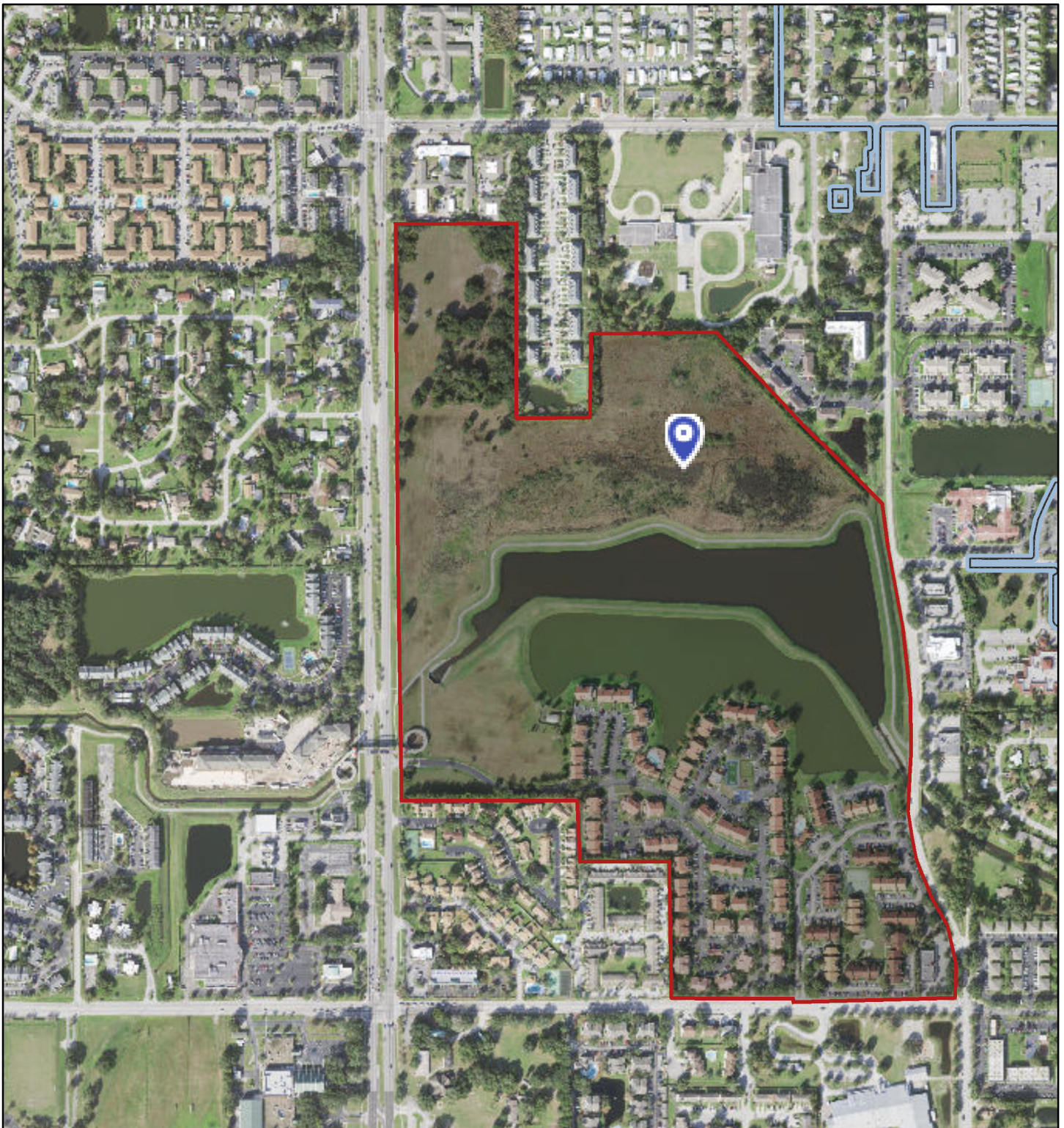


- Toll Roads
- US Roads
- Major Roads
- COUNTY

City Limits

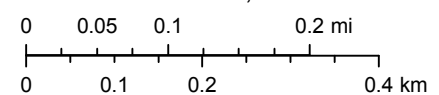
- CITY

Fountainhead
PUD Amendment PUD-22-0003



May 1, 2022

1:8,577



- Parcels
- Road Centerlines

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

City Limits

- CITY
- COUNTY

- Citations
- 2.4m Resolution Metadata

World Imagery

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Fountainhead Planned Unit Development (PUD) Amendment
Parcel ID# 16-25-29-00U0-0045-0000, 16-25-29-00U0-0125-0000,
16-25-29-1581-0001-0010, 16-25-29-00U0-0031-0000,
16-25-29-1581-0001-0020, 16-25-29-00U0-0021-0000
16-25-29-1039-0001-COMM, 16-25-29-00U0-0014-0000
East of John Young Pkwy., West of Central Ave.,
South of Donegan Ave., North of Columbia Ave.
Site Data Tables

Site Data	
Size	128.1 acres
Future Land Use Designation	Commercial General (CG), Multi Family High Density Residential (MF-HDR), Multi Family Medium Density Residential (MF-MDR), Conservation (CONS)
Proposed Future Land Use Designation	N/A
Zoning District Designation	Residential Planned Unit Development (RPUD) Mixed Use Planned Unit Development (MUPUD)
Proposed Zoning District Designation	N/A
Existing Overlay District	N/A
Existing Use(s)	Multi-Family, Recreation, Stormwater, Vacant
Proposed Use(s)	Multi-Family, Recreation, Stormwater, Commercial, Office
Adjacent Land Use	
North	MF-MDR, Institutional (INST)
South	MF-HDR, Mixed Use Vine (MU-V)
East	MF-HDR, MF-MDR, CONS, Office-Residential (OR)
West	MF-HDR, MF-MDR, CG, Single Family Low Density Residential (SF-LDR)
Adjacent Zoning	
North	Community Facility (CF), Multiple Family Medium Density (RC-1), Multiple Family High Density Residential (RC-2)
South	RC-1, Mixed-Use Urban Corridor (T5-U), Neighborhood Open (T4-O), Special District (SD)
East	Office Commercial (B-5), RC-1
West	MUPUD, RPUD, RC-1, RC-2, Single Family Residential (RA-1)

Past/Current Project Tracking	91-027 DRI 91-062 PUD Rezoning 91-088 Land Use Amendment 91-093 Annexation 99-200 DRI NOPC (Amendment) 00-012 PUD Site Plan 00-082 PUD Amendment 00-124 PUD Site Plan 01-017 Final Plat 01-030 PUD Amendment 05-024 DRI NOPC 06-044 DRI NOPC 06-048 PUD Amendment 06-133 PUD Amendment (Full Circle World) 06-153 PUD Site Plan (Full Circle World) 06-154 Preliminary Plat (Full Circle World) 07-083 DRI NOPC 07-089 City Commission Variance 12-244 DRI NOPC 14-064 DRI Rescission PUD-22-0003 PUD Amendment (Pending)
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Comprehensive Plan Summary	
Policy 1.2.1.3, Medium Density Residential (MDR): The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. The Multi-Family Medium Density Residential (MF-MDR) designation is intended to accommodate multi family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.	
Potential Zoning Districts	Multiple Family Medium Density Residential Districts - RC-1 and RC-2 Medium Density Residential Districts - RB-1 and RB-2 Residential Planned Unit Development District (RPUD). Short-Term Rental Planned Unit Development District (SRPUD). Mixed-Use Planned Unit Development District (MUPUD).
Policy 1.2.1.4, Multi-Family High Density Residential (MF-HDR): High density residential uses in the City shall range from 21-25 units per acre. The high density future land use designation is intended to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses. Specific areas designated for high	

density development shall be adjacent to existing or anticipated major thoroughfares and/or transit routes and facilities, and shall be supported by the requisite utilities. In addition, these areas generally shall be highly accessible to commercial services, and may be located adjacent to mixed-use areas. Specific density of future development proposals within these areas shall provide smooth transitions in residential density, preserve stability of established neighborhood areas, and shall include sufficient open space, parking, and landscaping to reinforce goals and objectives for quality living areas.

Potential Zoning Districts	Multiple Family Medium Density Residential Districts - RC-1 and RC-2
	Medium Density Residential Districts - RB-1 and RB-2
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development District - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

Policy 1.2.3.2, Commercial General (CG): The Commercial General (CG) areas are designated on the Future Land Use Map for purposes of accommodating office uses and general retail sales and services. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 FAR. The Commercial General land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities, that possess necessary location, site, and market requirements. This future land use designation shall be implemented through the City's Land Development Code. This area is not intended to accommodate manufacturing, processing, or assembly of goods, sales and service of heavy commercial vehicle and equipment, or related services or maintenance activities; warehousing; uses requiring extensive outside storage; or other activities which may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards.

Potential Zoning Districts	Neighborhood Commercial District - B-2
	General Commercial District - B-3
	Highway Commercial District - HC
	Office Commercial District - B-5

Policy 1.2.8.2, Conservation (CONS): Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas. The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties.

Potential Zoning Districts	All Zoning Districts
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<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-4-8(B), Residential Planned Unit Development (RPUD) Intent: The purpose of this district is to permit land under unified control to be planned and developed for permanent residential occupancy with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.
Land Development Code Section 14-4-8(D), Mixed Use Planned Unit Development (MUPUD) Intent: The purpose of this district is to permit land under unified control to be planned and developed for a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.

<i>Zoning Comparisons</i>		
	<i>Existing Standards</i>	<i>Proposed Standards</i>
Uses*	HC Zoning Standards (Parcels 4,5,6, & 7) B-5 Commercial Standards (Parcels 8,9,10, 11) B-2 Commercial Standards (Parcel 12)	HC Zoning Standards
Max. Height	35 ft.	45 ft./4 stories Multi Family 35 ft. Office HC Zoning Standards Retail/Commercial
Setbacks		
Front	40 ft. Front to Front	25 ft. From PUD Boundary
	40 ft. Front to Rear	10 ft. (MF) 35 ft. (Retail) 25 ft. (Office)
	25 ft. From Public ROW (MF) 35 ft. from Public ROW (Retail & Office)	
	25 ft. From PUD Boundary	
	10 ft. From Parking Drive (excludes garages)	
	5 ft. From Parking Space (excludes garage)	
Side	20 ft. Side to Side	10 ft. (MF & Office) 15 ft. (Retail)
	30 ft. Side to Rear (MF) 20 ft. Side to Rear (Retail & Office)	
Rear	30 ft. Rear to Rear (MF) 20 ft. Rear to Rear	5ft.

	(Retail & Office)	
Max. Density	18 du/ac (MF) 12,000 sq. ft./ac (Retail & Office)	20 du/ac MDR FLU 25 du/ac HDR & CG FLU 12,000 sq. ft./ac (Retail & Office)

**The Fountainhead PUD has restrictions on specific HC Zoning uses in the PUD Narrative.*

Public Facilities Analysis	
Transportation	
Adjacent street	John Young Pkwy., Central Ave., Columbia Ave.
Street Quality of Service (QOS)	Adjacent Streets are under State & City jurisdictions.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

1.0 Developer Information:

1.1 Developer / Applicant:

- Kissimmee Investors, Inc.
- Attn: Mr. Anup Vasisht
- 1860 Jessica Court
- Winter Park, Florida 32789
- Business Telephone: (321) 229-2888

1.2 Agent:

- S&ME, Inc.
- Attn: Mr. Eric Raasch
- 1615 Edgewater Drive, Suite 200
- Orlando, Florida 32804
- Business Telephone: (407) 683-6939
- Business Facsimile: (407) 975-1278

2.0 Evidence of Ownership or Control of Property:

2.1 Ownership documentation is on file with the City of Kissimmee.

3.0 Executive Summary:

3.1 The Fountainhead PUD is a 128.1 acre, more or less, mixed use development with an existing 568 multi-family units known as the Lake Tivoli Apartments and the Fountainhead Apartments located near the northeast intersection of John Young Parkway and Columbia Avenue in Kissimmee, Florida.

3.2 Development, to date, was originally pursuant to a DRI approved in 1992.

3.3 In April of 2000, the City of Kissimmee approved a Notification of Proposed Change to the previously approved DRI which added a 4.6 acre, more or less, piece of property to the DRI boundary, updated Map H, and reconfigured the internal geometry. The legal description and development order were amended appropriately.

- 3.4 On May 5, 2015, the City of Kissimmee approved the rescission of the Fountainhead DRI, subject to the conditions listed in the associated Fountainhead Development Agreement recorded at Osceola County Book 4821 / Pages 1911-1937.
- 3.5 To date, 568 multi-family dwelling units and 8,400 square feet of office have been constructed under Phase 1. Future Phase 2 will include 576 residential units, 230,000 square feet of retail, and 111,600 square feet of office.

4.0 Purpose and Intent of Proposed PUD Amendment:

- 4.1 To update the PUD for compliance with the 2015 Fountainhead Development Agreement recorded at Osceola County Book 4821 / Pages 1911-1937. This request will result in two separate phases; the existing Phase 1 and the future Phase 2, as referenced in the agreement.

5.0 Summary of Proposed PUD Amendment:

- 5.1 Former Parcels 1, 12, the Lake Tivoli Residential parcel, and the Fountainhead Apartments Residential parcel have been combined into existing Phase 1, which is currently built out with 568 multi-family residential units and 8,400 square feet of office uses.
- 5.2 Former Parcels 2-11 have been combined into future Phase 2, which will include entitlements for 576 multi-family residential units; 230,000 square feet of retail; and 111,600 square feet of office uses, with flexibility to convert entitlements based on a Land Use Conversion Matrix.

6.0 Proposed Uses for Each Phase:

- 6.1 Phase 2 is proposed for multi-family residential, retail, office and/or service uses. Non-residential uses shall be consistent with the permitted and conditional uses listed in the Highway Commercial (HC) zoning district, with the following restrictions:
 - 6.1.1 Outdoor storage may be permitted as an ancillary use subject to the standards in LDC 14-6-12.
 - 6.1.2 Bus depots and taxi stations shall be prohibited.
 - 6.1.3 Motor vehicle sales and leasing shall be prohibited.
 - 6.1.4 Motor vehicle repair shall be subject to a conditional use and restricted to an accessory use.
 - 6.1.5 Temporary labor services shall be prohibited.
 - 6.1.6 Indoor secondhand merchandise establishments shall be prohibited.
 - 6.1.7 Heliports shall be prohibited.
 - 6.1.8 Recycling collection centers shall be prohibited.
 - 6.1.9 Gun ranges (outdoors) shall be prohibited.
 - 6.1.10 Outdoor advertising signs shall be restricted by City wide ordinance.
 - 6.1.11 All other uses listed as a conditional use in the HC district, shall be subject to conditional use approval.
 - 6.1.12 Communication towers and other communication facilities shall be subject to a conditional use approval and towers shall be further restricted by requiring camouflaged towers as defined below:

- 6.1.12.1 Towers must be designed to unobstructively blend into the existing surroundings and be designed so as not to have the appearance of a communication tower. Camouflaged towers on buildings must be disguised to appear as an accessory structure that is normally associated with the principal use, such as, but not limited to, a church steeple on a church. Other camouflaged towers must be disguised to blend in with other facilities on the property or existing landscape or hardscape features, such as, but not limited to a flagpole, or a tower in the form and shape of a tree in order to appear to be a part of a forested area, or a tower to appear to be or to actually be a component of a bell or clock tower.
- 6.2 The existing office located at the northwest corner of W Columbia Avenue and N Central Avenue shall remain as a permitted use.
- 6.3 The existing Lake Tivoli and Fountainhead Apartment developments shall remain as a permitted use. Ancillary structures, incidental to and consistent with those reasonably associated with multiple family developments shall be permitted to include any structures that may be proposed in the future.

7.0 Site Development Standards:

	Category	Use		
		Residential (MF)	Retail	Office
7.1	Maximum Building Height	45' / four stories*	Per HC zoning standards	35'
7.2	Minimum Living Area	600 sf	N/A	N/A
7.3	Minimum Parking Required	1 bedroom = 1.5 spaces	1 space per 200 gsf	1 space per 300 gsf
		2 or more bedrooms = 2 spaces	1 space per 200 gsf	1 space per 300 gsf
7.4	Minimum Building Setbacks			
	from PUD boundary	25'	25'	25'
	front	10'	35'	25'
	side	10'	15'	10'
	rear	10'	15'	10'
7.5	Minimum Ancillary Structure Setbacks			
	front	10'	10'	10'
	side	5'	5'	5'
	rear	5'	5'	5'
7.6	Minimum lot area	N/A	30,000 sf	40,000 sf
7.7	Minimum lot width	N/A	150'	150'
7.8	Maximum lot coverage	75%	80%	80%
7.9	Maximum densities	20 du/acre in MDR; 25 du/acre in HDR and CG FLUM areas	12,000 sf/acre	12,000 sf/acre

*Multi-family maximum building height shall be four stories / 45' and consistent with Sec. 14-4-6.c, buildings shall be setback one foot from any abutting single-family residential sites for every one foot of building height.

8.0 Computations:

	Property	Acreage	Use	Development Intensity
8.1	Phase 1 Lake Tivoli Apartments	23	MFR	384 du
8.2	Phase 1 Fountainhead Apartments	13	MFR	184 du
8.3	Phase 1 Office	1.02	Office	8,400 square feet
8.4	Phase 2 Mixed Use	53.6	MU	576 du; 230,000 sf retail; 111,600 sf office
8.5	Stormwater Management	34.7	OS	N/A
8.6	City Bike Path	1.4	OS	N/A
8.7	Entry Road	1.3	N/A	N/A

9.0 Phasing:

- 9.1 To date, 568 multi-family dwelling units and 8,400 square feet of office have been constructed under Phase 1. Future Phase 2 will include 576 residential units, 230,000 square feet of retail, and 111,600 square feet of office. Phase 2 may be sub-phased, provided that adequate infrastructure exists to support each sub-phase.

10.0 Concurrency:

- 10.1 The project was formerly an approved DRI with a development order in full force and effect; therefore, the project is considered a vested plan of development pursuant to F.S. 380.06.

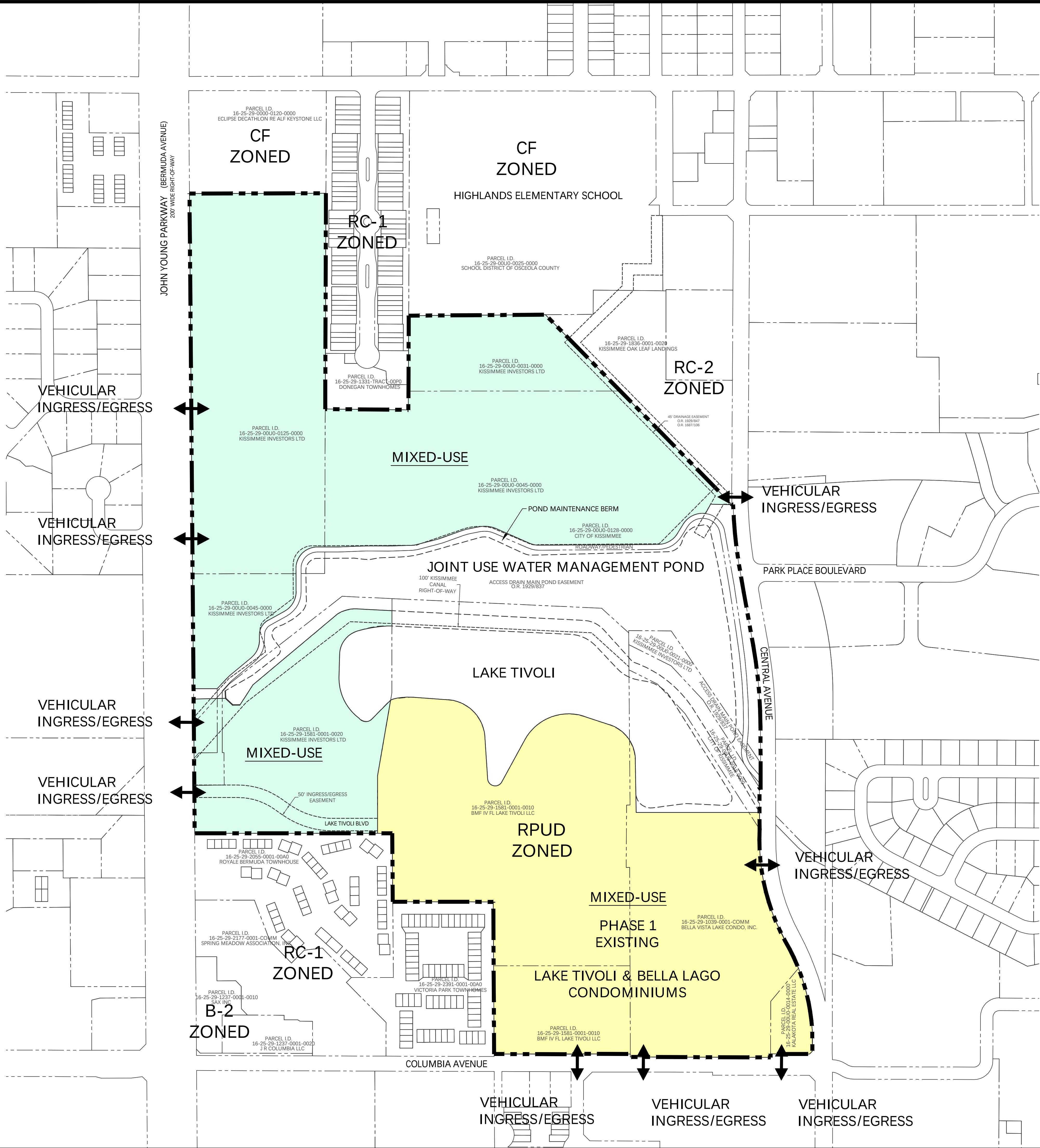
11.0 Land Use Conversion Matrix:

- 11.1 Owner / Developer may convert entitlements through the use of the following equivalency matrix:

Land Use	Multi-Family Residential (DU)	Office (KSF)	Retail (KSF)
Multi-Family Residential (DU)		0.6218	0.1267
Office (KSF)	1.6083		0.2038
Retail (KSF)	9.7552	6.0655	

Source: S&ME, Inc., 2022; based on 11th Edition ITE Daily Rates

DRAWING PATH: T:\Times\Projects\2021\22710044_Kissimmee\4_Town\CAD\PDF\Amendment\22710044_C1_01_A1.dwg

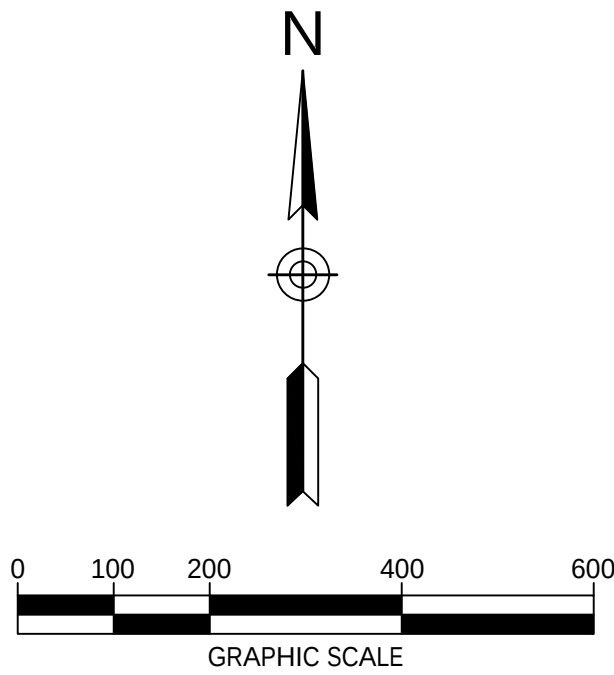


LEGEND - FUTURE LAND USE

MIXED USED - PHASE I

MIXED USED - PHASE II

PROPERTY LINE



1615 EDGEWATER DRIVE, STE 200
ORLANDO, FLORIDA 32804
T 407.975.1273
F 407.975.1278
www.smeinc.com

Eric Raasch
Florida Firm Registration No. 6712

KISSIMMEE INVESTORS, INC.

1860 JESSICA COURT
WINTER PARK, FLORIDA
ANUP VASISHT
407.925.2920

NO.	DATE	BY	PUD AMENDMENT		DESCRIPTION
			ER	CHK	
	02/23/22				

PLAN LAYOUT

FOUNTAINHEAD PUD AMENDMENT
KISSIMMEE, FLORIDA

PROJECT NUMBER

22710044

DRAWING NUMBER

C1.0



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JUNE 15, 2022 AT 6:00 PM

Board Members Present: Chairman Robert Bussiere, Vice Chairman Wolff, Member Diana Marrero-Pinto, (**Absent**), Member Robert Spalding, Member Jackie Espinosa, (**Absent**), Member Fatima Santiago, (**Absent**), Member Melissa Thacker, School Board Member Jason Lindsey

Staff Members Present: Douglas Etheredge, Assistant Director, Cristian Arias, Senior Planner, Kalanit Oded, Deputy City Attorney, Yolanda Hazley, Planning Technician

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **MINUTES**

3.A Approval of the May 4, 2022 Planning Advisory Board Meeting Minutes

ACTION: Member Spalding made a motion to approve the minutes of the May 4, 2022, Planning Advisory Board meeting. Seconded by Member Thacker.

Chairman Bussiere	AYE	Member Thacker	AYE
Vice Chairman Wolff	AYE		
Member Spalding	AYE		

MOTION CARRIED 4-0

4. **OLD BUSINESS**

4.A Public Hearing - Fountainhead PUD Amendment: PUD-22-0003

ACTION: Member Spalding made a motion to approve. Seconded by Vice Chairman Wolff.

Chairman Bussiere	AYE	Member Thacker	AYE
Vice Chairman Wolff	AYE		
Member Spalding	AYE		

MOTION CARRIED 4-0

4.B Public Hearing - Ordinance to Annex 15.50 acres of land: Give Kids The World, AX-22-0002 - Proposed Ordinance # 22-14

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

ACTION: Member Spalding made a motion to approve. Seconded by Member Thacker.

Chairman Bussiere	AYE	Member Thacker	AYE
Vice Chairman Wolff	AYE		
Member Spalding	AYE		

MOTION CARRIED 4-0

5. NEW BUSINESS

5.A Appoint/Reappoint Planning Advisory Board Chair and Vice Chair

ACTION: Member Spalding made a motion to table this item. Seconded by Member Thacker.

Chairman Bussiere	AYE	Member Thacker	AYE
Vice Chairman Wolff	AYE		
Member Spalding	AYE		

MOTION CARRIED 4-0

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

Adjourned - 6:08 pm



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGVO & BLUEBEAM

ADDRESS: Fountainhead PUD Amendment
PLAN NUMBER: PUD-22-0003

DATE: 3/30/2022

Review Status:
APPROVED WITH CONDITIONS.

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

General

1. Since the current zoning for Ph. 2 is split between Mixed Use Planned Unit Development (MUPUD) and Residential Planned Unit Development (RPUD), will verify with the City Attorney's Office whether this is a rezoning that requires a new Ordinance and advertisement/notice requirements or a PUD Amendment. The public hearing process (i.e., Planning Advisory Board and City Commission hearings) are the same for both. It is preferred to have the entire Fountainhead project (Ph. 1 & 2) to consist of the same PUD designation.
2. The previous PUD Amendments (DRC#06-048 and DRC#06-0133[Full Circle World]) and associated PUD Site Plan & Preliminary Plat (DRC#06-0153 & DRC#06-0154, respectively) are expired.

Entitlements

3. Will confirm with the City Attorney's Office if the Land Use Conversion Matrix within the Fountainhead DRI Rescission Development Agreement can be amended with the PUD Rezoning/Amendment with the most current ITE Edition instead of amending the Developer's Agreement. Section IIIA.2 of the Developer's Agreement acknowledges that the developer may revise the matrix in the future as new trip generation numbers becomes available.
 - a) In addition to updating the Land Use Conversion Matrix, the project build out date of December 29, 2020 in Section IIIA.3. in the Developer's Agreement is outdated.
 - b) There is also a biennial report requirement for the life of the Developer's Agreement in Section VIIIA that may have been a carryover from the DRI reporting requirements and is no longer needed.
4. Please note that the use of conversion table to establish residential uses within the areas that have a Commercial General (CG) Future Land Use designation may be limited as subordinate, or ancillary uses, to commercial uses within a Mixed Use PUD. Additional research is needed to determine what maximum residential densities may be established within areas of the PUD that consists of the CG Future Land Use designation.

Development Standards

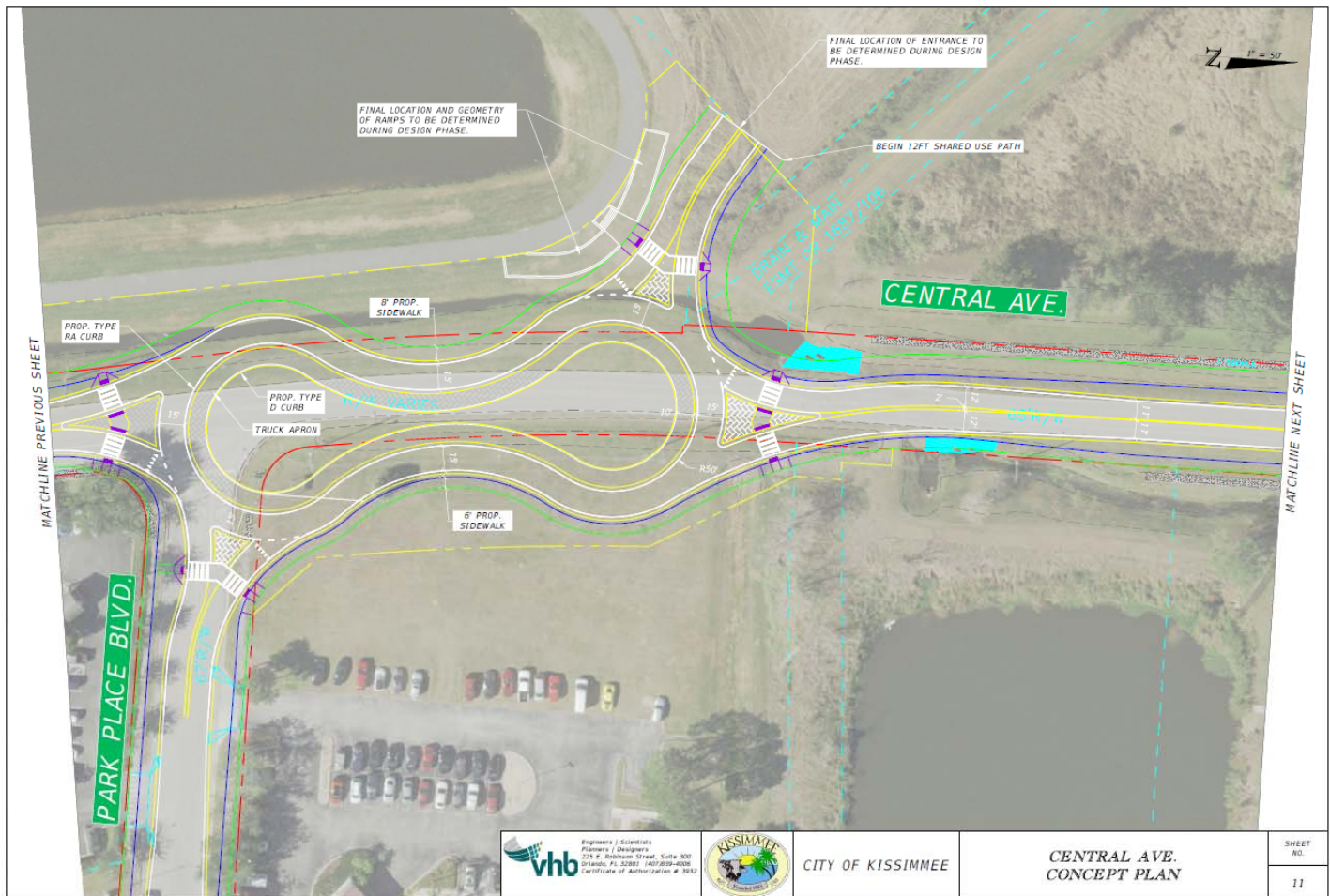
5. Revise Outdoor Storage under Section 6.1.1. as a use. Outdoor storage may be permitted as an ancillary use subject to the standards in LDC Section 14-6-12.
6. Note that the HC Zoning District does not have a maximum height restriction except in cases where there is adjacent single family residential. Special setback requirements apply in these

instances (LDC Section 14-4-6.C) where the height of the building is also the minimum setback requirement from single family residential. Consider revising maximum height standards in Section 7.1 consistent with HC Zoning standards for the HC uses included with this PUD Amendment.

7. Revise Sections 7.4 and 7.5 setback standards so that there are minimum standards from the PUD boundary and general front, side, and rear setbacks.
8. Revise Section 7.9 consistent with the maximum density of the underlying MF-MDR Future Land Use designation of 20 dwelling units per acre and with the MF-HDR Land Use designation of 25 dwelling units per acre.

Parking & Roadways

9. During the subsequent PUD Site Plan submittal and review, additional ROW along Central Ave. will be needed to accommodate a new “peanut” roundabout along Central Avenue to facilitate more efficient traffic flow and act as a gateway feature to the Central Ave. corridor. This roadway design is part of the City’s Central Avenue Corridor Planning Study.



10. During the subsequent PUD Site Plan submittal and review, a 10ft. wide multi use path along the property frontage off John Young Parkway will be required.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

**ADDRESS: N John Young Parkway
PLAN (DRC) NUMBER: PUD-22-0003**

**DATE: 3/22/2022
SDOC#: 2021/22-0138**

**Review Status:
APPROVED.**

OSCEOLA COUNTY SCHOOL DISTRICT - Jason Lindsey - 407.518.2964 - Jason.Lindsey@osceolaschools.net

Comments/Conditions (if applicable):

The District has a history of working closely with the County and two municipalities to alleviate school capacity issues created by expanded residential development. The District does not object to the expansive residential development proposed but we do want to ensure proper mitigation of such impact on school capacity and the collection of Educational System Impact Fees.

Osceola High utilizes fourteen (14) relocatables to accommodate its existing enrollment. Capacity may be met through existing space reconfigurations, classroom wing additions, the addition of relocatables, redistricting and/or charter schools.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

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THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PLANNING SERVICES DEPARTMENT

SCHOOL CAPACITY REPORT - THREE YEAR OUTLOOK

Date:	3/7/22	Current FLU:	Vacant
SDOC #:	2021/22-0138	Requested FLU:	MF-MDR
Jurisdiction:	Kissimmee	Current Zoning:	RPUD
DRC #:	PUD-22-0003	Requested Zoning:	N/A
Project Name:	Fountainhead PUD	PID:	16-25-29-00U0-0125-0000
Project Location:	N. John Young Parkway		
Comments Due Date:	3/30/22		
AC:	18.75		

If proposed project increases utilization of schools above adopted level of service, applicant will obtain a Letter of Agreement outlining an accommodation plan for the students generated by this project, consistent with the provisions of Sections 6.1. - 6.7. of the Interlocal Agreement for the Planning and Coordination of Public Schools throughout Osceola County (as required by Section 163.31777, F.S.[2012]). "The County/Cities and the applicant must collaborate with the School Board to identify available means that might be used to achieve sufficient capacity to accommodate the development, which may include, but not be limited to developer contributions, project phasing, or developer provided facility improvements." If you should have any questions please feel free to contact the Osceola School District Planning Services Department at 407-518-2964.

Total Proposed Residential Units by Type

SF	0	TH	0	MF	576
Single Family		Townhome		Multi-Family	
Condo	0	MH	0	STR	0
Condominium		Mobile Home		Short Term Rental	
HOP	0	VV	0	AWH	0
Housing for Older Persons		Vacation Villas		Affordable-Workforce Housing	

Estimated Number of New Students Generated by Proposed Development

Elem. (K-5)	111	Middle (6-8)	44	High (9-12)	72
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Student Generation Calculations

Example Calculation: 100 (SF Units) x 0.178 (Elem. Rate) = 18 (Students)

Residential Categories					
Total Units	SF	TH	MF	Condo	MH
576	0	0	576	0	0

Student Generations Rates			
	Elem. (K-5)	Middle (6-8)	High (9-12)
SF	0.178	0.087	0.154
TH	0.122	0.052	0.095
MF	0.192	0.076	0.124
CONDO	0.069	0.029	0.047
MH	0.133	0.056	0.075

Total Students	
Elem (K-5)	111
Middle (6-8)	44
High (9-12)	72

Level of Service (LOS)

School Boundaries Impacted	2020-2021			2023-2024		
	COFTE	Permanent Student Capacity	Current Level of Service	3 YR. Projected COFTE	Projected COFTE w/ Impact	Projected LOS w/ Impact
HLES	714	1,009	71%	744	855	85%
DJMS	948	1,318	72%	921	1,169	89%
OCHS	2,458	2,817	87%	2,711	3,366	119%

Comments

The District has a history of working closely with the County and two municipalities to alleviate school capacity issues created by expanded residential development. The District does not object to the expansive residential development proposed but we do want to ensure proper mitigation of such impact on school capacity and the collection of Educational System Impact Fees.

Osceola High utilizes fourteen (14) relocatables to accommodate its existing enrollment. Capacity may be met through existing space reconfigurations, classroom wing additions, the addition of relocatables, redistricting and/or charter schools.



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DATE: 3/30/2022
PROJECT: Fountainhead PUD
DRC NUMBER: PUD-22-0003
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov

CONDITIONS OF APPROVAL (No Responses Necessary):

- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.

###



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

ADDRESS: n/a **DATE:** 3/18/2022
PLAN (DRC) NUMBER: SP-22-0003

Review Status:
APPROVED.

TOHO WATER AUTHORITY - Khari Edwards - 407.944.5000 - kedwards@tohowater.com

Comments/Conditions (if applicable):

No Comment

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: Fountainhead PUD DRC#

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature:  Date: 4/23/22

Agent Name (Print): Eric Raasch, S&ME, Inc.

Property Owner Signature:  Date: HEB 23 2022

Property Owner Name (Print): Anup Visisht, Kissimmee Investors Ltd.

Legal Descriptions for Non-City Owned Property within Fountainhead PUD

Phase 1 Parcels

1. COM AT NE COR OF SE 1/4, S 1280.05 FT, W 75 FT TO POB; CONT W 143 FT, N 224.83 FT, N 40 DEG E 172.59 FT TO PT ON W R/W OF CENTRAL AVE & POC, CONC SELY, CENT ANG 24 DEG, ALONG CURVE 293.18 FT, S 44.98 FT, S 44 DEG W 35.37 FT TO POB LESS COM AT NE COR OF SE 1/4, S 01 DEG W 1278.05 FT, W 75 FT TO POB; CONT W 142.96 FT, N 01 DEG E 14 FT, S 89 DEG E 156.97 FT, S 46 DEG W 19.81 FT TO POB
2. BELLA VISTA A CONDO CB 9 PG 93-113 OR 3156/106 COMMON AREA
3. LAKE TIVOLI APARTMENTS PB 6 PG 122 LOT 1 AND UNPLATTED LAND BEG SW COR OF NE 1/4 OF SE 1/4, N 398.9 FT, E 546 FT, S 398.9 FT, W 546 FT TO POB LESS S 30 FT & LESS COM AT SW COR OF NE 1/4 OF SE 1/4, N 30 FT TO POB; CONT N 10 FT, E 356.01 FT, N 2 FT, E 190 FT, S 12 FT, W 546 FT TO POB

Phase 2 Parcels

1. LAKE TIVOLI APARTMENTS PB 6 PG 122 LOT 2 LESS COM AT SW COR LOT 2, N 300.37 FT, N 42 DEG E 29.38 FT, E 69.80 FT TO POB; N 215.57 FT TO N/L LOT 2, N 42 DEG E 29.62 FT, S 237.45 FT, W 20 FT TO POB & LESS COM AT SW COR OF LOT 2, N 192.08 FT TO POB; N 108.29 FT, N 42 DEG E 29.38 FT, E 100.22 FT, S 130 FT, W 120 FT TO POB
2. COM AT E 1/4 COR OF 16-25-29, W 259.86 FT TO W R/W OF CENTRAL AVE, NLY ALONG WLY R/W OF CENTRAL AVE 960 FT MOL, W 5 FT TO SLY MOST COR OF LOT 2 OAK LEAF LANDINGS PB 10 PG 15, N 44 DEG W 635 FT MOL, W 540 FT MOL, S 75 FT, W 643.28 FT TO SW COR OF DONEGAN TOWNHOMES PB 17 PGS 112 & 113, S 659 FT MOL, W 530 FT MOL TO E R/W OF BERMUDA AVE, S 600 FT MOL TO NWLY COR OF LOT 2 OF LAKE TIVOLI APARTMENTS PB 6 PG 122, N 42 DEG E 212.33 FT, N 53 DEG E 573.83 FT, S 87 DEG E 1041.38 FT, S 47 DEG E 147.16 FT, N 10 FT MOL, S 89 DEG E 170.61 FT, S 33 DEG E 638.32 FT TO W R/W OF CENTRAL AVE, N 01 DEG E 113.25 FT TO POB LESS COM AT SW COR OF LOT 2 LAKE TIVOLI APARTMENTS N 300.37 FT, N 42 DEG E 29.38 FT, E 69.80 FT, N 215.57 FT TO POB; N 33.12 FT, N 42 DEG E 55.32 FT TO POC, CONC SE, RAD 111 FT, CENT ANG 8 DEG (CH BEARING N 46 DEG E 15.74 FT) NELY ALONG CURVE 15.75 FT, N 51 DEG E 113.83 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 49 DEG (CH BEARING N 26 DEG E 76.12 FT) NELY ALONG CURVE 78.54 FT, N 1 DEG E 24.14 FT TO POC, CONC SE, RAD 69.23 FT, CENT ANG 60 DEG (CH BEARING N 31 DEG E 66.10 FT) NELY ALONG CURVE 69.23 FT, N 61 DEG E 75.37 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 61 DEG (CH BEARING N 31 DEG E 92.68 FT) NELY ALONG CURVE 97.24 FT, N 92.37 FT TO POC, CONC SE, RAD 85 FT, CENT ANG 90 DEG (CH BEARING N 45 DEG E 120.35 FT) NELY ALONG CURVE 133.72 FT, E 83.93 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 18.81 FT) ELY ALONG CURVE 18.82 FT, N 88 DEG E 74.71 FT TO POC, CONC S, RAD 516 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 22.16 FT) ELY ALONG CURVE 22.16 FT, E 86.69 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 19.43 FT) ELY ALONG CURE 19.43 FT, N 88 DEG E 74.17 FT TO POC, CONC N, RAD 91 FT, CENT ANG 12 DEG (CH BEARING N 82 DEG E 19.44 FT) ELY ALONG CURVE 19.48 FT, N 76 DEG E 83.15 FT TO POC, CONC N, RAD 234 FT, CENT ANG 5 DEG

(CH BEARING N 73 DEG E 21.59 FT) ELY ALONG CURVE 21.60 FT, N 71 DEG E 85.26 FT TO POC, CONC S, RAD 216 FT, CENT ANG 9 DEG (CH BEARING N 75 DEG E 34.63 FT) ELY ALONG CURVE 34.67 FT, N 80 DEG E 39.17 FT TO POC, CONC S, RAD 111 FT, CENT ANG 34 DEG (CH BEARING S 83 DEG E 146.50 FT) ELY ALONG CURVE 66.22 FT, S 66 DEG E 146.50 FT TO POC, CONC N, RAD 94 FT, CENT ANG 24 DEG (CH BEARING S 78 DEG E 39.11 FT) ELY ALONG CURVE 39.40 FT, E 477.01 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 58 DEG (CH BEARING N 61 DEG E 88.43 FT) NELY ALONG CURVE 92.34 FT, N 32 DEG E 44.76 FT TO POC, CONC S, RAD 91 FT, CENT ANG 139 DEG (CH BEARING S 79 DEG E 170.28 FT) ELY ALONG CURVE 220.20 FT, S 10 DEG E 216.88 FT, S 8 DEG E 277.99 FT TO POC, CONC W, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 6 DEG E 20.78 FT) SLY ALONG CURVE 20.79 FT, S 5 DEG E 72.62 FT TO POC, CONC W, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 4 DEG E 18.49 FT) SLY ALONG CURVE 18.50 FT, S 3 DEG E 79.07 FT TO POC, CONC W, RAD 504 FT, CENT ANG 3 DEG (CH BEARING S 2 DEG E 23.53 FT) SLY ALONG CURVE 23.53 FT, S 57.92 FT TO POC, CONC W, RAD 504 FT, CENT ANG 6 DEG (CH BEARING S 3 DEG W 56.18 FT) SLY ALONG CURVE 56.21 FT, S 6 DEG E 55.32 FT TO POC, CONC E, RAD 91 FT, CENT ANG 47 DEG (CH BEARING S 18 DEG E 72.66 FT) SLY ALONG CURVE 74.74 FT, S 41 DEG E 46.83 FT, S 1 DEG E 30.03 FT, N 41 DEG E 70.74 FT, N 32 DEG W 32.19 FT TO NON-TANG CURVE, CONC E, RAD 111 FT, CENT ANG 30 DEG (CH BEARING N 9 DEG W 56.71 FT) NLY ALONG CURVE 57.34 FT, N 6 DEG E 55.32 FT TO POC, CONC W, RAD 484 FT, CENT ANG 6 DEG (CH BEARING N 3 DEG E 53.95 FT) NLY ALONG CURVE 53.98 FT, N 57.92 FT TO POC, CONC W, RAD 484 FT, CENT ANG 3 DEG (CH BEARING N 2 DEG W 22.59 FT) NLY ALONG CURVE 22.60 FT, N 3 DEG W 79.07 FT TO POC, CONC W, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 4 DEG W 17.76 FT) NLY ALONG CURVE 17.76 FT, N 5 DEG W 72.62 FT TO POC, CONC W, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 6 DEG W 19.96 FT) NLY ALONG CURVE 19.96 FT, N 8 DEG W 70.91 FT, N 8 DEG W 206.58 FT, N 10 DEG W 216.67 FT TO POC, CONC S, RAD 71 FT, CENT ANG 139 DEG (CH BEARING N 79 DEG W 132.85 FT) WLY ALONG CURVE 171.80 FT, S 32 DEG W 44.76 FT TO POC, CONC NW, RAD 111 FT, CENT ANG 58 DEG (CH BEARING S 61 DEG W 107.87 FT) SWLY ALONG CURVE 112.64 FT, W 477.01 FT TO POC, CONC N, RAD 114 FT, CENT ANG 24 DEG (CH BEARING N 78 DEG W 47.44 FT) WLY ALONG CURVE 47.78 FT, N 66 DEG W 146.50 FT TO POC, CONC S, RAD 91 FT, CENT ANG 34 DEG (CH BEARING N 83 DEG W 53.49 FT) WLY ALONG CURVE 54.29 FT, S 80 DEG W 39.17 FT TO POC, CONC S, RAD 196 FT, CENT ANG 9 DEG (CH BEARING S 75 DEG W 31.42 FT) WLY ALONG CURVE 31.46 FT, S 71 DEG W 85.26 FT TO POC, CONC N, RAD 254 FT, CENT ANG 5 DEG (CH BEARING S 73 DEG W 23.43 FT) WLY ALONG CURVE 23.44 FT, S 76 DEG W 83.15 FT TO POC, CONC N, RAD 111 FT, CENT ANG 12 DEG (CH BEARING S 82 DEG W 23.71 FT) WLY ALONG CURVE 23.76 FT, S 88 DEG W 74.17 FT TO POC, CONC N, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 89 DEG W 20.23 FT) WLY ALONG CURVE 20.23 FT, S 86.89 FT TO POC, CONC S, RAD 496 FT, CENT ANG 2 DEG (CH BEARING S 89 DEG W 21.30 FT) WLY ALONG CURVE 21.30 FT, S 88 DEG W 74.71 FT TO POC, CONC N, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 89 DEG W 19.59 FT) WLY ALONG CURVE 19.59 FT, W 83.93 FT TO POC, CONC SE, RAD 65 FT, CENT ANG 90 DEG (CH BEARING S 45 DEG W 92.03 FT) SWLY ALONG CURVE 102.26 FT, S 92.37 FT TO POC, CONC NW, RAD 111 FT, CENT ANG 61 DEG (CH BEARING S 31 DEG W 113.05 FT) SWLY ALONG CURVE 118.61 FT, S 61 DEG W 75.37 FT TO POC, CONC SE, RAD 46 FT, CENT ANG 60 DEG (CH BEARING S 31 DEG W 46.07 FT) SWLY ALONG CURVE 48.25 FT, S 1 DEG W 24.14 FT TO POC, CONC NW, RAD 111 FT, CENT ANG 49 DEG (CH BEARING S 26 DEG W 92.85 FT) SWLY ALONG CURVE 95.80 FT, S 51 DEG W 113.83 FT TO POC, CONC SE, RAD 91 FT, CENT ANG 8 DEG (CH BEARING S 46

DEG W 12.90 FT) SWLY ALONG CURVE 12.92 FT, S 42 DEG W 47.56 FT, S 3.51 FT TO N/L LOT 2 OF LAKE TIVOLI APARTMENTS, S 42 DEG W 29.62 FT TO POB AND BEG SE COR OF NE 1/4, W 1340 FT, N 1420 FT TO POB; W 310 FT, S 75 FT, E 310 FT, N 75 FT TO POB

3. BEG 440.25 FT S & 132 FT E OF NW COR OF NE 1/4, S ALONG E R/W BERMUDA AVE 1524.84 FT, E 530.07 FT, N 1524.84 FT, W 535.25 FT TO POB ORD # 1734 LESS COM AT SW COR OF LOT 2 LAKE TIVOLI APARTMENTS, N 300.37 FT, N 42 DEG E 29.38 FT, E 69.80 FT, N 215.57 FT TO POB; N 33.12 FT, N 42 DEG E 55.32 FT TO POC, CONC SE, RAD 111 FT, CENT ANG 8 DEG (CH BEARING N 46 DEG E 15.74 FT) NELY ALONG CURVE 15.75 FT, N 51 DEG E 113.83 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 49 DEG (CH BEARING N 26 DEG E 76.12 FT) NELY ALONG CURVE 78.54 FT, N 1 DEG E 24.14 FT TO POC, CONC SE, RAD 69.23 FT, CENT ANG 60 DEG (CH BEARING N 31 DEG E 66.10 FT) NELY ALONG CURVE 69.23 FT, N 61 DEG E 75.37 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 61 DEG (CH BEARING N 31 DEG E 92.68 FT,) NELY ALONG CURVE 97.24 FT, N 92.37 FT TO POC, CONC SE, RAD 85 FT, CENT ANG 90 DEG (CH BEARING) N 45 DEG E 120.35 FT) NELY ALONG CURVE 133.72 FT, E 83.93 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 18.81 FT) ELY ALONG CURVE 18.82 FT, N 88 DEG E 74.71 FT TO POC, CONC S, RAD 516 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 22.16 FT) ELY ALONG CURVE 22.16 FT, E 86.69 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 19.43 FT) ELY ALONG CURVE 19.43 FT, N 88 DEG E 74.17 FT TO POC, CONC N, RAD 91 FT, CENT ANG 12 DEG (CH BEARING N 82 DEG E 19.44 FT) ELY ALONG CURVE 19.48 FT, N 76 DEG E 83.15 FT TO POC, CONC N, RAD 234 FT, CENT ANG 5 DEG (CH BEARING N 73 DEG E 21.59 FT) ELY ALONG CURVE 21.60 FT, N 71 DEG E 85.26 FT, TO POC, CONC S, RAD 216 FT, CENT ANG 9 DEG (CH BEARING N 75 DEG E 34.63 FT) ELY ALONG CURVE 34.67 FT, N 80 DEG E 39.17 FT TO POC, CONC S, RAD 111 FT, CENT ANG 34 DEG (CH BEARING S 83 DEG E 146.50 FT) ELY ALONG CURVE 66.22 FT, S 66 DEG E 146.50 FT TO POC, CONC N, RAD 94 FT, CENT ANG 24 DEG (CH BEARING S 78 DEG E 39.11 FT) ELY ALONG CURVE 39.40 FT, E 477.01 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 58 DEG (CH BEARING N 61 DEG E 88.43 FT) NELY ALONG CURVE 92.34 FT, N 32 DEG E 44.76 FT TO POC, CONC S, RAD 91 FT, CENT ANG 139 DEG (CH BEARING S 79 DEG E 170.28 FT) ELY ALONG CURVE 220.20 FT, S 10 DEG E 216.88 FT, S 8 DEG E 277.99 FT TO POC, CONC W, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 6 DEG E 20.78 FT) SLY ALONG CURVE 20.79 FT, S 5 DEG E 72.62 FT TO POC, CONC W, RAD 504 FT, CENT ANG 2 DEG (CH BEARING S 4 DEG E 18.49 FT) SLY ALONG CURVE 18.50 FT, S 3 DEG E 79.07 FT TO POC, CONC W, RAD 504 FT, CENT ANG 3 DEG (CH BEARING S 2 DEG E 23.53 FT) SLY ALONG CURVE 23.53 FT, S 57.92 FT TO POC, CONC W, RAD 504 FT, CENT ANG 6 DEG (CH BEARING S 3 DEG W 56.18 FT) SLY ALONG CURVE 56.21 FT, S 6 DEG E 55.32 FT TO POC, CONC E, RAD 91 FT, CENT ANG 47 DEG (CH BEARING S 18 DEG E 72.66 FT) SLY ALONG CURVE 74.74 FT, S 41 DEG E 46.83 FT, S 1 DEG E 30.03 FT, N 41 DEG E 70.74 FT, N 32 DEG W 32.19 FT TO NON TANG CURVE, CONC E, RAD 111 FT, CENT ANG 30 DEG (CH BEARING N 9 DEG W 56.71 FT) NLY ALONG CURVE 57.34 FT, N 6 DEG E 55.32 FT TO POC, CONC W, RAD 484 FT, CENT ANG 6 DEG (CH BEARING N 3 DEG E 53.95 FT) NLY ALONG CURVE 53.98 FT, N 57.92 FT TO POC, CONC W RAD 484 FT, CENT ANG 3 DEG (CH BEARING N 2 DEG W 22.59 FT) NLY ALONG CURVE 22.60 FT, N 3 DEG W 79.07 FT TO POC, CONC W, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 4 DEG W 17.76 FT) NLY ALONG CURVE 17.76 FT, N 5 DEG W 72.62 FT TO POC, CONC W, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 6 DEG W 19.96 FT) NLY ALONG CURVE 19.96 FT, N 8 DEG W 70.91 FT, N 8 DEG W 206.58 FT, N 10 DEG W 216.67 FT TO POC, CONC S, RAD 71 FT, CENT ANG 139

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4. COM AT NE COR, W 639.7 FT, S 1200 FT, W 180.49 FT TO POB, CONT W 841.16 FT, N 303 FT, E 539.05 FT, S 44 DEG E 428.56 FT TO POB.
5. COM AT E 1/4 COR OF SEC 16, N 89 DEG W 259.86 FT, S 113.25 FT TO POB; N 33 DEG W 638.32 FT, N 88 DEG W 170.61 FT, S 56.20 FT, S 62 DEG E 190.03 FT, S 42 DEG E 186.27 FT, S 31 DEG E 427.52 FT, N 107.18 FT TO POB LESS COM AT SW COR OF LOT 2 LAKE TIVOLI APARTMENTS, N 300.37 FT, N 42 DEG E 29.38 FT, E 69.80 FT, N 215.57 FT TO POB; N 33.12 FT, N 42 DEG E 55.32 FT TO POC, CONC SE, RAD 111 FT, CENT ANG 8 DEG (CH BEARING N 46 DEG E 15.74 FT) NELY ALONG CURVE 15.75 FT, N 51 DEG E 113.83 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 49 DEG (CH BEARING N 26 DEG E 76.12 FT) NELY ALONG CURVE 78.54 FT, N 1 DEG E 24.14 FT TO POC, CONC SE, RAD 69.23 FT, CENT ANG 60 DEG (CH BEARING N 31 DEG E 66.10 FT) NELY ALONG CURVE 69.23 FT, N 61 DEG E 75.37 FT TO POC, CONC NW, RAD 91 FT, CENT ANG 61 DEG (CH BEARING N 31 DEG E 92.68 FT) NELY ALONG CURVE 97.24 FT, N 92.37 FT TO POC, CONC SE, RAD 85 FT, CENT ANG 90 DEG (CH BEARING N 45 DEG E 120.35 FT) NELY ALONG CURVE 133.72 FT, E 83.93 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 18.81 FT) ELY ALONG CURVE 18.82 FT, N 88 DEG E 74.71 FT TO POC, CONC S, RAD 516 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 22.16 FT) ELY ALONG CURVE 22.16 FT, E 86.69 FT TO POC, CONC N, RAD 484 FT, CENT ANG 2 DEG (CH BEARING N 89 DEG E 19.43 FT) ELY ALONG CURVE 19.43 FT, N 88 DEG E 74.17 FT TO POC, CONC N, RAD 91 FT, CENT ANG 12 DEG (CH BEARING N 82 DEG E 19.44 FT) ELY ALONG CURVE 19.48 FT, N 76 DEG E 83.15 FT TO POC, CONC N, RAD 234 FT, CENT ANG 5 DEG (CH BEARING N 73 DEG E 21.59 FT) ELY ALONG CURVE 21.60 FT, N 71 DEG E 85.26 FT TO POC, CONC S, RAD 216 FT, CENT ANG 9 DEG (CH BEARING N 75 DEG E 34.63 FT) ELY ALONG CURVE 34.67 FT, N 80 DEG E

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FT, S 42 DEG W 47.56 FT, S 3.51 FT TO N/L LOT 2 OF LAKE TIVOLI APARTMENTS, S 42
DEG W 29.62 FT TO POB

ITEM 7.A**Approval of City Commission Minutes from the July 5, 2022 meeting****Request**

Request Commission approval of the July 5, 2022, Commission Minutes.

Explanation

A draft of the the July 5, 2022 Commission Minutes is attached for Commission review and approval.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Minutes - July 5, 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 5, 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
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 Employee of the Month for July

That the City Commission join the City Manager in recognizing Maritza Mercado, Parks & Recreation, as July's Employee of the Month.

City Manager Steigerwald reviewed the nomination for Maritza Mercado and stated she is one of only a very small number of part-time employees ever selected for this honor. Maritza started as a School Crossing Guard and eventually moved to Parks & Recreation where she assists all divisions; she is known to go above and beyond for citizens and her fellow co-workers. The City Manager reminded the audience that the Employee of the Month is not selected by the Commission or Department Heads but is selected by a group of peers from all departments in the City and there is no greater honor.

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

None.

5. **PUBLIC HEARINGS**

None.

6. **HEAR AUDIENCE**

None.

7. **CONSENT AGENDA**

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

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

Motion to Approve Passed 5 - 0.

- 7.A Approval of City Commission Minutes from the June 21, 2022 meeting
Request Commission approval of the June 21, 2022, Commission Minutes.
- 7.B Award of Bid (RFP 2022-007) for Security Guard Services
KPD requests that Commission award the Security Guard Services Agreement advertised in RFP 2022-007 to Eagle Globe Protective Services, authorize the Mayor sign and execute any related agreement between the City of Kissimmee and Eagle Globe Protective Services, Inc., and authorize the City Manager to sign and execute any option to renew the agreement.
- 7.C Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee at Lancaster Ranch Park.
Approval of the Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee for ingress and egress to Lancaster Ranch Park and construction of park entrance road.
- 7.D Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sale Surtax
Approval and authorization for the Mayor to sign the Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax with Osceola County, the City of St.Cloud and the School Board of Osceola County to maintain the current distribution of the Infrastructure Sales Surtax.
- 7.E Second Amendment to the Continuing Services Contract with RS&H, Inc. for Architectural and Engineering Services for the Building Division Expansion Project
Approve the second amendment to the continuing services contract with RS&H, Inc. for architectural and engineering services for the building division expansion project in the amount of \$39,745.67 for additional design services.
- 7.F First Amendment to Ground Lease for land parcel located at the Airport's Business Airpark with Mach1 Aviation, LLC
City Commission approval to amend ground lease for land parcel located at the Airport's Business Airpark to construct an aircraft hangar.
- 7.G Quitclaim Deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600
Approve the quitclaim deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600
- 7.H Sixth Amendment to FBO Ground Lease with Sheltair Kissimmee, LLC
Commission approval and execution of the Sixth Amendment to the Fixed Base Operator Lease Agreement with Sheltair Kissimmee LLC, for hangar development located at the Airport's southeast general aviation area near Patrick Street.
- 7.I Approval of a Space Use Permit for Toho Water Authority
City Commission approval of a Space Use Permit for Toho Water Authority to use airport property for their employee commercial drivers' training.

- 7.J Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.K Authorization to submit application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI)
The Police Department requests authorization to submit an application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).
- 7.L Authorization to submit application for the FY 2022 Grant from the United States Department of Justice, Office of Justice Programs
The Police Department requests authorization to submit an application for the 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs.
- 7.M Purchase of a dump truck for the Public Works Department's Streets and Stormwater Division from the Florida Sheriffs Association Contract, FSA20-VEH18.0
Approval to purchase a dump truck from SBL Freightliner with listed options in the amount of \$113,268.00 using the Florida Sheriffs Association Contract, FSA20-VEH18.0.
- 7.N Construction Services Agreement with Arnco Construction Inc. for the Kissimmee Lancaster Ranch Park Phase 1 Project
Approval of the agreement with Arnco Construction, Inc. to provide Construction Manager (CM) at risk services for the new Kissimmee Lancaster Ranch Park Phase 1 and approval of the First Addendum for re-construction services.

8. DISCUSSION ITEMS

- 8.A Downtown Residential Parking Program
Request Commission review and approval on the proposed policy for a downtown residential parking permit program.

Development Services Director Craig Holland provided a PowerPoint Presentation which was attached to the agenda. Staff circulated the policy to businesses and organizations downtown but we received only one comment from a resident downtown.

The Commission expressed concern about the number of parking spaces available to downtown residents and the one per household tag limit. Staff responded by stating hang tags would be provided, which would make them mobile if a resident leaves the downtown area. Parking tags are not good for the Sunrail, Hansel Plant Apartments, or Civic Center parking areas. Residents of the approved downtown buildings can apply online at a cost of \$15 per year with the tag expiring on December 31st each year. Staff further clarified that parking tags are not available to visitors, and they do not anticipate more than two dozen requests for residential tags per year since this parking permit only seeks to assist the residents that live downtown, which are mostly studio and one bedroom apartment style homes.

Commissioner Alvarez made a motion to move forward with the Residential Parking Program. Commissioner Castano seconded the motion.

Motion to Approve Passed 5 - 0.

8.B Annual Advisory Board Appointments and Vacancies

The Commission is requested to replace a Historic Preservation Board member whose term expires May 31, 2022, and also make an appointment to fill a vacancy due to the death of a member of the same Board.

Commissioner Alvarez made a motion for a 30-day extension for the Seat # 3 vacancy. Commissioner Fisher seconded the motion.

Motion to Approve Passed 5 - 0.

Mayor Gonzalez inquired about her appointment and staff informed her she had until July 19, 2022 to make an appointment before requesting an extension.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Budget Workshop which is being held on Tuesday, July 26, 2022 at 2:00 p.m. in the Commission Chambers.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano, Commissioner Alvarez, Commissioner Fisher, and Mayor Gonzalez commented on the City's 4th of July event and thanked the staff for their extraordinary work and planning of the event. The Commission expressed their appreciation specifically to Police, Fire, and Parks & Recreation, as well as the bands who participated in the event; everyone was thankful for no rain to dampen the festivities.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:13 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B**First Amendment to Net Building Lease for Aviator Holdings of Kissimmee Inc. for 606 Dyer Blvd****Request**

Commission approval of first amendment to extend the current lease agreement with Aviator Holdings of Kissimmee Inc. for 606 Dyer Blvd. Kissimmee, FL 34741, dated July 11, 2014.

Explanation

Aviator Holdings of Kissimmee Inc. (Aviator) provides an aircraft maintenance instruction school at the Airport. Aviator has recently completed extensive renovations to the terminal facility located at 301 Dyer Blvd. In addition, an expansion of the existing hangar facility located at 606 Dyer Blvd is underway. Per the current lease agreement, these investments allow Aviator a 20-year extension which they have requested. The 20-year extension would commence upon the completion of the hangar expansion project and receipt of a certificate of occupancy. In addition, ground rental rates will be adjusted to fair market value.

Recommendation

Staff recommends Commission approval of first amendment to extend the current lease agreement with Aviator Holdings of Kissimmee Inc. for 606 Dyer Blvd.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. First Amendment Aviator College-Signed
2. Aviator Holdings - Executed Net Building Lease -606 Dyer Blvd 7-11-2014

**FIRST AMENDMENT TO NET BUILDING LEASE FOR
606 DYER BOULEVARD**

THIS FIRST AMENDMENT is entered into on this ____ day of _____ 2022 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as "**Lessor**" or "**City**" and **AVIATOR HOLDINGS OF KISSIMMEE INC.**, a Florida Corporation, whose address is 4888 North Kings Highway, Suite #405, Ft. Pierce, Florida 34946, hereinafter referred to as "**Lessee**."

WITNESSETH:

WHEREAS, Lessor is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida; and

WHEREAS, Lessee entered into a ten year Lease (hereinafter Original Lease) on July 11, 2014, to lease from Lessor one or more portions of certain improvements to real property situated on land located at Kissimmee Gateway Airport; and

WHEREAS, Lessor is desirous of exercising a twenty (20) year option by constructing an additional building on the property, as is contemplated in Part Two, Section B of the Original Lease;

WHEREAS, Lessor and Lessee desire to amend the lease as set forth in this Amendment

1. **RECITALS.** The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **AMENDMENTS.** 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. The Original Lease Agreement is hereby amended as follows:

**PART TWO
TERM OF LEASE**

- A. **PRIMARY TERM.** ~~The term of this Lease shall be for a Ten (10) Year, period with the period commencing on the first day of August 2014, and ending on the last day of July 2024, provided Lessee completes renovation necessary for the occupancy and use of the building at a cost of approximately \$250,000.00 within 180 days of the Date of Commencement of this lease.~~ The term of this Lease shall continue through the last day of July 2024 and shall be extended thereafter for a Twenty (20) Year period commencing on the day a Certificate of Occupation is obtained for the additional building being constructed.

**PART THREE
RENT**

- A. RENT. The initial net rent under this Lease for the "Terminal and Parking Premises" is \$37,794.21 per year, payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of \$3,149.52 ("Monthly Rent") plus said taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. Lessee shall also be liable to remit as rent the applicable sales tax along with the monthly payment. Payment of rent will commence on the first day of the first month following the execution of this Agreement. The initial net rent shall be subject to adjustments as enumerated in Part Three of this Agreement.

Rent under this Lease shall continue to be set at the above rate, which calculates to \$0.12 per square foot, through September 30, 2024. Commencing October 1, 2024, (Rent Commencement Date) the rent shall increase to \$0.27 per square foot, to reflect fair market value increases. The rent shall then be \$89,556.03 per year, payable monthly plus sales tax and any other applicable tax. The Monthly Rent shall be \$7,463.00 plus said taxes. Rent will be due at the same time and manner as indicated above.

- B. RENT ADJUSTMENTS. Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

~~The parties agree that beginning three years from the execution date and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2020 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased or decreased in the same proportion as said price index has increased or decreased when compared with the price index for September, 2020.~~

CPI Adjustment. The Parties agree that commencing on the first day of the thirty-seventh (37th) month following October 1, 2024, and on the first day of each thirty-sixth (36th) month thereafter for the remainder of the Term (and any Renewal Period) (each such date being an "CPI Adjustment Date"), the Parties hereto will compare the Price Index as of the CPI Adjustment Date to the Price Index that existed on the same date three (3) years earlier to establish the percentage increase in the Price Index for such three (3) year period (such percentage increase being, the "CPI Adjustment Percentage"). After the Adjustment Percentage is determined, the Annual Rent (and corresponding Monthly Rent) shall be modified retroactive to the applicable CPI Adjustment Date as follows:

(i) If the CPI Adjustment Percentage is one tenth of one percent (0.1%) to five percent (5.0%): Annual Rent (and corresponding Monthly Rent) shall increase by the same value as the CPI Adjustment Percentage up to five percent (5%);

(ii) If the CPI Adjustment Percentage is greater than five and one tenth of one percent (5.1%); Annual Rent (and corresponding Monthly Rent) shall increase by five percent (5%), plus one-half of the CPI Adjustment Percentage in excess of 5%, but in no event more than ten percent (10%). By way of example, if the CPI Adjustment Percentage increases by 8%, the Annual Rent (and corresponding Monthly Rent) increase shall be 6.5% (5% plus one-half of the difference between 5% and 8%).

Fair Market Value Adjustment. In addition to the Price Index Adjustment described above, commencing on the first day following the fifth anniversary of the Rent Commencement Date and on each fifth anniversary thereafter for the remainder of the Term (and any Renewal Term) (each such date being an "Appraisal Adjustment Date"), the City may obtain an appraisal of ground lease property at the Airport from a MAI certified appraiser that is mutually acceptable to Lessor and Lessee to establish the then Fair Market Rent (as defined below) for the land constituting the Leased Premises, excluding all improvements constructed thereon. If the City deems an appraisal is appropriate due to market conditions, the City shall notify the Lessee of its intention to invoke the right of obtaining an appraisal, sixty (60) days prior to seeking the appraisal and identify in such notice a disinterested MAI appraiser having at least 10 years' experience appraising airport ground rental values in Florida and not having represented Lessor in the previous five (5) year period. Lessee may approve the appraiser in its reasonable discretion. Such determination to complete an appraisal shall be at the sole discretion and expense of the City. The selected appraiser shall be directed to provide a range of values (from Minimum to Maximum) that constitute the then Fair Market Rent for ground leased premises at the Airport as of the applicable Appraisal Adjustment Date. If the lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date is higher than existing Annual Rent, the Annual Rent (and corresponding Monthly Rent) shall be increased (retroactive to the applicable Appraisal Adjustment Date) to lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date, not to exceed a five percent (5%) increase over the then current Annual Rent. In addition, if the Annual Rent is adjusted as provided in this paragraph, the definition of the CPI Adjustment Date shall be amended to mean the thirty-seventh (37th) month following the Appraisal Adjustment Date used to adjust the Annual Rent as provided in this paragraph and third (3rd) anniversary thereafter for the remainder of the Term (and any Renewal Period). As used herein, the term "Fair Market Rent" shall mean the ground rent that an arms' length third party ground tenant would pay (on a per square foot basis) to the airport authority for unimproved premises at the Airport, not being under any obligation to do so, taking into account all relevant factors.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Lease shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested.

- C. RENT CAPS. In no event, however, shall the Rent Adjustment be more than ten percent (10 %) for a rent adjustment based on CPI. Notwithstanding anything to the contrary in this Lease, in no event shall the Annual Rent (and corresponding Monthly Rent) increase by more than ten percent (10%) during any ten (10) year period during the Term.

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this First Amendment to the Net Building Lease Agreement on the day and year first above written.

AVIATOR HOLDINGS OF
KISSIMMEE, INC.

Michael Cohen - President

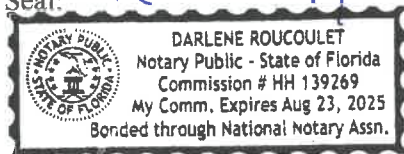
ATTEST:

Corporate Secretary

STATE OF FLORIDA)
OSCEOLA COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 11th day of July, 2022, by **Michael Cohen**, as President of Aviator Holdings of Kissimmee, Inc. a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:



CITY OF KISSIMMEE

Mayor-Commissioner

DATE: _____

ATTEST:
CLERK OF THE CITY OF KISSIMMEE

City Clerk

Approved as to form and legality:

City Attorney

NET BUILDING LEASE FOR 606 DYER BOULEVARD

This agreement is entered into on this 11 day, of July, 2014 between the City of Kissimmee, a municipal corporation located within Osceola County, Florida hereinafter referred to as "Lessor" and Aviator Holdings of Kissimmee Inc., whose address is 4888 North Kings Highway, Suite #405, Ft. Pierce, Florida 34946, hereinafter referred to as "Lessee."

RECITALS

- A. Lessor is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida
- B. Lessee is desirous, willing and able to lease from Lessor portions of certain improvements to real property located on or about the Kissimmee Gateway Airport.
- C. That the subject of this agreement is one or more portions of certain improvements to real property situated on land located at Kissimmee Gateway Airport.
- D. The Date of Commencement of this lease will be August 1, 2014.

PART ONE

PREMISES

A. LEASED PREMISES: Lessor leases to Lessee the premises located at the Kissimmee Gateway Airport, more particularly described, attached, and hereby incorporated by reference as Exhibit A. This area shall hereinafter be referred to as the "Leased Premises" and consists of 7,700 square feet of aircraft hangar and 4,600 Square feet office space, paved aircraft parking and open space located at 606 Dyer Boulevard, which is more particularly described as depicted on Exhibit A.

B. CONDITION OF PREMISES Lessee accepts the Leased Premises and any improvements on, about, or associated with the leased premises "As Is" and in their present condition. Lessee further warrants that the Leased premises are suitable for Lessee's proposed use described herein.

C. RE-ADJUSTMENT OF PREMISES This agreement will be subordinate to the provision of any existing or future agreement between the City of Kissimmee and the United States, relative to the operation of maintenance of the airport, the terms and execution of which have been or maybe required as a condition precedent to the expenditure or reimbursement to the city of federal funds for the development of the Airport.

Lessor reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the area is based on the area of the premises, then the rent shall be reduced in proportion to the reduction of the total area held by Lessee.

**PART TWO
TERM OF LEASE**

A. PRIMARY TERM The term of this Lease shall be for a 10 (Ten) Year period, with the period commencing on the first day of August 2014 and ending on the last day of July 2024, provided Lessee completes renovation necessary for the occupancy and use of the building, at a cost of approximately \$250,000.00, within 180 days of the Date of Commencement of this lease.

B. ADDITIONAL IMPROVEMENTS REQUIRED BY LESSEE FOR ADDITIONAL TERM OF LEASE In the event that Lessee exercises a 20 (Twenty) year option under this Agreement, Lessee will cause to construct and additional aeronautical building, equal or greater in cost to the value of the existing building after the completion of renovations required in Paragraph 1-A (minimum \$450,000.00). This amount shall be the actual cost of labor and materials as evidenced by bona fide invoices from a licensed general contractor. Such improvements shall be completed within 10 (Ten) years from the Date of Commencement of the lease and shall be in accordance with written instructions on the details of such renovations and improvements as determined by the Lessor, possibly at a later date.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director of Aviation and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.

3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

C. SECOND ADDITIONAL TERM Provided Lessee has not defaulted on terms and conditions of this Agreement and maintains continued compliance with all terms and conditions contained herein, including the completion of required renovations and construction of improvements specified in paragraphs 1-A. and 1-B., Lessee shall have an option to renew this Agreement upon the same terms and conditions contained herein, for one (1) additional term of ten (10) years. Lessee will notify Lessor, in writing, within sixty (60) days of the expiration of the Additional Term (July 31, 2044).

D. HOLDING OVER In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold

over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

A. RENT The initial net rent under this Lease for the premises is \$37,794.21 per year, payable monthly ("Monthly Rent") plus sales and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of \$3,149.52 ("monthly Rent") plus said taxes. Rent will be due on the first day of every month ("Due Date"), and shall be deemed to be delinquent if not received by the lessor on or before the tenth day of every month. Lessee shall also be liable to remit as rent the applicable sales tax along with the monthly payment. Payment of rent will commence on the first day of the first month following the execution of this agreement. The initial net rent shall be subject to adjustment as enumerated in Part Three of this agreement.

B. RENT ADJUSTMENTS Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three years from the execution date and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for September 2014 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased or decreased in the same proportion as said price index has increased or decreased when compared with the price index for December, 2014.

C. RENT CAPS In no event, however, shall the annual rent increase be more than ten percent (10%) per year for a rent adjustment based on CPI.

PART FOUR FEES

A. FUEL Lessee agrees to and shall pay to the Lessor a fuel fee for every gallon of fuel that is delivered to the Leased Premises or tanks owned or operated by the Lessee. The fee established by the city is currently \$0.05 per gallon.

B. CAR RENTALS Lessee shall not engage in car rental without prior written authorization of the Lessor.

C. REMITTANCES Remittance of the amounts due each month, as computed in this section, shall be paid to Lessor each month on or before the first day of the succeeding month.

PART FIVE PAYMENTS

A. TIME AND PLACE OF PAYMENT All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 301 Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.

B. COMMENCEMENT OF PAYMENTS Rent payments will commence upon the earlier of the following: (1) twelve months from the date of execution on the lease i.e lease commencement date or (2) the first day of the month in which student training operations commence (retroactive to the first day of that month.)

C. DELINQUENT PAYMENT OF RENT AND FEES If rent or fees are not timely paid then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the DUE DATE or 10% after fifteen (15) days and 20% after twenty (20) day of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART SIX PRIVILEGES

A. USE The Lessor grants to the Lessee the right and privilege to conduct the following Fixed Base Operator activities as described in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport, as amended and incorporated by reference into this Lease. The Lessee may not use the Premises for any purpose other than the following without the Lessor's prior written consent:

Category "F"- Other Aeronautical Services (Airframe and Power Plant Repair School, Post-Secondary Aviation Education)

Category "B" – Flight Instruction and Aircraft Rental

B. PROHIBITED USES The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Six (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.

C. INGRESS AND EGRESS Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN OBLIGATIONS OF LESSEE

A. NET LEASE The use and occupancy of the Leases Premises by lessee shall be

without cost or expense to Lessor. This Lease shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Premises in an "as is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor.

B. MAINTENANCE BY LESSEE Lessee shall be responsible for the following maintenance and repair to the Leased premises:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls , doors, locks, windows, flooring , fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems, otherwise, Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
2. All maintenance of Lessee-constructed structures and equipment, to include bulk fuel storage tanks;
3. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;
4. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
5. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances.

The Lessor shall be the sole judge of the due maintenance undertaken by the Lessee, and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.

Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, excluding reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS, AND ADDITIONAL CONSTRUCTION Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Lessee alter, modify or make additions , improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased premises without prior written approval of the Lessor.

Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the lessee shall submit a written application to the Director, and if the Director requests, the application shall be supported by a comprehensive plan package to the Director. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:

1. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased premises, facilities included and interior layouts and plans.
2. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
3. Request for approval of above.
4. A schedule for completion of each phase of the improvements.

Lessor shall attempt to make a timely disposition of each Lessee Construction Application and will not arbitrarily or capriciously withhold approval of the same.

Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

D. UTILITIES Lessee assume and pay all costs and charges for utility services furnished to Lessee, to includes all Storm Water fees associated with all impervious areas, including, but not limited to building footprints and paved aircraft and vehicle parking areas. Lessee will pay cost of any future fees enacted to cover the cost of governmental services. Lessee also assumes all future utility or service fees implemented in the future by local, state or federal agencies or governmental bodies.

E. TRASH AND GARBAGE REMOVAL Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee 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 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 from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area designated by Lessor 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.

F. SIGNS No Signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by Lessor and prior written approval from Lessor

G. 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, ethnicity, creed, color, national origin, sex, age, or disability 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, ethnicity, creed, color, national origin, sex age or disability 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 regulations 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 price 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.

H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's 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 Lessees sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIEN ARTICLE Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Lease Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are compiled within every particular detail.

If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind or nature which may hereafter be made against Lessor on account of any personal injuries, wrongful deaths, or property damage resulting from the use of the Leased premises, and for such purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to Lessor, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance: Public Liability Insurance: Property Damage Insurance covering all of Lessee's activities 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 Gateway Airport. The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. 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 Lessor as an additional insured as its interests appear. Lessee shall furnish Lessor 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 Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. 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.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside pavement. Parking along the curb on the north side of the Terminal building is also specifically prohibited for fire safety and security reasons , except to conduct brief loading/unloading operations.

PART EIGHT OBLIGATIONS OF LESSOR

A. OPERATION AS A PUBLIC AIRPORT Lessor 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 Lessor to the United States Government

under the Federal Airport Act.

B. ENTRY AND INSPECTION Lessor 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 Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE 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 caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, 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 Lessor 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 Lessor shall repair the damage at its own cost and expense. 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. If 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 Agreement 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. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

PART TEN 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:

1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.
2. Immediately upon or after the occurrence of either of the following events:
 - a. The failure or refusal of the Federal Aviation Administration (F.A.A.) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport such aircraft as the Lessee currently

for a period longer than 90 days.

- b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.

C. EXERCISING LESSEE'S RIGHTS OF TERMINATION Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR Lessor 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 fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. File 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 to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
6. Appoint or to cause the appointment of a receiver for Lessee;
7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT In the event Lessor 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 Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. In this connection, Lessee expressly waives the receipt of any notice of termination, which would otherwise be given by Lessor.

F. SUBLETTING AND ASSIGNMENT Except for the storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, 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. First assignment of this lease over the entire term of the lease will be without cost to the Lessee. Any subsequent assignment over the term of the lease, Lessee will pay the Lessor for attorney time (at the prevailing rate for Orlando, Florida) and staff time to review and process the assignment .

**PART ELEVEN
RIGHTS UPON TERMINATION**

A. LEASED PREMISES It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.

B. REMOVAL OF PERSONAL PROPERTY Upon the expiration or termination of this lease, all buildings, improvements, and fixtures constructed or placed upon leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination for this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

C. LANDLORD LIEN If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee 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.

**PART TWELVE
GENERAL PROVISIONS**

A. LESSOR'S RESERVED RIGHTS Lessor at its sole discretion reserves the right to further develop or improve 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 Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT Lessee by accepting this Agreement expressly agrees for itself and 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 Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. Lessor 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 Lessor 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, VENUE, ATTORNEY'S FEES It is mutually agreed

by and between Lessee and Lessor 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, each party shall pay their own legal costs to include but not to limited to attorney's fees, court costs, associated expenses, and all incidental costs including those incurred in appellate proceedings.

E. TAXES, LICENSES, AND PERMITS Lessee shall pay all personal property taxes which may assessed against 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 license, 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 heading 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, such notice shall be served by Certified or Registered Mail with return receipt, addressed in to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
301 Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

Aviator Holdings of Kissimmee, Inc.
President, Michael Cohen
4888 North Kings Highway
Suite #405
Ft. Pierce, FL 34946

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW This Agreement shall be interpreted in accordance with the laws of the State of 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.

PART THIRTEEN 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 appropriated federal, stated, 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 record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.
2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. *280 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 Leased 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 Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. 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.

B. INDEMNIFICATION 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 caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sublessees. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it, which, 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 the 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 Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof 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. *6901 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, *6901, 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 Leased Premises is prohibited by the City, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased 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 Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off 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 Leased Premises.

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 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 Leased Premises. 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, liabilities, and all losses.

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the

day and year first above written.

CITY OF KISSIMMEE:


By Mayor-Commissioner

ATTEST:


City Clerk

Aviator Holdings of Kissimmee, Inc.


Title: President

Linda S. Hansell
Attested by 

Corporate Seal :



Approved as to form and correctness.


City Attorney

This 16th day of July, 2014.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 3, 4, 5 and 6, Block 22, and a portion of Lots 3, 4, 5 and 6, Block 23 and portions of platted Right of Ways, **MAP OF WEST KISSIMMEE**, according to the plat thereof, as recorded in Plat Book A, Page 12 of the Public Records of Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of KISSIMMEE COMMERCE / INDUSTRIAL CENTER, according to the plat thereof, as recorded in Plat Book 5, Pages 107 and 108 of the Public Records of Osceola County, Florida; thence run N89°47'27"W along the South line of said KISSIMMEE COMMERCE / INDUSTRIAL CENTER, a distance of 1.44 feet to a point on the West Right of Way line of Dyer Boulevard as shown on a Proposed Plat; thence along said West Right of Way line the following five (5) courses and distances; thence run S00°02'39"W, a distance of 228.59 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 200.00 feet and a Central Angle of 38°58'41"; thence run Southwesterly along the Arc of said curve, a distance of 136.06 feet (Chord Bearing = S19°32'00"W, Chord = 133.45 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 96.50 feet and a Central Angle of 81°36'09"; thence run Southerly along the Arc of said curve, a distance of 137.44 feet (Chord Bearing = S01°46'44"E, Chord = 126.11 feet) to the point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 200.00 feet and a Central Angle of 40°18'02"; thence run Southerly along the Arc of said curve, a distance of 140.68 feet (Chord Bearing = S22°25'48"E, Chord = 137.79 feet) to the Point of Tangency thereof; thence run S02°16'47"E, a distance of 30.97 feet to the Point of Beginning; thence continue along said West Right of Way line the following two (2) courses and distances; thence run S02°16'47"E, a distance of 84.01 feet; thence run S00°02'39"W, a distance of 248.08 feet; thence departing said West Right of Way line, run S02°36'33"W, a distance of 67.73 feet; thence run S10°48'09"W, a distance of 116.42 feet; thence run S00°42'31"E, a distance of 37.95 feet; thence run N89°18'46"W, a distance of 299.56 feet; thence run N63°21'10"W, a distance of 206.91 feet; thence run N31°27'51"W, a distance of 529.34 feet; thence run N89°26'09"E, a distance of 771.24 feet to a point on a non-tangent curve, concave to the South, having a Radius of 21.96 feet and a Central Angle of 30°05'59"; thence run Easterly along the Arc of said curve, a distance of 11.53 feet (Chord Bearing = S72°06'09"E, Chord = 11.40 feet) to the Point of Beginning.

Containing 7.614 acres, more or less.

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.
SEE SKETCH ON SEPARATE SHEET.

REQUESTED BY:

**CITY OF KISSIMMEE
GATEWAY AIRPORT**

DATE OF SKETCH	04/09/2013	REVISIONS	JOHNSTON'S SURVEYING INC. 900 Shady Lane, Kissimmee, Florida 34744-8695 Tel. (407) 847-2179 Fax (407) 847-6140 <i>Barry W. Prewitt</i> 04-16-2013 BARRY W. PREWITT, P.S.M. #5267 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.
SCALE	1" = 150 FT.	04/16/13 ADD AREAS	
F.B.	PAGE		
SECTION	19		
TWP.	25 S., R. 29 E.		
JOB NO.	13-022	SHEET 1 OF 2	

LEGEND

NO.	NUMBER
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
C	CHORD LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
TWP.	TOWNSHIP
RNG.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
FT.	FEET
R/W	RIGHT OF WAY
FBRL	FUTURE BUILDING RESTRICTION LINE

**KISSIMMEE
COMMERCE/INDUSTRIAL CENTER**
P.B. 5, PAGES 107-108

TRACT "B"

65' DRAINAGE R/W
(DEDICATED BY PLAT)
SOUTH LINE OF KISSIMMEE
COMMERCE/INDUSTRIAL CENTER

CSX RAILROAD RIGHT OF WAY



SCALE 1" = 150 FT.

TRACT 1
PROPOSED PLAT

**KISSIMMEE
GATEWAY
AIRPORT**

**MARTIN LUTHER
KING BOULEVARD**
TRACT RW

POINT OF
BEGINNING

LOT 6
PROPOSED PLAT

MAP OF WEST KISSIMMEE
PLAT BOOK A, PAGE 12

154,941 SQ.FT.
WEST OF BRL

176,748 SQ.FT.
EAST OF BRL

PLATTED RIGHT OF WAY
(NOT OPEN OR IMPROVED)

PLATTED RIGHT OF WAY
(NOT OPEN OR IMPROVED)

**JOHNSTON'S
SURVEYING INC.**

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

JOB NO. 13-022
SHEET 2 OF 2

ITEM 7.C

Approval of an Interlocal Agreement between the City and the Downtown Kissimmee Community Redevelopment Agency for the Beaumont Redevelopment Project portion of the Series 2022 Bonds.

Request

This request is for Commission approval of an Interlocal Agreement with the Downtown Kissimmee Community Redevelopment Agency (CRA) to fund and reimburse the City for the portion of the Series 2022 Capital Improvement Refunding Revenue Bonds associated with the Beaumont Redevelopment Project.

Explanation

In September 2021, the City refinanced an existing Line of Credit (LOC) from the Pooled Commercial Paper Loan Program of the Florida Local Government Finance Commission that was used to fund various capital improvements and redevelopment projects in the district. The intention of the refinancing was to extend the maturity date of the balloon payment. Subsequently, the Commission authorized the issuance of revenue refunding bonds to fix the LOC interest rate at a lower cost and to pay for other projects. Among those other projects was the Beaumont Redevelopment Project.

This Agreement obligates the CRA to use its Tax Increment Revenue to reimburse the City for the costs of the land acquisition and infrastructure improvements to the Beaumont Redevelopment site. The City will spend a portion of the 2022 Bonds to make these improvements. The debt was structured with the intent that the CRA revenues would be used for the Beaumont Redevelopment Project portion of the bonds.

Recommendation

Staff recommends the City Commission approve the Interlocal Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Amended and Restated Interlocal Agreement - CRA-City - 2022 Bonds (02231809-2)

**SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
BETWEEN
CITY OF KISSIMMEE, FLORIDA
AND THE CITY OF KISSIMMEE
DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY**

This Second Amended and Restated Interlocal Agreement (the "Agreement") is entered into as of the ____ day of _____, 2022, by and between the CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation (the "City"), and the CITY OF KISSIMMEE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Downtown CRA").

WITNESSETH:

WHEREAS, the City Commission of the City created the Downtown Community Redevelopment Agency on November 5, 1991, by adopting Resolution No. 47-91 and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 1893 on June 8, 1993, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement are known as the "Downtown Community Redevelopment Area" as designated by Resolution No. 11-93, adopted by the City Commission of the City on April 27, 1993; and

WHEREAS, the City has adopted a community redevelopment plan to provide for various redevelopment projects to be funded by tax increment revenues (the "Redevelopment Plan"); and

WHEREAS, such Redevelopment Plan expires on December 31, 2053 (the "CRA Expiration Date")

WHEREAS, the City has, and intends to continue to, expend resources in furtherance of community redevelopment, and to assist the Downtown CRA in carrying out its responsibilities; and

WHEREAS, on July 23, 2015, pursuant to Resolution No. 13-2015 adopted by the City Commission of the City on July 7, 2015 (the "2015B Resolution") and a Loan Agreement between the City and Pinnacle Public Finance, Inc. (the "2015B Loan Agreement" and, together with the

2015B Resolution, the “2015B Note Documents”), the City issued the \$3,820,000 City of Kissimmee, Florida Capital Improvement Refunding Revenue Note, Series 2015B (the “2015B Note”) to (i) refund on a current basis all of the outstanding principal balance of the Downtown CRA’s Redevelopment Trust Fund Revenue Note, Series 2004, the proceeds of which were used to finance the cost of the design, installation, construction and reconstruction of street, public rights-of-way, drainage improvements and related improvements within the Downtown Community Redevelopment Area (the “2004 CRA Project”), and (ii) pay costs of issuance for the 2015B Note; and

WHEREAS, on February 4, 2016, pursuant to Resolution No. 03-2016 (the “Master Resolution”), as supplemented by Resolution No. 04-2016 (together, the “2016 Bond Documents”), each adopted by the City Commission of the City on January 19, 2016, the City issued its Capital Improvement Revenue Bonds, Series 2016 (the “2016 Bonds”); and

WHEREAS, a portion of the 2016 Bonds (the “2016 CRA Project Portion”) were used to finance the cost of the design, installation and construction of a parking garage and related improvements within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2016 CRA Project”), and to pay costs of issuance allocable to the 2016 CRA Project Portion of the 2016 Bonds; and

WHEREAS, on May 11, 2022, pursuant to the Master Resolution, as supplemented by Resolution No. 02-2022 (together, the “2022 Bond Documents”), adopted by the City Commission of the City on April 19, 2022, the City issued its Capital Improvement Revenue Refunding Bonds, Series 2022 and its Taxable Capital Improvement Revenue Refunding Bonds, Series 2022 (together, the “2022 Bonds”); and

WHEREAS, a portion of the 2022 Bonds (the “2022 CRA Project Portion”) will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the “Beaumont Development Site within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2022 CRA Project”), and to pay costs of issuance allocable to the 2022 CRA Project Portion of the 2022 Bonds; and

WHEREAS, in connection with the issuance of the 2016 Bonds, the City and the Downtown CRA entered into an Amended and Restated Interlocal Agreement dated as of February 16, 2016 (the “Prior Interlocal Agreement”); and

WHEREAS, as a result of the issuance of the 2022 CRA Project Portion of the 2022 Bonds by the City on behalf of the Downtown CRA, the City and the Downtown CRA desire to amend and restate the Prior Interlocal Agreement in its entirety; and

WHEREAS, pursuant to the 2015B Note Documents, the 2015B Note is secured solely by the Covenant (as defined in the 2015B Note Documents) and the moneys budgeted and appropriated

pursuant thereto and deposited into the Debt Service Fund (as defined in the 2015B Note Documents), in the manner and to the extent provided in the 2015B Note Documents; and

WHEREAS, pursuant to the 2016 Bond Documents, the 2016 Bonds are payable solely from the Pledged Funds (as defined in the 2016 Bond Documents) and a backup covenant to budget and appropriate legally available Non-Ad Valorem Revenues (as defined in the 2016 Bond Documents) to the extent and as provided in the 2016 Bond Documents; and

WHEREAS, pursuant to the 2022 Bond Documents, the 2022 Bonds are payable solely from the Pledged Funds (as defined in the 2022 Bond Documents) and a backup covenant to budget and appropriate legally available Non-Ad Valorem Revenues (as defined in the 2022 Bond Documents) to the extent and as provided in the 2022 Bond Documents; and

WHEREAS, except with regard to the Downtown CRA's obligations pursuant to this Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Downtown CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Downtown CRA shall reimburse the City for all costs incurred by the City on behalf of the Downtown CRA in connection with the issuance of the 2015B Note (and any note issued to refund the 2015B Note for debt service savings), the 2016 CRA Project Portion of the 2016 Bonds (and any bonds issued to refund the 2016 CRA Project Portion of the 2016 Bonds for debt service savings), and the 2022 CRA Project Portion of the 2022 Bonds (and any bonds issued to refund the 2022 CRA Project Portion of the 2022 Bonds for debt service savings) as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Downtown CRA shall pay the same interest rate due on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Downtown CRA.

3. Financing.

A. The City's issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are authorized by and in accordance with the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, for the purpose of refinancing the 2004 CRA Project, financing the 2016 CRA Project, and financing the 2022 CRA Project Portion and for other lawful purposes authorized by the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively. The debt service on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Downtown CRA to the City to pay the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, the City has refinanced the cost of the 2004 CRA Project, financed the cost of the 2016 CRA Project, and financed the cost of the 2022 CRA Project through the issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, respectively, pursuant to the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, and if necessary due to the nature of such 2004 CRA Project, 2016 CRA Project and 2022 CRA Project, any amounts required to be rebated to the United States Treasury pursuant to the Internal Revenue Code of 1986, as amended, in order to preserve the exclusion of interest on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds (as applicable), respectively, from the gross income of the recipients thereof for federal income taxation purposes.

C. Upon execution of this Agreement and thereafter immediately upon receipt, the Downtown CRA shall deposit or cause to be deposited tax increment revenues received by the Downtown CRA with the City in amounts sufficient to pay the following (collectively, the "CRA Obligations"):

(i) all principal, interest and any other amounts paid and not previously reimbursed by the Downtown CRA or payable each fiscal year on the 2015B Note (as provided in Exhibit A hereto), the 2016 CRA Project Portion of the 2016 Bonds (as provided in Exhibit B hereto), and the 2022 CRA Project Portion of the 2022 Bonds (as provided in Exhibit C hereto) pursuant to the 2015B Note Documents, 2016 Bond Documents, and 2022 Bond Documents, respectively, by reason of the issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds or necessary in order to preserve the exclusion of interest on the 2015B Note, the 2016 CRA Project

Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds (as applicable) from the gross income of the recipients thereof for federal income taxation purposes; and

(ii) all amounts necessary to reimburse the City for amounts advanced or expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof; and

(iii) in fiscal years ending September 30, 2031, September 30, 2032 and September 30, 2033, the Downtown CRA shall transfer to the City a certain amount of excess tax increment revenues which are to be set aside by the City in a designated escrow account to pay principal, interest and any other amounts due on the CRA Obligations. The amount of excess tax increment revenues to be transferred by the Downtown CRA to the City pursuant to the preceding sentence shall, in the aggregate for fiscal years 2031, 2032 and 2033, be not less than \$1,500,000 (without taking into account any interest earnings on amounts previously deposited). Interest earnings on amounts deposited into such escrow account shall be retained therein.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) through (iii) above shall survive the date on which the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are no longer due and owing under the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Downtown CRA hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Downtown CRA are not pledged in any manner to secure the CRA Obligations.

E. The Downtown CRA is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Downtown CRA will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(24), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Downtown CRA and the City shall be unconditionally and irrevocably obligated so long

as the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are outstanding, and until the payment in full by the Downtown CRA of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement, the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents.

F. The Downtown CRA does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the 2015B Note Documents, the 2016 Bond Documents, the 2022 Bond Documents and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Prior Interlocal Agreement. The Prior Interlocal Agreement is hereby amended and restated in its entirety by this Agreement.

6. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

8. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9. City Commission Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2015B Note, the 2016 Bonds, or the 2022 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the City under or by reason of the obligations, covenants or agreements contained in this

Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2015B Note, the 2016 Bonds, and the 2022 Bonds on the part of the City.

10. Board Members of the Downtown CRA Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2015B Note, the 2016 Bonds, or the 2022 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Downtown CRA, past, present or future, either directly or through the Downtown CRA it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Downtown CRA under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Downtown CRA are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

11. Obligations Limited. By execution of this Agreement, the Downtown CRA hereby consents to all the provisions of the 2015B Note Documents, the 2016 Bond Documents, and 2022 Bond Documents as they pertain to the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, respectively. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Downtown CRA or a pledge of the faith and credit of the Downtown CRA, but, such CRA Obligations shall be payable solely from the tax increment revenues to be received by the Downtown CRA pursuant to the Redevelopment Act. The Downtown CRA has no taxing power.

12. Eligibility to Receive Tax Increment Revenues. The Downtown CRA shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds issued under the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: _____, 2022

CITY OF KISSIMMEE, FLORIDA

[Seal]

Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

City Clerk

City Attorney

[Seal]

THE CITY OF KISSIMMEE DOWNTOWN
COMMUNITY REDEVELOPMENT
AGENCY

ATTEST:

Chairman

Secretary

APPROVED AS TO FORM AND
CORRECTNESS:

Agency Attorney

ITEM 7.D

Purchase of front-end load garbage trucks for solid waste commercial collection services

Request

Approval to purchase seven (7) Autocar/New Way front-end load garbage trucks from Kenworth of Central Florida using the Florida Sheriffs Contract (FSA20-VEH18.0) and to amend the budget accordingly.

Explanation

The Solid Waste Division of Public Works is in the process of implementing the approved recommendations of the 2020 Kessler Consulting, Inc. Commercial Solid Waste Services Study. In order to begin operations in the fall of 2023, all equipment purchases must take place now to ensure timely delivery.

Seven (7) new front end loaders (2023 Autocar/New Way Mammoth 40YD) are being purchased via the Florida State Sheriff's Contract (FSA20-VEH18.0) at a total cost of \$2,399,159. In May 2022, the City issued Series 2022A Capital Improvement Refunding Revenue Bonds to refinance an existing Line of Credit (LOC) from the Pooled Commercial Paper Loan Program of the Florida Local Government Finance Commission and to provide new monies to fund the Beaumont Infrastructure Project and equipment for the transition of commercial dumpster service within the city limits. This purchase will provide the equipment necessary to service all commercial solid waste accounts in the city.

The City has the right to inspect the trucks for final approval at the time of delivery. The Fleet Maintenance Division has reviewed the purchase in order to ensure compatibility and conformance to City Standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35945716-506494	SA2203-359-506494		\$3,800,000	\$2,399,159

Financial Summary:

Proceeds from the Series 2022A Capital Improvement Refunding Revenue Bond will be used to purchase this equipment.

Recommendation

Staff recommends City Commission approval to purchase seven (7) Autocar/New Way front end-load garbage trucks from Kenworth of Central Florida and to amend the budget accordingly.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Florida Sheriffs Contract FSA20-VEH18.0_ FEL Bid Packet x7 Updated 7-7-22
2. Quote Revised (June 14, 2022)

BID AWARD

CONTRACT

FSA20-VEH18.0

HEAVY TRUCKS

Contract Term:
October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEH18.0 Heavy Trucks

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 102 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 40 submitted bids for heavy trucks and 33 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14. Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Florida Kenworth LLC.
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechtien International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc

December 21, 2021



Florida Kenworth LLC.

City of Kissimmee
Solid Waste Division
2201 Mabbette St.
Kissimmee FL 34741
For: Mr. Jody Kirkendall

Florida Sheriffs Contract

FSA20-VEH18.0

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Jason Upperco

Item# 106 60,000 GVW Truck

(7) Autocar ACX

New Way Mammoth Front Loader

Code	Bid Specification – Options	Price	Extension
Base Specification	Item# 106, 2023 model year Autocar ACX chassis	187,578.00	1,313,046.00
1012004	Cummins L9-380HP 1250FT-LB	(6,391.00)	(44,737.00)
8140003	New code for 2023 (8140002) Battery Disconnect	215.00	1,505.00
66K GVW PKG	Inc: 20K FA, 46k RA, Susp, DBL frame, Steering, Front Tire	8,402.00	58,814.00
9140016/9342009	Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels	2,848.00	19,936.00
5140001	Cab Guard	357.00	2,499.00
661002	CabTilt / Air Assist	279.00	1,953.00
05UNP	Prep for constant mesh PTO	342.00	2,394.00
05UNP	Refuse spec brakes 16.5" x 8.62"	293.00	2,051.00
DAFO	Fire Suppression System	8,146.00	57,022.00
NEWAL FEL	Neway Mammoth 40yd Front Loader	128,565.00	899,955.00
05UNP	City Of Kissimmee Option Package: Aluminum Canopy with air cylinder extension, Upgrade to 10,000lb lift rating arms including 5" arm cylinder and 4" Fork Cylinder, LED work lights , location mounted on Canopy Facing the can service hoist, container washout tank air, 50 gallon.	2,842.00	19,894.00
899B207/899K200	Cummins Engine Warranty L9 PP1 5yr/100k Engine & Aftertreatment	2,922.00	20,454.00
899A203	Allison Warranty - 5yr Unlimited	1,339.00	9,373.00
05UNP	Raw Materials Surcharge for chassis and body	5,000.00	35,000.00
 FSA AWARDED CONTRACT Sheriffs.org 850-877-2165 info@sheriffs.org			
Note: All Options Include Florida Sheriffs Admin Fee Reference: Item# 16 Autocar Specifications and Attached Body			
Total Price		\$ 342,737.00	\$2,399,159.00



AUTOCAR ACX 60K GVW Truck FSA20-VEH18.0 OPTIONS

Pricing Discounts Range from 3% - 28% Below MSRP		
Code	Option	FSA PRICE
ENGINES UPGRADES & OPTIONS		
1012104	Cummins L9-380HP 1250FT-LB	(\$ 6,391)
1012301	Cummins X12 380 HP / 1450 LB-FT	\$ 2,539
1012011	Cummins CNG Engine L9N 320 HP 1000ft/lb NEAR ZERO	\$ 4,125
1012402	Cummins CNG Engine ISX12N 350 HP 1350FT-LB	\$ 18,004
1310001	Jacobs Engine Brake - L9	\$ 2,248
1310002	Jacobs Engine Brake - X12	\$ 2,444
2082004	Variable Speed Engine Fan RCV250 for X12	\$ 1,265
1222001	Front Engine PTO Adapter	\$ 577
4682000	Oil Pan Guard	\$ 177
8020002	Alternator: Leece Neville 200amp alternator	\$ 353
8020006	Alternator: Delco 28SI 200 amp Pad Mounted	\$ 186
2310005	Muffler Shield W/Exhaust Blanket (For CNG Engines)	\$ 415
115A201	Stainless Full Engine / Exhaust Aftertreatment Shielding	\$ 978
8140003	Battery disconnect switches 2 w/ Lockout & Jumper Studs	\$ 215
TRANSMISSION OPTIONS		
2700022	Allison 3000RDS 6 spd With PTO Provision	CREDIT- (\$ 9,485)
2700024	Allison 3500RDS 6 spd With PTO Provision	CREDIT-- (\$ 9,225)
27A0001	Allison Transmission Output Retarder	\$ 8,480
Telma	Telma Driveline Retarder	\$ 15,200
GVW & MODEL UPGRADE PACKAGES		
5000002	ACX- Cab with right hand steer	\$ 469
5000003	ACX- Cab with Dual Steering	\$ 4,614
5000004	ACX- Cabwith Dual Drive & Right Stand Up	\$ 8,504
50K ACX42 PKG	ACX42 S. Axle 50K GVW Inc: 20K FA, 30K RA, Susp, Double Frame, Tires, AccomPkg	\$ 2,165
66K GVW PKG	Inc: 20K FA, 46K RA, Susp, DBL Frame, Steering, Front Tires,Body Accom Pkg	\$ 8,402
CNG PACKAGES & TANK OPTIONS		
CNGTNKS	CNG Tanks 80 DGE Back Of Cab	\$ 39,119
CNGTNKS	CNG Tanks 90 DGE Dual 45 Rail Mounted	\$ 40,566
CNGTNKS	CNG Tanks 106 DGE Back Of Cab	\$ 45,914
CNGTNKS	CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 49,428
CNGTNKS BM	CNG Tanks Up to 106 DGE Refuse Body Mounted	\$ 50,308
4200002	Methane Detection System For Natural Gas	\$ 3,602



AUTOCAR ACX 60K GVW Truck
FSA20-VEH18.0 OPTIONS

Pricing Discounts Range from 3% - 28% Below MSRP		
Code	Option	FSA PRICE
FRAME / CHASSIS / SUSPENSION OPTIONS		
404002	Double Frame: Full steel insert	\$ 1,667
7216090/722019	Dual 90 gal alum fuel tanks w/20 gal DEF Tank	\$ 1,930
BAPKG		\$ 1,145
330507	Rear Axle Meritor RT46-160EH	\$ 3,558
3500004	46K Rear Suspension HMX-460 w/ shocks	\$ 1,872
3500014	46K Rear Suspension PAX 460 Air Ride	\$ 2,228
7510011/7610011	Meritor EX - 225 Air Disc Brakes Front & Rear	\$ 11,877
333014	Driver Controlled Wheel Locks: (2) axles	\$ 1,024
3T12003	Rigid Lift Axle: 13,500 lb (Req 66K GVW Pkg)	\$ 8,337
3T12002	Steerable Lift Axle: 13,500 lb (Req 66K GVW Pkg)	\$ 8,791
3T12004	Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)	\$ 12,696
TIRE / WHEEL OPTIONS		
9140016/9342009	Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels	\$ 2,848
9140016/933063	Rear Tires: 12R-22.5 Tires & 9.0" Steel Wheels	\$ 1,485
905549/9142001	Front / Rear Aluminum Wheels (10)	\$ 3,531
CAB / SAFETY OPTIONS		
5140001	Cab Guard	\$ 357
661002	Cab Tilt / Air Assist	\$ 279
0602002	Dual Air Conditioning	\$ 5,230
5210001	Air Ride Passenger Seat	\$ 415
6220018	Dual Remote Power Mirrors Black, Heated, W / Marker Light	\$ 606
5120001	Dual Power Windows	\$ 733
7660001	Work Brake W/ Lever to Activate Service Brakes	\$ 1061
BUC	Back up Camera - Ecco or Equal	\$ 1,977
Brigade BUC	Brigade Back Up Camera System	\$ 3,142
Brigade 360	Brigade Back Up Camera System with 360 System	\$ 5,604
Brigade BackSense	Back Up Camera System with BackSense Radar	\$ 4,591
TPMS	Dealer Installed TPMS System	\$ 1,718
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen)	\$ 3,288
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 568
AutoLube	Auto Lube For Refuse Bodies	\$ 9,823
DAFO	Fire Suppression System	\$ 8,146
SAFETY	Cab Fire Extinguisher & Safety Triangles	\$ 345



AUTOCAR ACX 60K GVW Truck
FSA20-VEH18.0 OPTIONS

Pricing Discounts Range from 3% - 28% Below MSRP		
Code	Option	FSA PRICE
OPTIONAL BODIES (Body quotes Valid for 90 days)		
Front Loaders (Body quotes Valid for 90 days)		
EZ FEL	E-Z Pack Hercules 40yd Front Loader	\$ 147,206
EZ FEL CC	Add Curotto Controls	\$ 18,617
HEIL FEL	Heil Half Pack 40yd Front Loader	\$ 136,881
HEIL FEL LR	Heil Low Rider Residential Front Loader	\$ 176,259
ODYSSEY	Odyssey Pkg w/Curotto controls	\$ 19,898
CUR CAN	Curotto Can Assembly / Must add Odyssey Pkg w/ Curotto controls	\$ 36,869
MCN ATLANTIC FEL	McNeilus Atlantic Series Heavy Duty 40 yard Front Loader	\$ 151,469
NEWAY FEL	Neway Mammoth 40yd Front Loader	\$ 129,529
AMREP HX450 FEL	AMREP 40yd Elliptical Hardox Front Loader	\$ 153,226
Automated Side Loaders (Body quotes Valid for 90 days)		
NEWAY ASL	NewWay Sidewinder 31yd Automated Side Loader	\$ 153,086
HEIL DP ASL	Heil DuraPack Python 28yd Automated Side Loader	\$ 151,300
HEIL SST ASL	Heil Command SST - 33 yd. Eject Automated Side Loader	\$ 169,780
MCN AR ASL	McNeilus Autoreach Automated Side Loader 28 yard	\$ 146,749
MCN ZR ASL	McNeilus ZR Zero Radius Automated Side Loader 28 yard	\$ 169,325
AMREP HX450 ASL	Amrep HX450 36 Yard Hardox Automated Side Loader Full Push Out	\$ 153,767
Rear Loaders (Body quotes Valid for 90 days)		
HEIL DP5000 REL	Heil DP5000 25yd REL	\$ 153,767
HEIL Recycler REL	Heil 60/40 Split Recycler Rear Loader 25yd	\$ 192,585
Bayne CT	Bayne Cart Tipper each	\$ 5,541
EZ G400 REL	E-Z Pack Goliath G400 25yd Rear Loader	\$ 100,897
EZ G300 REL	E-Z Pack Goliath G300 25yd Rear Loader	\$ 90,715
MCN REL 25	McNeilus Heavy Duty 25yd Rear Load With Options	\$ 109,322
MCN REL 32	McNeilus Heavy Duty 32yd Rear Load With Options	\$ 105,176
NEWAY REL	Neway King Cobra 25yd REL	\$ 100,006
LOAD REL	Loadmaster Excel S 25yd REL	\$ 72,919
PacMac RLX25	PacMac RLX25 25Yd REL	\$ 95,359
UNDERGROUND REFUSE SYSTEM (Body quotes Valid for 90 days)		
UGR NORD	NORD Truck Mtd System, Inc: Crane Pkg, HookLift, 26.5 CY Compactor	\$ 388,895
UGR NORD AC	Additional Compactor for Above NORD System	\$ 75,789



AUTOCAR ACX 60K GVW Truck FSA20-VEH18.0 OPTIONS

Pricing Discounts Range from 3% - 28% Below MSRP		
Code	Option	FSA PRICE
Roll Off Hoist (Body quotes Valid for 90 days)		
GALBREATH AFOR174	Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp	\$ 63,976
GALBREATH U5OR174	U5-0R-174 60k w/Pioneer Tarp	\$ 59,946
Stellar 65-174	Stellar 65-174 Hook Lift Inc Tarp System	\$ 76,998
GRAPPLE LOADERS & BODIES (Body quotes Valid for 90 days)		
Atlas Grapple	Petersen AL-1 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)	\$ 105,992
Rotobec 910	ROTOBEC 910 Grapple w/ Beau-Roc 50 yard Dump Body	\$ 140,081
Rotobec 915	ROTOBEC 915 Grapple w/ Beau-Roc 50 yard Dump Body	\$ 151,592
Palfinger M13A Grapple	Grapple Palfinger A Line M13A w/44yd body	\$ 154,624
Palfinger Crane	S260L 130 Canal Maintenance Crane Package	\$ 241,030
TMA / SWEEPER / VAC (Body quotes Valid for 90 days)		
TMA Scorpion	TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck Complete TMA Flatbed Ballasted, Hyd Arrowboard, LED's Cameras DVR	\$ 62,667
Warrior	Curbtender Warrior Mechanical Sweeper	\$ 213,338
Warrior DFB	Dual Front Broom option Warrior	\$ 28,789
Vacpak	Curbtender Vacpak Unit	\$ 112,865
EXTENDED WARRANTY OPTIONS		
CNG ENGINE EXTENDED WARRANTY		
899B180	Cummins Engine Warranty: L9N PP1 5yr/150k	\$ 2,520
899B183	Cummins Engine Warranty: ISX12N 5yr/200k PP1	\$ 2,317
DIESEL ENGINE EXTENDED WARRANTY		
899B207/899K200	Cummins Engine Warranty: L9N PP1 5yr/100k With aftertreatment	\$ 2,922
899B213 /899K207	Cummins Engine Warranty ISX-D HD11 5 Year/300,000 mi With aftertreatment	\$ 2,342
ALLISON TRANSMISSION EXTENDED WARRANTY		
899A203	Allison Warranty - 5yr/unlimited	\$ 1,339
Discount Options / Chassis Only		
Discount %	10% Discount off current MSRP for non-specified Options including fees	0.00
05UNP	Unpublished Bodies / Non Factory Options = Cost + 5% including fees	0.00
Chassis Only	Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 45 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Kenworth of Central Florida assumes no responsibility for chassis and Upfit Compatibility.	0.00
TAG - REGISTRATION		
TEMP TAG	Temporary Tag - FLORIDA ONLY	0.00
TRANSFER	Transfer tag - FLORIDA ONLY	0.00
NEWTAG	New tag: state / city / county - FLORIDA ONLY	0.00

Page #4

Driven to Deliver

Great trucks. Great people. Great value.

ACX64 Class 8 Model Year 2023

Florida Kenworth, LLC.
NA

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Prepared For : JODY KIRKENDALL
CITY OF KISSIMMEE

Tuesday, November 9, 2021 9:13:58 AM EST

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11/09/2021

Chassis Specification

			Description	Front Weight	Rear Weight
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,154
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	0	0
O	100U001	CUSTOMER TYPE	MUNICIPAL	0	0
VEHICLE ADAPTATION					
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0	0
SOLUTION					
O	C04012	BODY COMPANY	NEW WAY	0	0
O	C02001	BODY TYPE	COMMERCIAL FRONT END LOADER	0	0
S	C070001	FUEL SYSTEM TYPE	DIESEL	0	0
O	C003006	TRUCK TYPE (WRENCH CODE)	FEL, NEW WAY MAMMOTH, WB210, NO AUX AXLE, DSL	0	0
O	C06701	BODY STYLE	NEW WAY MAMMOTH	0	0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD	0	0
S	C090003	AXLE QUANTITY	3 AXLE	0	0
S	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C11005	BODY COMPANY SERVICE OPTION	CONTAINER EJECT	0	0
O	C03001	TERRITORY	EAST COAST	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020460	REAR GAWR	46000 LBS	0	0
O	D100660	GVWR	66000 LBS	0	0
ENGINE					
O	1012104	ENGINE ASSY	L9, 380HP / 2100RPM / 1250 LB-FT, CUMMINS	0	0
O	972A002	SPECIAL EMISSION CERTIFICATION LABELS	EPA CERTIFIED - NO LABEL REQUIRED (DIESEL)	0	0
S	9722022	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0

ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
S	4382005	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS20121 F/W SEPARATOR W/PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
S	2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	227001	AIR INTAKE PRECLEANER	DONALDSON	24	0
S	2302000	MUFFLER SYSTEM	RH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
O	2320011	EXHAUST STACKS	STAINLESS STEEL STACK W/TURN OUT	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
O	8020005	ALTERNATOR	DELCO REMY 180 AMP, 28SI PAD MTD.	5	0
O	P020015	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUTDOWN ENABLED (15 MINUTES)	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED	384	59
S	287A200	TRANSMISSION BREATHING	TRANSMISSION REMOTE BREATHING	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHIELDS PROVIDED	-1	0

S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
S	383101	STEERING GEAR	INTEGRAL POWER STEERING W/RIGHT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	359001	SHOCK ABSORBERS-REAR	4 SHOCK ABSORBERS HENDRICKSON SUSPENSION	0	31
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED	0	-2
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
O	7412002	BRAKE CONTROL SYSTEM	MERITOR WABCO ABS 6S/6M W/PLC AND ATC	0	0

CHASSIS

S	400210	WHEELBASE	210 INCHES	0	0
O	402080	FRAME-REAR OVERHANG	80"	36	-123
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH	117	398
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM ORIENTATION B	0	0

S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4680010	GUARD-OIL PAN	ENGINE OIL PAN GUARD - ALUMINUM	49	-6
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
O	4470004	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 4"	7	5
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
O	4280003	DRILLING FUEL TK SUPT- LEFT	FUEL TANK LHS LOCATION - SPEC DRIVEN	0	0
O	433008	FUEL TANK SCREENS	FILL SCREEN/ANTI-SIPHON INSERT SINGLE TANK	1	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	BATTERY BOX	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160004	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 4"	5	1
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
S	7152000	WET TANK DRAIN	WABCO DV-2 AUTOMATIC	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0
CAB EXTERIOR					
S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STEEL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	-8

S	622C201	MIRROR PANE QUANTITY	SINGLE PANE MIRROR	0	0
O	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
O	661002	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT WITH AIR ASSIST	20	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
O	693002	UNDERCOAT	CAB CORROSION INHIBITOR	0	0

CAB INTERIOR

O	380003	STEERING WHEEL	18 INCH DIAMETER (DUAL DRIVE CONFIGURATIONS: 18" LH, 16" RH)	2	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED	0	0
O	5222001	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	0	0
O	5232001	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0

CAB CLIMATE CONTROL

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0

S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURLMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
O	853002	SWITCH-MARKER INTERUPTER	INTERRUPTER SWITCH FOR CAB/BODY LAMPS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

O	5090001	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK WITH 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	1	0
O	5900006	RADIO	AM/FM RADIO, ROOF MOUNTED	13	-4
O	59A0001	RADIO MOUNTING LOCATION	RADIO MOUNTED IN LHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
O	9620001	FIRE EXTINGUISHER	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	5	0

FRONT TIRES / WHEELS

O	9310041	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR G296 WHA	0	0
O	930821	TIRE SIZE & LOAD RANGE - FRONT	425/65R22.5L	0	0

O	9050017	WHEELS-DISC FRONT	22.5X12.25" STEEL, 4.75" INSET, HAYES	32	0
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REAR TIRES / WHEELS

O	9342004	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR ENDURANCE WHA	0	0
O	933469	TIRE SIZE & LOAD RANGE - REAR	315/80R22.5L	0	0
O	9140016	WHEELS-DISC REAR	22.5X9.0" STEEL, 6.42" INSET, HAYES	0	240

PAINT

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED --- DPSS-N0007EX --- STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

ADDITIONAL OPTIONS

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
O	899A203	TRANSMISSION WARRANTY	ALLISON 5YR. EXT WARRANTY	0	0
O	899B234	ENGINE WARRANTY	L9 PD1 5YRS/150K MILES EXTENDED WARRANTY PP1 MATRIX 231158	0	0
O	899K223	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	L9 AT3 AFTERTREATMENT 5YRS/150K MILES EXTENDED WARRANTY MATRIX 231546	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0

OTHERS

S	9722022	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
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SUB TOTALS

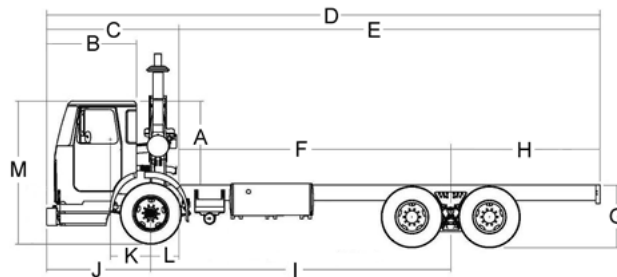
BASE WEIGHT	10,431	6,154
FACTORY OPTION WEIGHT	688	1,053
DISTRIBUTOR OPTION WEIGHT	0	0

TOTALS

TOTAL WEIGHT (LB)	11,119	7,207	18,326
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11/09/2021

Dimensions



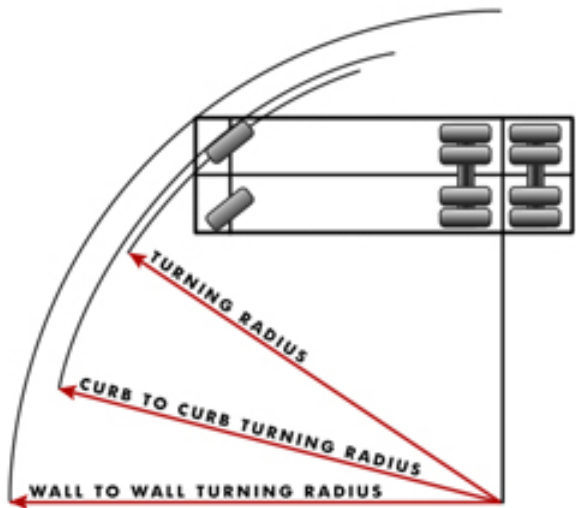
	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	361.00	OVERALL LENGTH
E	266.00	EFFECTIVE CAB TO END OF FRAME
F	186.00	EFFECTIVE CAB TO REAR AXLE
G	43.85	UNLADEN FRAME HEIGHT
H	80.00	OVERHANG
I	210.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	102.85	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 380HP / 2100RPM / 1250 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	315/80R22.5L

11/09/2021

Turning Radius



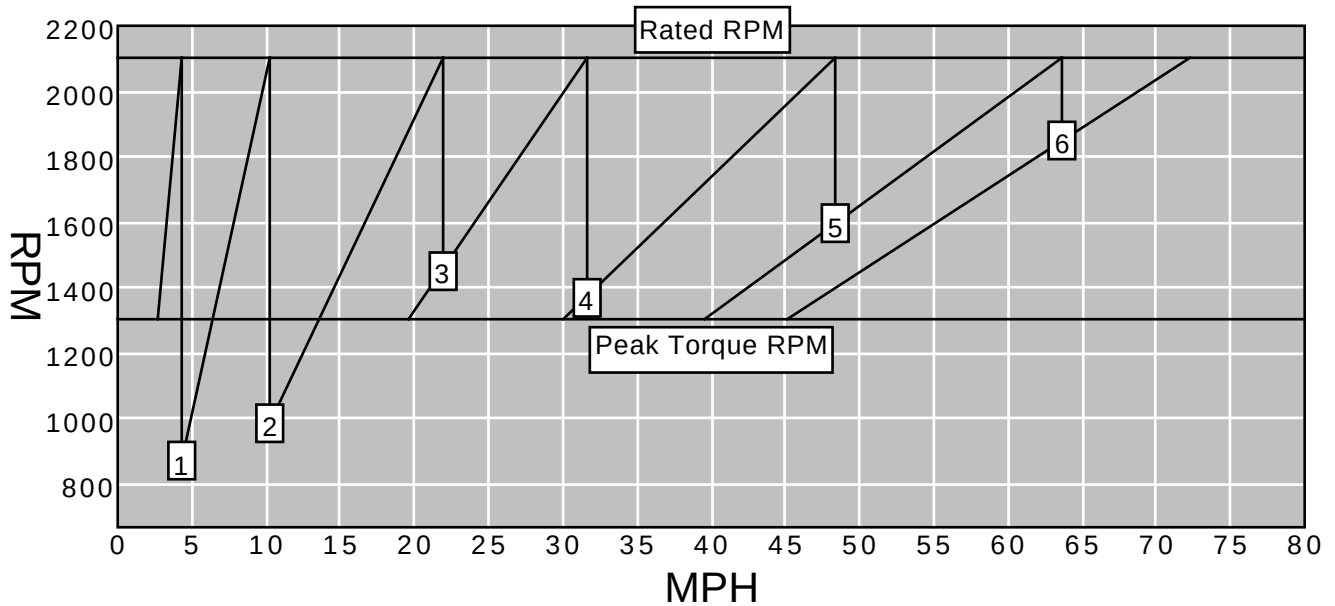
	Dimension(ft)	Description
A	35.37	TURNING RADIUS
B	73.46	CURB TO CURB TURNING DIAMETER
C	78.91	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	L9, 380HP / 2100RPM / 1250 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	315/80R22.5L

11/09/2021

Shift Chart



Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.3	0
1	4.70	5.38	25.3	141.9	10.3	868
2	2.21	5.38	11.9	112.7	21.9	987
3	1.53	5.38	8.2	44.4	31.6	1,453
4	1.00	5.38	5.4	53.0	48.4	1,372
5	0.76	5.38	4.1	31.6	63.7	1,596
6	0.67	5.38	3.6	13.4	72.2	1,851

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 380HP / 2100RPM / 1250 LB-FT, CUMMINS
Rated Power	380 HP @ 2100 RPM
Peak Torque	1250 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	315/80R22.5L
Tire Revolution	484

11/09/2021

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	22,800#	Rear Wheels	72,000#
Front Tire Size And Tread	22,800#	Rear Tire Size And Tread	72,700#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	105.0	Rear PSI	85.0

Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Jason Stone
Florida Kenworth Tampa
6905 E. Dr. Martin Luther King, Jr. Blvd.
Tampa, FL 33619
Via email: Jason.Stone@csmtruck.com
Copy: Jason.Upperco@csmtruck.com

June 14, 2022

Dear Jason,

Southern Sewer Equipment Sales appreciates the opportunity to provide Florida Kenworth with a quote for a New Way Mammoth 40 yard front loading refuse body mounted on your suitable chassis. Please review the attached equipment list.

Price for a New Way Mammoth Refuse Body with

City of Kissimmee Option Package

Total Price: \$132,497.00*

****Pricing based on current market conditions. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. These prices do not include any contract fees. Quote is valid for 30 days.***

The price does include delivery to a Florida location. Anticipated delivery time should be 120-150 days after receipt of chassis. We will provide you with expected New Way production dates and location (Scranton, IA or Booneville, MS) prior to you issuing your PO to Southern Sewer. Please have your chassis shipped to New Way 60 days prior (but not any sooner) to the New Way production date.

Minimum Chassis Requirements:

Clear/Usable 186" CT

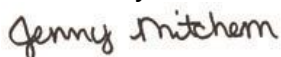
72" After Frame

64,000 lb. GVWR: 20,000 lb. Front Axle, 44,000 lb. Rear Axles

Tires must meet Florida DOT GVWR requirements

Automatic Transmission

Sincerely,



Jenny Mitchem, Office Manager

Doral



Fort Pierce



Orlando

EQUIPMENT LIST

CITY OF KISSIMMEE

June 14, 2022

New Way Mammoth 40 Yard

28 Cubic Yard Body Capacity
12 Cubic Yard Hopper Capacity
Full Eject Dump
Air Joystick Control
Air Over Hydraulic
Front Mount Muncie MLS Gear Pump
Quick Disconnect Port for Pressure Gauge
Auto Lock Tailgate
Curved Shell Body
Sliding Hopper Door
Hopper Side Access Door
Body Side Ladder
Rear Body Sump with Curved Floor
Dual Sump Clean Out Doors
Automatic Packer
Pack on the Go
Rear Vision Camera System, Dual Cameras
Over Height Warning Light
LED Mid-Body Back Up Lights
LED Work Lights: 2 in Hopper, 1 on Canopy
Strobe Light Package, Mounted Upper Tailgate
LED Body Lights
Acrylic Urethane Enamel Single Color Paint
Steel Tool Box 18" x 18" x 24"
20 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty



City of Kissimmee Option Package:

Aluminum Canopy with Air Cylinder Extension
Upgrade to 10,000 lb. Lift Rating Arms including 5" Arm Cylinder and 4" Fork Cylinder
LED Work Lights, Location: Mounted on Canopy Facing the Can
Service Hoist
Container Washout Tank Air, 50 Gallon

Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Jason Stone
Florida Kenworth Tampa
6905 E. Dr. Martin Luther King, Jr. Blvd.
Tampa, FL 33619
Via email: Jason.Stone@csmtruck.com
Copy: Jason.Upperco@csmtruck.com

June 14, 2022

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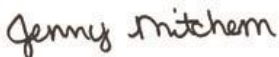
72" After Frame

64,000 lb. GVWR: 20,000 lb. Front Axle, 44,000 lb. Rear Axles

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Automatic Transmission

Sincerely,



Jenny Mitchem, Office Manager

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Fort Pierce



Orlando

EQUIPMENT LIST

CITY OF KISSIMMEE

June 14, 2022

New Way Mammoth 40 Yard

28 Cubic Yard Body Capacity
12 Cubic Yard Hopper Capacity
Full Eject Dump
Air Joystick Control
Air Over Hydraulic
Front Mount Muncie MLS Gear Pump
Quick Disconnect Port for Pressure Gauge
Auto Lock Tailgate
Curved Shell Body
Sliding Hopper Door
Hopper Side Access Door
Body Side Ladder
Rear Body Sump with Curved Floor
Dual Sump Clean Out Doors
Automatic Packer
Pack on the Go
Rear Vision Camera System, Dual Cameras
Over Height Warning Light
LED Mid-Body Back Up Lights
LED Work Lights: 2 in Hopper, 1 on Canopy
Strobe Light Package, Mounted Upper Tailgate
LED Body Lights
Acrylic Urethane Enamel Single Color Paint
Steel Tool Box 18" x 18" x 24"
20 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty



City of Kissimmee Option Package:

Aluminum Canopy with Air Cylinder Extension
Upgrade to 10,000 lb. Lift Rating Arms including 5" Arm Cylinder and 4" Fork Cylinder
LED Work Lights, Location: Mounted on Canopy Facing the Can
Service Hoist
Container Washout Tank Air, 50 Gallon

ITEM 7.E

Purchase of new Solid Waste containers from Rehrig Pacific Company using Omnia Partners Corporate Purchasing Program and sell surplus containers to local vendors.

Request

Approval to purchase new solid waste containers and parts from Rehrig Pacific Company for the duration of the Master Contract on Omnia Partners Corporate Purchasing Program and to sell the City of Kissimmee surplus containers to local vendors.

Explanation

Pursuant to 4.3.1.2 of the City's Purchasing Code, the City may procure goods from bids or proposals through purchasing agreements with US Communities Government Purchasing Alliance, which is a subsidiary of OMNIA Partners. Pursuant to a competitive bidding and selection process, Miami-Dade, Florida, entered into Master Agreement (No. 00254), and corresponding amendments, with Rehrig Pacific Company, which allows other public agencies in need of similar products and services to make purchases through the OMNIA Corporate Purchasing program.

The Solid Waste Division is requesting to use OMNIA's Corporate Purchasing Program pricing offered by Rehrig Pacific Company to purchase parts and 95-gallon garbage, yard waste and recycling containers. This will also include radio frequency identification (RFID) tags and in mold label (IML). The Solid Waste division has been purchasing containers from the Rehrig Pacific Company for over fifteen (15) years and this company has proven to provide exceptional service. We are requesting to use the OMNIA Corporate Purchase program through October 31, 2026, the expiration of the Master Agreement pursuant to Amendment No. 28.

The Solid Waste Division is also requesting to sell surplus containers to local plastic recycling companies providing the best price for plastic commodities. The Solid Waste division regularly swaps old and/or damaged containers to provide better service to customers in the City of Kissimmee. The old and/or damaged containers are stripped down, stacked and stored until they can be sold.

Staff is requesting that the sale proceeds be returned to the Solid Waste Enterprise Fund.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145713-505255		Decrease	\$123,198	\$119,700

Financial Summary:

Sufficient funds to purchase the Rehrig Pacific Company containers and parts are available in the Solid Waste Enterprise Fund.

Recommendation

City of Kissimmee

Staff recommends City Commission approval to purchase new solid waste containers and parts from Rehrig Pacific Company for the duration of the Master Contract on Omnia Partners Corporate Purchasing Program and to sell the City of Kissimmee surplus containers to local vendors.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Omnia's Purchasing Program Master Contract_No._00254
2. Rehrig_ Renewal Amendment No. 28_Nov2021-Oct2026

Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services
Contract No. 00254

THIS AGREEMENT made and entered into as of this 5 day of Oct. 2016 by and between Rehrig Pacific Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 4010 East 26th Street, Los Angeles, CA 90058 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide waste carts, recycling carts, cart parts, bins and related products and services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00254 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 4, 2016, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such waste carts, recycling carts, cart parts, bins and related products and services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00254 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.

- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Rehrig Pacific Company and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 00254 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on date indicated on Page 1 of this agreement and shall continue through the last day of the 60 month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the

Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:
Miami-Dade County
Department of Solid Waste Management
Attn: Deputy Director for Waste Operations
Phone: 305-514-6689

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Rehrig Pacific Company
4010 East 26th Street
Los Angeles, CA 90058
Attention: Mr. Matt Callier
Phone: 407-857-3888
Fax: 407-857-0900
E-mail: mcallier@rehrig.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Payment Schedule (Miami-Dade County), Appendix C, U.S. Communities National Pricing Schedule and Appendix D, National Freight Averages for Participating Public Agencies. The

County or any Participating Public Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County or Participating Public Agency and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule, Appendix C – U.S. Communities National Pricing Schedule for Participating Public Agencies or Appendix D - National Freight Averages for Participating Public Agencies. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County,

shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Solid Waste Management
8801 NW 58th Street
Doral, Florida 33172
Attention: Cart Program Manager
Phone: (305) 514-6336

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the

County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to

the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under

subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Article.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, including but not limited to all data related to customer service requests, (e.g., requests received, processed and returned), and to all cart inventory related data (e.g., carts received, distributed and remaining), which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of the County shall become the property of the County. All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of Contractor shall become the property of Contractor. All rights, title and interest in and to any patents and patent applications on any inventions invented jointly by employees of the County and Contractor shall become the joint property of the County and Contractor.
- c) The County shall have a non-exclusive, royalty-free, perpetual license to use any feature added by Contractor at the specific request by the County to the extent such feature was not already in Contractor's product roadmap or pipeline or development or patent application. Such license to use shall not include access to source code.
- d) Upon expiration of this Agreement, Contractor shall deliver to the County all the data relating to the County's residents and inventory residing in its system(s). Such data shall be provided in a standard electronic unencrypted format, such as CSV, comma delimited flat file or similar, within 14 days of request. If requested by the County, Contractor shall provide a sufficient number of hours of technical assistance to effectuate an adequate transition, as determined by the County, to another system, at the rate of \$150 per hour. After expiration, the County shall have a non-exclusive, royalty-free, perpetual license to use, copy, modify, or publish any printed materials provided by Contractor to County. Such license shall be limited to the benefit of the County and its residents, and shall not extend

to any third party outside the County.

- e) The County acknowledges that no license to any software shall be provided past termination unless otherwise agreed in writing. Contractor is to provide hosted services to the County that are accessible to the County under this Agreement on a subscription-based arrangement and that such access will be suspended at termination unless otherwise agreed in writing.
- f) Contractor acknowledges that the County is not agreeing to hold any information in confidence and that any statement or legend to the contrary shall be void and have no effect.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**

(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**

(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
12. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
13. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
14. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
15. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the County Code)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating

contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion,

fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 42 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE

As permitted under the rule published at 80 FR 54407, the County is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

This notice shall constitute the documentation of this decision as required, and shall be deemed incorporated into the County's internal procurement policies.

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
Rehrig Pacific Company

By: [Signature]

Name: Rajesh J. Luhar

Title: CFO

Date: 8/15/2016

Attest: [Signature]
Corporate Secretary/Notary Public
Buena M. Blackburn, Notary Public
My Commission expires: Sept. 22, 2016

Corporate Seal/Notary Seal

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
Rajesh J. Luhar, who appeared to me upon satisfactory evidence to be the person who appeared before me.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Miami-Dade County

By: [Signature]

Name: Carlos A. Gimenez

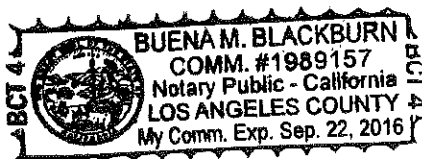
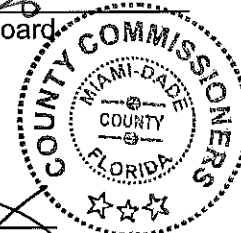
Title: Mayor

Date: 10/4/16

Attest: [Signature]
Clerk of the Board

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney



APPENDIX A – SCOPE OF SERVICES

1.1 BACKGROUND

Miami-Dade County, Florida (County) is registered through U.S. Communities Governmental Purchasing Alliance as a lead public agency. The County, as a lead public agency, conducted a competitive solicitation on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") for a complete line of Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services (herein "Products and Services").

Participating Public Agencies that desire to engage Contractor for all or part of the products and services described in this Agreement shall refer to the Master Intergovernmental refer to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) through U.S. Communities Governmental Purchasing Alliance.

The Contractor shall be responsible for the manufacturing and delivering of waste carts, recycling carts, cart parts, bins and related products and services. In addition, the Contractor shall provide an asset management system that will enable the County to track and manage waste carts, recycling carts, and bins. All products and services provided under this contract are to be a part of a robust turn-key waste and recycling cart solution which will allow the County and Participating Public Agencies to address their respective waste and recycling needs utilizing a single contractor.

2.1 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.2 CART SPECIFICATIONS

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to. The following specifications supersede the standards listed above, where applicable:

- a.) The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
- b.) The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent, thus ensuring maximum protection from the elements.
- c.) The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
- d.) The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
- e.) The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
- f.) The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.

- g.) The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
- h.) The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
- i.) The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
- j.) The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
- k.) The cart lifting section shall be permanently molded into the cart by the manufacturer.
- l.) The carts shall be equipped with a factory installed metal grab bar.
- m.) With the exception of the metal axle, and possibly the metal grab bar, there shall be no other metal attachments, metal framing, or nuts and bolts on cart.

2.3 CART COMPATIBILITY WITH TRUCK LOADING SYSTEM(S)

Carts are required to be compatible with standard truck mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system.

2.4 CART LID AND HANDLE

The cart lid shall be a one-piece construction and be manufactured from the same material and color as the cart body unless otherwise specified by the County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING", at the County's discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open using gravity as the cart is dumped. The lid shall open to a position of 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

The cart lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Users of the cart should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools. Lids will not have a locking device.

Handle attachments must be of durable construction and may be integrally molded or metal.

2.5 CART WHEELS

Each cart shall be furnished with two (2) plastic molded, minimum 1 ¾" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- c) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

The County, at its sole discretion, may opt to request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum 1 ¾ inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- d) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- e) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- f) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

2.6 CART AXLE

Each cart shall be furnished with a 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

2.7 CART MARKINGS

- a) **Manufacturer Information:** Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating and 5) volumetric capacity.
- b) **Standards:** Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."
- c) **Logo:** The County's logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. Decals, stickers or surface paint are not acceptable. In order to maintain consistency with existing cart markings, the County requires the exact, or minimally altered, logo appearance as is currently utilized. Size variations shall not exceed ½ inch in any direction. Final art approval is at the discretion of the County. The logo shall be in the shape of a rectangle and sizes shall be per cart size, as follows:

- i. 95/96 Gallon Cart - 7" H x 11 ¼ W

- ii. 64/65 Gallon Cart - 6" H x 9" W
- iii. 35 Gallon Cart - 3" H x 6" W

The County reserves the right to change the shape and sizes of the logo if deemed necessary.

- d) Required Cart Identification: A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the County logos on either side. The Contractor will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Contractor may offer relevant options for upgraded, alternate methods and/or a method of replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the County. The starting number shall be determined by the County, and updated upon request.
- e) Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up to three languages, to include English, Spanish and Creole, and will be finalized by the County prior to an order being placed. The County shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below as long as it is provided by the County to the Contractor prior to cart production.
 - i. The language for waste carts should be customizable and shall include at least the following:
 - Property of Miami-Dade County
 - For Customer Service Call 311
 - Keep Lid Closed
 - This Side Toward Street
 - No Construction Material
 - No Flammable Material
 - ii. The language for recycling carts should be customizable and shall include at least the following:
 - Property of Miami-Dade County
 - For Customer Service Call 311
 - Keep Lid Closed
 - This Side Toward Street
 - Recyclable Materials Only
- f) Recycled Content Symbol: To comply with Florida State Law relating to identification of recycled plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on all carts or lids. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.8 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT

The Contractor shall provide bar code/serial number labels that may be permanently adhered to existing carts. Labels shall be made of durable plastic, use permanent adhesive and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle

resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.9 RFID LABEL FOR RETROFIT OF EXISTING CARTS

The Contractor shall provide RFID/serial number labels that may be permanently adhered to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.10 COLOR IN MOLD LABELS (OPTIONAL)

At the discretion of the County, the Contractor's cart/recycling bin(s) may be requested to have color in mold labels as an alternative/additional feature to the County's logo, or other identifying information such as the barcode/RFID labels.

2.11 RFID HARDWARE FOR NEW CARTS

The Contractor shall provide embedded RFID tag technologies that allow for the tracking and distribution of the carts purchased by the County. The Contractor shall produce and ship carts and associated containers with the embedded UHF RFID tag that has been pre-configured and programmed at the Contractor's production facility. This is a feature that may be elected by the County and shall be tied to compatible RFID readers integrated into the operating software system that allow for tracking, distribution, and assignment.

At a minimum, the RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

- a) RFID tag must be installed within the cart container body, with no exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique seven (7) digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable.
- b) Contractor is required to establish for the County and maintain a web based software system that allows for an electronic database to be viewed and edited by authorized County personnel. The software system (System), at a minimum, shall provide information as to specific RFID data and associated information for all products and services purchased as a result of this contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. The System should be capable of exporting County data in a flat file upon request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
- c) RFID tag inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.

- d) RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
- e) RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

2.12 RFID TAG READER DEVICE - MINIMUM REQUIREMENTS

The Contractor must supply and maintain hand-held RFID tag readers which are compatible with the RFID tags installed in the carts as specified above. The County prefers that this reader also read existing Bar Codes. The readers should be reasonably lightweight, user-friendly, possess extended battery life, and be ruggedized and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a back-up solution should there be a network problem and retain all data until the network is available.

The Contractor shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, and a case or holster as appropriate to the design of the reader.

The reader device, must include at minimum, a one (1) year warranty. In addition, options for extended warranties to include pricing should be made available by the Contractor. Defective units will be returned to the Contractor for replacement within 30 days. The Contractor shall replace the returned item within ten (10) business days from the date of receipt of the defective reader. The Contractor must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point. etc. as appropriate) for County users at no additional cost.

2.13 CART SPARE PARTS

The Contractor shall make available for purchase: new, and/or post-consumer recycled parts compatible with the carts purchased by the County under this contract. All parts supplied will meet ANSI Standards and manufacturer's specifications and standards for parts currently being distributed on new 35, 64/65, and 95/96 gallon waste carts and recycling carts specified in Section 2.2. Cart Specifications. Original spare parts shall be throughout the ten (10) year warranty period of each cart.

2.14 CART TRAINING COURSE

The Contractor shall provide the County with a one-time training course which will cover detailed cart assembly and repairs within 30 days from the: 1) initial purchase order or, 2) purchase orders of new types of carts/bins. This course must be provided in real-time with an opportunity for questions and answers but may take place virtually. This course will be at no cost to the County.

2.15 RECYCLING BIN SPECIFICATIONS

All recycling bins shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update, or equivalent. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to.

The following specifications supersede the standards listed above where applicable:

- a) The bin shall be made from high density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
- b) The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure of sunlight. An ultraviolet inhibitor shall be added at a minimum of 2%

by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts/bins or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.

- c) The bin shall be new, unused and clean.
- d) The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
- e) The bins shall be rectangular in shape with solid sides as opposed to open grid sides.
- f) The bin material shall have no sharp edges.
- g) The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
- h) The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage for containers.
- i) The County's logo and additional program information shall be inscribed or hot Stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
- j) Recycled Content Symbol: To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.16 COLOR CHOICE(S) FOR CARTS/RECYCLING BINS

The Contractor must provide color catalogs of all possible color options to include standard and special order. Up to eight (8) sample swatches of colors may be requested at no cost to the County. The County reserves the right to change the color of the cart and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period.

2.17 DELIVERY OF CARTS/ RECYCLING BINS

The Contractor shall make deliveries of waste carts, recycling carts, cart parts and bins to the County within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the Contractor shall notify the County within 48 hours from the date of the purchase order. If the County approves, a revised delivery schedule may be established.

The Contractor shall furnish the following per order at the time of order delivery, at no cost to the County:

- a) Ten (10) instruction manuals for each cart/recycling bin size or type.
- b) One (1) digital instruction manual for each cart/recycling bin size or type.
- c) Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type.
- d) One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin.

2.18 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Contractor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- a) purchase order number
- b) date of order
- c) a complete listing of items being delivered
- d) range of serial numbers of carts being delivered, and
- e) back-ordered quantities and estimated delivery of back-orders, if applicable.

2.19 CART/RECYCLING BIN WARRANTY REQUIREMENTS

2.19.1 Cart Warranty

The Contractor shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective carts/ parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

2.19.2 Recycling Bin Warranty

The contractor shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the date of acceptance of the product. Warrantable bins delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the Contractor proposer shall replace defective bins/parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a) Failure of the lid to prevent rainwater from entering the cart when in the closed position.
- b) Damage to the cart body, lid or any component parts through opening or closing the lid.
- c) Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- d) Failure of the body and lid to maintain their original shape.
- e) Damage or cracking of the cart body through normal operating conditions.
- f) Failure of the wheels to provide continuous easy mobility as originally designed.
- g) Failure of any part to conform to standards as specified herein.
- h) Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.
- i) Failure of barcode/RFID tag to be read by the appropriate device.

2.19.3 Replacement

Any cart/recycling bin or component parts that does not conform to the technical requirements, as deemed by the County, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the Contractor, at no cost to the County.

2.19.4 Cart Replacement Parts

The Contractor shall provide to the County all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the Contractor is unable to provide the County with any replacement part for a period longer than forty-five (45) calendar days, the Contractor shall be liable for providing new replacement carts. For each unavailable cart part requested by the County, the Contractor's maximum liability shall not exceed the cost of a new, replacement cart delivered to the County.

The specialized tool sets required for cart repairs shall be replaced at no cost to the County, as requested by the County. The County shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

2.19.5 Responsibility for damage or loss

The Contractor shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by the County. To the extent that the cart/recycling bin conforms to the contract requirements, the Contractor shall not be responsible for damage or loss due to fire.

2.19.6 Claim Procedures

The County may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/ recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins), but repairable, the County may elect to install replacement parts such as wheels, grab bars and lids. This action will in no way waive the warranty requirement of the carts/recycling bins. All carts that are identified as not repairable, as determined by the County, and are warrantable Carts/Recycling Bins, shall be replaced as discussed in section 2.19.3.

In the event that a Warrantable cart/recycling bin or component part is identified by the County as requiring complete replacement, then the County shall retain the warrantable cart/recycling bin or component part and promptly notify the Contractor in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the Contractor shall honor the warranty claim by delivering a replacement cart to the County. If the Contractor contests the warranty claim, notice must be submitted in writing to the County's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The Contractor may visually inspect the warrantable cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The Contractor may, upon its inspection of damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The burden of proof when contesting warranty claims shall be placed solely on the Contractor. Such proof shall be in writing with specific details as to the exact cause of the defect. The County will consider the details of the Contractor's contested item.

In the event of a contested warranty claim, the County and the Contractor shall use their best efforts to mutually resolve the disagreement. In the event that the County and the Contractor cannot resolve their disagreement within forty five (45) calendar days, the County's determination shall be final.

2.20 PRODUCT RETURNS

The County may elect to return to the Contractor any unused item within sixty (60) business days of receipt and acceptance of that item by the County if the item is determined to be defective by the County. Items will be returned with all original documentation. The Contractor must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the Contractor.

2.21 CART/RECYCLING BIN BUY BACK PROGRAM

The Contractor, at its sole discretion, may participate in the County's competitive bidding process to purchase the County's non-warrantable cart/recycling bins, when the County offers such for sale. The terms and conditions of the County issued competitive solicitation shall govern that process and subsequent sale agreement.

2.22 REQUIRED ASSET MANAGEMENT SOLUTION TO INCLUDE SOFTWARE AND HARDWARE

Waste and recycling carts shall be provided with automated software capable of inventory management up to and including final disposition, work order processing, and reporting. The data within the software shall be made available to the County no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point or additional formats) must be provided to County at no cost. The Contractor's software shall at a minimum perform the functions listed below.

2.22.1 Software: Asset Management Program and Work Order Solution

The software shall:

- a) Be offered as a web based, hosted solution by the Selected Proposer and not require any additional installation on end user equipment; only a browser and internet connection are needed for access.
- b) Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year.
- c) Include technical support at no additional cost from 7am to 6pm, Eastern Standard Time, Monday through Friday.
- d) Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles.
- e) Provide inventory management capabilities to include progress tracking of container shipments.
- f) Transmit in real time service requests, modified service requests, replacement requests and repair work orders.
- g) Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the County's current Waste Collection System (WCS).
- h) Maintain the database for the purpose of identifying and managing carts inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, purchase order no., delivery date and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace).
- i) Have the capability to add newly delivered carts (and their various characteristics) coming from the Contractor to the inventory (database) via scanning of the bar code with a handheld device at the time of delivery (e.g., as a load is delivered, staff scans each cart

delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database.

- j) Provide the capability of adding information regarding carts to be shipped to the system. This information must remain in a pending file until the agency "releases" each cart into regular status upon verification that the actual shipment matches the file listing.
- k) Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry); all such additions to be identifiable by date & time-stamp and user performing the scan.
- l) Provide ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions.
- m) Provide ability to pre-program and send "alerts" to designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must have the ability to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.
- n) Provide standard software upgrades/updates at no additional cost to the County throughout the contract period.

2.22.2 Miami-Dade County Interface Requirements

The Contractor shall configure and develop the following interfaces for the County:

- a) An interface capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and also permit manual entry of service requests as needed.
- b) An interface that is able to accept work orders/service requests for service work related to carts, (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real time using web services.
- c) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.
- d) An interface capable of receiving service requests from a routing application via a standard routing interface (e.g. CSV, comma delimited text, web services, DB scripts, access or ESRI shape file).
- e) An interface capable of allowing for all results of work order requests to be "returned" to other systems (e.g., WCS, 311, etc.) via a Standard format API (Application Programming Interface).
- f) An interface that is be able to return information regarding the status of work orders/service requests to the WCS, again preferably in real time using web services.
- g) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (of replacement unit if applicable) and the date and time of the request completion.
- h) An interface capable of work order processing and provide for the geographical grouping of repair requests to the various County repair crews (into the zones or groups of garbage routes which a given cart crew will service).

- i) An interface capable of providing data in a file format of the service requests that will be suitable for possible future use with a routing software.
- j) An interface that provides each zone's or cart crew's daily list of addresses to be serviced, available to the specific handheld device of that crew.
- k) Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable).
- l) An interface that allows for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome.

2.22.3 Data Reporting Tool Requirements

- a) Proposed solution will provide the ability to generate reports including pre-programmed/automatically generated (and emailed) reports on a daily, weekly or monthly basis.
- b) Proposed solution will be capable of producing reports on a customized ad hoc basis.
- c) Proposed solution will provide capability to provide reports in various file formats for export to include at least PDF, Excel and Text File.
- d) Proposed solution will have the ability to provide a dashboard style of data presentation in real time for both inventory and work order data sets.

2.22.4 Interim Processing

Due to the fact that a new Waste Collection System (WCS) is currently in development, and may not be completed and implemented in advance of the delivery of the proposed interface solution, it may be necessary for the proposed interface solution to provide temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed interface solution being returned to the WCS.

2.22.5 Technical Support

For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- i. Level A: System does not work.
- ii. Level B: System works with limited functions.
- iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- i. Level A: Response within the two hours of notification (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- ii. Level B: Response within twenty-four hours or less (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- iii. Level C: Response within the next working (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).

PRICING COMMITMENT

By execution of this contract, Contractor represents to the County that the pricing offered is the lowest overall available pricing (net to purchaser) for items similar in purchase volume, annual volume, transportation costs, material cost and associated timing, similar container color and services on products and services that it offers to public agencies

CART/RECYCLING BIN PRICE ADJUSTMENTS:

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

AMENDMENT NO. 28

TO: Miami-Dade County, Department of Solid Waste Management
Rehrig Pacific Company
U.S. Communities Purchasing Alliance
Participating Public Agencies

FROM: Alonzo Joseph
Procurement Contracting Officer III

Contract Number: RFP-00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related
Products and Services

This Amendment No. 28 is and does become a part of the above referenced contract:

In accordance with Article 5. CONTRACT TERM of the subject contract, the County has chosen to exercise its option to renew this contract for a period of five (5) additional years. The option to renew five (5) year period will start November 1, 2021 and expire on October 31, 2026.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.

ITEM 7.F**Purchase of Nord Easy System containers from Underground Refuse Systems for solid waste commercial collection services within Downtown Kissimmee****Request**

Approval to purchase NORD Easy System containers from Underground Refuse Systems for solid waste commercial collection services within Downtown Kissimmee for the total amount of \$110,208.

Explanation

The Solid Waste Division is requesting to purchase thirty-six (36) Nord Easy System containers from Underground Refuse Systems for the total amount of \$110,208 using proceeds from the Series 2022A Capital Improvement Refunding Revenue Bonds.

These containers are being purchased as part of the approved transition plan to expand commercial solid waste collection services in the downtown area. This will be a sole source purchase as these containers are unique to our current commercial collection system.

30 - 5 cubic yard above ground containers @ \$3,136 each =	\$94,080
3 - 4 cubic yard above ground containers @ \$2,800 each =	\$8,400
3 - 3 cubic yard above ground containers @ \$2,576 each =	\$7,728
	\$110,208

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35945716-506494	SA2203-359-506494		\$3,800,000	\$110,208

Financial Summary:

Proceeds from the Series 2022A Capital Improvement Refunding Revenue Bond will be used to purchase this equipment.

Recommendation

Staff recommends City Commission approval to purchase NORD Easy System containers from Underground Refuse Systems for solid waste commercial collection services within Downtown Kissimmee in the amount of \$110,208.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Underground Refuse System Quote_ July 2022



22 West Monument Ave. - Suite 7 - Kissimmee, FL 34741
(407) 944-9000

July 11, 2022

Kissimmee Sanitation Department container price quote:

30 five cubic yard above ground unassembled containers @ \$3136.00 each =
\$94,080.0

3 four cubic yard above ground unassembled containers @ \$2800.00 each =
\$8,400.00

3 three cubic yard above ground unassembled containers @ \$2576.00 each =
\$7728.00

**This pricing reflects an increase of 12% over the pricing listed on "EXHIBIT A-SCOPE OF SERVICES" (on page 12 of 13). From original agreement between City of Kissimmee and Underground Refuse Systems dated July 11, 2016. Going forward on all new equipment orders listed on the "EXHIBIT A-SCOPE OF SERVICES" will be at that original listed price plus a 12% increase.

This 12% increase is reflective of CPI increases of 3% in 2021 & 9% for 2022 added together.

Total Quote for these units in these quantities is:

\$110,208.00

ITEM 7.G

Budget Adjustment in the State Housing Initiatives Partnership (SHIP) Fund

Request

Accept additional State Housing Initiatives Partnership (SHIP) program funds from the Florida Housing Finance Corporation in the amount of \$15,969 and amend the budget accordingly.

Explanation

The Florida Housing Finance Corporation, which is the funding agency for the SHIP program, is ready to reallocate SHIP funds for 2021-2022 to eligible jurisdictions. These additional revenues come from unallocated disaster funding. As a result, the City is scheduled to receive an additional \$15,969. These funds are to be considered as regular SHIP funds for 2021-2022 and all SHIP regulations shall apply. The funds will be transferred to the Other Contractual Services account to pay for the completion of a single family owner-occupied rehabilitation project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11200335 - 335500	11221	Increase	\$15,969	

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Staff recommends accepting additional State Housing Initiatives Partnership (SHIP) program funds from the Florida Housing Finance Corporation in the amount of \$15,969 and amending the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. 2021-2022 SHIP_Additional Funds

SHIP 2021-2022

Payment #4

Total disbursement: \$ 4,362,841

Local Government	County Share/ City Share
ALACHUA	27,105
Gainesville	26,825
BAKER	-
BAY	24,219
Panama City	5,976
BRADFORD	-
BREVARD	74,781
Cocoa	4,310
Melbourne	18,796
Palm Bay	26,404
Titusville	10,837
BROWARD	78,420
Coconut Creek	13,296
Coral Springs	29,259
Davie	23,792
Deerfield Beach	18,150
Ft. Lauderdale	42,860
Hollywood	34,376
Lauderhill	16,401
Margate	13,427
Miramar	31,446
Pembroke Pines	38,224
Plantation	20,555
Pompano Beach	25,585
Sunrise	21,342
Tamarac	14,957
Weston	15,264
CALHOUN	-
CHARLOTTE	29,755
Punta Gorda	3,625
CITRUS	32,124
CLAY	41,190
COLLIER	77,277
Naples	4,446
COLUMBIA	16,931
DE SOTO	-
DIXIE	-
DUVAL	210,620
ESCAMBIA	61,758
Pensacola	12,775
FLAGLER	5,957
Palm Coast	21,533

Local Government	County Share/ City Share
FRANKLIN	-
GADSDEN	4,049
GILCHRIST	-
GLADES	-
GULF	-
HAMILTON	-
HARDEE	-
HENDRY	-
HERNANDO	46,469
HIGHLANDS	25,482
HILLSBOROUGH	243,276
Tampa	88,028
HOLMES	-
INDIAN RIVER	26,573
JACKSON	4,049
JEFFERSON	-
LAFAYETTE	-
LAKE	84,960
LEE	106,775
Cape Coral	42,506
Ft. Myers	21,014
LEON	20,456
Tallahassee	40,280
LEVY	-
LIBERTY	-
MADISON	-
MANATEE	72,307
Bradenton	12,470
MARION	70,754
Ocala	14,338
MARTIN	27,010
MIAMI-DADE	274,809
Hialeah	36,204
Miami	75,145
Miami Beach	14,191
Miami Gardens	17,269
North Miami	9,831
MONROE	18,676
NASSAU	13,388
OKALOOSA	36,928
Ft. Walton Beach	4,254
OKEECHOBEE	-

Local Government	County Share/ City Share
ORANGE	248,772
Orlando	66,608
OSCEOLA	55,008
Kissimmee	15,969
St Cloud	10,746
PALM BEACH	248,225
Boca Raton	21,303
Boynton Beach	17,561
Delray Beach	15,033
West Palm Beach	26,129
PASCO	119,639
PINELLAS	109,496
Clearwater	25,305
Largo	18,130
St. Petersburg	58,124
POLK	119,902
Lakeland	23,446
Winter Haven	10,097
PUTNAM	9,504
ST. JOHNS	51,313
ST. LUCIE	15,322
Ft. Pierce	9,098
Port St. Lucie	41,509
SANTA ROSA	32,812
SARASOTA	81,891
Sarasota	12,399
SEMINOLE	103,714
SUMTER	33,860
SUWANNEE	-
TAYLOR	-
UNION	-
VOLUSIA	85,505
Daytona Beach	15,486
Deltona	20,656
WAKULLA	-
WALTON	14,190
WASHINGTON	-

ITEM 7.H

Acceptance of Funds from the School District of Osceola for the Dream Builders Summer Camp Program

Request

Approval to accept funds from the School District of Osceola County in the amount of \$19,985 for the 2022 Dream Builders Summer Camp Program helping homeless children in Kissimmee.

Explanation

The Parks & Recreation Department has received funds from the School District of Osceola County in the amount of \$19,985 to allow approximately 25 students to attend the Dream Builders Summer Camp Program free of charge. These children, identified as homeless by the School District Family in Transition Program, will receive a voucher to attend all seven weeks of Camp Discovery or Teen Extreme at no cost to the family. While at camp, the children will receive supervision by well-trained staff Monday through Friday from 7am to 6pm, as well as peer interaction, enriching activities, field trips and two meals a day.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100199-199009		Increase		\$19,985

Financial Summary:

The monies received from the School District will be deposited in the above-referenced clearing account. Each week, monies will be moved from the clearing account to the Parks and Recreation revenue account for Youth Programs (00100347-347233) based upon the number of children participating in the Dream Builders program during that week through RecTrac.

Recommendation

Staff recommends approval to accept funds from the School District of Osceola County in the amount of \$19,985 to support the 2022 Dream Builders Summer Program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):

City of Kissimmee

None

ITEM 7.I**Purchase of dumpster containers using the Sourcewell Cooperative Purchasing Program for solid waste commercial collection services****Request**

Approval to purchase dumpster containers from Wastequip using the Sourcewell Cooperative Purchasing Program for solid waste commercial collection services.

Explanation

The Solid Waste Division is requesting to purchase a shipment of commercial dumpster containers using proceeds from the Series 2022A Capital Improvement Refunding Revenue Bonds. This purchase will be made from Wastequip through the Sourcewell Cooperative Purchasing Program for the amount of \$1,172,639.

These containers are being purchased as part of the Division's expansion into commercial solid waste collection services within the city limits.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35945716-506494	SA2203-359-506494		\$3,800,000	\$1,172,639

Financial Summary:

Proceeds from the Series 2022A Capital Improvement Refunding Revenue Bond will be used to purchase this equipment.

Recommendation

Staff recommends City Commission approval to purchase commercial dumpster containers from Wastequip through the Sourcewell Cooperative Purchasing Program.

REQUESTED CITY COMMISSION ACTION:

Approve

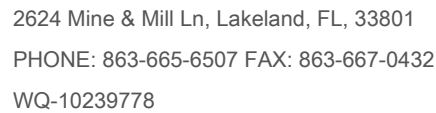
Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Dumpster Quote_Mixed FEL's_V1_072022

City of Kissimmee

2. Sourcewell Wastequip Contract No. 040621_Exp June 2025



Contact Name	Jody Kirkendall	Ship To Name	City of Kissimmee
Bill To Name	City of Kissimmee	Ship To	320 E Monument Ave
Bill To	320 E Monument Ave Kissimmee, FL 34741-5755 USA		Kissimmee, FL 34741-5755 USA
Email	jody.kirkendall@kissimmee.gov		
Phone	(407) 518-2507		
Mobile	(407) 201-9241		

Salesperson	Ernie Castro	Created Date	7/7/2022
Salesperson Email	ecastro@wastequip.com	Expiration Date	8/6/2022
Salesperson Phone	(352) 250-4669	Quote Number	WQ-10239778
		Please Reference Quote Number on all Purchase Orders	

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Container - FL - 125541	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	166 - Basic 10 - Basic w/Casters 27 - w/ gravity lock bar	Color: TBD-Standard Color	203.00	\$678.00	\$137,634.00
Container - FL - 125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	228 - Basic 10 - Basic w/Casters 30 - w/Gravity lock bar	Color: TBD-Standard Color	268.00	\$926.00	\$248,168.00
Containers - FL - CAS005	Casters - (4) 6" Phenolic Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed			20.00	\$84.00	\$1,680.00
Container - FL - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	168 – Basic 17 – w/Gravity lock bar	Color: TBD-Standard Color	185.00	\$1,190.00	\$220,150.00
Container - FL - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	322 – Basic 35 – w/Gravity lock bar		357.00	\$1,420.00	\$506,940.00
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2624 Mine & Mill Ln, Lakeland, FL, 33801
PHONE: 863-665-6507 FAX: 863-667-0432
WQ-10239778

Sourcewell 

Awarded Contract

Contract # 040621-WQI

Containers - FL - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed	(10) Lock Bar kits shipped separately		119.00	\$85.00	\$10,115.00
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Payment Terms	Net 30 Days if credit has been established	Subtotal	\$1,124,687.00
Shipping Terms	FOB Origin	Shipping	\$47,952.00
		Tax	\$0.00
		Grand Total	\$1,172,639.00

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

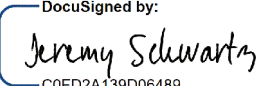
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

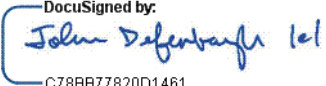
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Wastequip Manufacturing Company LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:

By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC

Does your company conduct business under any other name? If yes, please state: Wastequip LLC

Address: 841 Meacham Road
Bid Location
Statesville, NC 28677

Contact: Marya Jenkins

Email: mjenkins@wastequip.com

Phone: 800-424-0422 09587

Fax: 800-424-0422

HST#: 223191624

Submission Details

Created On: Thursday February 18, 2021 14:24:47

Submitted On: Tuesday April 06, 2021 11:17:52

Submitted By: Marya Jenkins

Email: mjenkins@wastequip.com

Transaction #: 7520c546-beb0-4e2b-9423-af6d89d3f024

Submitter's IP Address: 65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211
3	Proposer website address:	www.wastequip.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America. With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service. Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcwell contract, our products and services by offering total product purchase solutions using our Sourcwell contract and teaming with other Awarded Sourcwell Vendors. 2. Continue to promote Sourcwell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcwell and how to utilize our Sourcwell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following: Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR) Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.
24	Dealer network or other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. 1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs. 2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US. 3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
25	Service force.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date. At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo: Commitment: • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly Support: • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces. Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following: 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
37	Describe any technological advances that your proposed products or services offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly. As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities. • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We’re continuously innovating our products. Recently, we’ve been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers. While Wastequip does not possess certification as a disadvantaged business, we do seek to employ and do business with disadvantaged businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business. As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following: 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line. 3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products. 4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	Product Return Policy a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control. b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages. c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip. d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return. e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable. f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price. g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission. Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R. to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. 1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	1. Wastequip Steel Container product offering consist of the following: - Environmental Containers - Front Load Containers - Other Large Containers - Other Small Containers - Rear Load Containers - Receiver Containers - Roll Off Containers (Rectangle and Tub) - Scrap Bins - Self Dumping Hoppers - Side Load Containers - Container Factory Options 2. Confab Steel Container product offering consist of the following: - Front Load Containers - Other Large Containers - Other Small Containers - Rear Load Containers - Receiver Containers - Roll Off Containers (Rectangle and Tub) - Self Dumping Hoppers - Side Load Containers - Container Factory Options 3. Wastequip Compaction product offering consist of the following: - Stationary Compactors - Pre-Crusher Compactors - Self-Contained Compactors - Apartment Compactors - Pak-Man Compactors - Accu-Pak Compactors - Vertical Balers - Container Lifters - Compaction Factory Options 4. Galbreath Mobile product offering consist of the following: - Cable Hoists - Hook Hoists - Container Delivery Units - Trail Hoist Trailers - Pup Trailers - Roll Off Trailers - Tarps - Mobile Factory Options 5. Amrep Mobile product offering consist of the following: - Cable Hoists - Chain Hoists - Pup Trailers - Transfer/Pull Trailers - Tarps - Mobile Factory Options Additional product information can be found by visiting our website at www.wastequip.com
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	☒ Yes ☐ No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	☐ Yes ☒ No	No Bid	*
68	Hook and hoist dumpster loaders	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	☒ Yes ☐ No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☒	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☒	1

ITEM 8.A

Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2021

Request

This request is for Commission acceptance of the Annual Comprehensive Financial Report for the year ended September 30, 2021.

Explanation

Annual Comprehensive Financial Reports for the year ended September 30, 2021 were issued at the end of June for the City of Kissimmee, the Vine Street Community Redevelopment Agency and the Downtown Community Redevelopment Agency. The City's external auditors, Purvis Gray & Company, LLP, have given the City an unmodified opinion which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the City and the results of its operations.

Purvis Gray & Company, LLP, will be present to answer any questions the Commission may have about the audited financial statements or the required communication letter.

Department: Finance

Presenter: Tavia Conner

Attachment(s):

1. 2021 kissimmee
2. 2021 kissimmee vine street community redevelopment agency
3. 2021 kissimmee community redevelopment agency

CITY OF KISSIMMEE, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Year Ended September 30, 2021



Prepared by Department of Finance

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CITY OF KISSIMMEE, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
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The City of Kissimmee, Florida
City Officials
As of September 30, 2021

Elected Officials

Mayor/Commissioner.....	Olga Gonzalez
Commissioner/Vice Mayor.....	Felix Ortiz
Commissioner/Mayor Pro Tem.....	Jim Fisher
Commissioner.....	Carlos Alvarez III
Commissioner.....	Olga Castano

Financial Related Management

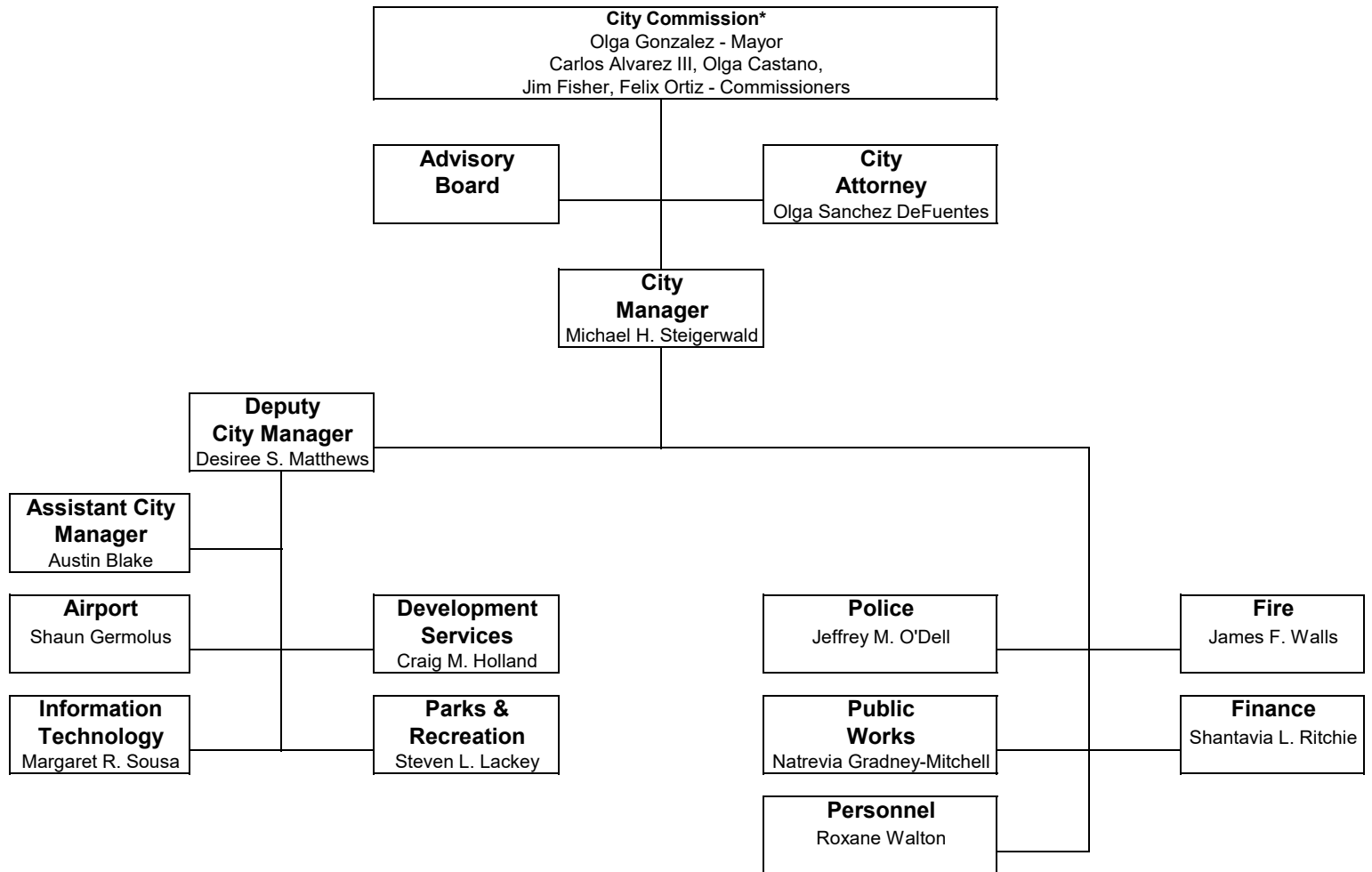
City Manager.....	Michael H. Steigerwald
Deputy City Manager.....	Desiree S. Matthews
Finance Director.....	Shantavia L. Ritchie
Assistant Finance Director.....	Sandra N. Pereira

Other Departmental Officials

Airport Director.....	Shaun Germolus
City Attorney.....	Olga Sanchez DeFuentes
Development Services Director.....	Craig M. Holland
Fire Chief.....	James F. Walls
Information Technology Director.....	Margaret R. Sousa
Parks & Recreation Director.....	Steven L. Lackey
Personnel & Risk Management Director.....	Roxane Walton
Police Chief.....	Jeffrey M. O'Dell
Public Works & Engineering Director.....	Natrevia Gradney-Mitchell

CITY OF KISSIMMEE

ORGANIZATION CHART



* The City Commission is composed of representatives elected by the citizens of the City of Kissimmee.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Kissimmee
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

June 17, 2022

The Honorable Mayor and
Members of the City Commission
City of Kissimmee, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the comprehensive annual financial report of the City of Kissimmee, Florida for the fiscal year ended September 30, 2021.

This report consists of management's representations concerning the finances of the City of Kissimmee. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, the management of the City of Kissimmee has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Kissimmee's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Kissimmee's framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Kissimmee's financial statements have been audited by Purvis, Gray and Company, LLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Kissimmee for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amount and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Kissimmee's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Kissimmee was performed in conjunction with a federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Kissimmee's MD&A can be found immediately following the report of the independent auditors.



vii

THE CITY

The City of Kissimmee (the "City"), near the geographic center of Florida, is the county seat of Osceola County. Of Florida's 67 counties, Osceola is the State's sixth largest in geographical size, with a land area of 1,506 square miles. There are approximately 21.9 square miles within the corporate limits of the City. The 2020 U.S. Census reported 79,226 people living within the City. The current State population estimate for the City is 80,999.

The City has a commission/manager form of government, with a Mayor-Commissioner and four other Commissioners who are elected at large for four-year staggered terms. Elections are held on the Tuesday, nine (9) weeks prior to the State of Florida General Elections. The City employs a full-time manager who is the chief executive and administrative officer of the City.

The City provides a full range of municipal services, including police, fire, public works, community development and housing services, public improvements, planning, economic development, zoning, recreational services and general administrative services. The City also provides garbage and trash collection and operates a municipal airport, stormwater utility as well as a charter school.

ACCOUNTING SYSTEM, INTERNAL ACCOUNTING CONTROLS, AND BUDGETARY CONTROL

The City's accounting records for General, Special Revenue, Debt Service, and Capital Projects Funds are maintained on a modified accrual basis. Revenues are recognized when they become measurable and available, while expenditures are recorded at the time the related fund liabilities are incurred. Accounting records for Enterprise, Internal Service and Pension Trust Funds are maintained on a full accrual basis.

In designing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding:

1. The safeguarding of assets against loss from unauthorized use or disposition; and
2. The reliability of financial records for preparing financial statements and maintaining accountability for assets.

The concept of reasonable assurance recognizes that:

1. The cost of a control should not exceed the benefits likely to be derived; and
2. The evaluation of cost and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The Director of Finance maintains budgetary control, in conformance with the City Charter and Florida Statutes, through constant review. Budgetary responsibility for the General, Special Revenue, Debt Service, Capital Projects and Enterprise Funds is established at the sub-object of expenditure level. The City Manager is authorized to approve transfers between non-salary sub-object line items within departments; however, transfers from salary line items, transfers between departments and changes in total budget appropriations for a fund must have prior approval of the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Interim financial reports are provided for internal use.



viii

THE REPORTING ENTITY AND ITS SERVICES

The funds and entities related to the City, included in the Comprehensive Annual Financial Report, are controlled by or dependent on the City. Determination of “controlled by or dependent on” is based on criteria and disclosure requirements of Governmental Accounting Standards Board Statement Number 14 *Defining the Reporting Entity*. The criteria deal with the selection of governing authority, designation of management, and ability to significantly influence operations and accountability for fiscal matters. Based on these criteria, the various funds shown in the Table of Contents are included in this report. This report, together with the accounting and budgeting systems, have been designed to conform to the standards set forth by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. Fund structure has also been designed to comply with the legal requirements of the various revenue bond covenants and resolutions.

ECONOMIC CONDITION AND OUTLOOK

The City is primarily residential in character but also serves as a regional retail and commercial center. It derives a substantial portion of its economic activity from its proximity to Walt Disney World, its medical district which is the third largest in central Florida, its rapidly expanding airport and its position as the County seat.

The City's Medical District has seen over \$150 million invested by HCA FL – Osceola Hospital and over \$120 million by Advent Health – Kissimmee. Over \$200 Million has been invested by Osceola County and local groups towards infrastructure at the NeoCity project site that will provide a state-of-the-art advanced manufacturing research and development center for the nano sensor industry. This 500-acre technology and research district currently contains The Center for NeoVation, a 90,000 square foot semiconductor facility, a 100,000 square foot Class A office facility and NeoCity Academy, a STEM focused public magnet high school engaged in project-based learning recognized as one of the top high schools in the country. The center is expected to have a positive impact on the State of Florida's economy and presents significant opportunities for Kissimmee's future.

There are more than 50 attractions easily accessible from the Kissimmee Resort area. In addition to Walt Disney World, located approximately 7 miles west of the City, some of the tourist attractions near the City include Sea World, Gatorland Zoo, Reptile World Serpentarium, Medieval Times, and Kennedy Space Center. Special events that take place in the City each year are the Silver Spurs Rodeo, RAM National Rodeo, the festival series at Lakefront Park, and the Mecum Auto Auction.

The City's comprehensive plan, including a five-year capital growth program, has been developed to establish goals, objectives and policies for effective and realistic growth management. This plan is reviewed annually and revised as necessary. Management is committed and prepared to implement proactive alternatives that will insure the City's economic viability. The City will continue to budget and manage all resources in the most cost-effective manner. The City will maintain strict due-diligence measures and aggressively seek out opportunities to reduce or maintain expenditures on operations to within budgetary limits in order to develop and maintain the community's infrastructure and to enhance City services.

LONG-TERM FINANCIAL PLANNING

The City prepares a rolling five-year capital budget each year. During this process, revenues and expenditures for key operating funds, such as General Fund, Local Option Sales Tax, Local Option Gas Tax, Stormwater, Sanitation and Airport funds, are analyzed to ensure the financial sustainability of each fund over the long term.



With regard to the General Fund and Enterprise Funds, the goal is to ensure that a minimum reserve of 20% will be maintained at the end of each five-year period. This exercise allows the City to plan for major capital expenditures. Therefore, during the fiscal year 2019-2020 capital budget process, various projects for continued road and road related improvements, technology improvements, drainage projects, airport enhancements, parks and park land projects, and various pieces of heavy equipment were planned. The total projected cost for capital improvements identified in the 2021-2025 capital improvement plan totaled \$101,463,270.

MAJOR INITIATIVES

The City continues to make progress on the Shingle Creek Regional Trail. Progress was also made on its road improvement plan, stormwater improvement projects, the Quiet Zone project and various grant funded projects. The municipally owned airport continued to embark on several improvement projects this past year as well. In fiscal year 2021, the City completed Church Street improvements including parking. The implementation of a City-wide ERP conversion was also completed. In addition to the myriad of capital projects that the City worked on during FY 2021, a tremendous amount of effort was focused on the City's response to the global pandemic. Since many City residents were negatively impacted by the pandemic, the City received and administered grant monies focused on assisting residents with rental/mortgage assistance as a result of the significant job loss experienced in the Kissimmee community.

FUND BALANCE

The City has established a fund balance policy in accordance with GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions". The purpose of the fund balance policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

REVELANT FINANCIAL POLICIES

The City has adopted a comprehensive set of financial policies. In accordance with Government Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions, the City now includes in the government-wide statements and proprietary fund statements its proportionate share of the net pension liability of the cost-sharing and single employer pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing and single employer pension plan's fiduciary net position. See note 8 to the financial statements for more information. In addition, the City previously implemented GASB 75 – Accounting and Financial Reporting Postemployment Benefits Other than Pensions. This standard replaced GASB 45 and moves the accounting for other postemployment benefits to the balance sheet and income statement rather than being in the notes to the financial statements.

FIDUCIARY OPERATIONS

The City has fiduciary responsibility for the self-directed deferred compensation plan that allows employees to defer a portion of salary for future years. The City also has separate Pension Trust Funds for General Employees, Police Officers and Firefighters.



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These Funds were created to account for the accumulation of resources to be used for the retirement annuities of all City employees. The City continues to contribute to these funds in accordance with City Commission established criteria that includes annual independent actuarial analyses.

STATUTORY REQUIREMENTS – INDEPENDENT AUDIT

Florida Statutes require the City's financial statements to be subjected to an annual examination by an independent Certified Public Accountant. Those provisions have been satisfied and the opinion of the independent accountant is included.

CERTIFICATE OF ACHIEVEMENT PROGRAM

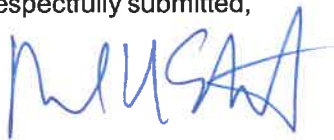
The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Kissimmee, Florida for its comprehensive annual financial report for the fiscal year ended September 30, 2020. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the City's current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

ACKNOWLEDGEMENTS

The presentation of this report could not have been accomplished without the efficient and dedicated service of the Finance Department. We would like to express our appreciation to all members of the department who assisted and contributed to its preparation. We would also like to thank the Commissioners for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Mike Steigerwald
City Manager



Tavia Ritchie, CPA
Finance Director



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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

CERTIFIED PUBLIC ACCOUNTANTS

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An Independent Member of the BDO Alliance USA

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information as listed in the table of contents (collectively, the required supplementary information) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual non-major funds and internal service funds financial statements and other schedules, budgetary comparison schedules, schedule of expenditures of federal awards and state projects, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards and state projects is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, *Rules of the Auditor General*, and is also not a required part of the basic financial statements.

The combining and individual non-major fund and internal service funds financial statements, budgetary comparison schedules, and the schedule of expenditures of federal awards and state projects are the responsibility of management and were derived from, and relate directly to, the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund and internal service funds financial statements, budgetary comparison schedules, and the schedule of expenditures of federal awards and state projects are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 17, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



June 17, 2022
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

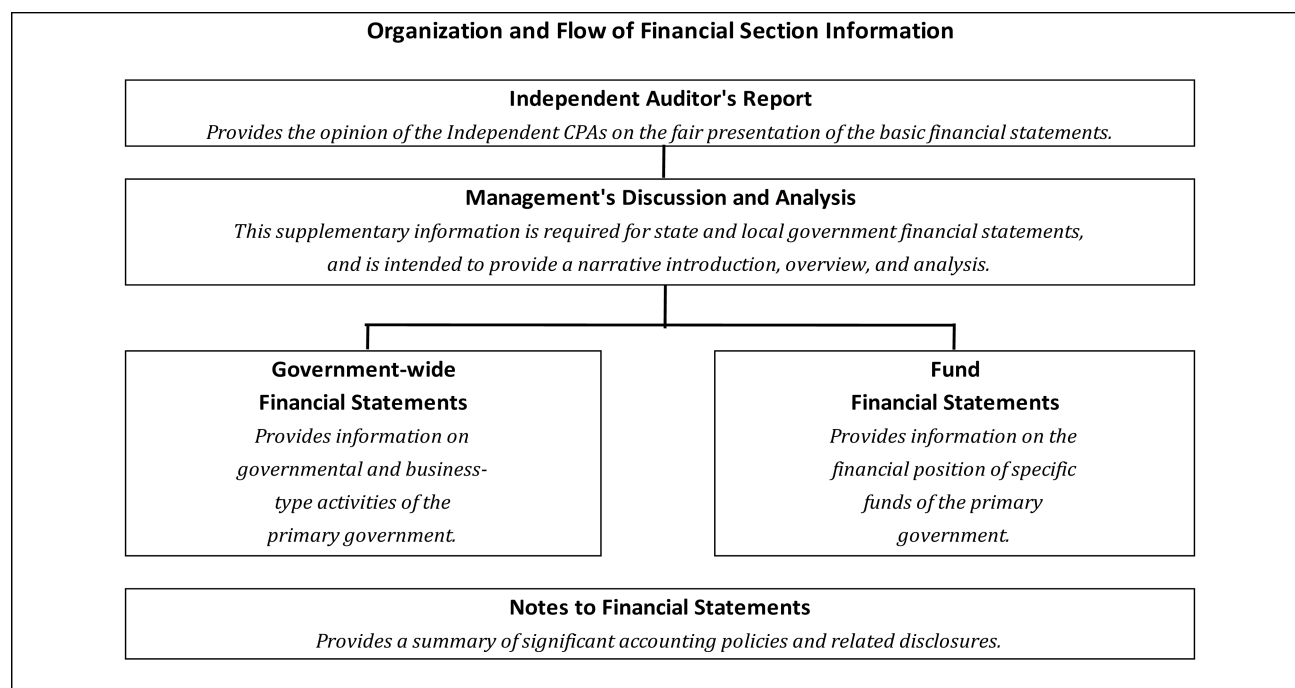
The City of Kissimmee, Florida's (the "City") Management's Discussion and Analysis (the "MD&A") presents an overview of the City's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the letter of transmittal in the introductory section, and the City's financial statements following the MD&A.

Financial Highlights

- The assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of fiscal year 2021 by \$281,337 (net position).
- The City's net position increased by \$19,909 from current year activities, of which governmental activities contributed \$19,009 of this increase.
- The fund balance for governmental funds increased by \$11,408 from the prior year. The majority of this increase resulted from increased revenues for the use of the City's services as operations opened back up after the pandemic shutdowns.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the City's property tax base or the condition of City facilities and infrastructure, should be considered to assess the overall financial health of the City.

The *statement of activities* presents information showing how the government's net position changed during fiscal year 2021. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected but earned revenue and unused vacation leave).

Both of these financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, transportation, economic environment, and culture/recreation. The business-type activities of the City include sanitation services, storm water services, and the operation of an airport. The government-wide financial statements can be found immediately following the MD&A.

The government-wide financial statements include not only the City itself (known as the primary government) but also legally separate entities known as component units. Component units, which are other governmental units over which the City Commission can exercise influence and/or may be obligated to provide financial subsidy, are presented within governmental activities in the government-wide financial statements, and as individual special revenue funds in the basic and fund financial statements. The City's component units (the Community Redevelopment Agencies) are major funds of the City and will be addressed in this MD&A.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, State Grants, Community Redevelopment Agency Downtown (CRA Downtown), Community Redevelopment Agency Vine Street (CRA Vine Street), and 2016 Revenue Note Debt Service, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation noted as Nonmajor Governmental Funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* in the other supplemental information section of this report. The City adopts an annual appropriated budget for its general fund, most capital projects funds, most debt service funds, and most special revenue funds. Budgetary comparison schedules have been provided for these funds to demonstrate budgetary compliance.

Proprietary Funds

The City maintains two different types of proprietary funds. The *enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the fiscal activities relating to stormwater, sanitation, and airport operations. The *internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its risk management programs and to allocate costs from central services (such as information technology, warehouse, garage, and building maintenance). Because these activities predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Stormwater Utility Fund, the Airport Fund and the Sanitation Fund, which are considered to be major funds of the City, and the aggregate of the internal service funds.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The City has three pension trust funds to account for the general employees' pension plan, the police officers' pension plan, and the firefighters' pension plan.

Notes to the financial statements and Other Information

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. In addition to the basic financial statements and accompanying notes, *required supplementary information* is included which presents budgetary comparison schedules for the City's General Fund, State Grants, CRA Downtown and CRA Vine Street; schedule of total OPEB liability and related ratios for the City's Other Postemployment Benefits Plan; and required pension schedules for the City's three pension plans. Required supplementary information can be found following the notes to the financial statements.

The other supplementary information section of this report includes the budgetary comparison schedule for the 2016 Revenue Note Debt Service major fund. The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are also presented in this section. Combining and individual fund budgetary comparison schedules for nonmajor funds can be found after the required supplementary information.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$281,337 at the close of the fiscal year ended September 30, 2021. At the end of fiscal year 2021, the City is able to report positive balances in all categories of net position for its business-type activities, and its governmental activities.

The largest portion of the City's net position of \$236,332 reflects its net investment in capital assets (land, buildings, infrastructure and equipment less any related outstanding debt used to acquire those assets). The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities. The City has restricted net position of \$40,052 for construction projects, public safety programs, supplementary care, and other purposes. The remaining balance is unrestricted net position of \$4,953.

City of Kissimmee, Florida Net Position (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current and Other Assets	\$ 104,984	\$ 91,400	\$ 9,050	\$ 8,487	\$ 114,034	\$ 99,887
Capital Assets (Net)	263,993	259,903	51,688	49,292	315,681	309,195
Total Assets	368,977	351,303	60,738	57,779	429,715	409,082
Deferred Outflows	11,807	6,840	494	529	12,301	7,369
Current and Other Liabilities	18,274	14,005	1,611	848	19,885	14,853
Long-term Liabilities	114,722	133,358	1,804	3,806	116,526	137,164
Total Liabilities	132,996	147,363	3,415	4,654	136,411	152,017
Deferred Inflows	22,487	2,898	1,781	107	24,268	3,005
Net Position:						
Net Investment in						
Capital Assets	184,731	178,154	51,601	49,204	236,332	227,358
Restricted	40,052	33,231	-	69	40,052	33,300
Unrestricted	2,108	(3,503)	2,845	4,273	4,953	770
Total Net Position	\$ 226,891	\$ 207,882	\$ 54,446	\$ 53,546	\$ 281,337	\$ 261,428

There was a net increase of \$19,909 in the City's net position over fiscal year 2020. There was a net increase of \$19,009 in net position reported in connection with the City's governmental activities and an \$900 increase in business-type activities. Reasons for these changes are presented in the following pages for governmental and business-type activities.

Capital assets increased by \$6,486 from the prior year due to several large park improvements and transportation projects. Long term liabilities decreased by \$(20,638) from the prior year, including a decrease of \$(18,636) in connection with governmental activities for scheduled debt service payments made in the current year along with a decrease in the net pension liability.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

City of Kissimmee, Florida
Change in Net Position
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
REVENUES						
Program Revenues:						
Charges for Services	\$ 38,564	\$ 36,738	\$ 12,754	\$ 12,458	\$ 51,318	\$ 49,196
Operating Grants and Contributions	2,400	1,236	254	157	2,654	1,393
Capital Grants and Contributions	9,125	5,815	1,007	580	10,132	6,395
General Revenues:						
Property Taxes	17,739	16,382	-	-	17,739	16,382
Other Taxes	29,371	25,342	-	-	29,371	25,342
Other	33,252	34,058	46	118	33,298	34,176
Total Revenues	<u>130,451</u>	<u>119,571</u>	<u>14,061</u>	<u>13,313</u>	<u>144,512</u>	<u>132,884</u>
EXPENSES						
General Government	46,066	48,354	-	-	46,066	48,354
Public Safety	44,709	45,599	-	-	44,709	45,599
Transportation	9,079	8,049	-	-	9,079	8,049
Economic Environment	1,468	997	-	-	1,468	997
Culture/Recreation	8,183	8,110	-	-	8,183	8,110
Interest on Long-term Debt	2,495	2,644	-	-	2,495	2,644
Stormwater	-	-	5,363	4,885	5,363	4,885
Airport	-	-	1,751	1,640	1,751	1,640
Sanitation	-	-	5,489	5,335	5,489	5,335
Total Expenses	<u>112,000</u>	<u>113,753</u>	<u>12,603</u>	<u>11,860</u>	<u>124,603</u>	<u>125,613</u>
Excess Before Transfers	18,451	5,818	1,458	1,453	19,909	7,271
Transfers	<u>558</u>	<u>612</u>	<u>(558)</u>	<u>(612)</u>	<u>-</u>	<u>-</u>
Change in Net Position	19,009	6,430	900	841	19,909	7,271
Net Position - Beginning	207,882	201,452	53,546	52,705	261,428	254,157
Net Position - Ending	<u>\$ 226,891</u>	<u>\$ 207,882</u>	<u>\$ 54,446</u>	<u>\$ 53,546</u>	<u>\$ 281,337</u>	<u>\$ 261,428</u>

Governmental activities

Governmental activities accounted for an increase of \$19,009 from the prior year net position. Charges for services increased by \$1,826 from increased use of City services by citizens and businesses after the COVID-19 shutdowns of many City facilities. Capital grants and contributions increased by \$3,310 due to grantor reimbursement of large construction projects. Other taxes increased by \$4,029 from the prior year as spending within the State increased to normal levels.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

Total governmental activities expenses decreased by \$(1,753) from the prior year. The majority of this decrease resulted from the effects of change in net pension liability.

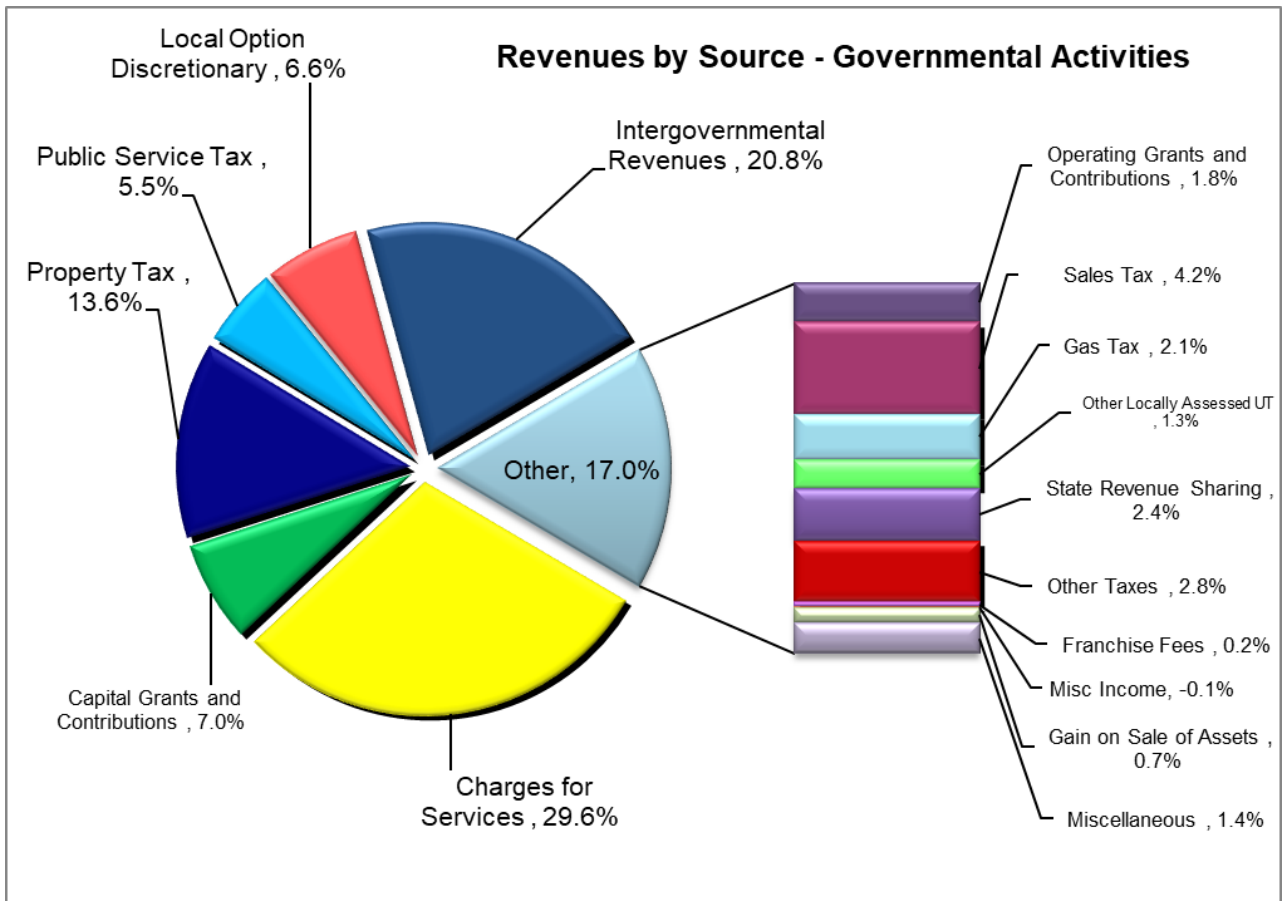
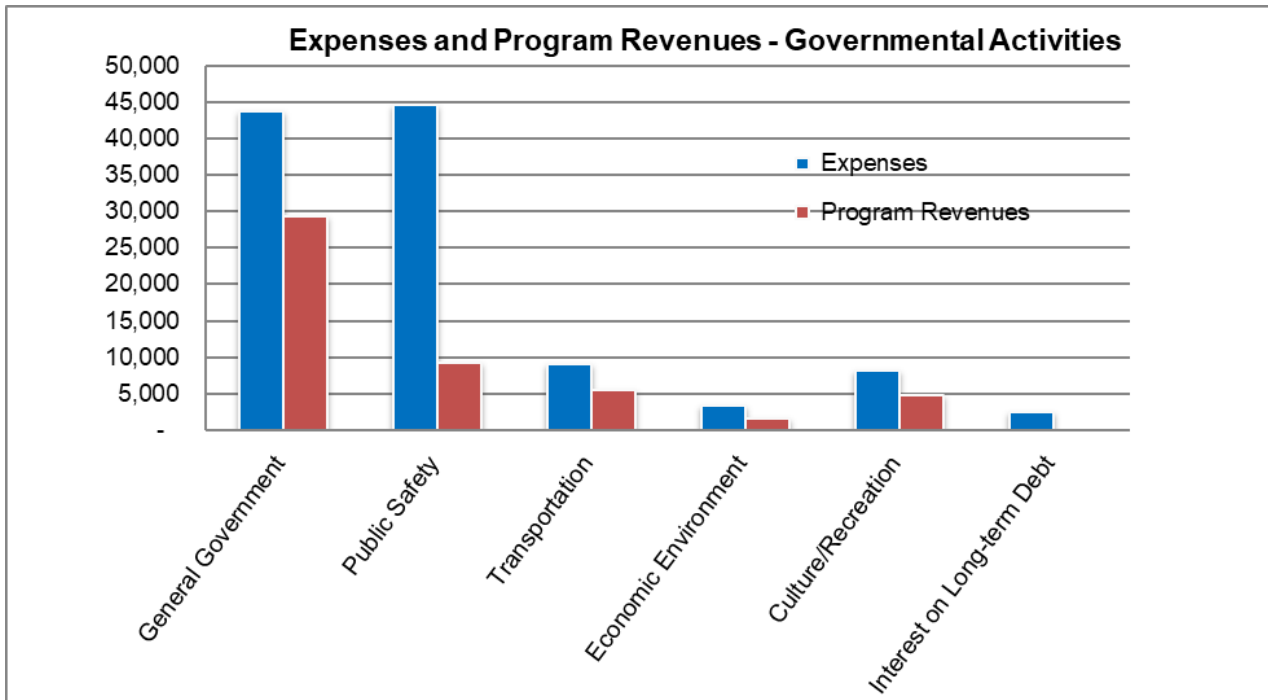
The following tables and graphs show the results of governmental activities for fiscal year ended 2021.

Expenses and Program Revenues – Governmental Activities
(In Thousands)

	Expenses				Net Cost of Services		
	2021	% of Total	2020	% Change	2021	2020	% Change
Functions/Programs							
General Government	\$ 46,066	41 %	\$ 48,354	(5) %	\$ (16,811)	\$ (20,625)	(18) %
Public Safety	44,709	40 %	45,599	(2) %	(35,506)	(34,805)	2 %
Transportation	9,079	8 %	8,049	13 %	(3,660)	(4,240)	(14) %
Economic Environment	1,468	1 %	997	47 %	137	(560)	(124) %
Culture/Recreation	8,183	7 %	8,110	1 %	(3,576)	(7,090)	(50) %
Interest on Long-term Debt	2,495	2 %	2,644	(6) %	(2,495)	(2,644)	(6) %
	<u>\$ 112,000</u>	<u>100 %</u>	<u>\$ 113,753</u>		<u>\$ (61,911)</u>	<u>\$ (69,964)</u>	

Revenue by Source – Governmental Activities
(In Thousands)

Description	2021	% of Total	2020	% Change
Program Revenues				
Charges for services	\$ 38,564	28 %	\$ 36,738	5 %
Operating grants and contributions	2,400	2 %	1,236	94 %
Capital grants and contributions	9,125	7 %	5,815	57 %
General Revenues				
Property tax	17,739	14 %	16,382	8 %
Sales tax	5,460	4 %	4,567	20 %
Public service tax	7,233	6 %	7,141	1 %
Gas tax	2,767	2 %	2,525	10 %
Local option discretionary tax	8,555	7 %	7,048	21 %
Other locally assessed utility tax	1,727	1 %	1,664	4 %
Other taxes	3,629	3 %	2,397	51 %
State revenue sharing	3,178	2 %	2,654	20 %
Unrestricted intergovernmental revenues	27,090	21 %	25,641	6 %
Franchise fees	197	0 %	177	11 %
Investment income (loss)	(71)	- %	1,816	(104) %
Gain on sale of capital assets	942	1 %	2,062	(54) %
Miscellaneous	1,916	1 %	1,708	12 %
Transfers	558	- %	612	(9) %
	<u>\$ 131,009</u>	<u>100 %</u>	<u>\$ 120,183</u>	



CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

Business-type activities

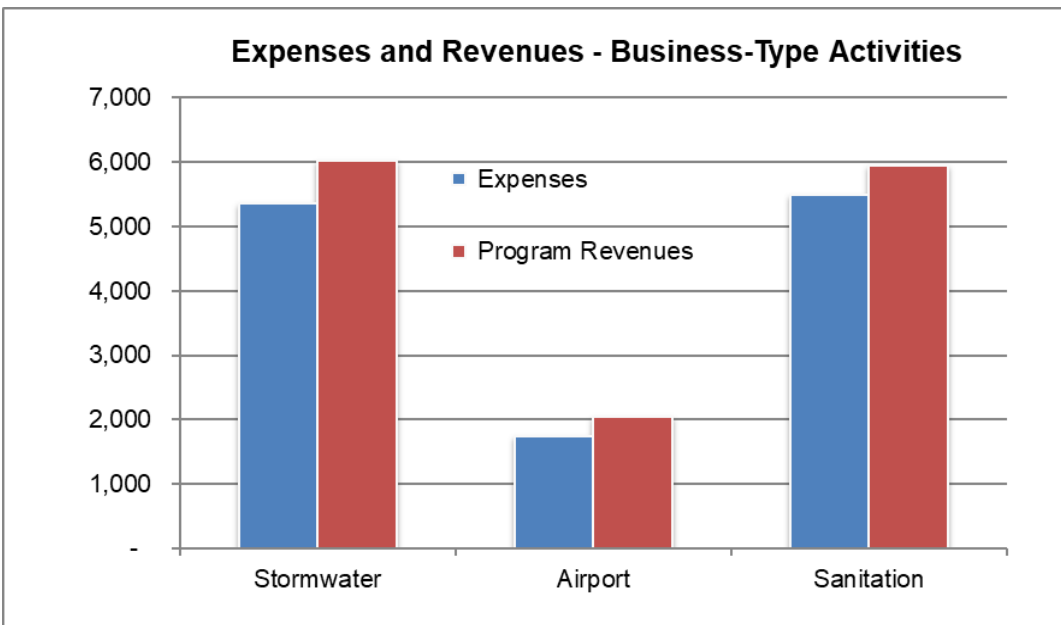
Business-type activities increased the City's net position by \$900, a minimal increase from the prior year. The Stormwater, Airport, and Sanitation expenses remained relatively unchanged from the prior year from operating strategies to provide cost effective services to users during the year. Additional information on the results of individual business-type activity funds is discussed in a different section.

Expenses and Program Revenues – Business-type Activities
(In Thousands)

Functions/Programs	Expenses			Net Increase (Decrease) in Net Position		
	2021	2020	% Change	2021	2020	% Change
Stormwater	\$ 5,363	\$ 4,885	10 %	\$ 660	\$ 1,365	(52) %
Airport	1,751	1,640	7 %	303	(539)	(156) %
Sanitation	5,489	5,335	3 %	449	509	(12) %
	<u>\$ 12,603</u>	<u>\$ 11,860</u>		<u>\$ 1,412</u>	<u>\$ 1,335</u>	

Revenues by Source – Business-type Activities
(In Thousands)

	2021	% of Total	2020	% Change
Charges for services	\$ 12,754	91 %	\$ 12,458	2 %
Operating grants and contributions	254	2 %	157	100 %
Capital grants and contributions	1,007	7 %	580	74 %
Investment income	5	- %	105	(95) %
Miscellaneous	4	- %	7	(43) %
Gain on sale of capital assets	37	0 %	6	517 %
	<u>\$ 14,061</u>	<u>100 %</u>	<u>\$ 13,313</u>	



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources*. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2021, the City's governmental funds reported combined ending fund balances of \$77,703, an increase of \$11,408 in comparison with the prior year. This increase was largely the result of COVID-19 relief funds that reimbursed the City for some public safety and general government operating costs. Components of fund balance are now comprised of nonspendable, restricted, committed, assigned, and unassigned. The components of committed, assigned and unassigned are considered spendable unrestricted fund balance. The total spendable unrestricted fund balance of governmental funds in fiscal year 2021 was \$38,535 compared to \$32,799 for fiscal year 2020, an increase of \$5,736 for all governmental funds. The main cause of this increase was effective budgeting for services provided primarily from general revenue sources along with receipt of COVID-19 pandemic relief.

The City has five major governmental funds - the General Fund, State Grants, CRA Downtown, CRA Vine Street and 2016 Revenue Note Debt Service fund. More detailed information regarding these major funds is provided in the following section.

Major Funds - Governmental

General Fund

The General Fund is the chief operating fund of the City. At the end of fiscal year 2021, the spendable unrestricted fund balance (assigned for budgetary carryforward \$3,448 and unassigned fund balance \$35,067) of the General Fund totaled \$38,515 compared to \$34,200 in fiscal year 2020, an increase of \$4,315. As a measure of the General Fund's liquidity, it may be useful to compare the spendable unrestricted fund balance of \$38,515 to the total fund's expenditures of \$72,538. This represents 53.1% of total expenditures compared to 48.4% in the prior fiscal year. Thus, the City was able to maintain its liquidity available to meet upcoming expenditures. The fund balance in the General Fund increased by \$5,904 during the current fiscal year. The General Fund overall maintained the same level of spending as the prior year. Taxes increased by \$1,463 mainly from property taxes as property values continue to increase each year. Although expenditures increased from the prior year by \$1,086, this was offset by increased intergovernmental revenues of \$2,530 in line with that increase.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

State Grants

The State Grants total fund balance was by \$2,284. Current year grant revenues were \$2,500 greater than expenditures for reimbursement of prior year capital improvement projects. As this fund is used to track grant-related project expenditures, timing of reimbursement requests will affect fund balance each year.

The CRA Downtown

The CRA Downtown total fund balance increased by \$716 from the prior year. There were no significant changes in revenues and expenditures from the prior year. The fund balance of \$2,978 is restricted for economic development.

The CRA Vine Street

The CRA Vine Street total fund balance increased by \$836 from the prior year. There were no significant changes in revenues and expenditures from the prior year. The fund balance of \$1,992 is restricted for economic development.

2016 Revenue Note Debt Service

The 2016 Revenue Note Debt Service fund is used to account for debt service on the 2016 Revenue Note. Current year transfers in covered the cost of debt service expenditures of \$2,965. Debt service expenditures were the same as the prior year. The fund had an ending fund balance of \$17 from bond refunding transactions and transfers for current debt service payments that is assigned for future debt service.

Major funds - Enterprise

The City's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail. The City has three major enterprise funds – the Stormwater Fund, the Airport Fund, and the Sanitation Fund. Unrestricted net position in the Stormwater Fund increased by \$479, in the Airport Fund decreased by \$1,487, and in the Sanitation Fund decreased by \$420 over the prior year. All three funds experienced minimal increases in operating revenues for continued use of services.

Stormwater Fund

The Stormwater Fund had an increase in net position of \$407. The minimal increase of \$407 shows the fund is operating effectively on current rates. Operating expenses were consistent with the prior year.

Airport Fund

The Airport Fund had an increase in net position of \$345. The Airport benefited from capital contributions for current improvements of \$1,007; however, operating expenses increased by \$111 for personnel and contracted costs.

Sanitation Fund

The Sanitation Fund had an increase in net position of \$148 from the prior year. Operating revenues were greater than operating expenses by \$597 in the current year, confirming that the City's rates are sufficient to cover operational costs of the solid waste system.

General Fund Budgetary Highlights

The General Fund's original budget was amended to increase expenditures by \$2,211 (not including transfers out). The changes for expenditures within functions are summarized in the table below. Adjustments were made for additional grant-funded expenditures, COVID-19 related expenditures, and personnel changes during the course of the year.

	Original Budget	Final Budget	Change
General Government	\$ 16,751	\$ 18,488	\$ 1,737
Public Safety	44,495	45,633	1,138
Transportation	5,638	6,018	380
Culture/Recreation	8,114	8,521	407
Non-departmental	28,509	27,058	(1,451)
	<u>\$ 103,507</u>	<u>\$ 105,718</u>	<u>\$ 2,211</u>

The General Fund under-spent the final budget by \$35,097 during fiscal year 2021. All departments spent less than their final budget (from reduced personnel costs and delayed capital purchases) during the year while trying to provide the same levels of service to the City's citizens. The largest reduction resulted as the non-departmental budget included reserves for operating and capital that were not spent in the current year. The general government and public safety functions experienced the greatest reductions from the final budget totals primarily in personnel costs. The changes within functions are summarized in the table presented here.

	Actual Expenditures	Final Budget	Difference
General Government	\$ 15,066	\$ 18,488	\$ 3,422
Public Safety	43,004	45,633	2,629
Transportation	5,275	6,018	743
Culture/Recreation	6,814	8,521	1,707
Non-departmental	2,379	27,058	24,679
Transfers Out	2,945	4,862	1,917
	<u>\$ 75,483</u>	<u>\$ 110,580</u>	<u>\$ 35,097</u>

Capital Assets and Long-term Debt

Capital Assets

The City's capital assets for its governmental and business-type activities as of September 30, 2021 amounts to \$315,681 (net of accumulated depreciation). These capital assets include land, software, parking capacity, buildings, improvements other than buildings (including leasehold improvements), equipment, vehicles, infrastructure, and construction in progress. The total increase in the City's capital assets for the current fiscal year was \$6,486. Governmental activities increased capital assets by \$4,090 and business-type activities increased by \$2,396.

Within governmental activities, the largest increases from the beginning balances were in improvements for \$3,097, construction in progress for \$3,392 and equipment for \$4,048. These were primarily attributed to the Lakefront Park improvements project, Shingle Creek Regional Trail, and other major transportation projects. Additionally, depreciation expense remained in line with the prior year.

The capital assets of business-type activities increased for equipment for \$1,278. Depreciation expense remained consistent with the prior year.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2021
(In Thousands)

City of Kissimmee, Florida
Capital Assets (Net)
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Land	\$ 45,857	\$ 44,082	\$ 1,892	\$ 1,892	\$ 47,749	\$ 45,974
Intangibles	17,846	17,743	329	329	18,175	18,072
Buildings	18,525	18,525	13,666	12,076	32,191	30,601
Improvements Other than Buildings	204,878	201,781	47,147	46,283	252,025	248,064
Equipment	39,785	35,737	13,050	11,772	52,835	47,509
Construction in Progress	47,637	44,245	3,748	3,155	51,385	47,400
	374,528	362,113	79,832	75,507	454,360	437,620
Less: Accumulated Depreciation	(110,535)	(102,210)	(28,144)	(26,215)	(138,679)	(128,425)
Capital Assets, net	<u>\$ 263,993</u>	<u>\$ 259,903</u>	<u>\$ 51,688</u>	<u>\$ 49,292</u>	<u>\$ 315,681</u>	<u>\$ 309,195</u>

Additional information on the City's capital assets, including major construction commitments, can be found in Note 5 of this report.

Long-term Debt

At the end of fiscal year 2021, governmental activities had total debt outstanding of \$79,743. This is a decrease of \$1,226 from the prior year, due to scheduled debt service payments and amortization of premium offset by issuance of capital leases of \$3,904 for public safety equipment. Notes from direct borrowings and direct placements and revenue bonds account for the majority of the City's overall outstanding debt.

City of Kissimmee, Florida
Outstanding Long-term Debt
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Notes from Direct						
Borrowings and Placements	\$ 35,985	\$ 38,975	\$ -	\$ -	\$ 35,985	\$ 38,975
Revenue Bonds	40,389	41,902	-	-	40,389	41,902
Capital Lease Payable	3,369	92	-	-	3,369	92
	<u>\$ 79,743</u>	<u>\$ 80,969</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 79,743</u>	<u>\$ 80,969</u>

Additional information on the City's debt, including the current year issuance and any major changes to the City's credit ratings, can be found in Note 7 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City at September 30, 2021 was 4.5%, which is a decrease of 2.4% from the 6.9% unemployment rate from the prior year, primarily due to lifting of local COVID-19 lockdowns.
- Population increased by 3,582 to 79,226 compared to 75,644 in the prior fiscal year.
- The ad valorem tax rate for the General Fund stayed constant at 4.6253 for the 2022 approved fiscal year budget.

Requests for Information

This financial report is designed to present users with a general overview of the City's finances and to demonstrate the City's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the City's Finance Department, 101 Church Street, Kissimmee, Florida 34741.

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CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
September 30, 2021
(In Thousands)

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 48,147	\$ 7,040	\$ 55,187
Restricted Cash and Investments	40,052	-	40,052
Receivables (net)	2,694	1,200	3,894
Due from Other Governments	9,641	800	10,441
Due from KUA	2,267	-	2,267
Internal balances	1,590	(1,590)	-
Due from TWA	1,789	10	1,799
Inventories	170	-	170
Prepaid Items	224	-	224
Capital Assets:			
Capital Assets not Being Depreciated	93,494	5,640	99,134
Capital Assets Being Amortized (Net)	1,790	218	2,008
Capital Assets Being Depreciated (Net)	168,709	45,830	214,539
Total Capital Assets	263,993	51,688	315,681
Total Assets	370,567	59,148	429,715
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows Related to OPEB	1,147	88	1,235
Deferred Outflows Related to Pensions	10,660	406	11,066
Total Deferred Outflows of Resources	11,807	494	12,301
LIABILITIES			
Accounts Payable	2,326	1,466	3,792
Contracts Payable	77	87	164
Accrued Liabilities	5,470	22	5,492
Due to Other Governments	1,192	-	1,192
Unearned Revenue	9,199	36	9,235
Deposits	10	-	10
Long-term Liabilities:			
Due Within One Year	8,307	42	8,349
Due in More Than One Year	106,415	1,762	108,177
Total Liabilities	132,996	3,415	136,411
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows Related to OPEB	1,996	165	2,161
Deferred Inflows Related to Pensions	20,491	1,616	22,107
Total Deferred Inflows of Resources	22,487	1,781	24,268
NET POSITION			
Net Investment in Capital Assets	184,731	51,601	236,332
Restricted:			
Supplementary Care - Nonexpendable	1,135	-	1,135
Construction Projects	20,228	-	20,228
Public Safety	556	-	556
Charter School	2,913	-	2,913
Building Safety	4,714	-	4,714
Community Redevelopment	4,970	-	4,970
Other Purposes	5,536	-	5,536
Unrestricted	2,108	2,845	4,953
Total Net Position	\$ 226,891	\$ 54,446	\$ 281,337

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021
(In Thousands)

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:							
General Government	\$ 46,066	\$ 28,541	\$ 714	\$ -	\$ (16,811)	\$ -	\$ (16,811)
Public Safety	44,709	8,776	427	-	(35,506)	-	(35,506)
Transportation	9,079	358	-	5,061	(3,660)	-	(3,660)
Economic Environment	1,468	-	1,254	351	137	-	137
Culture/Recreation	8,183	889	5	3,713	(3,576)	-	(3,576)
Interest on Long-term Debt	2,495	-	-	-	(2,495)	-	(2,495)
Total Governmental Activities	112,000	38,564	2,400	9,125	(61,911)	-	(61,911)
Business-Type Activities:							
Stormwater	5,363	5,860	163	-	-	660	660
Airport	1,751	956	91	1,007	-	303	303
Sanitation	5,489	5,938	-	-	-	449	449
Total Business-Type Activities	12,603	12,754	254	1,007	-	1,412	1,412
Total	\$ 124,603	\$ 51,318	\$ 2,654	\$ 10,132	(61,911)	1,412	(60,499)
General revenues:							
Property Tax					17,739	-	17,739
Sales Tax					5,460	-	5,460
Public Service Tax					7,233	-	7,233
Gas Tax					2,767	-	2,767
Other Locally Assessed Utility Tax					1,727	-	1,727
Other Taxes					3,629	-	3,629
Local Option Discretionary Tax					8,555	-	8,555
State Revenue Sharing					3,178	-	3,178
Unrestricted Intergovernmental Revenues					27,090	-	27,090
Franchise Fees					197	-	197
Investment Income					(71)	5	(66)
Gain on Sale of Capital Assets					942	37	979
Miscellaneous					1,916	4	1,920
Transfers					558	(558)	-
Total General Revenues and Transfers					80,920	(512)	80,408
Change in Net Position					19,009	900	19,909
Net Position - Beginning					207,882	53,546	261,428
Net Position - Ending					<u>\$ 226,891</u>	<u>\$ 54,446</u>	<u>\$ 281,337</u>

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2021
(In Thousands)

	General	State Grants	Community Redevelopment Agency Downtown
ASSETS			
Cash and Cash Equivalents	\$ 40,331	\$ -	\$ 3,134
Restricted Cash and Investments	150	-	-
Accounts Receivable (net)	2,654	-	-
Special Assessments Receivable (net)	24	-	-
Due from KUA	2,242	-	-
Due from TWA	718	-	-
Due from Other Funds	2,680	-	-
Due from Other Governments	2,617	4,435	-
Prepaid Items	224	-	-
Inventories	93	-	-
Total Assets	<u>\$ 51,733</u>	<u>\$ 4,435</u>	<u>\$ 3,134</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	\$ 1,252	\$ 65	\$ 108
Contracts Payable	-	-	48
Accrued Liabilities	-	-	-
Due to Other Funds	-	1,173	-
Due to Other Governments	1,192	-	-
Deposits Payable	10	-	-
Advanced Grants	9,035	-	-
Total Liabilities	<u>11,489</u>	<u>1,238</u>	<u>156</u>
Deferred Inflows of Resources:			
Unavailable Earned Revenues	852	913	-
Total Deferred Inflows of Resources	<u>852</u>	<u>913</u>	<u>-</u>
Fund Balances (Deficits):			
Nonspendable Prepaids and Inventories	317	-	-
Nonspendable Supplementary Care	-	-	-
Restricted for Transportation Projects	-	-	-
Restricted for Public Safety Projects	543	-	-
Restricted for Development Services	-	-	-
Restricted for Economic Development	-	-	2,978
Restricted for Recreation Projects	-	-	-
Restricted for Charter School	-	-	-
Restricted for Construction Projects	-	-	-
Restricted for Other Capital Improvements	17	2,284	-
Assigned for Budgetary Carryforward	3,448	-	-
Assigned for Debt Service	-	-	-
Unassigned (Deficits)			
General Fund	35,067	-	-
Special Revenue Funds	-	-	-
Total Fund Balances (Deficits)	<u>39,392</u>	<u>2,284</u>	<u>2,978</u>
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	<u>\$ 51,733</u>	<u>\$ 4,435</u>	<u>\$ 3,134</u>

The notes to the financial statements are an integral part of the financial statements.

Community Redevelopment Agency Vine Street	2016 Revenue Note Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
\$ 2,011	\$ 2,162	\$ 29,366	\$ 77,004
-	-	3,507	3,657
-	-	-	2,654
-	-	-	24
-	-	-	2,242
-	-	3	721
-	-	460	3,140
-	-	2,299	9,351
-	-	-	224
-	-	-	93
<u>\$ 2,011</u>	<u>\$ 2,162</u>	<u>\$ 35,635</u>	<u>\$ 99,110</u>

\$ 19	\$ -	\$ 485	\$ 1,929
-	-	29	77
-	2,145	3,325	5,470
-	-	377	1,550
-	-	-	1,192
-	-	-	10
-	-	164	9,199
<u>19</u>	<u>2,145</u>	<u>4,380</u>	<u>19,427</u>
-	-	215	1,980
-	-	215	1,980
-	-	-	317
-	-	1,135	1,135
-	-	10,989	10,989
-	-	8	551
-	-	4,714	4,714
1,992	-	226	5,196
-	-	1,795	1,795
-	-	2,913	2,913
-	-	2,387	2,387
-	-	6,870	9,171
-	-	-	3,448
-	17	59	76
-	-	-	35,067
-	-	(56)	(56)
<u>1,992</u>	<u>17</u>	<u>31,040</u>	<u>77,703</u>
<u>\$ 2,011</u>	<u>\$ 2,162</u>	<u>\$ 35,635</u>	<u>\$ 99,110</u>

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CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
as of September 30, 2021
(In Thousands)

Total fund balances of governmental funds	\$	77,703
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$366,736, the accumulated depreciation is \$89,121, and the accumulated amortization is \$16,058. The difference does not include the net capital assets of the internal service funds which are included below.		261,557
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The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		4,393
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities-both current and long term-are reported in the statement of net position. The amount does not include the long-term liabilities of the internal service funds which are included above. Long-term liabilities at yearend consist of:		
Bonds payable	\$ (36,356)	
Bonds premium	(4,033)	
Notes from direct borrowing and direct placements	(35,985)	
Capital leases	(3,369)	
Other postemployment benefits liability	(6,120)	
Compensated absences	(2,455)	(88,318)

Net pension liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds.		(20,589)
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Deferred inflows and outflows of resources related to pensions and OPEB are not recognized in the governmental funds; however, they are recorded in the statement of net position.		
Deferred outflows of resources related to OPEB	1,076	
Deferred outflows of resources related to pensions	10,409	
Deferred inflows of resources related to OPEB	(1,873)	
Deferred inflows of resources related to pensions	(19,447)	(9,835)

Amount for earned but unavailable revenues recognized as revenue of the current period		1,980
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Total net position of governmental activities	\$	226,891
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The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	General	State Grants	Community Redevelopment Agency Downtown
REVENUES			
Taxes	\$ 25,257	\$ -	\$ -
Permits, Fees and Special Assessments	200	-	-
Intergovernmental Revenues	38,827	5,044	1,316
Charges for Services	9,849	-	-
Fines and Forfeitures	326	-	-
Investment Income (Loss)	134	-	(1)
Miscellaneous Revenues	1,074	-	97
Total Revenues	75,667	5,044	1,412
EXPENDITURES			
Current:			
General Government	16,999	-	791
Public Safety	43,004	-	-
Transportation	5,275	2,506	-
Economic Environment	-	-	-
Culture/Recreation	6,814	38	-
Capital Outlay	-	-	-
Debt Service:			
Principal Retirement	410	-	-
Interest and Fiscal Charges	-	-	-
Professional Fees	36	-	-
Total Expenditures	72,538	2,544	791
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,129	2,500	621
OTHER FINANCING SOURCES and (USES)			
Transfers In	1,519	63	909
Transfers (Out)	(2,945)	(50)	(814)
Issuance of Notes Payable/Refunded Notes Payable	-	-	-
Payment to Refunded Notes Escrow Agent	-	-	-
Proceeds from Sale of Capital Assets	1,108	-	-
Issuance of Capital Lease	1,584	-	-
Total Other Financing Sources and (Uses)	1,266	13	95
Net Change in Fund Balances	4,395	2,513	716
Fund Balances (Deficits) - Beginning	34,997	(229)	2,262
Fund Balances (Deficits) - Ending	\$ 39,392	\$ 2,284	\$ 2,978

The notes to the financial statements are an integral part of the financial statements.

Community Redevelopment Agency Vine Street	2016 Revenue Note Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ 11,322	\$ 36,579
-	-	1,827	2,027
508	-	11,623	57,318
-	-	778	10,627
-	-	-	326
6	-	(192)	(53)
-	-	402	1,573
514	-	25,760	108,397
154	-	6,396	24,340
-	-	6,925	49,929
-	-	3,908	11,689
-	-	1,468	1,468
-	-	584	7,436
-	-	43	43
-	1,325	3,234	4,969
-	1,640	980	2,620
-	-	-	36
154	2,965	23,538	102,530
360	(2,965)	2,222	5,867
476	2,965	5,069	11,001
-	-	(6,663)	(10,472)
-	-	16,350	16,350
-	-	(16,350)	(16,350)
-	-	-	1,108
-	-	2,320	3,904
476	2,965	726	5,541
836	-	2,948	11,408
1,156	17	28,092	66,295
<u>\$ 1,992</u>	<u>\$ 17</u>	<u>\$ 31,040</u>	<u>\$ 77,703</u>

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2021
(In Thousands)

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	11,408
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Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated and amortized over their estimated useful lives and reported as depreciation expense. This is the amount by which capital purchases (\$13,909) and donations (\$0) exceeds depreciation (\$8,413, which excludes the amount related to internal service funds accounted for below) and amortization (\$1,259).		4,237
--	--	-------

The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:

Debt issued or incurred:		
Proceeds from notes	\$	(16,350)
Proceeds from capital leases		(3,904)
Principal repayments:		
Bonds		1,352
Amortization of bond premium		161
Notes from direct borrowings and direct placements		19,340
Capital leases		627
		1,226

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. These adjustments are as follows:

Compensated absences	(58)	
	-	(58)

Continued

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued
For The Year Ended September 30, 2021
(In Thousands)

Cash pension and OPEB contributions recorded in the funds were less than the calculated pension and OPEB expenses on the statement of activities and therefore decreased net position.	\$ 2,917
Under the modified accrual basis of accounting, governmental revenues are recognized when both the measureable and available criteria have been met. Those revenues earned in the current year were not recognized since the availability criteria was not met. Under full accrual accounting, all revenues would be recognized.	(1,081)
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. The change in net position differs from the change in fund balance by the cost of the capital assets sold/disposed or adjusted in value.	(166)
The internal service fund is used by management to charge the costs of risk management services to other funds. The net revenue of the internal service fund is reported with governmental activities.	526
Change in net position of governmental activities	\$ 19,009
<i>The notes to the financial statements are an integral part of the financial statements.</i>	

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2021
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
ASSETS					
Current Assets:					
Cash and Cash Equivalents	\$ 4,263	\$ 320	\$ 2,457	\$ 7,040	\$ 7,538
Accounts Receivable (net)	401	254	545	1,200	16
Due from Other Governments	336	464	-	800	290
Due from KUA	-	-	-	-	25
Due from TWA	-	-	10	10	1,068
Inventories	-	-	-	-	77
Total Current Assets	5,000	1,038	3,012	9,050	9,014
Capital Assets:					
Land	1,583	309	-	1,892	-
Buildings	509	12,750	407	13,666	289
Improvements Other Than Buildings	30,242	16,700	205	47,147	4,477
Software, Net	37	181	-	218	2
Machinery, Equipment and Vehicles	6,584	809	5,657	13,050	3,024
Construction in Progress	469	3,279	-	3,748	-
Less: Accumulated Depreciation	(12,097)	(12,143)	(3,793)	(28,033)	(5,356)
Total Capital Assets	27,327	21,885	2,476	51,688	2,436
Total Noncurrent Assets	27,327	21,885	2,476	51,688	2,436
Total Assets	32,327	22,923	5,488	60,738	11,450
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Outflows Related to OPEB	41	11	36	88	71
Deferred Outflows Related to Pensions	192	41	173	406	251
Total Deferred Outflows of Resources	233	52	209	494	322

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION - Continued
PROPRIETARY FUNDS
September 30, 2021
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
LIABILITIES					
Current Liabilities:					
Accounts Payable	\$ 246	\$ 209	\$ 1,011	\$ 1,466	\$ 397
Contracts Payable	-	87	-	87	-
Accrued Liabilities	-	22	-	22	-
Due to Other Funds	-	1,590	-	1,590	-
Deposits	-	26	10	36	-
Compensated Absences Payable	23	6	13	42	41
Estimated Claims Payable	-	-	-	-	2,375
Total Current Liabilities	269	1,940	1,034	3,243	2,813
Noncurrent Liabilities:					
Compensated Absences Payable	91	23	52	166	166
Other Postemployment Benefits	340	79	291	710	414
Net Pension Liability	446	42	398	886	442
Estimated Claims Payable	-	-	-	-	2,377
Total Noncurrent Liabilities	877	144	741	1,762	3,399
Total Liabilities	1,146	2,084	1,775	5,005	6,212
DEFERRED INFLOWS OF RESOURCES					
Deferred Inflows Related to OPEB	78	23	64	165	123
Deferred Inflows Related to Pensions	742	213	661	1,616	1,044
Total Deferred Inflows of Resources	820	236	725	1,781	1,167
NET POSITION					
Net Investment in Capital Assets	27,327	21,798	2,476	51,601	2,436
Unrestricted	3,267	(1,143)	721	2,845	1,957
Total Net Position	\$ 30,594	\$ 20,655	\$ 3,197	\$ 54,446	\$ 4,393

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Operating Revenues:					
Charges for Services	\$ 5,860	\$ 956	\$ 5,938	\$ 12,754	\$ 21,770
Miscellaneous Revenues	1	-	3	4	232
Total Operating Revenues	5,861	956	5,941	12,758	22,002
Operating Expenses:					
Personal Services	2,313	652	1,978	4,943	3,197
Contracted Services	772	28	1,604	2,404	2,436
Supplies and Materials	211	18	288	517	154
Repairs and Maintenance	347	123	391	861	2,794
Other Services and Charges	238	155	368	761	1,977
Depreciation	1,405	759	634	2,798	677
Claims/Premium Expense	77	16	81	174	10,456
Total Operating Expenses	5,363	1,751	5,344	12,458	21,691
Operating Income (Loss)	498	(795)	597	300	311
Nonoperating Revenues (Expenses):					
Operating Grants	163	91	-	254	-
Investment Income	18	(6)	(7)	5	(18)
Insurance Recoveries	-	-	-	-	209
Gain or (Loss) from Sale of Capital Assets	22	15	(145)	(108)	(5)
Total Nonoperating Revenues (Expenses)	203	100	(152)	151	186
Income (Loss) Before Contributions and Transfers	701	(695)	445	451	497
Capital Contributions	-	1,007	-	1,007	-
Transfers In	-	35	-	35	29
Transfers (Out)	(294)	(2)	(297)	(593)	-
Change in Net Position	407	345	148	900	526
Net Position - Beginning	30,187	20,310	3,049	53,546	3,867
Net Position - Ending	\$ 30,594	\$ 20,655	\$ 3,197	\$ 54,446	\$ 4,393

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For The Year Ended September 30, 2021
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Cash Flows from Operating Activities					
Receipts from Customers and Users	\$ 7,990	\$ 805	\$ 5,952	\$ 14,747	\$ 21,376
Payments to Suppliers	(1,608)	(193)	(2,332)	(4,133)	(17,608)
Payments to Employees	(2,445)	(681)	(2,100)	(5,226)	(3,368)
Net Cash Provided (Used) by Operating Activities	3,937	(69)	1,520	5,388	400
Cash Flows from Noncapital Financing Activities					
Grants	163	91	-	254	-
Transfers (to) Other Funds	(294)	(2)	(297)	(593)	-
Transfers from Other Funds	-	1,625	-	1,625	29
Net Cash Provided (Used) by Noncapital Financing Activities	(131)	1,714	(297)	1,286	29
Cash Flows from Capital and Related Financing Activities					
Acquisition/Construction of Capital Assets	(1,212)	(2,623)	(1,344)	(5,179)	(703)
Capital Contributions	-	581	-	581	-
Proceeds from Insurance Recoveries	-	-	-	-	209
Proceeds from Sale of Capital Assets	24	15	-	39	2
Net Cash Provided (Used) by Capital and Related Financing Activities	(1,188)	(2,027)	(1,344)	(4,559)	(492)
Cash Flows from Investing Activities					
Investment Income	18	(6)	(7)	5	(18)
Net Cash Provided (Used) by Investing Activities	18	(6)	(7)	5	(18)
Net Increase (Decrease) in Cash and Cash Equivalents	2,636	(388)	(128)	2,120	(81)
Cash and Cash Equivalents at Beginning of Year	1,627	708	2,585	4,920	7,619
Cash and Cash Equivalents at End of Year	\$ 4,263	\$ 320	\$ 2,457	\$ 7,040	\$ 7,538

Continued

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For The Year Ended September 30, 2021
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	\$ 498	\$ (795)	\$ 597	\$ 300	\$ 311
Depreciation	1,405	759	634	2,798	677
Change in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	19	(148)	10	(119)	(15)
(Increase) Decrease in Due from Other Governments	-	-	-	-	(98)
(Increase) Decrease in Due from KUA	2,110	-	(10)	2,100	(25)
(Increase) Decrease in Due from TWA	-	-	1	1	(487)
(Increase) Decrease in Inventories	-	-	-	-	64
(Increase) Decrease in Deferred Outflows OPEB	(8)	(3)	(8)	(19)	(14)
(Increase) Decrease in Deferred Outflows Pensions	25	7	22	54	35
Increase (Decrease) in Accounts Payable	37	147	400	584	(98)
Increase (Decrease) in Customer Deposits	-	(3)	10	7	-
Increase (Decrease) in Accrued Liabilities	-	10	-	10	-
Increase (Decrease) in OPEB	(24)	(8)	(20)	(52)	(37)
Increase (Decrease) in Compensated Absences	-	-	(4)	(4)	17
Increase (Decrease) in Claims Payable	-	-	-	-	242
Increase (Decrease) in Net Pension Liability	(897)	(260)	(789)	(1,946)	(1,267)
Increase (Decrease) in Deferred Inflows OPEB	43	14	36	93	66
Increase (Decrease) in Deferred Inflows Pensions	729	211	641	1,581	1,029
Total Adjustments	3,439	726	923	5,088	89
Net Cash Provided (Used) by Operating Activities	\$ 3,937	\$ (69)	\$ 1,520	\$ 5,388	\$ 400

There are no noncash investing, capital, and financing activities in the Proprietary Funds.

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2021
(In Thousands)

ASSETS

Cash and Cash Equivalents	\$ 10,209
Receivables:	
Interest Receivable	155
Total Receivables	<u>155</u>
Investments, at Fair Value:	
Fixed Income	62,319
Equities	149,767
Mutual Funds	49,235
Commingled Funds	15,860
Total Investments	<u>277,181</u>
Total Assets	<u><u>287,545</u></u>

**Net Position Restricted
for Pension Benefits**

\$ 287,545

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
For The Year Ended September 30, 2021
(In Thousands)

ADDITIONS

Contributions:	
Employer	\$ 7,154
Plan Members	1,504
State	1,403
Total Contributions	<u>10,061</u>
Investment earnings:	
Net increase (decrease) in fair value of investments	44,945
Interest and dividends	6,412
Total Investment Earnings	<u>51,357</u>
Less Investment Expense ¹	973
Net Investment Earnings	<u>50,384</u>
Other	1,517
Total Additions	<u>61,962</u>

DEDUCTIONS

Benefits	16,844
Administrative Expense	148
Total Deductions	<u>16,992</u>

Change in Net Position	44,970
Net Position - Beginning of Year	<u>242,575</u>
Net Position - End of Year	<u><u>\$ 287,545</u></u>

¹ Investment related expenses include investment advisory, custodial and performance monitoring fees.

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

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CITY OF KISSIMMEE, FLORIDA
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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Kissimmee, Florida (the “City”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant City accounting policies are described below.

A. The Reporting Entity

The City was established pursuant to 65-1775 laws of Florida. The legislative branch of the City is composed of a five (5) member elected Commission, including a city-wide elected mayor. The City Commission is governed by the City Charter, and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate, are in substance, part of the City’s operations. The City has two blended component units, the Community Redevelopment Agency Downtown (the “Downtown CRA”) and the Community Redevelopment Agency Vine Street (the “Vine St CRA”). The CRAs are incremental taxing districts created by City Ordinance #1893, in April of 1993, pursuant to Florida Statute 163.356. The City Commission serves as the governing board, approves the budgets, provides funding and performs all accounting functions for both of the CRAs. The CRA’s services are provided exclusively to the City. The CRAs have been presented as blended component units classified as special revenue funds. The CRAs issue stand-alone statements that can be obtained from the City’s Finance Department. The City has no discretely presented component units. Additionally, the City has three fiduciary component units and they are reported as the City’s pension trust funds. More information on the pension trust funds can be found in Note 8.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. The Statement of Activities demonstrates the degree to which the direct expenses and indirect costs of a given function, or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Indirect expenses* are those costs that are allocated to functions and activities in accordance with the City’s adopted indirect cost allocation plan. The “Expenses” column includes both direct and indirect expenses. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items properly not included among program revenues are reported instead as *general revenues*.

Separate fund financial statements are provided for governmental funds, enterprise funds, internal service funds and the pension trust funds. The pension trust funds are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements. The internal service funds are grouped together and shown alongside the enterprise funds. The internal service funds are combined with the governmental funds to aggregate governmental activities in the government-wide financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

1. Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

2. Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, licenses, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

- The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The *State Grants* fund is a special revenue fund used to account for the revenues and expenditures related to the City's grants from State agencies for various programs and projects.
- The *Community Redevelopment Agency Downtown Fund* is a special revenue fund used to account for operations of the Downtown Community Redevelopment Agency (Downtown CRA). Costs will ultimately be funded with restricted incremental tax increases of property located within the Downtown CRA.
- The *Community Redevelopment Agency Vine Street Fund* is a special revenue fund used to account for operations of the Vine St. Community Redevelopment Agency (Vine St CRA). Costs will ultimately be funded with restricted incremental tax increases of property located within the Vine St CRA.

- The *2016 Revenue Note Debt Service* fund is a debt service fund used to account for the proceeds and refunding payments from the 2016 Refunding Revenue Note.

The City reports the following major enterprise funds:

- The *Stormwater Fund* accounts for the fiscal activities of the City's stormwater operations and maintenance.
- The *Airport Fund* accounts for the fiscal activities of the City's airport operations and maintenance.
- The *Sanitation Fund* accounts for the fiscal activities of the City's solid waste removal service operations.

Additionally, the City reports the following fund types:

- *Special Revenue Funds* account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes.
- *Debt Service Funds* account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
- *Capital Projects Funds* account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays (excluding proprietary fund capital outlays).
- *Internal Service Funds* account for certain activities of the City's centralized services and risk management program. Centralized services include information technology, purchasing, warehouse, garage, building maintenance, and printing. Risk management activities include legal expenses incurred related to activities not specifically covered by City insurance policies and collections of settlements or refunds from related cases.
- *Pension Trust Funds* account for the activities of the City's General Employees', Police Officers', and Firefighters' Pension Plans, which accumulate resources for pension benefit payments to qualified employees.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service funds include the cost of sales and services, administrative expenses, claims expense, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use unrestricted resources first, and then restricted resources, as they are needed for their intended purposes. For unrestricted resources, the City considers that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

D. Budgetary Requirements

The following procedures are used to establish the budgetary data reflected in the financial statements pursuant to Florida Statutes and the City Charter:

- 1) The City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. Work sessions are held to review the proposed budget.
- 2) Public hearings are held to obtain taxpayer comments.
- 3) Prior to October 1, the City Commission conducts the final budget hearing to consider additional public comments and to adopt the final ad valorem millage and final budget.
- 4) Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for the general fund, certain special revenue funds, certain debt service funds, and certain capital projects funds. Budgets are not adopted for the Pension Trust Funds, Police and Firefighters Premium Tax Fund, Section 8 HAPP Fund, Supplementary Care, 2021 Line of Credit debt service, 2010C Capital Project, Lakefront Sales Tax 2009A Capital Project and 2021 Line of Credit capital project funds.
- 5) Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
- 6) The City Manager is authorized to approve transfers between line items other than salary accounts within any department, with all such adjustments reported on a monthly basis to the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Transfers between departments, other transfers between salary account line items and changes in total budget appropriations for a fund must have prior approval of the City Commission. During the current fiscal year, various appropriations were approved in accordance with this policy. Budgeted amounts shown in the financial statements are as originally adopted and as further amended.
- 7) Budget appropriations lapse at year-end. Encumbrances outstanding at year-end are charged against the ensuing year's budget, and thus are not shown in budget to actual presentations and are carried forward.

E. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, certificates of deposit, money market accounts, savings accounts, investments in the State Board of Administration (SBA) Florida PRIME (Florida PRIME), and highly liquid investments (including restricted assets) with a maturity of three months or less when purchased.

F. Investments

Investments are stated at fair value, with the exception of the investments with Florida PRIME, which are reported at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. GASB Statement No. 79 establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The City's investments in the Florida PRIME are similar to money market funds in which units are owned in the fund rather than the underlying investments. There are no limitations or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours.

G. Receivables

Property Taxes Receivable

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The City's millage for the fiscal year 2020-2021 is 4.6253 mills. All real and tangible personal property taxes are due and payable on the levy date of November 1 of each year or as soon thereafter as the assessment roll is certified by the Osceola County Property Appraiser (levy date). Osceola County mails to each property owner on the assessment roll a notice of the taxes due and the County also collects the taxes for the City. Taxes may be paid upon receipt of such notice from the County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January, and one percent (1%) if paid in the month of February.

Taxes paid during the month of March are without discount and all unpaid taxes on real and tangible property become delinquent on April 1 (the lien date) of the year following the year in which taxes were assessed. Procedures for collecting delinquent taxes, including applicable tax certificate sales, are provided for by the Laws of Florida.

Special Assessments Receivable

Special assessments receivable are recorded at the time the related project is completed and are secured by liens on the property benefited. Revenue in governmental funds is deferred until such time it becomes an available, spendable or appropriable resource. Special assessment revenues are recorded in the government-wide and enterprise fund financial statements when earned.

H. Inventories and Prepaids

Inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Prepaids represent payments made to vendors for services that will benefit the City beyond September 30, 2021. These payments are recorded as expenditures or expenses when consumed rather than when purchased.

I. Restricted Assets

Restricted cash and cash equivalents of governmental funds arise from provisions within revenue bonds issued by the City and are so designated on the statement of net position and balance sheets of governmental funds.

J. Capital Assets

Capital assets include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Property, plant, equipment, and intangibles with initial, individual costs that equal or exceed one thousand dollars and estimated useful lives of over one year are recorded as capital assets. Infrastructure is capitalized when the initial costs equal or exceed \$25 and has an estimated useful life of more than one year. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

CITY OF KISSIMMEE, FLORIDA
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Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Infrastructure capital assets are included in improvements other than buildings for financial statement classification.

Intangibles assets are amortized over their useful lives, when the length of their lives is limited by contractual or legal limitations. Buildings, improvements, infrastructure, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	25
Improvements Other than Buildings	4-12
Infrastructure	20-50
Equipment	5-20

K. Bond/Note Issuance Costs

These costs are charged to current expenditures/expenses when bonds are issued.

L. Compensated Absences

City policy allows each employee to accumulate up to three times the accrual rate, ranging from 30 to 60 days of vacation leave. Time accrued beyond that is forfeited unless an exception is granted by the City Manager. The majority of employees utilize their annual accrual of vacation leave during the year accrued. Employees are allowed to accumulate up to 60 days of medical leave. Time accrued beyond that is paid to the employees every year at the rate of one-half their pay rate. The City records compensated absences in governmental funds, only if they have matured, as expenditures for the amount accrued during the year that would normally be liquidated with expendable, available financial resources. The City accrues compensated absences in the period they are earned in the government-wide and enterprise fund financial statements.

M. Total Other Postemployment Benefits (OPEB) Liability

The total OPEB liability of the City's Other Postemployment Benefits Plan (the OPEB Plan) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. This includes for purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB benefits, and OPEB expense. Current payroll costs are used as a basis to allocate deferred elements, total OPEB liability, and OPEB expense. Benefit payments are recognized when due and payable in accordance with the benefit terms. The plan is not administered through a trust.

N. Unearned Revenue

Unearned revenue in the governmental funds represent paving assessment receivables and grant receivables that are measurable, but the revenue was unearned.

O. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. In the statement of net position, the deferred outflow for pensions is an aggregate of items related to pensions and the deferred outflow for

OPEB is an aggregate of items related to OPEB. The deferred outflows related to pensions and OPEB will be recognized as either expense or a reduction in the related liability in future reporting years. Details on the composition of the deferred outflows related to pensions and OPEB are further discussed in the Notes. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the statement of net position, the deferred inflow for pensions is an aggregate of items related to pensions and the deferred inflows for OPEB is an aggregate of items related to OPEB. The deferred inflows related to pensions and OPEB will be recognized as reductions to expense in future reporting years. Details on the composition of the deferred inflows related to pensions and OPEB are further discussed in Notes 8 and 9.

P. Pensions/Net Pension Liability

In the government-wide financial statements and also the proprietary funds statements, net pension liability represents the present value of projected benefit payments to be provided through the cost-sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the pension plan's fiduciary net position. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension plans, and pension expense, information about the fiduciary net position and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Current contributions are used as a basis to allocate deferred elements, net pension liability, and pension expense.

Q. Contributions

Contributions consist primarily of donations from federal and state aid programs. Contributions are recognized when earned or when legal title is transferred to the City for contributed capital assets.

R. Fund Balances

The City classified governmental fund balances as follows:

- Nonspendable Fund Balance - represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.
- Restricted Fund Balance - consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.
- Committed Fund Balance - self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the City Commission, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint. The City Commission can establish, modify or rescind committed fund balance through the formal approval of an ordinance.
- Assigned Fund Balance - amounts that are subject to a purpose constraint that represents an intended use established by the City Commission or by their designated body or official. The City Manager was appointed with the authority to assign fund balance through the City Commission's approval of the City's fund balance policy. Formal action is *not* necessary to impose, remove, or modify a constraint in assigned fund balance. Additionally, this category is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget.

- Unassigned Fund Balance - represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications of the General Fund. Unassigned fund balances may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes. Currently, the Victim of Crime Act, Neighborhood Stabilization and HOME, and Community Development Block Grant have negative unassigned fund balances.

S. Net Position Restricted by Enabling Legislation

In the government-wide financial statements, governmental activities report restricted net position of \$40,052, of which management has determined \$4,714 for building code enforcement is restricted by enabling legislation.

T. Tax Abatements

GASB Statement No. 77, *Tax Abatement Disclosures*, requires disclosure of tax abatement information about the City's tax abatement agreements and those entered by other governments that would reduce the City's tax revenues. The City has evaluated this statement and has determined no agreements meet the criteria to be disclosed.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits

Deposits consist of demand accounts (interest and non-interest bearing). All deposits with financial institutions were 100% insured by Federal depository insurance or by collateral pursuant to the Public Depository Security Act of the State of Florida. The bank balance of demand accounts was \$18,712. The carrying amount of the demand deposits, cash with fiscal agent, and cash on hand at September 30, 2021 was \$18,793 due to timing of transactions.

Investments

The City's investment policy is governed by local resolution and bond covenants. Allowable investments include: the SBA Florida PRIME; negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full faith and credit agencies; repurchase agreements; bankers' acceptances; commercial paper; state and/or local government taxable and tax-exempt debt; and fixed income mutual funds. In addition, the City's retirement plans may invest in corporate bonds and stocks as well as limited partnerships.

The City categorizes the fair value measurements of its investments based on the hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*. The hierarchy has three levels based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. GASB 72 allows for the use of quoted prices provided by third parties. The City uses quoted prices provided by its third-party custodians for its pension trust funds.

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The following is a summary of the City's pooled investments at September 30, 2021. The valuation method for investments measured at the net asset value (NAV) per share (or its equivalent) is also presented.

		Weighted Average	
<u>Measured using the net asset value:</u>	Fair Value	Maturity (Yrs)	Credit Rating
FLGIT Short Term Bond Fund	\$ 21,916	2.10	Fitch AA+/S1
FL FIT Enhanced Cash Pool	438	.95 *	Fitch AA+/S1
FL FIT Select Pool	32,068	94 days	Fitch AA+/S1
Total fair value investments	54,422		
<u>Measured at amortized cost:</u>			
Florida PRIME	22,024	49 days	S&P AA+
Total City investments	\$ 76,446		

	Fair Value	Unfunded Commitments
<u>Investments measured at NAV</u>		
FLGIT Short Term Bond Fund	\$ 21,916	\$ -
FL FIT Enhanced Cash Pool	438	-
FL FIT Select Pool	32,068	-

* Weighted average life in years

For investments in the FL FIT, there is no limitation or restriction on participant withdrawals, and the Trust has not put in place a redemption gate. The FL FIT Enhanced Cash investments consist of money market mutual funds, FDIC deposits, U.S. treasury bonds, U.S. government agency bonds, commercial paper, and corporate bonds. The FL FIT Select Pool investments consist primarily of CMOs, government agency and U.S. treasury bonds, corporate bonds, and money market and FDIC insured deposits. Fair value of the investments is determined daily for calculation of the pool participants' net asset value.

For investments in the FLGIT Short Term Bond Fund, there is no limitation or restriction on participant withdrawals, and there is no redemption gate in place. The FLGIT investments consist primarily of U.S. treasury notes, U.S. Government agency notes, asset-backed securities, corporate bonds, and municipal bonds.

The following is a summary of the City's Pension Trust Funds at September 30, 2021.

	General Employees' Pension			Police Officers' Pension		Firefighters' Pension	
	Quoted Prices	Observ Input	Unobserv Input	Quoted Prices	Observ Input	Quoted Prices	Observ Input
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 1	Level 2
Fixed Income	\$ 14,909	\$ 25,103	\$ -	\$ -	\$ 17,861	\$ -	\$ 3,569
Equities	94,020	-	-	13,446	19,717	13,748	11,134
Mutual Funds	-	9,654	-	14,904	-	17,519	-
Commingled Funds & Real Estate	-	-	7,158	4,130	7,905	-	2,404
Total Investments	\$ 108,929	\$ 34,757	\$ 7,158	\$ 32,480	\$ 45,483	\$ 31,267	\$ 17,107
Money Market	3,202			6,524		483	
Total Investment Fair Values	\$ 154,046			\$ 84,487		\$ 48,857	

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As mentioned previously, for the City's pension trust fund investments, quoted prices provided by its third-party custodians are used. Debt securities classified in Level 2 are valued using a matrix pricing model. Real estate investments in Level 3 are valued using discounted cash flow techniques.

Interest Rate Risk - To mitigate interest rate risk, the City's investment policy requires that the investment portfolio structure maturities to meet the City's cash needs for ongoing operations and that operating funds be invested primarily in short-term securities. Of the City's investments outstanding at year-end, all of them have maturities less than three years. The City's policy requires that investments have maturities that match known cash needs and anticipated cash-flow requirements.

For the City's General Employees' Pension investments, the weighted average maturity (in years) for Eaton Vance is 4.47, Pimco Diversified Fund (PDIIIX) is 9.27, and Vanguard Inflation Protected (VAIPX) is 7.90. For the City's Police Officers' Pension investments, the weighted average maturity (in years) for Galliard Intermediate Core is 4.49, Pimco Diversified Fund (PDIIIX) is 9.27, and Vanguard Inflation Protected (VAIPX) is 7.90. For the City's Firefighters' Pension investments, the weighted average maturity (in years) for their collective portfolio is 8.62.

Credit Risk – To mitigate credit risk, the City's investment policy limits the minimum credit quality rating of investments, as rated by nationally recognized statistical rating organizations (NRSROs). The City primarily invests in U.S. government securities, mutual funds, corporate stocks, corporate bonds, and overnight repurchase agreements. Money market accounts are held with qualified public depositories who meet the State of Florida requirements.

Custodial Risk – To mitigate custodial risk, broker/dealers must meet established capital requirements as set forth by the Securities Exchange Commission, be registered in the State of Florida, provide proof of registration, complete a broker/dealer questionnaire, certify understanding of the City's investment policy, and provide a copy of the most recent audit report. The City's investment policy does not place any limits on the amount allowed to be held by counterparties.

Concentration of Credit Risk – The City's investment policy requires that investments be diversified by security type and institution. No more than 50% of the City's funds will be invested with the same issuer, dealer or banking institution and no more than 20% of the City's funds will be invested beyond five years in any security with the same maturity date.

A reconciliation of the City's cash and investments to the financial statements is as follows:

	City
Cash in Bank and On Hand	\$ 18,793
Investments	76,446
	<u>95,239</u>
<u>Financial Statements:</u>	
Cash and Cash Equivalents	55,187
Restricted Cash and Investments	40,052
	<u>\$ 95,239</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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NOTE 3 – RECEIVABLES

The following is a detail listing of receivables for the City's individual major funds and the aggregate of nonmajor funds at September 30, 2021. Special assessment receivables are secured by liens placed on benefited properties at the time of the original assessment.

Description	General	Stormwater	Airport	Sanitation	Nonmajor and Internal		Total
					Service Funds	Pension Funds	
Accounts	\$ 7,466	\$ 401	\$ 254	\$ 545	\$ 16	\$ -	\$ 8,682
Interest	-	-	-	-	-	155	155
Special assessments	28	-	-	-	-	-	28
	7,494	401	254	545	16	155	8,865
Less: Allowance for uncollectibles	(4,816)	-	-	-	-	-	(4,816)
	<u>\$ 2,678</u>	<u>\$ 401</u>	<u>\$ 254</u>	<u>\$ 545</u>	<u>\$ 16</u>	<u>\$ 155</u>	<u>\$ 4,049</u>

NOTE 4 – INTERFUND ACCOUNTS

Individual interfund receivables, payables and transfers with a description of their purpose at September 30, 2021 are:

	<u>Due From</u>	<u>Due To</u>	<u>Purpose</u>
General Fund	\$ 2,680	\$ -	To cover negative pooled cash position of funds
State Grants	-	1,173	To cover negative pooled cash position of funds
Airport	-	1,590	Transfer for project expenditures
Nonmajor Funds:			
Special Revenue Funds	-	377	To cover negative pooled cash position of funds
Capital Projects Funds	460	-	Transfer for hanger expenditures
	<u>\$ 3,140</u>	<u>\$ 3,140</u>	
	<u>Transfer In</u>	<u>Transfers Out</u>	<u>Purpose</u>
General Fund	\$ 1,519	\$ 2,945	Transfer to cover debt service payments
State Grants	63	50	Transfer for grant project expenditures and match
CRA Downtown	909	814	Transfer to cover debt service and tax increment funds
CRA Vine Street	476	-	Transfer for tax increment funds
2016 Revenue Note Debt Service	2,965	-	Transfer to cover debt service payments
Stormwater	-	294	Transfer to General Fund for PILOT
Airport	35	2	
Sanitation	-	297	Transfer to General Fund for PILOT
Nonmajor Funds:			
Special Revenue Funds	1,152	6,663	Transfer for grant match funding and debt service
Debt Service Funds	3,917	-	Transfer to cover debt service payments
Internal Service Funds	29	-	Building and software costs
	<u>\$ 11,065</u>	<u>\$ 11,065</u>	

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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NOTE 5 – CAPITAL ASSETS

A. Changes in Capital Assets

The following tables show the changes in capital assets by governmental activities and business-type activities. Also shown is a summary of depreciation and amortization expense by function:

Governmental Activities	Balance 10/01/2020	Increases	Decreases	Balance 9/30/2021
Capital Assets, Not Being Depreciated:				
Land	\$ 44,082	\$ 1,775	\$ -	\$ 45,857
Construction In Progress	44,245	5,900	(2,508)	47,637
Total Capital Assets, Not Being Depreciated	88,327	7,675	(2,508)	93,494
Capital Assets, Being Depreciated:				
Buildings				
Charter School	1,464	-	-	1,464
Other City	17,061	-	-	17,061
Improvements other than buildings				
Charter School	183	-	-	183
Other City	201,598	3,134	(37)	204,695
Parking Capacity				
Other City	15,502	-	-	15,502
Software				
Charter School	59	-	-	59
Other City	2,182	117	(14)	2,285
Equipment				
Charter School	1,116	28	-	1,144
Other City	34,621	5,881	(1,861)	38,641
Total Capital Assets Being Depreciated	273,786	9,160	(1,912)	281,034
Less Accumulated Depreciation For:				
Buildings				
Charter School	(600)	(85)	-	(685)
Other City	(8,825)	(511)	-	(9,336)
Improvements other than buildings				
Charter School	(124)	(9)	-	(133)
Other City	(52,574)	(5,206)	9	(57,771)
Parking Capacity				
Other City	(13,503)	(1,239)	-	(14,742)
Software				
Charter School	(56)	(3)	-	(59)
Other City	(1,246)	(17)	6	(1,257)
Equipment				
Charter School	(1,007)	(38)	-	(1,045)
Other City	(24,275)	(2,907)	1,675	(25,507)
Total Accumulated Depreciation	(102,210)	(10,015)	1,690	(110,535)
Total Capital Assets, Being Depreciated, Net	171,576	(855)	(222)	170,499
Governmental Activities Capital Assets, Net	\$ 259,903	\$ 6,820	\$ (2,730)	\$ 263,993

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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Business-type Activities	Balance 10/01/2020	Increases	Decreases	Balance 9/30/2021
<u>Stormwater Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,583	\$ -	\$ -	\$ 1,583
Construction In Progress	324	145	-	469
Total Capital Assets, Not Being Depreciated:	1,907	145	-	2,052
Capital Assets, Being Depreciated/Amortized:				
Buildings	509	-	-	509
Improvements other than Buildings	30,067	175	-	30,242
Software	57	-	-	57
Equipment	6,289	928	(633)	6,584
Total Capital Assets Being Depreciated	36,922	1,103	(633)	37,392
Less Accumulated Depreciation For:				
Buildings	(386)	(20)	-	(406)
Improvements other than Buildings	(7,010)	(729)	-	(7,739)
Software	(17)	(3)	-	(20)
Equipment	(3,929)	(653)	630	(3,952)
Total Accumulated Depreciation	(11,342)	(1,405)	630	(12,117)
Total Capital Assets, Being Depreciated, Net	25,580	(302)	(3)	25,275
Stormwater Fund Capital Assets, Net	<u>\$ 27,487</u>	<u>\$ (157)</u>	<u>\$ (3)</u>	<u>\$ 27,327</u>
<u>Airport Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 309	\$ -	\$ -	\$ 309
Construction In Progress	2,831	448	-	3,279
Total Capital Assets, Not Being Depreciated	3,140	448	-	3,588
Capital Assets, Being Depreciated/Amortized:				
Buildings	11,160	1,590	-	12,750
Improvements other than Buildings	16,011	689	-	16,700
Software	272	-	-	272
Equipment	804	20	(15)	809
Total Capital Assets Being Depreciated	28,247	2,299	(15)	30,531
Less Accumulated Depreciation For:				
Buildings	(7,263) 	(323)	-	(7,586)
Improvements other than Buildings	(3,470) 	(402)	-	(3,872)
Software	(86) 	(5)	-	(91)
Equipment	(671) 	(29)	15	(685)
Total Accumulated Depreciation	(11,490)	(759)	15	(12,234)
Total Capital Assets, Being Depreciated, Net	16,757	1,540	-	18,297
Airport Fund Capital Assets, Net	<u>\$ 19,897</u>	<u>\$ 1,988</u>	<u>\$ -</u>	<u>\$ 21,885</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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	Balance 10/01/2020	Increases	Decreases	Balance 9/30/2021
<u>Sanitation Fund</u>				
Capital Assets, Not Being Depreciated:				
Construction In Progress	\$ -	\$ -	\$ -	\$ -
Total Capital Assets, Not Being Depreciated	-	-	-	-
Capital Assets, Being Depreciated:				
Buildings	\$ 407	\$ -	\$ -	\$ 407
Improvements other than Buildings	205	-	-	205
Equipment	4,679	1,347	(369)	5,657
Total Capital Assets Being Depreciated	5,291	1,347	(369)	6,269
Less Accumulated Depreciation For:				
Buildings	(314)	(16)	-	(330)
Improvements other than Buildings	(89)	(28)	-	(117)
Equipment	(2,980)	(590)	224	(3,346)
Total Accumulated Depreciation	(3,383)	(634)	224	(3,793)
Total Capital Assets, Being Depreciated, Net	1,908	713	(145)	2,476
Sanitation Fund Capital Assets, Net	\$ 1,908	\$ 713	\$ (145)	\$ 2,476
<u>Total Business-type Activities</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,892	\$ -	\$ -	\$ 1,892
Construction In Progress	3,155	593	-	3,748
Total Capital Assets, Not Being Depreciated	5,047	593	-	5,640
Capital Assets, Being Depreciated/Amortized:				
Buildings	12,076	1,590	-	13,666
Improvements other than Buildings	46,283	864	-	47,147
Software	329	-	-	329
Equipment	11,772	2,295	(1,017)	13,050
Total Capital Assets Being Depreciated	70,460	4,749	(1,017)	74,192
Less Accumulated Depreciation For:				
Buildings	(7,963)	(359)	-	(8,322)
Improvements other than Buildings	(10,569)	(1,159)	-	(11,728)
Software	(103)	(8)	-	(111)
Equipment	(7,580)	(1,272)	869	(7,983)
Total Accumulated Depreciation	(26,215)	(2,798)	869	(28,144)
Total Capital Assets, Being Depreciated, Net	44,245	1,951	(148)	46,048
Total Business-type Activities, Net	\$ 49,292	\$ 2,544	\$ (148)	\$ 51,688

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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Governmental Activities:

Depreciation and Amortization Expense By Function

General Government	\$	2,493
Public Safety		2,334
Transportation		2,648
Culture/Recreation		1,863
Capital assets held by the City's internal service funds are charged to the various functions based on their usage of the assets		677
Total Governmental Activities Depreciation and Amortization	\$	<u>10,015</u>

Business-type Activities:

Depreciation Expense By Function

Stormwater	\$	1,405
Airport		759
Sanitation		634
	\$	<u>2,798</u>

B. Net Capital Assets

The following is a summary of net capital assets as shown on the government-wide statement of net position:

	Governmental	Business-type	
	Activities	Activities	Total
Land	\$ 45,857	\$ 1,892	\$ 47,749
Buildings	18,525	13,666	32,191
Improvements other than Buildings	204,878	47,147	252,025
Parking Capacity	15,502	-	15,502
Software	2,344	329	2,673
Equipment	39,785	13,050	52,835
Construction in Progress	<u>47,637</u>	<u>3,748</u>	<u>51,385</u>
	374,528	79,832	454,360
Less: Accumulated Depreciation	<u>(110,535)</u>	<u>(28,144)</u>	<u>(138,679)</u>
Capital Assets, net	<u>\$ 263,993</u>	<u>\$ 51,688</u>	<u>\$ 315,681</u>

C. Construction Commitments

The following is a schedule of significant capital construction projects with remaining commitment amounts of greater than \$1 million as of September 30, 2021:

Projects	Spent-to-Date	Remaining Commitment
ROW Acquisitions for JYP @ Oak St Intersection	\$ 1,784	\$ 1,283
Mill Slough Restoration	-	1,476
Permitting Service Center	469	1,958
Berlinsky Community House	-	2,000
Hoagland Boulevard: US 192/Carroll	-	2,500
Total	<u>\$ 2,253</u>	<u>\$ 9,217</u>

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NOTE 6 – INCOME FROM LEASED PROPERTY

The City is the lessor on various leases at the Airport. Assets available for lease consist primarily of land, land improvements and buildings. As of September 30, 2021, the book value of assets in these categories is \$13,059 with accumulated depreciation of \$7,586. The following is a schedule of minimum future lease income on noncancelable operating leases:

Year	Amount
2022	\$ 637
2023	608
2024	611
2025	613
2026	620
After 2026	628
Total minimum lease income	<u>\$ 3,717</u>

Total income on noncancelable operating leases for the year ended September 30, 2021 was \$741.

NOTE 7 – LONG-TERM LIABILITIES

A. Schedule of Changes in Long-term Liabilities

The City's outstanding long-term liabilities includes revenue bonds payable, notes from direct borrowings and direct placements, capital leases payable, claims payable, net pension liability, other postemployment benefits, and compensated absences. The following is a schedule of changes in the City's long-term liabilities for the fiscal year ended September 30, 2021:

	Balance			Balance	Due Within	Long-term
	10/01/20	Additions	Reductions	9/30/21	One Year	Portion
Governmental Activities:						
Notes from Direct Borrowings and						
Direct Placements	\$ 38,975	\$ 16,350	\$ (19,340)	\$ 35,985	\$ 3,100	\$ 32,885
Revenue Bonds	37,708	-	(1,352)	36,356	1,403	34,953
Bond Premium	4,194	-	(161)	4,033	-	4,033
subtotal Revenue Bonds	41,902	-	(1,513)	40,389	1,403	38,986
Capital Lease Payable	92	3,904	(627)	3,369	631	2,738
Claims Payable	4,510	9,300	(9,058)	4,752	2,375	2,377
Net Pension Liability	38,188	474	(17,631)	21,031	-	21,031
Other Postemployment Benefits	7,104	-	(570)	6,534	266	6,268
Compensated Absences	2,587	2,825	(2,750)	2,662	532	2,130
Governmental Activity						
Long-term Liabilities	<u>\$ 133,358</u>	<u>\$ 32,853</u>	<u>\$ (51,489)</u>	<u>\$ 114,722</u>	<u>\$ 8,307</u>	<u>\$ 106,415</u>
Business-type Activities:						
Net Pension Liability	\$ 2,832	\$ -	\$ (1,946)	\$ 886	\$ -	\$ 886
Other Postemployment Benefits	762	-	(52)	710	-	710
Compensated Absences	212	361	(365)	208	42	166
Business-type Activity						
Long-term Liabilities	<u>\$ 3,806</u>	<u>\$ 361</u>	<u>\$ (2,363)</u>	<u>\$ 1,804</u>	<u>\$ 42</u>	<u>\$ 1,762</u>

Governmental activities' compensated absences, net pension liability and other postemployment benefits liability will be liquidated in future periods primarily by the General Fund and Central Services Fund.

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B. Debt Service Requirements

The following are the debt service requirements to maturity on the City's outstanding revenue bonds and notes payable:

Governmental Activities:	Notes from Direct		Revenue Bonds		Total
	Borrowings and Placements				
Fiscal Year	Principal	Interest	Principal	Interest	
2022	\$ 3,100	\$ 839	\$ 1,403	\$ 1,575	\$ 6,917
2023	3,210	483	1,430	1,505	6,628
2024	2,385	385	820	1,476	5,066
2025	2,475	313	855	1,443	5,086
2026	17,400	239	890	1,409	19,938
2027-2031	5,430	716	3,895	6,621	16,662
2032-2036	1,985	115	7,943	5,348	15,391
2037-2041	-	-	9,650	3,645	13,295
2042-2046	-	-	9,470	1,157	10,627
Total	\$ 35,985	\$ 3,090	\$ 36,356	\$ 24,179	\$ 99,610

C. Debt Defeasance and Refundings

The City refunds and/or defeases long-term debt primarily to reduce debt service requirements. Since U.S government securities are held in escrow for the payment of principal and interest on these bonds, they are not liabilities to the City and are not included in the City's financial statements. As of September 30, 2021, the City has no outstanding bonds issued by the City, which were funded in previous years by the placement of assets in an irrevocable trust to be used for satisfying debt service requirements. During the fiscal year, the City refinanced the 2017 commercial paper loan with the issuance of the 2021 commercial paper loan in the amount of \$16,350 to extend the final maturity on the loan. There was no material savings/loss on the refinancing.

D. Capital Leases

The City has capital leases outstanding at year-end. The gross cost of the equipment acquired with capital lease proceeds is \$7,127 for governmental activities. The following is a summary schedule of these capital lease obligations and their net present value.

Year Ending September 30	Governmental Activities
2022	\$ 631
2023	631
2024	631
2025	631
2026	581
2027 - 2031	525
Total minimum lease payments	3,630
Less: amount representing interest	(261)
Present value of minimum lease payments	<u>\$ 3,369</u>

E. Bonds and Notes Outstanding

				Total	Future Pledged	Current	Current
	Revenue	Amount	Principal	Pledged	Revenue Over	Year	Year
Governmental Activities:	Pledged	Issued	Outstanding	Revenue (1)	Debt Service	Debt Svc	Total
					Required (2)	Paid	Revenue
Notes from Direct Borrowings and Direct Placements:							
2010A Capital Improvement Refunding Note	Local option sales tax	\$ 9,500	\$ 1,785	\$ 1,870	9.9%	\$ 845	\$ 8,555
Maturity: 2023, Interest Rate: 2.61%							
Purpose: Refunding 2005 Series Note							
2010B Capital Improvement Revenue Note	Local option sales tax	8,000	2,790	2,988	7.5%	645	8,555
Maturity: 2025, Interest Rate: 2.79%							
Purpose: Road Improvements							
2010C Capital Improvement Revenue Note	N/A	4,000	2,340	2,671	N/A	210	N/A
Maturity: 2030, Interest Rate: 2.69%							
Purpose: Road Improvements							
2021 Commercial Paper Note	N/A	16,350	16,350	16,612	N/A	-	N/A
Maturity: 2026, Interest Rate: 1.60%							
Purpose: Various							
2011B Capital Improvement Refunding Note	Local option sales tax	9,140	2,900	3,154	8.0%	680	8,555
Maturity: 2025, Interest Rate: 2.86%							
Purpose: Road Improvements							
2014A Capital Improvement Revenue Note	Local option sales tax	9,600	7,115	8,655	4.8%	410	8,555
Maturity: 2034, Interest Rate: 2.86%							
Purpose: Lakefront Park and Road Improvements							
2015B CRA Refunding Revenue Note	N/A	3,820	2,705	N/A	N/A	200	N/A
Maturity: 2030, Interest Rate: 2.81%							
Purpose: Refund 2009 CRA Note							
Total Revenue Notes			35,985				

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<u>Governmental Activities:</u>	<u>Revenue Pledged</u>	<u>Amount Issued</u>	<u>Principal Outstanding</u>	<u>Total Pledged Revenue (1)</u>	<u>Future Pledged Revenue Over Debt Service Required (2)</u>	<u>Current Year Debt Srvc Paid</u>	<u>Current Year Total Revenue</u>
Revenue Bonds:							
2016 Capital Improvement Revenue Bonds Maturity: 2045, Interest Rate: 4.803% Purpose: Capital Improvements and Refunding	1/2 Cent Sales Tax, Public Serv & Comm Taxes	\$ 42,930	\$ 36,328	\$ 60,508	10.4%	\$ 1,325	\$ 12,692
Excise Tax Revenue Bonds, Series 1982 Maturity: 2022, Interest Rate: 5.00% Purpose: Refunding	Occupational License Tax	500	<u>28</u>	29	9.2%	25	286
	Total Revenue Bonds		<u>36,356</u>				
Total Revenue Notes and Bonds - Governmental Activities			<u>\$ 72,341</u>				

(1) Total pledged revenue is the total outstanding principal and interest.

(2) Future pledged revenue over debt service required is calculated using the current year total revenues for the remaining years of debt service.

The City's revenue bonds and notes from direct borrowings and direct placements contain remedies for events of default that are dependent upon judicial actions that may be limited. For most of the City's debt, in the event a default is longer than 30 days after notice to the City, the registered owners of not less than 25% in aggregate principal of the individual outstanding debt instruments shall be entitled to the appointment of a receiver of the pledged revenues. The receiver shall be entitled to take possession of various funds and accounts established by the City upon issuance of that debt, and shall collect all pledged revenues to apply towards satisfaction of the outstanding principal and interest.

In the event of default under the City's line of credit, the bank shall have the right to declare all outstanding loan balances immediately due and payable or take legal action as necessary to collect the amounts then due.

NOTE 8 – EMPLOYEE RETIREMENT SYSTEMS

The City administers three public employee retirement systems for all full-time employees. The employees of the Tohopekalgia Water Authority (TWA) also participate in the general employees' retirement plan.

Actuarial studies were conducted on all three plans as of October 1, 2021. None of the three plans issue audited GAAP-basis stand-alone reports. All required disclosures and financial data are contained in the City's Annual Comprehensive Financial Report.

A. Description of Plans

The City administers the general employees', municipal police officers', and municipal firefighters' retirement plans. The general employees' retirement plan is a multi-employer cost sharing defined benefit plan while the municipal police officers' and municipal firefighters' retirement plans are both single employer defined benefit plans. All three plans are established by ordinance pursuant to Florida Statutes. These plans provide retirement, disability, and death benefits to plan members and their beneficiaries. All three plans may be amended by ordinances adopted by the City Commission for benefits, funding policies, contribution requirements, investment policies and other plan administration changes. However, the City must adhere to the restrictions and limitations set forth in Florida Statutes for the police officers' and firefighters' pension plans.

Each plan has a board of trustees that is responsible for the proper operation of the plan. The general employees' board consists of seven trustees, two of whom shall be appointed by the City Manager, two of whom shall be members of the system and who shall be elected by a majority of the general employees who are employed by the City and who are members of the system, one of whom shall be appointed by the TWA executive director and one of whom shall be a member of the system and elected by a majority of the general employees who are employed by TWA and who are members of the system. The seventh trustee shall be chosen by a majority of the previous six.

The police officers' and firefighters' boards consist of five trustees each, two of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the City Commission and two of whom shall be members of the system, who shall be elected by a majority of the police officers/firefighters who are members of the system. The fifth trustee shall be selected by a majority of the previous four trustees, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee.

B. Summary of Significant Accounting Policies

Basis of Accounting – The pension trust fund financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due and the employer has made a formal commitment to provide the contribution (i.e., the annual budget process). Benefits and refunds are recognized when due and payable in accordance with the terms of each plan. Costs of administering the plans are charged to the pension trust fund and factored into the City's contribution rate. Total net position in all three pension trust funds are held in trust for plan benefits.

Method Used to Value Investments – Investments are reported at fair value. Short-term investments are reported at amortized cost. Each pension plan board of trustees has the authority to establish and amend its investment policy. There were no investments in any one organization that represent 5 percent or more of plan total assets in any of the pension trust funds.

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C. Membership and Contribution Information

Membership of each plan consisted of the following at October 1, 2020, the date of the latest actuarial valuations:

	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	333	128	75
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	117	26	27
Active Plan Members	439	132	95
Total	889	286	197

The City's contributions to the plans are actuarially determined and during fiscal year ended September 30, 2021 the City contributed \$3,311 to the General Employees Plan, \$2,548 to the Police Officers Plan, and \$2,698 to the Firefighters Plan. For the fiscal year ended September 30, 2021, the following plan provisions are listed below:

	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Required Plan Member Contribution	3.69% Tier 1 7.50% Tier 2	3.70% ¹	1.00% ²
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	Level Dollar, closed	Level % of pay, closed	Level % of pay, closed
Remaining Amortization Period	11 Years	26 Years	26 Years
Asset Valuation Method	20% of the difference between FMV and expected actuarial value	4 yr geometric average of market value returns	5 yr smooth mkt
Actuarial Assumptions:			
Investment rate of return	7.00%	7.20%	7.20%
Projected salary increases	3.40% to 6.50%	Service based	Service based
Post retirement benefit increases	3.00%	3.50%	3.50%
Inflation and payroll growth	2.25%	2.5%, 0%	2.7%, 0%
Cost-of-living adjustments	None	1% per year age 55 to 65	None

¹ 5.00% for Members hired after May 6, 2014

² 3.00% for Members hired after December 31, 2012

D. Benefits Provided

General Employees'

Retirement Age

Normal: A member may retire following age 60 with 10 years of credited service.

Early: A member may elect to retire early upon the attainment of age 55 with 10 years of credited service.

Retirement Benefits

Normal: Tier 1 Members: 2.8% of Average Final Compensation (AFC) multiplied by years of credited service up to a maximum of 30 years. Tier 2 Members: 3% of AFC multiplied by years of credited service up to a maximum of 30 years.

Early: The normal retirement benefit is reduced by 2% for each year before normal retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service—return of employee contributions. five years or more receive vested portion of accrued pension payable at age 60 or earlier, if contributions are left in the fund, or refund of contributions with interest, when applicable. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	40
7	55
8	70
9	85
10	100

Disability

Any member with two or more years of service is eligible for service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 42% of AFC. Any member with two or more years of service is eligible for a non-service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 25% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 60 months, but no more than five years from the date of eligibility. The DROP balance as of September 30, 2021 is \$2,335.

Police Officers'

Retirement Age

Normal: Earlier of 1) Age 50 with 10 years of credited service or 2) the attainment of 25 years of credited service, regardless of age.

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Early: Age 40 and 10 years of credited service. Age 40 with 15 years of credited service for members hired after May 6, 2014.

Retirement Benefits

Normal: 3.5% of the AFC for each year of service subject to a maximum of 100% of AFC. For members hired after May 6, 2014, 3% of AFC for each year of service subject to a maximum of 100% of AFC.

Early: Same as normal except reduced actuarially from Normal Retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service-return of employee contributions with 4.5% interest. Five years or more receive vested portion of accrued pension payable at age 50 or earlier, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Members' hired after May 6, 2014 are 100% vested upon the completion of 10 years of credited service.

Disability

All members are eligible for line of duty benefit; five years of credited service is needed for non-line of duty. Accrued pension benefit with a minimum of 42% of AFC if line of duty or 25% if non-line of duty. Under certain conditions, the minimum line of duty benefit is 80% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment (COLA)

Each retiree, beneficiary and disability retiree will receive a 1% increase in benefits each year on October 1st from age 55 to age 65. Member who retire prior to normal retirement date are not eligible for COLA.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP balance as of September 30, 2021 is \$861.

Firefighters'

Retirement Age

Normal: Earlier of 1) age 55 with 10 years of credited service, 2) age 52 with 25 years credited service or 3) the attainment of 30 years of credited service, regardless of age. For members hired prior to January 1, 2013, the normal retirement date is the earlier of 1) age 50 and 10 years of credited service and 2) the completion of 25 years of credited service, regardless of age.

Early: Age 50 and 10 years of credited service. Age 40 with 10 years of credited service for members hired prior to January 1, 2013.

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Retirement Benefits

Normal: 3% of the AFC for each year of service, up to 30 years, and 2% for each year in excess of 30 years, subject to a maximum of 100% of AFC. Members hired prior to January 1, 2013, 3.23% of AFC for the first 30 years of credited service.

Early: Same as normal, reduced 3% per year for commencement within five years and reduced actuarially for commencement of benefits more than five years prior to the normal retirement date.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than 10 years of credited service-return of employee contributions with 4.5% interest. 10 years or more receive vested portion of accrued pension payable at age 50 or later, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Disability

All members are eligible for service connected disability benefits; five years of credited service is needed for non-service. Accrued pension benefit with a minimum of 42% of AFC if service connected or 25% if non-service connected.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 96 months, but no more than eight years from the date of eligibility. The DROP balance as of September 30, 2021 is \$835.

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E. Net Pension Liability of the Sponsor

The components of the net pension liability of the sponsor as of September 30, 2021 were as follows:

	Pension Plans		
	General* Employees'	Police Officers'	Firefighters'
Total Pension Liability	\$ 160,372	\$ 90,721	\$ 60,326
Plan Fiduciary Net Position	154,141	84,534	48,871
Sponsor's Net Pension Liability	6,231	6,187	11,455
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	96.11%	93.18%	81.01%

* Information shown above is for the City and Toho combined

The total pension liability for all plans was determined by an actuarial valuation as of October 1, 2021 using the following actuarial assumption applied to all measurement periods.

	General Employees'	Police Officers'	Firefighters'
Inflation	2.25%	2.50%	2.70%
Salary Increases	3.40% to 6.50%	Service based	Service based
Investment Rate of Return	7.00%	7.20%	7.20%

Mortality rates for the General Employees' Fund were based on the PUB-2010 Mortality Table, projected to all future years after 2010 using scale MP-2018. Mortality rates for the Police Officers' and Firefighters' Funds were based on the PubG.H-2010 and PubS.H-2010 mortality tables, projected generationally with mortality improvement scale MP-2018.

Long-term Expected Rate of Return – The long-term expected rate of return on all pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflations) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocations as of September 30, 2021 are summarized in the following table:

Asset Class	Pension Plans					
	General Employees'		Police Officers'		Firefighters'	
	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	45%	7.5%	-	-	38%	8.3%
International Equity	15%	8.5%	15%	8.5%	15%	4.1%
All Cap Value Equity	-	-	20%	7.5%	-	-
Broad Growth Equity	-	-	20%	7.5%	-	-
Domestic Fixed	20%	2.5%	-	-	-	-
Broad Market Fixed	-	-	25%	2.5%	-	-
Global Fixed	10%	6.2%	-	-	-	-
Real Estate	10%	4.5%	10%	4.5%	5%	5.5%
Private Equity	-	-	5%	8.5%	-	-
Global Bond	-	-	5%	3.5%	-	-
Bonds	-	-	-	-	16%	3.1%
Convertibles	-	-	-	-	10%	7.8%
REITs	-	-	-	-	5%	8.2%
Infrastructure	-	-	-	-	6%	7.0%
Hedge Fund	-	-	-	-	5%	3.7%

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Rate of Return – The following is a schedule for the annual money-weighted rate of return on Pension Plan investments, net of plan investment expense as of September 30, 2021:

Fiscal Year 2021	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Annual Money-Weighted Rate of Return			
Net of Investment Expense	22.21%	20.17%	20.18%

Discount Rate – The discount rate used to measure the total General Employees' pension liability was 7.00%, the total Police Officers' pension liability was 7.20%, and the total Firefighters' pension liability was 7.20%. In the development of a single discount rate for the General Employees' pension liability, a long-term municipal bond rate of 2.19% was used based on the Fidelity 20-Year Municipal GO Bond Index.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and the sponsor contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability as shown in the table below.

Sponsor's Net Pension Liability	1% Decrease	Current Discount Rate	1% Increase
	6.00%	7.00%	8.00%
General Employees' Fund City and Toho	\$ 25,285	\$ 6,231	\$ (9,761)
General Employees' Fund City only	17,348	4,275	(6,697)

Sponsor's Net Pension Liability	1% Decrease	Current Discount Rate	1% Increase
	6.20%	7.20%	8.20%
Police Officers' Fund	\$ 17,411	\$ 6,187	\$ (3,092)

Sponsor's Net Pension Liability	1% Decrease	Current Discount Rate	1% Increase
	6.20%	7.20%	8.20%
Firefighters' Fund	\$ 18,902	\$ 11,455	\$ 5,295

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Changes in Net Pension Liability			
	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>
Total pension liability			
Service Cost	\$ 2,074	\$ 1,902	\$ 1,174
Interest	7,606	6,101	4,171
Change in Excess State Money	-	-	-
Share Plan Allocation	-	-	-
Changes of Benefit Terms	-	-	-
Difference Between Actual & Expected Experience	(106)	2,364	1,103
Change in Employer's Proportion	2,047	-	-
Changes of Assumptions	970	1,985	2,589
Contributions - Buy Back	-	-	-
Benefit Payments	(5,266)	(4,337)	(4,832)
Net Change in Total Pension Liability	7,325	8,015	4,205
Total Pension Liability - Beginning	102,706	82,706	56,121
Total Pension Liability - Ending (a)	\$ 110,031	\$ 90,721	\$ 60,326
Plan Fiduciary Net Position			
Contributions - Employer	\$ 3,311	\$ 1,597	\$ 2,246
Contributions - State	-	951	452
Contributions - Member	646	397	165
Change in Employer's Proportion	1,723	-	-
Net Investment Income	18,952	14,352	8,460
Benefit Payments	(5,266)	(4,337)	(4,832)
Administrative Expense	(60)	(47)	(62)
Net Change in Plan Fiduciary Net Position	19,306	12,913	6,429
Plan Fiduciary Net Position - Beginning	86,450	71,621	42,442
Plan Fiduciary Net Position - Ending (b)	\$ 105,756	\$ 84,534	\$ 48,871
Net Pension Liability - Ending (a)-(b)	4,275	6,187	11,455
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	96.11%	93.18%	81.01%
Covered Payroll	\$ 18,002	\$ 9,354	\$ 7,557
Net Pension Liability as a Percentage of Covered Payroll	23.75%	66.15%	151.58%

* Information shown above for the General Employees' plan is for the City portion only.

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions

For the year ended September 30, 2021, the City recognized pension expense of \$4,894, and had ending balances of deferred outflows for pensions of \$11,066, net pension liability of \$21,917, and deferred inflows for pensions of \$22,107 for its activities in three pension plans. The City recognized a pension expense of \$1,396 related to the general employees' pension fund in 2021. The City's proportionate share of the total Plan's net position is 68.61%. Employer contributions were used as a basis to determine the allocation; the allocation increased 1.34% from the prior year allocation of 67.27%. The City also reported deferred outflows of resources and deferred inflows of resources related to the general employees' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Inflows of Resources
Differences between expected and actual experience	\$ 299	\$ 144	\$ 155
Change in cost-sharing allocation percentage	791	21	770
Assumptions changes	1,235	-	1,235
Net Difference between projected and actual earnings on pension plan investments	-	9,760	(9,760)
Total	\$ 2,325	\$ 9,925	\$ (7,600)

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the General Employees' Plan:

Year Ending September 30	Net Inflows of Resources
2022	\$ (1,199)
2023	(1,308)
2024	(2,539)
2025	(2,554)
Total	\$ (7,600)

For the year ended September 30, 2021, the City recognized a pension expense of \$1,466 related to the police officers' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the police officers' pension from the following sources.

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,503	\$ 35	\$ 2,468
Change of assumptions	2,065	-	2,065
Net Difference between projected and actual earnings on pension plan investments	-	7,463	(7,463)
Total	\$ 4,568	\$ 7,498	\$ (2,930)

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Police Officers' Plan:

Year Ending September 30	Net Inflows of Resources
2022	\$ (461)
2023	(530)
2024	(989)
2025	(950)
Total	\$ (2,930)

For the year ended September 30, 2021, the City recognized a pension expense of \$2,032 related to the firefighters' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the firefighters' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,193	\$ 563	\$ 630
Change of assumptions	2,980	-	2,980
Net Difference between projected and actual earnings on pension plan investments	-	4,121	(4,121)
Total	\$ 4,173	\$ 4,684	\$ (511)

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Firefighters' Plan:

Year Ending September 30	Net Inflows of Resources
2022	\$ 273
2023	(114)
2024	(346)
2025	(324)
Total	\$ (511)

F. Combining Statements of the Pension Trust Funds

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2021
(In Thousands)

	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	Totals
ASSETS				
Cash and Cash Equivalents:	\$ 3,202	\$ 6,524	\$ 483	\$ 10,209
Receivable:				
Interest Receivable	94	47	14	155
Total Receivable:	94	47	14	155
Investments, at Fair Value:				
Fixed Income	40,012	17,861	4,446	62,319
Equities	94,020	33,163	22,584	149,767
Mutual Funds	16,812	14,904	17,519	49,235
Commingled Funds	-	12,035	3,825	15,860
Total Investments:	150,844	77,963	48,374	277,181
Total Assets	154,140	84,534	48,871	287,545
Net Position Restricted for Pension Benefits	\$ 154,140	\$ 84,534	\$ 48,871	\$ 287,545

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

CITY OF KISSIMMEE, FLORIDA				
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION				
PENSION TRUST FUNDS				
For The Year Ended September 30, 2021				
(In Thousands)				
	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	Totals
ADDITIONS				
Contributions:				
Employer	\$ 3,311	\$ 1,597	\$ 2,246	\$ 7,154
Plan Members	942	397	165	1,504
State	-	951	452	1,403
Total Contributions	4,253	2,945	2,863	10,061
Investment earnings:				
Net increase (decrease) in fair value				
of investments	24,224	12,865	7,856	44,945
Interest and dividends	3,910	1,721	781	6,412
Total investment earnings	28,134	14,586	8,637	51,357
Less investment expense	542	233	177	952
Net investment earnings	27,592	14,353	8,460	50,405
Other	1,517	-	-	1,517
Total Additions	33,362	17,298	11,323	61,983
DEDUCTIONS				
Benefits	7,675	4,337	4,832	16,844
Administrative Expense	60	47	62	169
Total Deductions	7,735	4,384	4,894	17,013
Change in Net Position	25,627	12,914	6,429	44,970
Net Position - Beginning of Year	128,513	71,620	42,442	242,575
Net Position - End of Year	\$ 154,140	\$ 84,534	\$ 48,871	\$ 287,545

NOTE 9 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. Plan Description, Benefit Terms and Contribution Requirements

The Other Postemployment Benefit Plan ("OPEB Plan") is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected. However, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. Since the older retirees actually have higher costs, it means that the City is subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees. GASB Statement No.75 calls this the "implicit rate subsidy".

Retirees and their dependents are permitted to remain covered under the City's respective medical and insurance plans as long as they pay a full premium applicable to coverage elected. This conforms to the minimum required of Florida governmental employers per Ch. 112.08, F.S. The City Commission has the authority to amend the benefits of the OPEB Plan. The OPEB Plan does not issue a audited GAAP-basis stand-alone report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

At measurement date September 30, 2020, the following employees were covered by the benefit terms:

Retirees and beneficiaries currently receiving benefits	23
Active employees	617
	<u>640</u>

Contributions (benefit payment reductions) to the OPEB Plan are shared by the retiree and the City. OPEB Plan participants must reimburse the City for the City's average blended cost. Contribution requirements of the City are established and may be amended through action by the City Commission.

B. Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total/net OPEB liability was September 30, 2020, one year prior to the City's fiscal reporting date of September 30, 2021. The measurement period for OPEB cost was October 1, 2019 to September 30, 2020. The components of the changes in the total OPEB liability are as follows:

	Fiscal Year 2021
<u>Total OPEB Liability</u>	
Service cost	\$ 518
Interest	226
Change in benefit terms	-
Difference between expected and actual experience	434
Change of assumptions and other inputs	(1,482)
Benefit payments	<u>(318)</u>
Net change in total OPEB liability	(622)
Total OPEB liability - beginning	<u>7,866</u>
Total OPEB liability - ending	<u>\$ 7,244</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 2.75% at the beginning of the measurement period to 2.41% as of September 30, 2020.

C. Actuarial Assumptions and Total OPEB Liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2021 was based on an actuarial valuation dated September 30, 2020 using the following actuarial assumptions:

Inflation	2.25% per annum
Discount rate	2.41%
Salary increases	Rates used in Oct 1, 2020 valuations of City pension plans
Mortality rates	Tables used in July 1, 2020 valuation of the Florida Retirement System (based on results of statewide experience study covering period 2013 through 2018)
Healthcare trend	Trend starting at 6.25% for claims costs and 15.07% for premiums, and thereafter trends based on Getzen model, with trend rate of 6.00% (effective Jan 2022) and gradually decreasing to ultimate trend rate of 3.99%

The development of per capita costs included aging factors based on the 2013 Society of Actuaries Study "Healthcare Costs – From Birth to Death". There have been no significant changes (other than premium rate increases) in any health benefits or life insurance benefits between September 30, 2020 and September 30, 2021.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

Sensitivity of OPEB liability to healthcare cost trend rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare trend rate that is 1% lower or 1% higher than the current rate.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	\$ 6,379	\$ 7,244	\$ 8,281

D. Discount Rate and Total OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2021 was 2.41%. Because the City's OPEB costs are essentially funded on a pay-as-you-go funding structure, a municipal bond rate was used to determine the total OPEB liability for the OPEB Plan. Fidelity's 20-Year Municipal G.O. AA Index daily rate closest but not after the measurement date was used for this purpose.

Sensitivity of OPEB liability to discount rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	1.41%	2.41%	3.41%
Total OPEB Liability	\$ 8,058	\$ 7,244	\$ 6,537

E. OPEB Expense and Deferred Outflows/Deferred Inflows of Resources related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of \$537. At September 30, 2021, the City had deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 383	\$ 161
Change of assumptions	586	2,000
Transactions after measurement date	266	-
	<u>\$ 1,235</u>	<u>\$ 2,161</u>

Deferred outflows of resources of \$266 are reported by the City for employer benefit payments subsequent to the measurement date, and will be recognized as a reduction of the total OPEB liability in the year ended September 30, 2022. Deferred inflows of resources shown above will be recognized in OPEB expense in the following years.

Fiscal Year Ending	Net Inflows
2022	\$ (207)
2023	(207)
2024	(207)
2025	(197)
2026	(172)
Thereafter	(202)
	<u>\$ (1,192)</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

NOTE 10 – RISK MANAGEMENT

The City has a risk management program accounted for in two internal service funds. The funds are used to account for the costs of employee health, workers' compensation, automobile, and general property and casualty programs. Other City funds are charged by this fund for policy premiums and claims for which the City is self-insured. The City maintains cash reserves in excess of \$1 million and carries excess coverage for claims between \$100 thousand and \$5 million on all coverage except criminal liability. Criminal liability excess coverage is carried for claims between \$50 thousand and \$250 thousand. During 2021, there were no reductions in insurance coverage, and over the past three years there were no settlements that exceeded insurance coverage. As of the fiscal year ended September 30, 2021, the total outstanding unpaid claims were \$4,752 which includes an estimate for incurred but not reported claims. Insurance premiums paid out of the funds totaled \$9,058 for the fiscal year ended September 30, 2021. The change in the claims liability for the past two years is as follows:

	Balance at Beginning of Fiscal Year	Current Year Claims and Changes in Estimates	Current Year Claims Payments or Other Adjustments	Balance at End of Fiscal Year
2020-2021	\$ 4,510	\$ 9,300	\$ (9,058)	\$ 4,752
2019-2020	3,783	10,122	(9,395)	4,510

NOTE 11 – NET INVESTMENT IN CAPITAL ASSETS CALCULATION

The elements for the calculation of this component of net position are as follows:

	Governmental Activities	Business-type Activities	Total
Capital Assets (Net)	\$ 263,993	\$ 51,688	\$ 315,681
Debt Related to Capital Assets	(79,743)	-	(79,743)
Other Liabilities Related to Capital Assets	(298)	(87)	(385)
Unspent Proceeds of Capital-Related Debt	779	-	779
	<u>\$ 184,731</u>	<u>\$ 51,601</u>	<u>\$ 236,332</u>

NOTE 12 – FUND BALANCE DEFICITS AND EXCESS OF EXPENDITURES OVER APPROPRIATIONS

The following funds have a deficit fund balance at September 30, 2021:

<u>Fund Name</u>	<u>Deficit Amounts</u>
<u>Deficit Fund Balances</u>	
Nonmajor Funds:	
Special Revenue Fund:	
Victim of Crime Act	\$ (7)
Neighborhood Stabilization and HOME	(30)
Community Development Block Grant	(19)

Deficits in the grant funds represent amounts spent on grant programs that will ultimately be reimbursed from federal and state grantor agencies, or transfers from City funds for City match requirements in the subsequent period.

The CARES Act Relief, 2010A Refunding Revenue Note, and 2011B Capital Refunding Note funds had excess of expenditures over appropriations of \$427, \$14, and \$22, respectively. There were sufficient transfers in and available fund balance to cover the excesses.

NOTE 13 – COMMITMENTS, RELATED PARTIES, AND CONTINGENCIES

Charter School - The City entered into an interlocal agreement with the Osceola County School Board to operate a charter elementary school within the City. Originally the City issued a tax-exempt note and built the school facilities. In 2011, the debt was refinanced at a fixed rate. The City entered into a contract with a management company to run the day-to-day operation of the school. The management company is required to report to the City Commission all activities and results of operations on a monthly and an annual basis. The City pays the management company based upon an approved operating budget. The City records revenue received from the Osceola County School Board, makes debt service payments on the notes, and pays the management company. The charter school is a separate legal entity. Financial activity for the revenues received and payments to the management company is reflected in the City's financial statements as part of the City's governmental funds.

Kissimmee Utility Authority – The Kissimmee Utility Authority (KUA) provides a payment to the City's General Fund annually. The minimum payment is a charter requirement of KUA. For the fiscal year ended September 30, 2021, the payment made by KUA to the City was \$18.3 million. KUA's total operating revenues for the fiscal year ended September 30, 2021 were \$192.3 million. KUA also provides customer billing services to the City's Solid Waste and Stormwater Utility Funds.

Tohopekalgiga Water Authority – The Tohopekalgiga Water Authority (TWA) was created effective October 1, 2003. The TWA was created pursuant to a state legislative act. The City and Osceola County agreed to transfer all assets, liabilities and operations of their water and sewer systems to the TWA. The TWA issued in excess of \$100 million in revenue bonds to pay off the City's utility revenue bonds, other outstanding obligations, and to provide for new construction and system expansion. TWA provides a payment to the City's General Fund annually. The annual amount for 2021 was \$7.9 million and all future annual amounts will be calculated based on the gross annual revenues of the system for an additional 9 years.

Intergovernmental Grants - Amounts received or receivable from grantors are subject to audit and adjustment by grantor agencies, principally federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts to be immaterial.

Litigation - Various suits and claims arising in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of legal counsel, the City has sufficient insurance coverage to cover any claims and/or the liabilities that may arise from such action. The effect of such losses would not materially affect the financial position of the City or the results of its operations.

Contingency - In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) pandemic. The outbreak of COVID-19 affected communities and business operations, as well as the City and US economy. On September 8, 2021, the US Department of the Treasury, Coronavirus State and Local Government Fiscal Recovery Fund (CSLFRF) awarded the City \$18,070 as part of the American Rescue Plan Act (ARPA). The total award will be provided in two tranches, with the first portion of \$9,035 received in late fiscal year 2021 and the second anticipated in late fiscal year 2022. The City is currently determining the best use of these funds to benefit the community.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2021
(In Thousands)

NOTE 14 – FUND BALANCE RESTRUCTURING

During the fiscal year, the City implemented a new ERP general ledger system. As part of the implementation, the City restructured its special revenue funds for ease in future reporting. This restructuring resulted in fund balance movement from the creation of new funds and consolidation of funds from the prior year's presentation. Total fund balance for governmental funds did not change from the prior year. Below is a summary of the effects of this restructuring.

	Major Fund	Nonmajor Funds				
	State Grants	Recreation Impact	Local Option Sales	Federal Grants	CARES Relief	W Oak Street
Prior Fund Balance	\$ -	\$ 1,516	\$ 5,175	\$ -	\$ (92)	\$ (148)
Movement from Restructure	(229)	58	25	(103)	101	148
Fund Balance	<u>\$ (229)</u>	<u>\$ 1,574</u>	<u>\$ 5,200</u>	<u>\$ (103)</u>	<u>\$ 9</u>	<u>\$ -</u>

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REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules (GAAP BASIS):

- General Fund
- Major Special Revenue Funds:
 - State Grants
 - Community Redevelopment Agency Downtown
 - Community Redevelopment Agency Vine Street

City Retirement Plans Schedules and Notes:

- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Actuarially Determined Contributions
- Plan Changes in Benefit Terms
- Change of Assumptions
- Methods and Assumptions used to Determine Contribution Rates
- Money-weighted Rate of Return

City Other Postemployment Benefits Plan Schedule:

- Schedule of Total OPEB Liability and Related Ratios

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u>
				<u>Over (Under)</u>
REVENUES AND OTHER SOURCES				
Taxes:				
Ad valorem	\$ 17,696	\$ 17,696	\$ 17,739	\$ 43
Utility taxes	7,405	7,405	7,232	(173)
Local business taxes	250	250	286	36
	<u>25,351</u>	<u>25,351</u>	<u>25,257</u>	<u>(94)</u>
Permits, Fees and Special Assessments:				
Franchise fees	189	189	198	9
Other permits and fees	2	2	2	-
	<u>191</u>	<u>191</u>	<u>200</u>	<u>9</u>
Intergovernmental Revenues:				
Federal grants	-	9,043	363	(8,680)
State grants	-	-	30	30
State revenue sharing	3,000	3,000	3,177	177
Half cent sales tax	5,400	5,400	5,460	60
Shared taxes and licenses	848	848	988	140
County shared revenue	2,484	2,511	2,596	85
Kissimmee Utility Authority	18,525	18,525	18,288	(237)
Tohopekaliga Water Authority	7,950	7,950	7,925	(25)
	<u>38,207</u>	<u>47,277</u>	<u>38,827</u>	<u>(8,450)</u>
Charges for Services:				
General government charges	642	642	685	43
Public safety charges	7,069	7,069	7,955	886
Physical environment charges	59	59	110	51
Transportation charges	310	310	320	10
Culture/recreation charges	1,078	1,078	779	(299)
	<u>9,158</u>	<u>9,158</u>	<u>9,849</u>	<u>691</u>
Fines and Forfeitures:				
Court fines and costs	505	505	326	(179)
Miscellaneous Revenue:				
Investment income	487	487	134	(353)
Rents	140	140	150	10
Other revenue	437	501	557	56
Sales of cemetery lots	176	176	367	191
	<u>1,240</u>	<u>1,304</u>	<u>1,208</u>	<u>(96)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u>
				<u>Over (Under)</u>
REVENUES AND OTHER SOURCES - Continued				
Transfers In:				
Stormwater Utility Fund	\$ 298	\$ 298	\$ 294	\$ (4)
Charter School	646	646	646	-
Airport	2	2	2	-
Sanitation Fund	291	291	292	1
Other Nonmajor Funds	233	233	285	52
	<u>1,470</u>	<u>1,470</u>	<u>1,519</u>	<u>49</u>
Other Sources:				
Proceeds from Sale of Capital Assets	-	-	1,108	1,108
Proceeds from Capital Lease	-	-	1,584	1,584
	<u>-</u>	<u>-</u>	<u>2,692</u>	<u>2,692</u>
Total Revenues and Other Sources	<u>76,122</u>	<u>85,256</u>	<u>79,878</u>	<u>(5,378)</u>
EXPENDITURES AND OTHER (USES)				
General Government:				
City Commission:				
Personal Services	311	313	262	(51)
Operating	610	662	263	(399)
	<u>921</u>	<u>975</u>	<u>525</u>	<u>(450)</u>
City Manager:				
Personal Services	1,470	1,474	1,446	(28)
Operating	678	1,232	466	(766)
Capital Outlay	167	258	189	(69)
	<u>2,315</u>	<u>2,964</u>	<u>2,101</u>	<u>(863)</u>
Development Services:				
Personal Services	1,536	1,536	1,514	(22)
Operating	1,002	1,663	555	(1,108)
Capital Outlay	6	186	4	(182)
	<u>2,544</u>	<u>3,385</u>	<u>2,073</u>	<u>(1,312)</u>
Legal:				
Personal Services	634	637	610	(27)
Operating	305	344	161	(183)
Capital Outlay	2	5	1	(4)
	<u>941</u>	<u>986</u>	<u>772</u>	<u>(214)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u> <u>Over (Under)</u>
EXPENDITURES AND OTHER (USES) - Continued				
General Government:				
Finance:				
Personal Services	\$ 1,305	\$ 1,200	\$ 1,165	\$ (35)
Operating	294	437	260	(177)
Capital Outlay	13	91	17	(74)
	<u>1,612</u>	<u>1,728</u>	<u>1,442</u>	<u>(286)</u>
Personnel:				
Personal Services	1,009	1,009	788	(221)
Operating	171	203	129	(74)
Capital Outlay	14	14	12	(2)
	<u>1,194</u>	<u>1,226</u>	<u>929</u>	<u>(297)</u>
Central Service and Self Insurance Charges:				
Operating	7,224	7,224	7,224	-
	<u>7,224</u>	<u>7,224</u>	<u>7,224</u>	<u>-</u>
Total General Government	<u>16,751</u>	<u>18,488</u>	<u>15,066</u>	<u>(3,422)</u>
Public Safety:				
Police:				
Personal Services	23,179	23,204	21,515	(1,689)
Operating	3,297	3,378	3,326	(52)
Capital Outlay	1,134	1,902	1,828	(74)
	<u>27,610</u>	<u>28,484</u>	<u>26,669</u>	<u>(1,815)</u>
Fire:				
Personal Services	13,706	13,702	13,479	(223)
Operating	2,471	2,562	2,267	(295)
Capital Outlay	708	885	589	(296)
	<u>16,885</u>	<u>17,149</u>	<u>16,335</u>	<u>(814)</u>
Total Public Safety	<u>44,495</u>	<u>45,633</u>	<u>43,004</u>	<u>(2,629)</u>
Transportation:				
Public Works:				
Personal Services	3,023	2,969	2,862	(107)
Operating	2,448	2,522	2,330	(192)
Capital Outlay	167	527	83	(444)
Total Transportation	<u>5,638</u>	<u>6,018</u>	<u>5,275</u>	<u>(743)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u> <u>Over (Under)</u>
EXPENDITURES AND OTHER (USES) - Continued				
Culture/Recreation				
Recreation:				
Personal Services	\$ 5,751	\$ 5,751	\$ 5,043	\$ (708)
Operating	1,782	1,818	1,389	(429)
Capital Outlay	581	952	382	(570)
Total Culture / Recreation	8,114	8,521	6,814	(1,707)
Non-Departmental				
Bad Debt	2,030	2,030	1,933	(97)
Capital Reserves	25,468	24,031	-	(24,031)
Operating Reserves	925	911	-	(911)
Principal Retirement	46	46	410	364
Debt Service Interest and Costs	40	40	36	(4)
Total Non-Departmental	28,509	27,058	2,379	(24,679)
Other (Uses)				
Transfers Out	2,847	4,862	2,945	(1,917)
Total Other (Uses)	2,847	4,862	2,945	(1,917)
Total Expenditures and Other (Uses)	106,354	110,580	75,483	(35,097)
Excess of Revenues and Other				
 Sources Over Expenditures	(30,232)	(25,324)	4,395	29,719
 and Other (Uses)				
Fund Balance - Beginning of Year	30,232	25,324	34,997	9,673
Fund Balance - End of Year	\$ -	\$ -	\$ 39,392	\$ 39,392

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE GRANTS
For the Year Ended September 30, 2021
(In Thousands)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Intergovernmental Revenues	\$ -	\$ 414	\$ 5,044	\$ 4,630
Miscellaneous Revenues	19	19	-	(19)
Total Revenues	<u>19</u>	<u>433</u>	<u>5,044</u>	<u>4,611</u>
EXPENDITURES				
Public Safety	-	14	-	14
Transportation	46	3,998	2,506	1,492
Culture/Recreation	50	450	38	412
Total Expenditures	<u>96</u>	<u>4,462</u>	<u>2,544</u>	<u>1,918</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(77)	(4,029)	2,500	6,529
OTHER FINANCING SOURCES (USES)				
Transfers In	27	63	63	-
Transfers (Out)	-	-	(50)	(50)
Total Other Financing Sources (Uses)	<u>27</u>	<u>63</u>	<u>13</u>	<u>(50)</u>
Net Change in Fund Balance	(50)	(3,966)	2,513	6,479
Fund Balance (Deficit) - Beginning	<u>50</u>	<u>3,966</u>	<u>(229)</u>	<u>(4,195)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,284</u>	<u>\$ 2,284</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN
For the Year Ended September 30, 2021
(In Thousands)

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Over (Under)
REVENUES				
Intergovernmental Revenues	\$ 1,315	\$ 1,315	\$ 1,316	\$ 1
Investment Income (Loss)	30	30	(1)	(31)
Miscellaneous Revenues	62	62	97	35
Total Revenues	<u>1,407</u>	<u>1,407</u>	<u>1,412</u>	<u>5</u>
EXPENDITURES				
General Government	<u>2,619</u>	<u>3,610</u>	<u>791</u>	<u>2,819</u>
Total Expenditures	<u>2,619</u>	<u>3,610</u>	<u>791</u>	<u>2,819</u>
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	(1,212)	(2,203)	621	2,824
OTHER FINANCING SOURCES (USES)				
Transfers In	908	908	909	1
Transfers (Out)	<u>(872)</u>	<u>(872)</u>	<u>(814)</u>	<u>58</u>
Total Other Financing Sources (Uses)	<u>36</u>	<u>36</u>	<u>95</u>	<u>59</u>
Net Change in Fund Balance	(1,176)	(2,167)	716	2,883
Fund Balance (Deficit) - Beginning	<u>1,176</u>	<u>2,167</u>	<u>2,262</u>	<u>95</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,978</u>	<u>\$ 2,978</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY VINE STREET
For the Year Ended September 30, 2021
(In Thousands)

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Over (Under)
REVENUES				
Intergovernmental Revenues	\$ 511	\$ 511	\$ 508	\$ (3)
Investment Income (Loss)	8	8	6	(2)
Total Revenues	<u>519</u>	<u>519</u>	<u>514</u>	<u>(5)</u>
EXPENDITURES				
General Government	1,887	2,132	154	1,978
Total Expenditures	<u>1,887</u>	<u>2,132</u>	<u>154</u>	<u>1,978</u>
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	(1,368)	(1,613)	360	1,973
OTHER FINANCING SOURCES (USES)				
Transfers In	479	479	476	(3)
Total Other Financing Sources (Uses)	<u>479</u>	<u>479</u>	<u>476</u>	<u>(3)</u>
Net Change in Fund Balance	(889)	(1,134)	836	1,970
Fund Balance (Deficit) - Beginning	889	1,134	1,156	22
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,992</u>	<u>\$ 1,992</u>

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees')

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	\$ 3,023	\$ 2,765	\$ 2,651	\$ 2,535	\$ 2,440	\$ 2,437	\$ 2,362	\$ 2,383
Interest	11,086	10,588	10,108	9,687	9,095	8,589	8,227	7,758
Benefit changes	-	-	1,063	-	-	-	-	339
Assumption changes	1,414	1,632	-	1,492	1,397	-	-	-
Difference Between Actual & Expected Experience	(154)	938	(460)	(54)	595	919	(952)	(12)
Benefit Payments and Refunds	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Net Change in Total Pension Liability	<u>7,694</u>	<u>8,807</u>	<u>6,497</u>	<u>7,838</u>	<u>7,935</u>	<u>7,088</u>	<u>4,735</u>	<u>6,985</u>
Total Pension Liability - Beginning	<u>152,678</u>	<u>143,871</u>	<u>137,374</u>	<u>129,536</u>	<u>121,601</u>	<u>114,513</u>	<u>109,778</u>	<u>102,793</u>
Total Pension Liability - Ending (a)	<u>\$160,372</u>	<u>\$152,678</u>	<u>\$143,871</u>	<u>\$137,374</u>	<u>\$129,536</u>	<u>\$121,601</u>	<u>\$114,513</u>	<u>\$109,778</u>
Plan Fiduciary Net Position								
Contributions - Employer (from City and Toho)	\$ 4,825	\$ 4,361	\$ 4,338	\$ 4,119	\$ 3,851	\$ 3,579	\$ 3,587	\$ 3,135
Contributions - Member	942	939	875	880	849	856	841	844
Net Investment Income	27,623	10,509	4,225	7,866	12,906	8,257	1,129	7,817
Benefit Payments	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Administrative Expense	(87)	(58)	(79)	(47)	(54)	(76)	(76)	(65)
Net Change in Plan Fiduciary Net Position	<u>25,628</u>	<u>8,635</u>	<u>2,494</u>	<u>6,996</u>	<u>11,960</u>	<u>7,759</u>	<u>579</u>	<u>8,248</u>
Plan Fiduciary Net Position - Beginning	<u>128,513</u>	<u>119,878</u>	<u>117,384</u>	<u>110,388</u>	<u>98,428</u>	<u>90,669</u>	<u>90,090</u>	<u>81,842</u>
Plan Fiduciary Net Position - Ending (b)	<u>\$154,141</u>	<u>\$128,513</u>	<u>\$119,878</u>	<u>\$117,384</u>	<u>\$110,388</u>	<u>\$ 98,428</u>	<u>\$ 90,669</u>	<u>\$ 90,090</u>
Net Pension Liability - Ending (a)-(b)	6,231	24,165	23,993	19,990	19,148	23,173	23,844	19,688
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 23,739	\$ 23,521	\$ 22,188	\$ 21,266	\$ 20,671	\$ 20,342	\$ 19,872	\$ 20,096
Net Pension Liability as a Percentage of Covered Payroll	26.25%	102.74%	108.14%	94.00%	92.63%	113.92%	119.99%	97.97%

This schedule represents entire plan with City and Toho combined.

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees' City Only)

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	\$ 2,074	\$ 1,860	\$ 1,654	\$ 1,594	\$ 1,485	\$ 1,442	\$ 1,378	\$ 1,390
Interest	7,606	7,123	6,308	6,090	5,535	5,084	4,798	4,524
Benefit Changes	-	-	664	-	-	-	-	198
Change in Employer's Proportion	2,047	6,991	(632)	2,605	2,030	997	-	-
Change in Assumptions	970	1,098	-	938	850	-	-	-
Difference Between Actual & Expected Experience	(106)	631	(287)	(34)	362	544	(555)	(7)
Benefit Payments	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Net Change in Total Pension Liability	7,325	12,916	3,423	7,532	6,859	5,192	2,762	4,073
Total Pension Liability - Beginning	102,706	89,790	86,367	78,835	71,976	66,784	64,022	59,949
Total Pension Liability - Ending (a)	\$110,031	\$102,706	\$ 89,790	\$ 86,367	\$ 78,835	\$ 71,976	\$ 66,784	\$ 64,022
Plan Fiduciary Net Position								
Contributions - Employer	\$ 3,311	\$ 2,935	\$ 2,708	\$ 2,591	\$ 2,345	\$ 2,119	\$ 2,088	\$ 1,984
Contributions - Member	646	632	546	554	517	507	490	492
Change in Employer's Proportion	1,723	5,824	(541)	2,218	1,641	789	-	-
Net Investment Income	18,952	7,069	2,637	4,945	7,855	4,887	663	4,404
Benefit Payments	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Administrative Expense	(60)	(39)	(49)	(30)	(33)	(45)	(44)	(38)
Net Change in Plan Fiduciary Net Position	19,306	11,634	1,017	6,617	8,922	5,382	338	4,810
Plan Fiduciary Net Position - Beginning	86,450	74,816	73,799	67,182	58,260	52,878	52,540	47,730
Plan Fiduciary Net Position - Ending (b)	\$105,756	\$ 86,450	\$ 74,816	\$ 73,799	\$ 67,182	\$ 58,260	\$ 52,878	\$ 52,540
City's Proportionate % of Total Plan Net Position	68.61%	72.11%	62.41%	62.87%	60.86%	59.19%	58.32%	58.32%
Net Pension Liability - Ending (a)-(b)	4,275	16,256	14,974	12,568	11,653	13,716	13,906	11,482
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 18,002	\$ 17,506	\$ 16,032	\$ 14,740	\$ 13,947	\$ 13,653	\$ 12,852	\$ 12,758
Net Pension Liability as a Percentage of Covered Payroll	23.75%	92.86%	93.40%	85.26%	83.55%	100.46%	108.20%	90.00%

This schedule represents only the City's portion of the Net Pension Liability.

Until a full 10-year trend is compiled, information for those years available is presented.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	\$ 1,902	\$ 1,835	\$ 1,773	\$ 2,008	\$ 1,838	\$ 1,911	\$ 1,841	\$ 1,815
Interest	6,101	5,852	5,590	5,544	5,299	4,818	4,577	4,317
Change in Excess State Money	-	-	-	-	-	(328)	-	-
Share Plan Allocation	-	-	-	-	-	218	-	-
Change of Benefit Terms	-	616	-	-	-	(68)	-	-
Difference Between Actual & Expected Experience	2,364	702	(88)	953	(889)	1,136	(427)	-
Changes of Assumptions	1,985	508	-	861	-	1,127	-	-
Benefit Payments	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Net Change in Total Pension Liability	8,015	4,752	3,104	5,755	3,132	5,692	3,142	3,175
Total Pension Liability - Beginning	82,706	77,954	74,850	69,095	65,963	60,271	57,129	53,954
Total Pension Liability - Ending (a)	\$ 90,721	\$ 82,706	\$ 77,954	\$ 74,850	\$ 69,095	\$ 65,963	\$ 60,271	\$ 57,129
Plan Fiduciary Net Position								
Contributions - Employer	\$ 1,597	\$ 1,871	\$ 1,893	\$ 1,971	\$ 1,882	\$ 1,948	\$ 1,907	\$ 2,476
Contributions - State	951	1,081	799	747	655	582	521	501
Contributions - Member	397	378	366	321	295	275	270	253
Net Investment Income	14,352	6,349	2,480	6,229	5,845	4,519	1,144	4,412
Benefit Payments	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Administrative Expense	(47)	(49)	(65)	(47)	(42)	(46)	(48)	(51)
Net Change in Plan Fiduciary Net Position	12,913	4,869	1,302	5,610	5,519	4,156	945	4,634
Plan Fiduciary Net Position - Beginning	71,621	66,752	65,450	59,840	54,321	50,165	49,220	44,586
Plan Fiduciary Net Position - Ending (b)	\$ 84,534	\$ 71,621	\$ 66,752	\$ 65,450	\$ 59,840	\$ 54,321	\$ 50,165	\$ 49,220
Net Pension Liability - Ending (a)-(b)	6,187	11,085	11,202	9,400	9,255	11,642	10,106	7,909
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	93.18%	86.60%	85.63%	87.44%	86.61%	82.35%	83.23%	86.16%
Covered Payroll	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Net Pension Liability as a Percentage of Covered Payroll	66.15%	122.25%	131.03%	118.68%	119.81%	155.10%	130.33%	115.61%

Until a full 10-year trend is compiled, information for those years available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Note to the Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 amended provisions for Pre-Retirement Death. An Actuarial Impact was issued for this change.

For measurement date 09/30/16, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 2939 which made the following changes:

- Resumption of prior graded vesting schedule for Members who were employed prior to 05/06/14.
- Allocation of a portion of the Excess State Monies Reserve necessary to cover the increase in the present value of benefits associated with the proposed vesting change described above. For purposes of this Impact Statement, \$110 is the increase in present value of benefits for the proposed vesting change. Accordingly, the Excess State Monies Reserve was diminished by this amount, leaving \$218 as allocation to Plan.
- Future share allocations once the annual State Monies exceed \$1,177.

Changes of Assumptions:

For measurement date 09/30/20, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

For measurement date 09/30/18, amounts reported as changes in assumptions resulted from an experience study dated September 2018, and the Board approved changes in salary increases, retirement and withdrawal rates, and investment return.

For measurement date 09/30/16, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.0% to 2.5%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	\$ 1,174	\$ 1,070	\$ 992	\$ 915	\$ 693	\$ 761	\$ 826	\$ 846
Interest	4,171	4,149	4,064	3,836	3,787	3,573	3,512	3,366
Change in Excess State Money	-	-	-	-	-	-	-	(555)
Change in Benefit Terms	-	-	(31)	72	-	-	-	-
Difference Between Actual & Expected Experience	1,103	(560)	(567)	1,552	(920)	58	(606)	-
Changes of Assumptions	2,589	1,115	370	463	211	2,097	-	-
Contributions - Buy Back	-	-	-	-	3	-	-	-
Benefit Payments	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Net Change in Total Pension Liability	4,205	2,214	1,353	3,138	61	3,321	1,075	1,594
Total Pension Liability - Beginning	56,121	53,907	52,554	49,416	49,355	46,034	44,959	43,365
Total Pension Liability - Ending (a)	\$ 60,326	\$ 56,121	\$ 53,907	\$ 52,554	\$ 49,416	\$ 49,355	\$ 46,034	\$ 44,959
Plan Fiduciary Net Position								
Contributions - Employer	\$ 2,246	\$ 2,089	\$ 1,908	\$ 2,095	\$ 1,542	\$ 834	\$ 1,434	\$ 1,392
Contributions - State	452	401	368	377	370	337	385	417
Contributions - Member	165	142	136	117	104	74	63	68
Net Investment Income	8,460	3,723	1,671	2,986	3,709	2,985	(1,773)	4,343
Benefit Payments	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Administrative Expense	(62)	(51)	(55)	(62)	(59)	(54)	(52)	(52)
Net Change in Plan Fiduciary Net Position	6,429	2,744	553	1,813	1,953	1,008	(2,600)	4,105
Plan Fiduciary Net Position - Beginning	42,442	39,698	39,145	37,332	35,379	34,371	36,971	32,866
Plan Fiduciary Net Position - Ending (b)	\$ 48,871	\$ 42,442	\$ 39,698	\$ 39,145	\$ 37,332	\$ 35,379	\$ 34,371	\$ 36,971
Net Pension Liability - Ending (a)-(b)	11,455	13,679	14,209	13,409	12,084	13,976	11,663	7,988
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.01%	75.63%	73.64%	74.49%	75.55%	71.68%	74.66%	82.23%
Covered Payroll	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Net Pension Liability as a Percentage of Covered Payroll	151.58%	203.80%	229.81%	232.96%	207.33%	306.71%	233.87%	189.39%

Until a full 10-year trend is compiled, information for those years available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Notes to the Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 9/30/15 measurement period which includes DROP payroll.

Changes of Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816, Florida Statutes, regarding death or disability due to a diagnosis of cancer. The expected deaths and disabilities in line-of-duty were increased from 75% to 90%.

For measurement date 9/30/18, changes of benefit terms resulted from Ordinance 2986, adopted in 2018.

Changes of Assumptions:

For measurement date 09/30/21, the investment return was lowered from 7.60% to 7.20%.

For measurement date 09/30/20, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those used in the July 1, 2019 FRS valuation report for special risk employees. Additionally, the investment return was lowered from 7.80% to 7.60%, and rates for early retirement hired pre-01/01/13 have been reduced from 4.5% to 3.0%.

For measurement date 09/30/19, amounts reported as changes of assumptions resulted from the following changes:

The investment return has been reduced from 7.85% to 7.80%. Rates for early retirement for members pre-07/01/13 reduced from 6.0% to 4.5%.

For measurement date 09/30/18, amounts reported as changes of assumptions resulted from the following changes:

A 100% retirement probability for the addition of the Normal Retirement Date for members hired after December 31, 2012. The investment return has been reduced from 7.90% to 7.85%. The rates for early retirement members hired prior to January 2013 reduced from 9.0% to 6.0%.

For measurement date 09/30/17, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report. Additionally, the assumption of investment return was lowered from 7.95% to 7.90% compounded annually, net of investment related expense.

For measurement date 09/30/16, amounts reported as changes of assumptions resulted from the following changes:

The investment return was lowered from 8.0% to 7.95%. This assumption rate will be reduced annually until it reaches an ultimate rate of 7.75% in the 10/1/20 actuarial valuation. The normal retirement and early retirement rates for members hired before 1/1/13 have been updated based on the experience study dated 10/28/16. The Tier 1 early retirement rates for ages 44 to 49 have been reduced to 9%, and will be reduced annually until it reaches an ultimate rate of 3% is reached in the 10/1/20 actuarial valuation. The termination and salary increase assumptions have been updated to better reflect anticipated future Plan experience. As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees. Also, the inflation rate was lowered from 3.0% to 2.7%.

For measurement date 09/30/15, the inflation assumption was lowered from 3.5% to 3.0%.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Actuarially Determined Contributions (General Employees' City Only)

	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,311	\$ 2,927	\$ 2,707	\$ 2,590	\$ 2,344	\$ 2,119	\$ 2,160	\$ 1,980
Contributions in Relation to the								
Actuarially Determined Contributions	3,311	2,930	2,707	2,590	2,344	2,119	2,088	1,984
Contribution Deficiency (Excess)	-	(3)	-	-	-	-	72	(4)
Covered Payroll	\$ 18,002	\$ 17,506	\$ 16,032	\$ 14,740	\$ 13,947	\$ 13,653	\$ 12,852	\$ 12,758
Contributions as a percentage of								
Covered Payroll	18.39%	16.74%	16.88%	17.57%	16.81%	15.52%	16.25%	15.55%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

Valuation Date: 10/1/19

General Employees' only includes the City portion.

Actuarially determined contribution rates are calculated as of October 1, which is 15 months prior to the expected contribution date.

Prepaid contributions were used to meet the remaining of the actuarially determined contribution for the fiscal year ended September 30, 2015.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level Dollar, closed
Remaining Amortization Period:	12 Years (as of 10/01/2019)
Asset Valuation Method:	20% of the difference between MV and expected actuarial asset
Inflation:	2.5%
Salary Increase:	4.00% to 6.50%
Interest Rate	7.3%
Retirement Age	Experience-based table of rates specific to type of eligibility condition
Early Retirement	Age 55 and 10 years of service
Cost-of-Living Adjustment	None

Changes of Benefit Terms:

There have been no changes in benefits since the prior valuation.

Changes of Assumptions:

For 2021, there were no significant assumption changes to calculate the contribution.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Actuarially Determined Contributions (Police Officers')

	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,051	\$ 2,793	\$ 2,554	\$ 2,640	\$ 2,626	\$ 2,464	\$ 2,469	\$ 2,408
Contributions in Relation to the								
Actuarially Determined Contributions	2,548	2,951	2,693	2,717	2,537	2,530	2,428	2,977
Contribution Deficiency (Excess)	<u>503</u>	<u>(158)</u>	<u>(139)</u>	<u>(77)</u>	<u>89</u>	<u>(66)</u>	<u>41</u>	<u>(569)</u>
Covered Payroll	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Contributions as a percentage of								
Covered Payroll	27.24%	32.54%	31.50%	34.30%	32.84%	33.71%	31.31%	43.52%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/20

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2020)
Asset Valuation Method:	4 Year geometric average of market value returns
Salary Increase:	Service based
Interest Rate	7.2%, net of investment related expenses
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 25 years of credited service
Early Retirement	Subsidized benefit - 2% age 40-44, 10% age 45 and older
Cost-of-Living Adjustment	1% increase in benefits annually

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 which made changes. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

Changes of Assumptions:

For measurement dates 09/30/20, 09/30/18 and 09/30/16, the assumed rates of mortality were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Actuarially Determined Contributions (Firefighters')

	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 2,962	\$ 2,647	\$ 2,450	\$ 2,286	\$ 2,465	\$ 1,880	\$ 1,774	\$ 1,851
Contributions in Relation to the								
Actuarially Determined Contributions	2,698	2,490	2,276	2,472	1,912	1,171	1,819	2,363
Contribution Deficiency (Excess)	264	157	174	(186)	553	709	(45)	(512)
Covered Payroll	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Contributions as a percentage of Covered Payroll	35.70%	37.10%	36.81%	42.95%	32.80%	25.70%	36.47%	56.02%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/19

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2019)
Asset Valuation Method:	5 Year Smooth
Inflation:	2.70%
Interest Rate	7.80%
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 10 years of service, or any age with 25 years of credit service
Early Retirement	Age 40 with ten years service or age 50 - subsidized benefit at 10% per year
Cost-of-Living Adjustment	None

Changes in Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816 F.S.

Changes of Assumptions:

For measurement dates 9/30/20, 9/30/18, 9/30/17 and 9/30/16, several assumptions were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Firefighters" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Money-weighted Rate of Return

		General Employees'							
		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense		22.21%	8.06%	3.53%	7.04%	6.09%	6.09%	1.54%	11.45%
		Police Officers'							
		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense		20.17%	9.61%	3.82%	10.42%	10.74%	8.99%	2.29%	9.71%
		Firefighters'							
		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense		20.18%	9.42%	4.27%	8.03%	10.75%	8.90%	-4.79%	13.20%

This schedule is present to illustrate the requirement to show information for 10 years. However, until full 10 year trend is compiled, information for those years for which information is available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2021
(In Thousands)

Schedule of Changes in the Total OPEB Liability and Related Ratios

	2021	2020	2019	2018
Total OPEB Liability				
Service cost	\$ 518	\$ 402	\$ 531	\$ 544
Interest	226	267	271	233
Change of benefit terms	-	1	-	-
Difference between expected and actual experience	434	-	(255)	-
Change of assumptions and other inputs	(1,482)	772	(894)	(270)
Benefit payments	(318)	(278)	(323)	(234)
Net change in total OPEB liability	(622)	1,164	(670)	273
Total OPEB liability - beginning	7,866	6,702	7,372	7,099
Total OPEB liability - ending	<u>\$ 7,244</u>	<u>\$ 7,866</u>	<u>\$ 6,702</u>	<u>\$ 7,372</u>
 Covered-employee payroll	 \$ 34,141	 \$ 30,714	 \$ 28,415	 \$ 26,226
 Total OPEB liability as a percentage of covered-employee payroll	 21.22%	 25.61%	 23.59%	 28.11%

Fiscal year 2018 presents information on the Plan's measurement year ended September 30, 2017.

Notes to the Schedule:

Note 1: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for which information is available.

Note 2: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Note 3: Significant assumption changes 2021: discount rate decreased to 2.41% from 2.75%.

OTHER SUPPLEMENTAL INFORMATION

Budgetary Comparison Schedules (GAAP BASIS):

- Major Debt Service Fund:
 - 2016 Revenue Note Debt Service

Non-Major Governmental Funds:

Combining Financial Statements for All Non-major
Governmental Funds and Individual Budgetary
Comparison Schedules (GAAP Basis) for All Budgeted
Nonmajor Governmental Funds

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2016 REVENUE NOTE DEBT SERVICE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Miscellaneous Revenues	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Capital Outlay	-	-	-
Principal Retirement	1,325	1,325	-
Interest and Fiscal Charges	1,657	1,640	17
Total Expenditures	<u>2,982</u>	<u>2,965</u>	<u>17</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,982)</u>	<u>(2,965)</u>	<u>17</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	2,965	2,965	-
Total Other Financing Sources and (Uses)	<u>2,965</u>	<u>2,965</u>	<u>-</u>
Net Change in Fund Balance	<u>(17)</u>	<u>-</u>	<u>17</u>
Fund Balance - Beginning	<u>17</u>	<u>17</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 17</u></u>	<u><u>\$ 17</u></u>

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City has the following nonmajor special revenue funds:

Budgeted Special Revenue Funds (GAAP Basis)

Local Option Gas Tax

To account for the City's share of the six-cent local option gas tax revenues designated for road improvements and maintenance projects.

Recreation Impact Fee Fund

To account for impact fees collected and spent based on charges to new living units constructed. Revenue is restricted for park acquisition and improvements. Impact fees are assessed based upon City ordinance and adopted pursuant to Florida Law.

Local Option Sales Tax

To account for the City's share of the local option sales tax revenues designated for improvements and infrastructure projects.

Building Division

To account for the collection of building permit revenues and payment of expenditures associated with providing inspection related services.

Federal Grants Fund

To account for the revenues and expenditures related to several grant projects reimbursed by federal grantor agencies.

Shingle Creek Regional Trail

To account for the revenues and expenditures related LAP agreements with the Florida Department of Transportation to provide for the construction of the Shingle Creek Regional Trail.

Mobility Fee Fund

To account for mobility fees collected and spent based on charges to new living units constructed. Revenue is restricted for transportation improvements. Mobility fees are assessed based upon City ordinance and replace the transportation impact fee program.

State Housing Initiative Program

To account for revenues and expenditures related to the State Housing Initiative Program with funding provided by the Florida Housing Finance Corporation. These funds are used to provide down payment assistance, housing rehabilitation, foreclosure prevention, and rental deposit assistance.

Victims of Crime Act Grant

To account for revenues and expenditures related to the U.S. DOJ grant established under the 1984 Victims of Crime Act awarded for the various prevention programs.

Justice Assistance Grant

To account for the revenues and expenditures associated with the U. S. Department of Justice (DOJ), Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Paving Assessments

To account for the costs associated with paving projects. One-third of the project costs are paid by the Gas Tax Fund while the remaining two-thirds are assessed to property owners.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

Charter School

To account for the funds received from the Osceola County School District and related expenditures to the management firm that operates the City's charter school.

CARES Act Relief

To account for revenues and expenditures related to the U.S. Department of the Treasury COVID-19 assistance.

Neighborhood Stabilization and HOME

To account for revenues and expenditures related to the U.S. Department of Housing and Urban Development (HUD) housing assistance programs to qualifying low-income families.

Community Development Block Grant

To account for revenues and expenditures related to the U.S. Department of HUD Community Development Block Grant.

Non-Budgeted Special Revenue Funds

Section 8 HAPP

To account for expenditures associated with various housing related projects.

Police and Firefighters Premium Tax Trust

To account for excise tax imposed on homeowners' insurance premiums collected by the State of Florida Department of Revenue and remitted to the City. These tax revenues are to be used as retirement contributions to Police and Firefighters' Pension plans.

Supplementary Care

To account for revenue received from individuals buying supplementary care in the City cemetery. Interest can be transferred to the General Fund to defray the cost of cemetery operations and maintenance.

DEBT SERVICE FUNDS

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. The City has the following nonmajor debt service funds:

Budgeted Debt Service Funds (GAAP Basis)

FmHA Bond

Accounts for the payment of principal and interest on the 1980 and 1981 Excise Tax Revenue Bonds. Occupational license revenue is pledged for payment of these bonds. Transfers are made from the General Fund.

2015B Refunding Note

Accounts for the payment of principal and interest on the 2015B Refunding Note to refund the 2004 CRA Revenue Note. Tax increment financing revenues are used for annual debt service payments.

2014A Revenue Note

Accounts for the payment of principal and interest on the 2014A Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

Series 2017 Revenue Note

Accounts for the payment of principal and interest on the 2017 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

2010A Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010A Refunding Revenue Note to advance refund the 2005 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2010B Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010B Refunding Revenue Note. Monies from the Local Option sales tax are used for annual debt service payments.

2010C Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010C Refunding Revenue Note. Monies from the Local Option gas tax are used for annual debt service payments.

2011B Capital Refunding Note

Accounts for the payment of principal and interest on the 2011B Capital Refunding Note. Revenue received from Local Option sales tax is used for annual debt service payments.

Non-Budgeted Debt Service Fund

2021 Line of Credit Debt

Accounts for the payment of principal and interest on the 2021 Line of Credit. Monies from the one-cent sales tax are used for annual debt service payments.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. The City has the following capital projects funds:

Budgeted Capital Projects Fund (GAAP Basis)

2014A Note Capital Project

To account for the proceeds of the 2014A Revenue Note to be used for Lakefront Park and road improvement projects.

2016 Revenue Note Construction

To account for the proceeds of the 2016 Refunding Revenue Note to be used for capital improvement projects.

2018 Line of Credit

To account for the proceeds of the 2018 Line of Credit Direct Borrowing to be used for various improvement projects.

2017 Note Capital Projects

To account for the proceeds of the 2017 Commercial Note to be used for various improvement projects.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

Non-Budgeted Capital Project Funds

2010C Note Capital Project

To account for the proceeds of the 2010C Revenue Note to be used for road improvement projects.

Lakefront Sales Tax 2009A Capital Project Fund

To account for the proceeds of the 2009A Revenue Note to be used for the construction of projects in the Lakefront Restoration Project.

2021 Line of Credit

To account for the proceeds of the 2021 Line of Credit to be used for refinancing previous lines of credit.

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2021
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	\$ 25,982	\$ 3,384	\$ -	\$ 29,366
Restricted Cash and Investments	1,572	-	1,935	3,507
Due from TWA	3	-	-	3
Due from Other Funds	-	-	460	460
Due from Other Governments	2,299	-	-	2,299
Total Assets	<u>\$ 29,856</u>	<u>\$ 3,384</u>	<u>\$ 2,395</u>	<u>\$ 35,635</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 477	\$ -	\$ 8	\$ 485
Contracts Payable	29	-	-	29
Accrued Liabilities	-	3,325	-	3,325
Due to Other Funds	377	-	-	377
Advanced Grants	164	-	-	164
Total Liabilities	<u>1,047</u>	<u>3,325</u>	<u>8</u>	<u>4,380</u>
Deferred Inflows of Resources				
Unavailable Earned Revenues	215	-	-	215
Total Deferred Inflows of Resources	<u>215</u>	<u>-</u>	<u>-</u>	<u>215</u>
Fund Balances:				
Nonspendable Supplementary Care	1,135	-	-	1,135
Restricted for Transportation Projects	10,989	-	-	10,989
Restricted for Public Safety Projects	8	-	-	8
Restricted for Development Services	4,714	-	-	4,714
Restricted for Economic Development	226	-	-	226
Restricted for Recreation Projects	1,795	-	-	1,795
Restricted for Charter School	2,913	-	-	2,913
Restricted for Construction Projects	-	-	2,387	2,387
Restricted for Other Capital Improvements	6,870	-	-	6,870
Assigned for Debt Service	-	59	-	59
Unassigned (Deficit)	(56)	-	-	(56)
Total Fund Balances	<u>28,594</u>	<u>59</u>	<u>2,387</u>	<u>31,040</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ 29,856</u>	<u>\$ 3,384</u>	<u>\$ 2,395</u>	<u>\$ 35,635</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
Fiscal Year Ended September 30, 2021
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	\$ 11,322	\$ -	\$ -	\$ 11,322
Permits, Fees and Special Assessments	1,827	-	-	1,827
Intergovernmental Revenues	11,623	-	-	11,623
Charges for Services	778	-	-	778
Investment Income (Loss)	(157)	-	(35)	(192)
Miscellaneous Revenues	324	-	78	402
Total Revenues	<u>25,717</u>	<u>-</u>	<u>43</u>	<u>25,760</u>
EXPENDITURES				
Current:				
General Government	6,396	-	-	6,396
Public Safety	6,925	-	-	6,925
Transportation	3,908	-	-	3,908
Economic Environment	1,468	-	-	1,468
Culture/Recreation	584	-	-	584
Capital Outlay	-	-	43	43
Debt Service:				
Principal Retirement	218	3,016	-	3,234
Interest and Fiscal Charges	96	884	-	980
Total Expenditures	<u>19,595</u>	<u>3,900</u>	<u>43</u>	<u>23,538</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>6,122</u>	<u>(3,900)</u>	<u>-</u>	<u>2,222</u>
OTHER FINANCING SOURCES and (USES)				
Transfers In	1,152	3,917	-	5,069
Transfers (Out)	(6,663)	-	-	(6,663)
Issuance of Notes Payable/Refunded Notes Payable	-	-	16,350	16,350
Payment to Refunded Notes Escrow Agent	-	-	(16,350)	(16,350)
Issuance of Capital Lease	2,320	-	-	2,320
Total Other Financing Sources and (Uses)	<u>(3,191)</u>	<u>3,917</u>	<u>-</u>	<u>726</u>
Net Change in Fund Balances	<u>2,931</u>	<u>17</u>	<u>-</u>	<u>2,948</u>
Fund Balances - Beginning	<u>25,663</u>	<u>42</u>	<u>2,387</u>	<u>28,092</u>
Fund Balances - Ending	<u><u>\$ 28,594</u></u>	<u><u>\$ 59</u></u>	<u><u>\$ 2,387</u></u>	<u><u>\$ 31,040</u></u>

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2021
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Local Option Sales Tax	Building Division
ASSETS				
Cash and Cash Equivalents	\$ 3,781	\$ 1,871	\$ 5,253	\$ 4,742
Restricted Cash and Investments	-	-	-	-
Due from TWA	3	-	-	-
Due from Other Governments	260	-	1,534	-
Total Assets	\$ 4,044	\$ 1,871	\$ 6,787	\$ 4,742
LIABILITIES				
Accounts Payable	\$ 47	\$ 76	\$ 106	\$ 28
Contracts Payable	-	-	29	-
Due to Other Funds	-	-	-	-
Advanced Grants	-	-	-	-
Total Liabilities	47	76	135	28
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES (DEFICITS)				
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	3,997	-	-	-
Restricted for Public Safety Projects	-	-	-	-
Restricted for Development Services	-	-	-	4,714
Restricted for Economic Development	-	-	-	-
Restricted for Recreation Projects	-	1,795	-	-
Restricted for Charter School	-	-	-	-
Restricted for Other Capital	-	-	-	-
Improvements	-	-	6,652	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficits)	3,997	1,795	6,652	4,714
Total Liabilities, Deferred Inflows and Fund Balances	\$ 4,044	\$ 1,871	\$ 6,787	\$ 4,742

Federal Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act	Justice Assistance Grant	Paving Assessments
\$ 218	\$ 239	\$ 6,767	\$ 382	\$ 1	\$ 34	\$ 1
-	-	-	-	-	-	-
-	-	-	-	-	-	-
98	127	-	-	10	32	-
<u>\$ 316</u>	<u>\$ 366</u>	<u>\$ 6,767</u>	<u>\$ 382</u>	<u>\$ 11</u>	<u>\$ 66</u>	<u>\$ 1</u>
\$ -	\$ 75	\$ -	\$ -	\$ 1	\$ -	\$ -
-	-	-	-	-	-	-
-	-	-	-	12	58	-
-	-	-	164	-	-	-
-	75	-	164	13	58	-
98	67	-	-	5	-	-
98	67	-	-	5	-	-
-	-	-	-	-	-	-
-	224	6,767	-	-	-	1
-	-	-	-	-	8	-
-	-	-	-	-	-	-
-	-	-	218	-	-	-
-	-	-	-	-	-	-
218	-	-	-	-	-	-
-	-	-	-	(7)	-	-
218	224	6,767	218	(7)	8	1
<u>\$ 316</u>	<u>\$ 366</u>	<u>\$ 6,767</u>	<u>\$ 382</u>	<u>\$ 11</u>	<u>\$ 66</u>	<u>\$ 1</u>

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2021
(In Thousands)

	Charter School	CARES Act Relief	Neighborhood Stabilization and Home	Community Development Block Grant
ASSETS				
Cash and Cash Equivalents	\$ 1,361	\$ 5	\$ -	\$ 188
Restricted Cash and Investments	1,572	-	-	-
Due from TWA	-	-	-	-
Due from Other Governments	82	-	35	121
Total Assets	\$ 3,015	\$ 5	\$ 35	\$ 309
LIABILITIES				
Accounts Payable	\$ 102	\$ 1	\$ -	\$ 41
Contracts Payable	-	-	-	-
Due to Other Funds	-	-	30	277
Advanced Grants	-	-	-	-
Total Liabilities	102	1	30	318
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	35	10
Total Deferred Inflows of Resources	-	-	35	10
FUND BALANCES (DEFICITS)				
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	-	-	-	-
Restricted for Public Safety Projects	-	-	-	-
Restricted for Development Services	-	-	-	-
Restricted for Economic Development	-	4	-	-
Restricted for Recreation Projects	-	-	-	-
Restricted for Charter School	2,913	-	-	-
Restricted for Other Capital Improvements	-	-	-	-
Unassigned (Deficit)	-	-	(30)	(19)
Total Fund Balances (Deficits)	2,913	4	(30)	(19)
Total Liabilities, Deferred Inflows and Fund Balances	\$ 3,015	\$ 5	\$ 35	\$ 309

Section 8 HAPP Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ 4	\$ -	\$ 1,135	\$ 25,982
-	-	-	1,572
-	-	-	3
-	-	-	2,299
<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,135</u>	<u>\$ 29,856</u>
\$ -	\$ -	\$ -	\$ 477
-	-	-	29
-	-	-	377
-	-	-	164
-	-	-	1,047
-	-	-	215
-	-	-	215
-	-	1,135	1,135
-	-	-	10,989
-	-	-	8
-	-	-	4,714
4	-	-	226
-	-	-	1,795
-	-	-	2,913
-	-	-	6,870
-	-	-	(56)
<u>4</u>	<u>-</u>	<u>1,135</u>	<u>28,594</u>
<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,135</u>	<u>\$ 29,856</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Local Option Sales Tax
REVENUES			
Taxes	\$ 2,767	\$ -	\$ 8,555
Permits, Fees and Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	18	583	-
Investment Income (Loss)	(10)	2	(97)
Miscellaneous Revenues	1	-	-
Total Revenues	<u>2,776</u>	<u>585</u>	<u>8,458</u>
EXPENDITURES			
Current:			
General Government	-	-	936
Public Safety	-	-	2,584
Transportation	1,761	-	620
Economic Environment	-	-	-
Culture/Recreation	-	137	447
Principal Retirement	-	-	218
Interest and Fiscal Charges	-	-	96
Total Expenditures	<u>1,761</u>	<u>137</u>	<u>4,901</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,015</u>	<u>448</u>	<u>3,557</u>
OTHER FINANCING SOURCES and (USES)			
Transfers In	611	-	-
Transfers (Out)	(905)	(227)	(4,425)
Issuance of Capital Lease	-	-	2,320
Total Other Financing Sources and (Uses)	<u>(294)</u>	<u>(227)</u>	<u>(2,105)</u>
Net Change in Fund Balances	721	221	1,452
Fund Balances (Deficits) - Beginning	3,276	1,574	5,200
Fund Balances (Deficits) - Ending	<u>\$ 3,997</u>	<u>\$ 1,795</u>	<u>\$ 6,652</u>

Building Division	Federal Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
494	-	-	1,305	-	-
-	101	2,527	-	-	24
177	-	-	-	-	-
(31)	2	-	(7)	3	-
-	218	-	-	28	-
640	321	2,527	1,298	31	24
-	-	-	-	-	-
2,577	-	-	-	-	68
-	-	1,514	2	-	-
-	-	-	-	12	-
-	-	-	-	-	-
-	-	-	-	-	-
2,577	-	1,514	2	12	68
(1,937)	321	1,013	1,296	19	(44)
5	-	227	-	-	39
-	-	-	(443)	-	-
-	-	-	-	-	-
5	-	227	(443)	-	39
(1,932)	321	1,240	853	19	(5)
6,646	(103)	(1,016)	5,914	199	(2)
\$ 4,714	\$ 218	\$ 224	\$ 6,767	\$ 218	\$ (7)

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	Justice Assistance Grant	Paving Assessments	Charter School	CARES Act Relief
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits, Fees and Special Assessments	-	28	-	-
Intergovernmental Revenues	66	-	5,928	1,115
Charges for Services	-	-	-	-
Investment Income (Loss)	-	1	(14)	(5)
Miscellaneous Revenues	-	-	-	-
Total Revenues	<u>66</u>	<u>29</u>	<u>5,914</u>	<u>1,110</u>
EXPENDITURES				
Current:				
General Government	-	-	5,460	-
Public Safety	293	-	-	-
Transportation	-	11	-	-
Economic Environment	-	-	-	1,115
Culture/Recreation	-	-	-	-
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	<u>293</u>	<u>11</u>	<u>5,460</u>	<u>1,115</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(227)</u>	<u>18</u>	<u>454</u>	<u>(5)</u>
OTHER FINANCING SOURCES and (USES)				
Transfers In	270	-	-	-
Transfers (Out)	-	(17)	(646)	-
Issuance of Capital Lease	-	-	-	-
Total Other Financing Sources and (Uses)	<u>270</u>	<u>(17)</u>	<u>(646)</u>	<u>-</u>
Net Change in Fund Balances	43	1	(192)	(5)
Fund Balances (Deficits) - Beginning	(35)	-	3,105	9
Fund Balances (Deficits) - Ending	<u>\$ 8</u>	<u>\$ 1</u>	<u>\$ 2,913</u>	<u>\$ 4</u>

Neighborhood Stabilization and Home	Community Development Block Grant	Section 8 HAPP Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,322
-	-	-	-	-	1,827
-	459	-	1,403	-	11,623
-	-	-	-	-	778
-	-	-	-	(1)	(157)
-	-	-	-	77	324
-	459	-	1,403	76	25,717
-	-	-	-	-	6,396
-	-	-	1,403	-	6,925
-	-	-	-	-	3,908
18	323	-	-	-	1,468
-	-	-	-	-	584
-	-	-	-	-	218
-	-	-	-	-	96
18	323	-	1,403	-	19,595
(18)	136	-	-	76	6,122
-	-	-	-	-	1,152
-	-	-	-	-	(6,663)
-	-	-	-	-	2,320
-	-	-	-	-	(3,191)
(18)	136	-	-	76	2,931
(12)	(155)	4	-	1,059	25,663
<u>\$ (30)</u>	<u>\$ (19)</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,135</u>	<u>\$ 28,594</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION GAS TAX
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	\$ 2,725	\$ 2,767	\$ 42
Charges for Services	3	18	15
Investment Income (Loss)	20	(10)	(30)
Miscellaneous Revenues	1	1	-
Total Revenues	<u>2,749</u>	<u>2,776</u>	<u>27</u>
EXPENDITURES			
Transportation	5,510	1,761	3,749
Capital Outlay	-	-	-
Total Expenditures	<u>5,510</u>	<u>1,761</u>	<u>3,749</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,761)</u>	<u>1,015</u>	<u>3,776</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	599	611	12
Transfers (Out)	(917)	(905)	12
Total Other Financing Sources and (Uses)	<u>(318)</u>	<u>(294)</u>	<u>24</u>
Net Change in Fund Balance	(3,079)	721	3,800
Fund Balance (Deficit) - Beginning	<u>3,079</u>	<u>3,276</u>	<u>197</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 3,997</u></u>	<u><u>\$ 3,997</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RECREATION IMPACT FEE FUND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Charges for Services	\$ 300	\$ 583	\$ 283
Investment Income (Loss)	10	2	(8)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>310</u>	<u>585</u>	<u>275</u>
EXPENDITURES			
Culture/Recreation	1,637	137	1,500
Capital Outlay	-	-	-
Total Expenditures	<u>1,637</u>	<u>137</u>	<u>1,500</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,327)</u>	<u>448</u>	<u>1,775</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(227)	(227)	-
Total Other Financing Sources and (Uses)	<u>(227)</u>	<u>(227)</u>	<u>-</u>
Net Change in Fund Balance	(1,554)	221	1,775
Fund Balance (Deficit) - Beginning	<u>1,554</u>	<u>1,574</u>	<u>20</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 1,795</u>	<u>\$ 1,795</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	\$ 8,700	\$ 8,555	\$ (145)
Intergovernmental Revenues	500	-	(500)
Investment Income (Loss)	30	(97)	(127)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>9,230</u>	<u>8,458</u>	<u>(772)</u>
EXPENDITURES			
General Government	3,199	936	2,263
Public Safety	537	2,584	(2,047)
Transportation	3,432	620	2,812
Culture/Recreation	2,791	447	2,344
Debt Service:			
Principal Retirement	314	218	96
Interest and Fiscal Charges	-	96	(96)
Total Expenditures	<u>10,273</u>	<u>4,901</u>	<u>5,372</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,043)</u>	<u>3,557</u>	<u>4,600</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(4,525)	(4,425)	100
Issuance of Capital Lease	-	2,320	2,320
Total Other Financing Sources and (Uses)	<u>(4,525)</u>	<u>(2,105)</u>	<u>2,420</u>
Net Change in Fund Balance	<u>(5,568)</u>	<u>1,452</u>	<u>7,020</u>
Fund Balance (Deficit) - Beginning	<u>5,568</u>	<u>5,200</u>	<u>(368)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 6,652</u>	<u>\$ 6,652</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BUILDING DIVISION
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits, Fees and Special Assessments	\$ 868	\$ 494	\$ (374)
Charges for Services	57	177	120
Investment Income (Loss)	75	(31)	(106)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>1,000</u>	<u>640</u>	<u>(360)</u>
EXPENDITURES			
Public Safety	7,276	2,577	4,699
Capital Outlay	-	-	-
Total Expenditures	<u>7,276</u>	<u>2,577</u>	<u>4,699</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(6,276)</u>	<u>(1,937)</u>	<u>4,339</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	5	5	-
Total Other Financing Sources and (Uses)	<u>5</u>	<u>5</u>	<u>-</u>
Net Change in Fund Balance	(6,271)	(1,932)	4,339
Fund Balance (Deficit) - Beginning	<u>6,271</u>	<u>6,646</u>	<u>375</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 4,714</u></u>	<u><u>\$ 4,714</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FEDERAL GRANTS FUND
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ -	\$ 101	\$ 101
Investment Income (Loss)	-	2	2
Miscellaneous Revenues	218	218	-
Total Revenues	218	321	103
EXPENDITURES			
General Government	18	-	18
Economic Environment	398	-	398
Total Expenditures	416	-	416
Net Change in Fund Balance	(198)	321	519
Fund Balance (Deficit) - Beginning	198	(103)	(301)
Fund Balance (Deficit) - Ending	\$ -	\$ 218	\$ 218

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHINGLE CREEK REGIONAL TRAIL
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 206	\$ 2,527	\$ 2,321
Investment Income (Loss)	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	<u>206</u>	<u>2,527</u>	<u>2,321</u>
EXPENDITURES			
Transportation	2,206	1,514	692
Total Expenditures	<u>2,206</u>	<u>1,514</u>	<u>692</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,000)</u>	<u>1,013</u>	<u>3,013</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	227	227	-
Total Other Financing Sources and (Uses)	<u>227</u>	<u>227</u>	<u>-</u>
Net Change in Fund Balance	(1,773)	1,240	3,013
Fund Balance (Deficit) - Beginning	<u>1,773</u>	<u>(1,016)</u>	<u>(2,789)</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 224</u></u>	<u><u>\$ 224</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MOBILITY FEE FUND
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits, Fees and Special Assessments	\$ 1,237	\$ 1,305	\$ 68
Investment Income (Loss)	30	(7)	(37)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>1,267</u>	<u>1,298</u>	<u>31</u>
EXPENDITURES			
Transportation	6,767	2	6,765
Capital Outlay	-	-	-
Total Expenditures	<u>6,767</u>	<u>2</u>	<u>6,765</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(5,500)</u>	<u>1,296</u>	<u>6,796</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(443)	(443)	-
Total Other Financing Sources and (Uses)	<u>(443)</u>	<u>(443)</u>	<u>-</u>
Net Change in Fund Balance	(5,943)	853	6,796
Fund Balance (Deficit) - Beginning	<u>5,943</u>	<u>5,914</u>	<u>(29)</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 6,767</u></u>	<u><u>\$ 6,767</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PROGRAM
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ -	\$ -	\$ -
Investment Income (Loss)	-	3	3
Miscellaneous Revenues	57	28	(29)
Total Revenues	<u>57</u>	<u>31</u>	<u>(26)</u>
EXPENDITURES			
Economic Environment	225	12	213
Total Expenditures	<u>225</u>	<u>12</u>	<u>213</u>
Net Change in Fund Balance	(168)	19	187
Fund Balance (Deficit) - Beginning	<u>168</u>	<u>199</u>	<u>31</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 218</u>	<u>\$ 218</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
VICTIM OF CRIME ACT
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 85	\$ 24	\$ (61)
Total Revenues	<u>85</u>	<u>24</u>	<u>(61)</u>
EXPENDITURES			
Public Safety	<u>85</u>	<u>68</u>	<u>17</u>
Total Expenditures	<u>85</u>	<u>68</u>	<u>17</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>(44)</u>	<u>(44)</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	<u>-</u>	<u>39</u>	<u>39</u>
Total Other Financing Sources and (Uses)	<u>-</u>	<u>39</u>	<u>39</u>
Net Change in Fund Balance	<u>-</u>	<u>(5)</u>	<u>(5)</u>
Fund Balance (Deficit) - Beginning	<u>-</u>	<u>(2)</u>	<u>(2)</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ (7)</u></u>	<u><u>\$ (7)</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
JUSTICE ASSISTANCE GRANT
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 31	\$ 66	\$ 35
Total Revenues	<u>31</u>	<u>66</u>	<u>35</u>
EXPENDITURES			
Public Safety	302	293	9
Total Expenditures	<u>302</u>	<u>293</u>	<u>9</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(271)</u>	<u>(227)</u>	<u>44</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	270	270	-
Total Other Financing Sources and (Uses)	<u>270</u>	<u>270</u>	<u>-</u>
Net Change in Fund Balance	(1)	43	44
Fund Balance (Deficit) - Beginning	<u>1</u>	<u>(35)</u>	<u>(36)</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 8</u></u>	<u><u>\$ 8</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PAVING ASSESSMENTS
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Permits, Fees and Special Assessments	\$ 28	\$ 28	\$ -
Investment Income (Loss)	-	1	1
Total Revenues	<u>28</u>	<u>29</u>	<u>1</u>
EXPENDITURES			
Transportation	11	11	-
Total Expenditures	<u>11</u>	<u>11</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>17</u>	<u>18</u>	<u>1</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(17)	(17)	-
Total Other Financing Sources and (Uses)	<u>(17)</u>	<u>(17)</u>	<u>-</u>
Net Change in Fund Balance	-	1	1
Fund Balance (Deficit) - Beginning	-	-	-
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 1</u></u>	<u><u>\$ 1</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CHARTER SCHOOL
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 5,600	\$ 5,928	\$ 328
Investment Income (Loss)	40	(14)	(54)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>5,640</u>	<u>5,914</u>	<u>274</u>
EXPENDITURES			
General Government	7,977	5,460	2,517
Capital Outlay	-	-	-
Total Expenditures	<u>7,977</u>	<u>5,460</u>	<u>2,517</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,337)</u>	<u>454</u>	<u>2,791</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(646)	(646)	-
Total Other Financing Sources and (Uses)	<u>(646)</u>	<u>(646)</u>	<u>-</u>
Net Change in Fund Balance	(2,983)	(192)	2,791
Fund Balance (Deficit) - Beginning	<u>2,983</u>	<u>3,105</u>	<u>122</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 2,913</u></u>	<u><u>\$ 2,913</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CARES ACT RELIEF
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 687	\$ 1,115	\$ 428
Investment Income (Loss)	-	(5)	(5)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>687</u>	<u>1,110</u>	<u>423</u>
EXPENDITURES			
Economic Environment	<u>688</u>	<u>1,115</u>	<u>(427)</u>
Total Expenditures	<u>688</u>	<u>1,115</u>	<u>(427)</u>
Net Change in Fund Balance	(1)	(5)	(4)
Fund Balance (Deficit) - Beginning	<u>1</u>	<u>9</u>	<u>8</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 4</u>	<u>\$ 4</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
NEIGHBORHOOD STABILIZATION AND HOME
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Miscellaneous Revenues	\$ 345	\$ -	\$ (345)
Total Revenues	<u>345</u>	<u>-</u>	<u>(345)</u>
EXPENDITURES			
Economic Environment	<u>772</u>	<u>18</u>	<u>754</u>
Total Expenditures	<u>772</u>	<u>18</u>	<u>754</u>
Net Change in Fund Balance	(427)	(18)	409
Fund Balance (Deficit) - Beginning	<u>427</u>	<u>(12)</u>	<u>(439)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ (30)</u>	<u>\$ (30)</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 725	\$ 459	\$ (266)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>725</u>	<u>459</u>	<u>(266)</u>
EXPENDITURES			
Economic Environment	<u>1,706</u>	<u>323</u>	<u>1,383</u>
Total Expenditures	<u>1,706</u>	<u>323</u>	<u>1,383</u>
Net Change in Fund Balance	(981)	136	1,117
Fund Balance (Deficit) - Beginning	<u>981</u>	<u>(155)</u>	<u>(1,136)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ (19)</u>	<u>\$ (19)</u>

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CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
September 30, 2021
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	Series 2017 Revenue Note	2010A Refunding Revenue Note
ASSETS					
Cash and Cash Equivalents	\$ 42	\$ 241	\$ 518	\$ -	\$ 887
Total Assets	<u>\$ 42</u>	<u>\$ 241</u>	<u>\$ 518</u>	<u>\$ -</u>	<u>\$ 887</u>
LIABILITIES					
Accrued Liabilities	\$ -	\$ 241	\$ 518	\$ -	\$ 887
Total Liabilities	<u>-</u>	<u>241</u>	<u>518</u>	<u>-</u>	<u>887</u>
FUND BALANCE					
Assigned for Debt Service	<u>42</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Fund Balances	<u>42</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 42</u>	<u>\$ 241</u>	<u>\$ 518</u>	<u>\$ -</u>	<u>\$ 887</u>

2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	Total Nonmajor Debt Service Funds
\$ 693	\$ 244	\$ 742	\$ 17	\$ 3,384
<u>\$ 693</u>	<u>\$ 244</u>	<u>\$ 742</u>	<u>\$ 17</u>	<u>\$ 3,384</u>
\$ 693	\$ 244	\$ 742	\$ -	\$ 3,325
<u>693</u>	<u>244</u>	<u>742</u>	<u>-</u>	<u>3,325</u>
-	-	-	17	59
-	-	-	17	59
<u>\$ 693</u>	<u>\$ 244</u>	<u>\$ 742</u>	<u>\$ 17</u>	<u>\$ 3,384</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR DEBT SERVICE FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	Series 2017 Revenue Note	2010A Refunding Revenue Note
REVENUES					
Investment Income (Loss)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES					
Debt Service					
Principal Retirement	26	200	410	-	845
Interest and Fiscal Charges	3	82	215	178	83
Total Expenditures	<u>29</u>	<u>282</u>	<u>625</u>	<u>178</u>	<u>928</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(29)</u>	<u>(282)</u>	<u>(625)</u>	<u>(178)</u>	<u>(928)</u>
OTHER FINANCING SOURCES AND (USES)					
Transfers In	29	282	625	178	928
Total Other Financing Sources And (Uses)	<u>29</u>	<u>282</u>	<u>625</u>	<u>178</u>	<u>928</u>
Net Change in Fund Balances	-	-	-	-	-
Fund Balances - Beginning	42	-	-	-	-
Fund Balances - Ending	<u>\$ 42</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	Total Nonmajor Debt Service Funds
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
645	210	680	-	3,016
96	69	124	34	884
741	279	804	34	3,900
(741)	(279)	(804)	(34)	(3,900)
741	279	804	51	3,917
741	279	804	51	3,917
-	-	-	17	17
-	-	-	-	42
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17</u>	<u>\$ 59</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FmHA BOND
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
General Government	42	-	42
Debt Service			
Principal Retirement	26	26	-
Interest and Fiscal Charges	3	3	-
Total Expenditures	71	29	42
Excess (Deficiency) of Revenues Over (Under) Expenditures	(71)	(29)	42
OTHER FINANCING SOURCES			
Transfers In	29	29	-
Total Other Financing Sources	29	29	-
Net Change in Fund Balance	(42)	-	42
Fund Balance - Beginning	42	42	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 42</u>	<u>\$ 42</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2015B REFUNDING NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	200	200	-
Interest and Fiscal Charges	82	82	-
Total Expenditures	<u>282</u>	<u>282</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(282)</u>	<u>(282)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	<u>282</u>	<u>282</u>	<u>-</u>
Total Other Financing Sources	<u>282</u>	<u>282</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2014A REVENUE NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	410	410	-
Interest and Fiscal Charges	215	215	-
Total Expenditures	<u>625</u>	<u>625</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(625)</u>	<u>(625)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	625	625	-
Total Other Financing Sources	<u>625</u>	<u>625</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2017 REVENUE NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Interest and Fiscal Charges	420	178	242
Total Expenditures	<u>420</u>	<u>178</u>	<u>242</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(420)</u>	<u>(178)</u>	<u>242</u>
OTHER FINANCING SOURCES			
Transfers In	420	178	(242)
Total Other Financing Sources	<u>420</u>	<u>178</u>	<u>(242)</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010A REFUNDING REVENUE NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	845	845	-
Interest and Fiscal Charges	69	83	(14)
Total Expenditures	<u>914</u>	<u>928</u>	<u>(14)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(914)</u>	<u>(928)</u>	<u>(14)</u>
OTHER FINANCING SOURCES			
Transfers In	914	928	14
Total Other Financing Sources	<u>914</u>	<u>928</u>	<u>14</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010B REFUNDING REVENUE NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	645	645	-
Interest and Fiscal Charges	96	96	-
Total Expenditures	<u>741</u>	<u>741</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(741)</u>	<u>(741)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	<u>741</u>	<u>741</u>	<u>-</u>
Total Other Financing Sources	<u>741</u>	<u>741</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010C REFUNDING REVENUE NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	210	210	-
Interest and Fiscal Charges	69	69	-
Total Expenditures	<u>279</u>	<u>279</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(279)</u>	<u>(279)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	<u>279</u>	<u>279</u>	<u>-</u>
Total Other Financing Sources	<u>279</u>	<u>279</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2011B CAPITAL REFUNDING NOTE
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	680	680	-
Interest and Fiscal Charges	102	124	(22)
Total Expenditures	<u>782</u>	<u>804</u>	<u>(22)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(782)</u>	<u>(804)</u>	<u>(22)</u>
OTHER FINANCING SOURCES			
Transfers In	782	804	22
Total Other Financing Sources	<u>782</u>	<u>804</u>	<u>22</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
September 30, 2021
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
ASSETS					
Restricted Cash and Investments	\$ 149	\$ 14	\$ 768	\$ 2	\$ 631
Due from Other Funds	-	-	-	-	-
Total Assets	<u>\$ 149</u>	<u>\$ 14</u>	<u>\$ 768</u>	<u>\$ 2</u>	<u>\$ 631</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ 8	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>	<u>8</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for Construction Projects	149	14	760	2	631
Total Fund Balances	<u>149</u>	<u>14</u>	<u>760</u>	<u>2</u>	<u>631</u>
Total Liabilities and Fund Balances	<u>\$ 149</u>	<u>\$ 14</u>	<u>\$ 768</u>	<u>\$ 2</u>	<u>\$ 631</u>

2017 Note Capital Project	2021 Line of Credit	Total Nonmajor Capital Projects Funds
\$ 371	\$ -	\$ 1,935
460	-	460
<u>\$ 831</u>	<u>\$ -</u>	<u>\$ 2,395</u>
\$ -	\$ -	\$ 8
-	-	8
831	-	2,387
831	-	2,387
<u>\$ 831</u>	<u>\$ -</u>	<u>\$ 2,395</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
For the Fiscal Year Ended September 30, 2021
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
REVENUES					
Investment Income (Loss)	\$ -	\$ -	\$ (28)	\$ -	\$ (2)
Miscellaneous Revenues	-	-	78	-	-
Total Revenues	-	-	50	-	(2)
EXPENDITURES					
Capital Outlay	11	-	32	-	-
Total Expenditures	11	-	32	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(11)	-	18	-	(2)
OTHER FINANCING SOURCES (USES)					
Issuance of Notes Payable/Refunded Notes Payable	-	-	-	-	-
Payment to Refunded Notes Escrow Agent	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	(11)	-	18	-	(2)
Fund Balances - Beginning	160	14	742	2	633
Fund Balances - Ending	<u>\$ 149</u>	<u>\$ 14</u>	<u>\$ 760</u>	<u>\$ 2</u>	<u>\$ 631</u>

2017 Note Capital Project	2021 Line of Credit	Total Nonmajor Capital Projects Funds
\$ (5)	\$ -	\$ (35)
-	-	78
(5)	-	43
-	-	43
-	-	43
(5)	-	-
-	16,350	16,350
-	(16,350)	(16,350)
-	-	-
(5)	-	-
836	-	2,387
<u>\$ 831</u>	<u>\$ -</u>	<u>\$ 2,387</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2014A NOTE CAPITAL PROJECT
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Capital Outlay	11	11	-
Total Expenditures	11	11	-
Net Change in Fund Balance	(11)	(11)	-
Fund Balance - Beginning	11	160	149
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 149</u>	<u>\$ 149</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2016 REVENUE NOTE CONSTRUCTION
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income (Loss)	\$ -	\$ (28)	\$ (28)
Miscellaneous Revenues	78	78	-
Total Revenues	78	50	(28)
EXPENDITURES			
Capital Outlay	2,575	32	2,543
Total Expenditures	2,575	32	2,543
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,497)	18	2,515
OTHER FINANCING SOURCES (USES)			
Transfers In	815	-	(815)
Total Other Financing Sources (Uses)	815	-	(815)
Net Change in Fund Balance	(1,682)	18	1,700
Fund Balance - Beginning	1,682	742	(940)
Fund Balance - Ending	\$ -	\$ 760	\$ 760

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2018 LINE OF CREDIT
For the Year Ended September 30, 2021
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ (2)	\$ (2)
Miscellaneous Revenues	-	-	-
Total Revenues	-	(2)	(2)
EXPENDITURES			
Capital Outlay	621	-	621
Total Expenditures	621	-	621
Net Change in Fund Balance	(621)	(2)	619
Fund Balance - Beginning	621	633	12
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 631</u>	<u>\$ 631</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2017 NOTE CAPITAL PROJECTS
For the Year Ended September 30, 2021
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income (Loss)	\$ -	\$ (5)	\$ (5)
Miscellaneous Revenues	-	-	-
Total Revenues	-	(5)	(5)
EXPENDITURES			
Capital Outlay	360	-	360
Total Expenditures	360	-	360
Excess (Deficiency) of Revenues Over (Under) Expenditures	(360)	(5)	355
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(460)	-	460
Total Other Financing Sources (Uses)	(460)	-	460
Net Change in Fund Balance	(820)	(5)	815
Fund Balance - Beginning	820	836	16
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 831</u>	<u>\$ 831</u>

INTERNAL SERVICE FUNDS

The City has three internal service funds. These funds are used to accumulate costs related to various activities and charge them back to user departments. They are as follows:

Central Services

This fund accounts for costs associated with central services which include information technology, purchasing, warehouse, garage, building maintenance, and printing. Charges for services to other departments are based on actual costs incurred.

Health Insurance

This fund accounts for the City's self-funded employee health insurance plan. Costs include insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

Risk Management

This fund accounts for the City's risk management program. Costs include all insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2021
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 667	\$ 770	\$ 6,101	\$ 7,538
Accounts Receivable (net)	14	2	-	16
Due from Other Governments	290	-	-	290
Due from KUA	25	-	-	25
Due from TWA	273	58	737	1,068
Inventories	77	-	-	77
Total Current Assets	1,346	830	6,838	9,014
Capital Assets:				
Buildings	289	-	-	289
Improvements Other Than Buildings	3,851	91	535	4,477
Software, Net	2	-	-	2
Machinery, Equipment and Vehicles	2,814	38	172	3,024
Less: Accumulated Depreciation	(5,048)	(36)	(272)	(5,356)
Total Capital Assets	1,908	93	435	2,436
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Outflows Related to OPEB	71	-	-	71
Deferred Outflows Related to Pensions	251	-	-	251
Total Deferred Outflows of Resources	322	-	-	322
LIABILITIES				
Current liabilities:				
Accounts Payable	393	-	4	397
Compensated Absences Payable	41	-	-	41
Estimated Claims Payable	-	425	1,950	2,375
Total current liabilities	434	425	1,954	2,813
Noncurrent liabilities:				
Compensated Absences Payable	166	-	-	166
Other Postemployment Benefits	414	-	-	414
Net Pension Liability	442	-	-	442
Estimated Claims Payable	-	426	1,951	2,377
Total Noncurrent Liabilities	1,022	426	1,951	3,399
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflows Related to OPEB	123	-	-	123
Deferred Inflows Related to Pensions	1,044	-	-	1,044
Total Deferred Inflows of Resources	1,167	-	-	1,167
NET POSITION				
Net Investment in Capital Assets	1,908	93	435	2,436
Unrestricted	(955)	(21)	2,933	1,957
Total Net Position	\$ 953	\$ 72	\$ 3,368	\$ 4,393

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2021
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Operating Revenues:				
Charges for Services	\$ 9,071	\$ 9,977	\$ 2,722	\$ 21,770
Miscellaneous Revenues	232	-	-	232
Total Operating Revenues	9,303	9,977	2,722	22,002
Operating Expenses:				
Personal Services	3,180	3	14	3,197
Contracted Services	703	1,716	17	2,436
Supplies and Materials	80	73	1	154
Repairs and Maintenance	2,674	-	120	2,794
Other Services and Charges	1,695	34	248	1,977
Depreciation	632	8	37	677
Claims/Premium Expense	133	8,196	2,127	10,456
Total Operating Expenses	9,097	10,030	2,564	21,691
Operating Income (Loss)	206	(53)	158	311
Nonoperating Revenues and Expenses:				
Investment Income	(5)	2	(15)	(18)
Insurance Recoveries	-	-	209	209
Gain or (Loss) from Sale of Capital Assets	(5)	-	-	(5)
Total Nonoperating Revenues and Expenses	(10)	2	194	186
Income (Loss) Before Contributions and Transfers	196	(51)	352	497
Transfers In	25	4	-	29
Change in Net Position	221	(47)	352	526
Total Net Position - Beginning	732	119	3,016	3,867
Total Net Position - Ending	<u>\$ 953</u>	<u>\$ 72</u>	<u>\$ 3,368</u>	<u>\$ 4,393</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For The Year Ended September 30, 2021
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Cash Flows from Operating Activities				
Receipts from Customers and Users	\$ 8,977	\$ 9,933	\$ 2,466	\$ 21,376
Payments to Suppliers	(5,323)	(9,716)	(2,569)	(17,608)
Payments to Employees	(3,351)	(3)	(14)	(3,368)
Net Cash Provided (Used) by Operating Activities	<u>303</u>	<u>214</u>	<u>(117)</u>	<u>400</u>
Cash Flows from Noncapital Financing Activities				
Transfers in	25	4	-	29
Transfers (out)	-	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	<u>25</u>	<u>4</u>	<u>-</u>	<u>29</u>
Cash Flows from Capital and Related Financing Activities				
Acquisition/Construction of Capital Assets	(641)	(2)	(60)	(703)
Capital Contributions	-	-	-	-
Proceeds from Sales of Capital Assets	2	-	-	2
Proceeds from Insurance Recoveries	-	-	209	209
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(639)</u>	<u>(2)</u>	<u>149</u>	<u>(492)</u>
Cash Flows from Investing Activities				
Investment Income	(5)	2	(15)	(18)
Net Cash Provided (Used) by Investing Activities	<u>(5)</u>	<u>2</u>	<u>(15)</u>	<u>(18)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(316)	218	17	(81)
Cash and Cash Equivalents at Beginning of Year	<u>983</u>	<u>552</u>	<u>6,084</u>	<u>7,619</u>
Cash and Cash Equivalents at End of Year	<u>\$ 667</u>	<u>\$ 770</u>	<u>\$ 6,101</u>	<u>\$ 7,538</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities				
Operating Income (Loss)	\$ 206	\$ (53)	\$ 158	\$ 311
Depreciation	632	8	37	677
Changes in Assets and Liabilities:				
(Increase) Decrease in Due from TWA	(188)	(43)	(256)	(487)
(Increase) Decrease in Accounts Receivable	(14)	(1)	-	(15)
(Increase) Decrease in Inventories	64	-	-	64
(Increase) Decrease in Due From Other Governments	(99)	-	1	(98)
(Increase) Decrease in Deferred Outflows OPEB	(14)	-	-	(14)
(Increase) Decrease in Deferred Outflows Pensions	35	-	-	35
Increase (Decrease) in Accounts Payable	(102)	-	4	(98)
(Increase) Decrease in Due from KUA	(25)	-	-	(25)
Increase (Decrease) in Claims Payable	-	303	(61)	242
Increase (Decrease) in OPEB Liability	(37)	-	-	(37)
Increase (Decrease) in Compensated Absences	17	-	-	17
Increase (Decrease) in Net Pension Liability	(1,267)	-	-	(1,267)
Increase (Decrease) in Deferred Inflows OPEB	66	-	-	66
Increase (Decrease) in Deferred Inflows Pensions	1,029	-	-	1,029
Total Adjustments	<u>97</u>	<u>267</u>	<u>(275)</u>	<u>89</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 303</u>	<u>\$ 214</u>	<u>\$ (117)</u>	<u>\$ 400</u>

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City of Kissimmee, Florida
Statistical Section
September 30, 2021

This part of the City of Kissimmee, Florida's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant years.

Schedule 1
City of Kissimmee, Florida

NET POSITION BY COMPONENT
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>Governmental activities</u>										
Net investment										
in capital assets	\$ 130,537	\$ 137,945	\$ 148,239	\$ 163,458	\$ 159,525	\$ 171,862	\$ 160,750	\$ 168,706	\$ 178,154	\$ 184,731
Restricted	17,963	14,019	12,220	16,865	20,474	21,469	26,878	32,621	33,231	40,052
Unrestricted	16,872	19,796	25,233	(5,079)	(3,698)	(2,528)	(4,692)	125	(3,503)	2,108
Total governmental activities net position	<u>\$ 165,372</u>	<u>\$ 171,760</u>	<u>\$ 185,692</u>	<u>\$ 175,244</u>	<u>\$ 176,301</u>	<u>\$ 190,803</u>	<u>\$ 182,936</u>	<u>\$ 201,452</u>	<u>\$ 207,882</u>	<u>\$ 226,891</u>
<u>Business-type activities</u>										
Net investment										
in capital assets	\$ 34,488	\$ 37,374	\$ 41,655	\$ 42,959	\$ 42,126	\$ 43,725	\$ 49,095	\$ 49,355	\$ 49,204	\$ 51,601
Restricted	1,383	388	12	488	24	-	36	73	69	-
Unrestricted	2,842	3,549	4,509	1,858	2,996	1,879	1,874	3,277	4,273	2,845
Total business-type activities net position	<u>\$ 38,713</u>	<u>\$ 41,311</u>	<u>\$ 46,176</u>	<u>\$ 45,305</u>	<u>\$ 45,146</u>	<u>\$ 45,604</u>	<u>\$ 51,005</u>	<u>\$ 52,705</u>	<u>\$ 53,546</u>	<u>\$ 54,446</u>
<u>Primary government</u>										
Net investment										
in capital assets	\$ 165,025	\$ 175,319	\$ 189,894	\$ 206,417	\$ 201,651	\$ 215,587	\$ 209,845	\$ 218,061	\$ 227,358	\$ 236,332
Restricted	19,346	14,407	12,232	17,353	20,498	21,469	26,914	32,694	33,300	40,052
Unrestricted	19,714	23,345	29,742	(3,221)	(702)	(649)	(2,818)	3,402	770	4,953
Total primary government net position	<u>\$ 204,085</u>	<u>\$ 213,071</u>	<u>\$ 231,868</u>	<u>\$ 220,549</u>	<u>\$ 221,447</u>	<u>\$ 236,407</u>	<u>\$ 233,941</u>	<u>\$ 254,157</u>	<u>\$ 261,428</u>	<u>\$ 281,337</u>

Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Expenses										
Governmental activities:										
General government	\$ 29,314	\$ 32,203	\$ 34,892	\$ 32,649	\$ 38,386	\$ 37,622	\$ 38,402	\$ 41,436	\$ 48,354	\$ 46,066
Public safety	30,865	31,600	32,134	33,644	36,631	40,187	39,039	42,946	45,599	44,709
Physical environment	-	-	-	-	-	-	-	-	-	-
Transportation	5,883	6,559	7,738	8,437	18,435	6,651	10,834	13,908	8,049	9,079
Economic environment	845	1,526	1,053	962	389	1,103	1,944	1,302	997	1,468
Culture/Recreation	5,924	5,430	5,499	4,255	8,360	7,534	7,659	3,940	8,110	8,183
Interest on long-term debt	1,520	1,332	1,352	1,499	3,028	2,620	2,791	2,854	2,644	2,495
Total governmental activities expenses	\$ 74,351	\$ 78,650	\$ 82,668	\$ 81,446	\$ 105,229	\$ 95,717	\$ 100,669	\$ 106,386	\$ 113,753	\$ 112,000
Business-type activities:										
Stormwater	\$ 3,312	\$ 3,409	\$ 3,546	\$ 3,725	\$ 4,029	\$ 3,998	\$ 4,633	\$ 4,941	\$ 4,885	\$ 5,363
Airport	1,181	1,248	1,231	1,425	2,160	2,497	1,564	1,707	1,640	1,751
Solid waste	3,855	3,773	4,107	4,288	4,436	4,497	4,559	5,131	5,335	5,489
Total business-type activities expenses	\$ 8,348	\$ 8,430	\$ 8,884	\$ 9,438	\$ 10,625	\$ 10,992	\$ 10,756	\$ 11,779	\$ 11,860	\$ 12,603
Total primary government net expenses	\$ 82,699	\$ 87,080	\$ 91,552	\$ 90,884	\$ 115,854	\$ 106,709	\$ 111,425	\$ 118,165	\$ 125,613	\$ 124,603
Program revenues										
Governmental activities:										
Charges for services - general government	\$ 18,328	\$ 18,661	\$ 21,352	\$ 21,837	\$ 21,855	\$ 22,162	\$ 22,737	\$ 25,376	\$ 26,837	\$ 28,541
Charges for services - public safety	8,349	10,255	8,136	6,567	8,373	8,574	10,223	11,071	9,077	8,776
Charges for services - all others	2,998	1,956	2,030	2,454	2,064	1,981	2,094	1,928	824	1,247
Operating grants and contributions	445	1,039	894	594	951	1,374	1,296	2,900	1,236	2,400
Capital grants and contributions	2,210	1,988	7,455	7,040	11,361	5,322	10,921	7,545	5,815	9,125
Total governmental activities program revenues	\$ 32,330	\$ 33,899	\$ 39,867	\$ 38,492	\$ 44,604	\$ 39,413	\$ 47,271	\$ 48,820	\$ 43,789	\$ 50,089
Business-type activities:										
Charges for services - stormwater	\$ 3,886	\$ 4,399	\$ 4,432	\$ 4,659	\$ 4,732	\$ 5,105	\$ 5,188	\$ 5,561	\$ 5,786	\$ 5,860
Charges for services - airport	878	824	925	844	856	868	932	875	828	956
Charges for services - solid waste	4,324	4,608	4,822	4,773	4,772	5,066	5,010	5,362	5,844	5,938
Operating grants and contributions	-	-	-	-	-	-	-	-	157	254
Capital grants and contributions	3,152	1,749	3,890	934	1,007	651	2,615	2,022	580	1,007
Total business-type activities program revenues	\$ 12,240	\$ 11,580	\$ 14,069	\$ 11,210	\$ 11,367	\$ 11,690	\$ 13,745	\$ 13,820	\$ 13,195	\$ 14,015
Total primary government program revenues	\$ 44,570	\$ 45,479	\$ 53,936	\$ 49,702	\$ 55,971	\$ 51,103	\$ 61,016	\$ 62,640	\$ 56,984	\$ 64,104
Net (expense) / revenue										
Governmental activities	\$ (42,021)	\$ (44,751)	\$ (42,801)	\$ (42,954)	\$ (60,625)	\$ (56,304)	\$ (53,398)	\$ (57,566)	\$ (69,964)	\$ (61,911)
Business-type activities	3,892	3,150	5,185	1,772	742	698	2,989	2,041	1,335	1,412
Total primary government net expense	\$ (38,129)	\$ (41,601)	\$ (37,616)	\$ (41,182)	\$ (59,883)	\$ (55,606)	\$ (50,409)	\$ (55,525)	\$ (68,629)	\$ (60,499)

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Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General revenues and other changes in net position										
Governmental activities:										
Property tax	\$ 11,146	\$ 11,085	\$ 11,456	\$ 11,756	\$ 11,620	\$ 12,275	\$ 13,228	\$ 14,608	\$ 16,382	\$ 17,739
Sales tax	9,135	9,601	10,420	11,106	11,885	12,412	5,318	5,434	4,567	5,460
Public service tax	6,480	6,389	6,572	6,556	6,703	6,892	6,979	7,024	7,141	7,233
Gas tax	2,397	2,634	2,581	2,582	2,773	2,657	2,811	2,831	2,525	2,767
Local option discretionary tax	-	-	-	-	-	-	7,986	8,144	7,048	8,555
State revenue sharing	1,672	1,838	2,517	2,564	2,339	2,579	2,735	2,914	2,654	3,178
Other Locally Assessed Utility Tax	-	-	-	-	-	-	-	1,650	1,664	1,727
Other taxes	2,262	2,389	2,032	2,257	2,738	2,872	3,109	1,914	2,397	3,629
Franchise fees (1)	133	141	140	159	165	154	179	184	177	197
Unrestricted intergovernmental revenues	14,370	15,000	19,616	21,069	23,911	23,371	25,531	25,546	25,641	27,090
Investment income (loss)	920	178	138	233	418	688	881	2,448	1,816	(71)
Miscellaneous revenues	951	1,116	765	1,095	1,385	1,092	1,201	2,557	1,708	1,916
Gain on sale of capital assets	157	202	171	-	-	168	26	127	2,062	942
Transfers in (out)	1,276	566	325	651	780	1,212	669	701	612	558
Total governmental activities	\$ 50,899	\$ 51,139	\$ 56,733	\$ 60,028	\$ 64,717	\$ 66,372	\$ 70,653	\$ 76,082	\$ 76,394	\$ 80,920
Business-type activities:										
Investment income (loss)	\$ 9	\$ 14	\$ 5	\$ 17	\$ 24	\$ 29	\$ 45	\$ 143	\$ 105	\$ 5
Miscellaneous revenues	-	-	-	-	-	-	37	48	7	4
Gain on sale of capital assets	-	-	-	-	48	27	52	169	6	37
Transfers in (out)	(1,276)	(566)	(325)	(651)	(780)	(1,212)	(669)	(701)	(612)	(558)
Total business-type activities	\$ (1,267)	\$ (552)	\$ (320)	\$ (634)	\$ (708)	\$ (1,156)	\$ (535)	\$ (341)	\$ (494)	\$ (512)
Total primary government	\$ 49,632	\$ 50,587	\$ 56,413	\$ 59,394	\$ 64,009	\$ 65,216	\$ 70,118	\$ 75,741	\$ 75,900	\$ 80,408
Change in net position										
Governmental activities	\$ 8,878	\$ 6,388	\$ 13,932	\$ 17,074	\$ 4,092	\$ 10,068	\$ 17,255	\$ 18,516	\$ 6,430	\$ 19,009
Business-type activities	2,625	2,598	4,865	1,138	34	(458)	2,454	1,700	841	900
Total	\$ 11,503	\$ 8,986	\$ 18,797	\$ 18,212	\$ 4,126	\$ 9,610	\$ 19,709	\$ 20,216	\$ 7,271	\$ 19,909

- (1) Franchise fees reported in charges for services in 2007 and 2008; however, clarification determined classification proper as general revenues in 2009;
- (2) During the fiscal year ended September 30, 2015, GASB Statement No. 68 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.
- (3) During the fiscal year ended September 30, 2014, a restatement of net position for governmental activities was reported due to changes in accounting principles and prior period adjustments. Periods prior to September 30, 2014 were not adjusted for these changes.
- (4) During the fiscal year ended September 30, 2018, GASB Statement No. 75 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.

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Schedule 3
City of Kissimmee, Florida

FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>General fund</u>										
Nonspendable	\$ 373	\$ 378	\$ 199	\$ 199	\$ 330	\$ 339	\$ 334	\$ 361	\$ 318	\$ 317
Restricted	685	599	1,355	1,347	1,287	930	634	667	479	560
Assigned	927	1,614	1,695	990	2,188	1,814	1,971	736	3,768	3,448
Unassigned	18,755	19,724	21,729	23,023	23,449	25,435	28,350	31,723	30,432	35,067
Total general fund	\$ 20,740	\$ 22,315	\$ 24,978	\$ 25,559	\$ 27,254	\$ 28,518	\$ 31,289	\$ 33,487	\$ 34,997	\$ 39,392
<u>All other governmental funds</u>										
Nonspendable	\$ 703	\$ 739	\$ 762	\$ 802	\$ 839	\$ 883	\$ 1,033	\$ 995	\$ 1,059	\$ 1,135
Restricted	21,696	15,199	15,863	20,123	52,800	48,117	45,341	40,641	31,640	37,156
Assigned	42	42	42	86	103	59	59	59	59	76
Unassigned	(1,435)	(1,435)	(527)	(1,005)	(1,397)	(816)	(400)	(981)	(1,460)	(56)
Total all other governmental funds	\$ 21,006	\$ 14,545	\$ 16,140	\$ 20,006	\$ 52,345	\$ 48,243	\$ 46,033	\$ 40,714	\$ 31,298	\$ 38,311
Total fund balances all governmental funds	\$ 41,746	\$ 36,860	\$ 41,118	\$ 45,565	\$ 79,599	\$ 76,761	\$ 77,322	\$ 74,201	\$ 66,295	\$ 77,703

Schedule 4
City of Kissimmee, Florida

CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues										
Taxes	\$ 25,586	\$ 25,967	\$ 27,032	\$ 26,866	\$ 28,398	\$ 29,524	\$ 31,276	\$ 32,873	\$ 33,367	\$ 36,579
Permits, fees and special assessments	5,047	4,218	2,276	3,702	3,452	5,252	5,674	5,167	3,213	2,027
Intergovernmental revenues	28,214	30,014	39,955	41,566	41,969	42,524	45,836	48,997	47,542	57,318
Charges for services	6,482	8,288	8,397	7,930	8,689	8,483	9,881	10,090	8,871	10,627
Fines and forfeitures	865	910	1,561	572	455	697	387	923	403	326
Investment income (loss)	909	157	137	211	390	643	823	2,277	1,669	(53)
Miscellaneous revenues	1,167	540	592	722	766	743	810	1,901	999	1,573
Total revenues	\$ 68,270	\$ 70,094	\$ 79,950	\$ 81,569	\$ 84,119	\$ 87,866	\$ 94,687	\$ 102,228	\$ 96,064	\$ 108,397
Expenditures										
General government	\$ 15,346	\$ 16,136	\$ 18,438	\$ 16,524	\$ 22,951	\$ 23,576	\$ 21,181	\$ 24,413	\$ 26,866	\$ 24,340
Public safety	29,552	33,003	31,708	33,638	33,906	37,393	39,453	43,991	44,549	49,929
Transportation	7,056	8,113	16,184	13,239	10,803	10,017	10,691	11,972	9,923	11,689
Economic environment	641	1,322	1,067	757	429	899	1,943	1,302	997	1,468
Culture/Recreation	6,729	11,500	6,686	7,048	7,546	7,231	6,956	7,543	7,127	7,436
Debt service:										
Principal retirement	2,722	3,661	3,906	3,853	3,832	4,163	4,144	4,088	4,226	4,969
Interest and fiscal charges	1,520	1,332	1,352	1,498	2,246	2,764	2,939	2,991	2,782	2,620
Professional fees	-	-	-	-	438	17	13	24	23	36
Capital Outlay	6,461	2,615	6,784	1,450	6,504	10,778	14,058	15,391	10,444	43
Total expenditures	\$ 70,027	\$ 77,682	\$ 86,125	\$ 78,007	\$ 88,655	\$ 96,838	\$ 101,378	\$ 111,715	\$ 106,937	\$ 102,530
Excess of revenues over (under) expenditures	\$ (1,757)	\$ (7,588)	\$ (6,175)	\$ 3,562	\$ (4,536)	\$ (8,972)	\$ (6,691)	\$ (9,487)	\$ (10,873)	\$ 5,867
Other financing sources (uses)										
Transfers in	\$ 9,862	\$ 9,381	\$ 7,218	\$ 12,419	\$ 51,835	\$ 11,351	\$ 10,224	\$ 10,909	\$ 10,796	\$ 11,001
Transfers (out)	(8,586)	(8,772)	(6,893)	(11,751)	(50,716)	(10,112)	(9,537)	(10,162)	(10,184)	(10,472)
Proceeds from sale of capital assets	157	202	508	110	147	165	126	219	2,355	1,108
Issuance of notes payable	-	-	9,600	3,875	42,930	4,730	6,220	5,400	-	16,350
Issuance of capital lease	-	1,891	-	-	-	-	219	-	-	3,904
Issuance Premium	-	-	-	-	4,838	-	-	-	-	-
Payment to bond escrow agent	-	-	-	(3,768)	(10,464)	-	-	-	-	(16,350)
Total other financing sources (uses)	\$ 1,433	\$ 2,702	\$ 10,433	\$ 885	\$ 38,570	\$ 6,134	\$ 7,252	\$ 6,366	\$ 2,967	\$ 5,541
Net change in fund balances	\$ (324)	\$ (4,886)	\$ 4,258	\$ 4,447	\$ 34,034	\$ (2,838)	\$ 561	\$ (3,121)	\$ (7,906)	\$ 11,408
Debt service as a percentage of non-capital expenditures	7.5%	8.4%	7.1%	8.3%	9.0%	9.4%	9.2%	8.9%	8.1%	8.6%

Schedule 5
City of Kissimmee, Florida

ASSESSED AND ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Assessed Values			Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
	Real Property	Personal Property	Total					
2012	2,805,770	223,301	3,029,071	833,278	2,195,793	4.6253	2,195,793	137.949%
2013	2,776,988	469,255	3,246,243	1,071,233	2,175,010	4.6253	2,175,010	149.252%
2014	2,894,416	423,367	3,317,783	1,051,534	2,266,249	4.6253	2,266,249	146.400%
2015	3,046,246	430,402	3,476,648	1,057,067	2,419,581	4.6253	2,419,581	143.688%
2016	3,221,933	432,684	3,654,617	1,051,050	2,603,567	4.6253	2,603,567	140.370%
2017	3,672,184	565,323	4,237,507	1,261,016	2,976,491	4.6253	2,976,491	142.366%
2018	4,096,454	545,629	4,642,083	1,355,470	3,286,613	4.6253	3,286,613	141.242%
2019	4,576,175	657,682	5,233,857	1,555,998	3,677,859	4.6253	3,677,859	142.307%
2020	4,942,470	668,059	5,610,529	1,622,804	3,987,725	4.6253	3,987,725	140.695%
2021	5,349,402	741,001	6,090,403	1,743,350	4,347,053	4.6253	4,347,053	140.104%

Source: Osceola County Property Appraiser's Office.

Note: Property is reassessed each year by the Osceola County Property Appraiser. Property is assessed at actual value, therefore the assessed values are equal to the actual values. Tax rates are per \$1,000 of assessed valuation.

Schedule 6
City of Kissimmee, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES
Last Ten Fiscal Years
(per \$1,000 of Assessed Taxable Value)

Fiscal Year	City of Kissimmee Florida	Osceola County			Okeechobee and Everglades Basins	South Florida Water Mgmt. Dist.	Total
		Government	Library	School Board			
2012	4.625	6.700	0.257	7.577	0.369	0.255	19.783
2013	4.625	6.700	0.257	7.454	0.253	0.176	19.465
2014	4.625	6.700	0.257	7.375	0.243	0.169	19.369
2015	4.625	6.700	0.257	7.261	0.227	0.158	19.228
2016	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2017	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2018	4.625	6.700	0.300	6.411	0.173	0.129	18.338
2019	4.625	6.700	0.300	6.240	0.164	0.115	18.144
2020	4.625	6.700	0.300	6.026	0.157	0.110	17.918
2021	4.625	6.700	0.300	5.897	0.151	0.133	17.806

Source: Osceola County Tax Collector's Office.

Schedule 7
City of Kissimmee, Florida

PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Total Collections as a Percent of Current Levy
2012	\$ 10,156	\$ 9,642	94.9%	\$ 72	\$ 9,714	95.6%
2013	10,060	9,357	93.0%	394	9,751	96.9%
2014	10,496	9,629	91.7%	516	10,145	96.7%
2015	11,191	10,470	93.6%	419	10,889	97.3%
2016	12,048	11,191	92.9%	429	11,620	96.4%
2017	12,732	11,937	93.8%	338	12,275	96.4%
2018	13,720	12,617	92.0%	611	13,228	96.4%
2019	15,143	14,140	93.4%	467	14,607	96.5%
2020	16,999	15,780	92.8%	604	16,384	96.4%
2021	18,411	17,279	93.9%	459	17,738	96.3%

Source: Osceola County Tax Collector's Office.

Schedule 8
City of Kissimmee, Florida

PRINCIPAL PROPERTY TAXPAYERS
Current Year and Nine Years Ago
(dollar amounts are expressed in thousands)

			Fiscal Year 2020 / 2021 (a)			Fiscal Year 2011 / 2012 (b)		
Property Description	Use	Taxpayer	Taxable Value	Percent of Total Taxable Value	Rank	Taxable Value	Percent of Total Taxable Value	Rank
Local hospital	Medical care	Osceola Regional Hospital, Inc.	\$ 128,395	22.57%	1	\$ 83,398	30.50%	1
Apartment complex	Rentals	Bedrock Holdings II Florida	57,627	11.48%	2	-	-	
		Sonceto (Kissimmee) Owner						
Apartment complex	Rentals	LLC	54,501	10.85%	3	-	-	
Apartment complex	Rentals	Lake Tivoli LLC	50,753	10.11%	4	-	-	
Apartment complex	Rentals	FL Arrow Ridge LLC	42,290	8.42%	5	-	-	
Apartment complex	Rentals	Continental 330 Fund LLC	39,339	7.83%	6	-	-	
Retail store	Merchandising	Loop West LLC	35,069	6.98%	7	29,837	10.91%	2
Apartment complex	Rentals	Alliance HTFL Ltd Partnership	33,986	6.77%	8	16,912	6.18%	6
Retail store	Merchandising	ECA Buligo Osceola Partners	32,178	6.41%	9	-	-	
Apartment complex	Rentals	Goldelm at Valencia LLC	27,971	5.57%	10	-	-	
Retail store	Merchandising	Wal-Mart Stores, Inc.	-	-		28,752	10.51%	3
Condominiums	Rentals	G&I Vineyards LLC	-	-		27,413	10.02%	4
Condominiums	Timeshare sales	Oak Plantation Realty Partners	-	-		26,075	9.54%	5
Apartment complex	Rentals	Fountainhead Phase I, Inc.	-	-		16,212	5.93%	7
Apartment complex	Rentals	MPG Osceola Ltd	-	-		15,437	5.65%	8
Apartment complex	Rentals	Dalcor Reef Club Apartments	-	-		15,034	5.50%	9
Retail store	Communications	Embarq / Sprint Florida	-	-		14,386	5.26%	10
Totals			<u>\$ 502,109</u>	<u>96.99%</u>		<u>\$ 273,456</u>	<u>100.00%</u>	

(a) The fiscal year ended September 30, 2021 tax levy is based on the 2020 taxable value.

(b) The fiscal year ended September 30, 2012 tax levy is based on the 2011 taxable value.

Source: Osceola County Property Appraiser's Office.

Schedule 9
City of Kissimmee, Florida

RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(dollar amounts of debt are expressed in thousands)

Fiscal Year	Governmental Activities					Business-type Activities		City of Kissimmee Personal Income	Percentage of Personal Income	Per Capita
	Tax Revenue Bonds	Sales Tax Revenue Notes	Commerical Notes	Covenant Revenue Notes	Capital Leases	Capital Leases	Total Primary Government			
2012	\$ 315	\$ 24,565	\$ -	\$ 21,778	\$ 62	\$ 587	\$ 47,307	\$ 1,727,192	2.7%	0.76
2013	287	22,935	-	20,378	1,707	441	45,748	1,799,661	2.5%	0.72
2014	256	30,835	-	18,928	1,338	292	51,649	1,874,438	2.8%	0.80
2015	224	28,780	-	17,882	963	141	47,990	1,958,685	2.5%	0.72
2016	47,508	26,630	-	6,945	582	-	81,665	2,032,013	3.8%	1.14
2017	46,161	24,390	4,730	6,595	195	-	82,071	2,092,934	3.5%	1.04
2018	44,778	22,065	10,950	6,235	177	-	84,205	2,141,987	3.9%	1.18
2019	43,358	19,655	16,350	5,855	138	-	85,356	2,232,608	3.6%	1.09
2020	41,902	17,170	16,350	5,455	92	-	80,969	2,221,354	3.6%	1.11
2021	40,389	14,590	16,350	5,045	3,369	-	79,743	2,437,132	3.3%	1.01

Sources: Population and personal income data from University of Florida, Bureau of Economics and Business Research. Annual increases for CPI of 3%.

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Debt limitation: There are no legal debt limits for Florida municipalities.

Schedule 10
City of Kissimmee, Florida

DIRECT AND OVERLAPPING GOVERNMENTAL DEBT
September 30, 2021
(dollar amounts are expressed in thousands)

Taxing District	Net Debt Outstanding	Estimated Overlapping (1)	City's Share of Debt
Osceola County School District			
State School Bonds:			
Series 2011ARFD	\$ 315	11.9%	\$ 37
Series 2014A	759	11.9%	90
Series 2017ARFD	644	11.9%	77
Series 2020	91	11.9%	11
District Revenue Bonds:			
Sales Tax Revenue Bonds, Series 2015	16,854	11.9%	2,006
Sales Tax Revenue Bonds, Series 2017	8,605	11.9%	1,024
Capital Sales Tax Revenue Bonds, Series 2017	71,695	11.9%	8,532
Capital Sales Tax Revenue Bonds, Series 2021	75,150	11.9%	8,943
Certificates of Participation:			
Series 2013A	25,085	11.9%	2,985
Series 2014A	3,605	11.9%	429
Series 2015A	3,935	11.9%	468
Series 2017A	44,115	11.9%	5,250
Series 2020A	4,770	11.9%	568
Qualified School Construction Bonds:			
Series 2010A	40,500	11.9%	4,820
Education Benefit Districts:			
Bellalago Benefit District	7,821	11.9%	931
Total Osceola County School District	303,944	11.9%	36,169
Osceola County			
Limited General Obligation Debt, Series 2006	5,245	12.7%	666
Environmental Land, Series 2010	9,460	12.7%	1,201
Total Osceola County	14,705	12.7%	1,868
Total Overlapping Debt	\$ 318,649		\$ 38,037
Total Direct Governmental Activities Debt	\$ 79,745	100.0%	79,745
Total Direct and Overlapping Debt	\$ 398,394		\$ 117,782

Sources: Osceola County Finance Department.
City of Kissimmee Finance Department.
Osceola County School Board Finance Department.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Kissimmee, Florida. This process recognizes that when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) Allocated on the basis of assessed values used for the purpose of ad valorem taxation.

Schedule 11
City of Kissimmee, Florida

PLEDGED REVENUE COVERAGE
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

<u>Excise Tax Revenue Bonds</u>					<u>Sales Tax Revenue Bonds</u>				
<u>Fiscal Year</u>	<u>Excise Tax Revenues</u>	<u>Debt Service Requirements</u>			<u>Sales Tax Revenues</u>	<u>Debt Service Requirements</u>			
		<u>Principal</u>	<u>Interest</u>	<u>Coverage</u>		<u>Principal</u>	<u>Interest</u>	<u>Coverage</u>	
2012	\$ 195	\$ 27	\$ 17	4.55	\$ 5,408	\$ 1,070	\$ 676	3.10	
2013	166	29	16	3.69	4,759	1,630	676	2.06	
2014	211	31	14	4.69	6,211	1,700	742	2.54	
2015	176	32	13	3.91	6,642	2,055	859	2.28	
2016	301	34	12	4.37	7,102	2,150	803	2.41	
2017	292	36	10	6.35	7,408	2,240	743	2.48	
2018	271	37	8	6.02	6,715	2,325	728	2.20	
2019	266	39	6	5.91	8,144	2,410	671	2.64	
2020	270	25	4	8.18	7,048	2,485	596	1.91	
2021	286	26	3	8.67	8,555	2,580	519	2.76	

(1) Pledged revenues are half-cent sales tax, public service taxes, and communication services taxes; however, debt service paid from local option sales tax, CRA fund, Mobility Fund, and gas taxes.

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: City of Kissimmee Finance Department.

Continued on next page

Tax Revenue Bonds (1)				
Debt Service Requirements				
Fiscal Year	Revenues (1)	Principal	Interest	Coverage
2012	\$ -	\$ -	\$ -	-
2013	-	-	-	-
2014	-	-	-	-
2015	-	-	-	-
2016	11,487	450	1,199	6.97
2017	11,897	1,150	1,813	4.02
2018	12,297	1,185	1,779	4.15
2019	12,458	1,220	1,739	4.21
2020	11,708	1,270	1,691	3.95
2021	12,692	1,325	1,640	4.28

Schedule 12
City of Kissimmee, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years

Fiscal Year	Population (1)	Per Capita Personal Income (2)	Personal Income (2)	School Enrollment (3)	Unemployment Rate (4)
2012	62,322	\$ 27,714	\$ 1,727,192	55,922	8.4%
2013	63,662	28,269	1,799,661	57,639	6.6%
2014	64,365	29,122	1,874,438	58,851	5.3%
2015	66,592	29,413	1,958,685	64,689	5.5%
2016	68,401	29,707	2,032,013	62,648	4.8%
2017	69,962	29,915	2,092,934	65,179	3.6%
2018	72,163	30,125	2,141,987	67,796	3.2%
2019	74,800	30,336	2,232,608	69,114	3.2%
2020	75,644	30,548	2,221,354	69,713	6.9%
2021	79,226	30,762	2,437,132	75,343	4.5%

Sources:

- (1) U.S. Census of Population and Housing. University of Florida, Bureau of Economic and Business Research, "Florida Statistical Abstract".
- (2) U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information System. The actual per capita personal income is for Osceola County. The per capita figures are multiplied by the population to determine the total personal income.
- (3) Osceola County School Board. (Enrollment is determined in February of each year at the conclusion of the full-time equivalent survey period)
http://www.osceolaschools.net/departments/businessfiscalservices/budget/f_t_e_enrollment/
- (4) Florida Agency for Workforce Innovation, Labor Market Statistics, Local Area Unemployment Statistics Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.
Orlando-Kissimmee (Lake, Orange, Osceola & Seminole)
<http://www.labormarketinfo.com/library/laus/MSAs/LFSoc2.xls>

Schedule 13
City of Kissimmee, Florida

PRINCIPAL EMPLOYERS ¹
Current Year and Nine Years Ago

		Fiscal Year 2020 / 2021 (1)			Fiscal Year 2011 / 2012		
Employer	Business	Employees	Percent of Total City Employment	Rank	Employees	Percent of Total City Employment	Rank
Osceola County School District	Education	8,423	10.40%	1	6,700	11.10%	1
Adventist Health System	Healthcare	4,317	5.33%	2	-		
Walmart Stores	Retail	2,878	3.55%	3	2,730	4.52%	3
Walt Disney Company	Entertainment	2,041	2.52%	4	3,700	6.13%	2
Orange Lake Resorts	Resort	1,900	2.35%	5	-		
Publix Supermarkets	Retail	1,799	2.22%	6	1,350	2.24%	7
Osceola Regional Medical Center	Retail	1,681	2.08%	7	1,357	2.25%	6
Gaylord Palms Resort	Resort	1,624	2.00%	8	1,445	2.39%	4
Osceola County Government	Government	1,410	1.74%	9	1,435	2.38%	5
McLane/Suneast	Distribution	1,393	1.72%	10	900	1.49%	9
Florida Hospital Celebration	Healthcare	-			1,300	2.15%	8
City of Kissimmee	Government	-			654	1.08%	10
Total		<u>27,466</u>			<u>21,571</u>		

Sources: (1) Osceola County Office of Economic Development

Schedule 14
City of Kissimmee, Florida

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION / PROGRAM
Last Ten Fiscal Years

	Full-time Equivalent Employees as of September 30									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>General government</u>										
Central Services	28	34	35	35	32	35	35	40	42	40
City Attorney	3	3	4	5	5	5	5	5	5	5
City Commission	5	5	5	5	5	5	5	5	5	5
City Manager	14	14	14	14	13	13	13	13	14	14
Finance	12	12	12	13	12	13	13	13	13	14
Personnel	8	8	8	8	12	10	10	9	10	10
<u>Public safety</u>										
Fire	105	105	105	105	106	112	112	113	111	112
Police	198	199	201	204	208	208	210	227	230	233
Law Enforcement Grant	3	3	3	3	3	3	3	3	3	3
School Crossing Guard	11	11	11	11	11	-	-	-	-	-
<u>Physical environment</u>										
Public Works	37	38	40	40	40	39	40	41	45	40
Sanitation	24	26	26	26	26	27	27	27	28	29
Stormwater	30	30	34	33	34	34	36	36	37	37
<u>Transportation</u>										
Airport	7	8	8	8	8	8	8	8	8	8
Local Option Gas Tax	10	12	10	10	12	12	12	12	12	13
<u>Economic Environment</u>										
Development Services	21	23	23	24	31	33	33	33	40	40
Community Development										
Blk Grant	2	2	2	2	2	2	2	2	2	2
<u>Culture / Recreation</u>										
Parks & Recreation	80	78	80	82	85	69	67	68	68	70
Civic Center	-	-	-	-	-	-	-	-	-	-
Total	598	611	621	628	645	628	631	655	673	675

Source: City of Kissimmee Office of Management and Budget.
Budgeted full-time equivalents.

Public Safety: Police - 20 auxillary officers (unpaid positions) have been excluded.

Schedule 15
City of Kissimmee, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>Building Inspections</u>										
Building permits issued	3,335	2,964	4,099	4,206	4,371	5,894	7,855	5,374	5,564	7,174
<u>Law Enforcement</u>										
Physical arrests	2,379	2,221	2,498	1,964	1,848	2,022	2,160	2,262	1,870	2,241
Traffic and parking violations	15,092	14,499	11,613	11,390	9,603	11,225	7,449	7,083	4,536	9,907
<u>Fire</u>										
Emergency responses	10,746	11,273	11,875	12,191	12,879	13,394	13,322	13,817	12,131	14,542
Fire incidents	261	257	244	226	274	334	273	231	269	276
Emergency medical services incidents	8,979	9,553	9,863	10,194	10,547	10,988	10,562	11,113	9,699	11,654
Fire safety inspections	878	740	995	888	968	1,326	1,345	1,193	680	1,054
Fire plan reviews	780	760	871	1,065	1,041	1,002	889	853	719	897
<u>Other Public Works</u>										
Street resurfacing (tons of asphalt)	681	3,013	3,582	5,134	-	1,524	3,067	1,524	2,589	-
Other street repairs (tons of asphalt) 1	50,138	40,104	193	109	175	107	96	119	558	296

Note: Indicators are not currently available for the general government and culture/recreation functions.

Source: Various City Departments.

(1) In FY 2012 and 2013, microsurfacing utilized sq. yd measurement replacing tons of asphalt measurement.

In FY 2016, there was no street resurfacing done by the City. All resurfacing was done by the Florida Department of Transportation.

Schedule 16
City of Kissimmee, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>Transportation</u>										
Miles of streets (lane miles)	342	342	342	486	352	352	356	358	407	459
<u>Refuse collection trucks</u>	17	17	16	16	16	17	18	18	18	18
<u>Other public works</u>										
Traffic signals	52	52	52	52	52	52	52	50	51	42
Highways (miles)	17	17	17	15	8	8	8	8	8	10
<u>Public Safety</u>										
Fire stations	4	4	4	4	4	4	4	4	4	4
Police stations	1	1	1	1	1	1	1	1	1	1
Patrol units:										
Marked vehicles	126	126	131	118	120	127	140	147	147	124
Motorcycles	6	6	6	3	3	3	3	7	7	7
<u>Parks and Recreation</u>										
Park acreage	835	832	832	832	832	885	885	885	885	885
Number of regional parks	2	2	2	2	2	2	2	2	2	2
Number of large urban parks	1	1	1	1	1	1	1	1	1	1
Number of community parks	3	7	7	7	7	7	7	7	7	7
Number of neighborhood parks	12	8	8	8	8	8	8	8	8	8
Number of special use parks	5	5	5	5	5	5	5	5	6	6

Source: Various City Departments.

COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 17, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



June 17, 2022
Ocala, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the City of Kissimmee, Florida's (the City) compliance with the types of compliance requirements described in the OMB *Compliance Supplement*, and the requirements described in the Department of Financial Services, State Projects *Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2021. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards and state projects applicable to its federal programs and state projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance and the Department of Financial Services, State Projects *Compliance Supplement*). Those standards, the Uniform Guidance, and the State Projects *Compliance Supplement* require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above could have a direct and material effect on a major federal program or the state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the City's compliance.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

Opinion on Each Major Federal Program and State Project

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program or state project and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program or state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



June 17, 2022
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
For the year ended September 30, 2021

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
FEDERAL AWARDS				
Clustered				
Child Nutrition Cluster				
<u>U.S. Department of Agriculture</u>				
Passed through the Florida Dept of Agriculture and Consumer Services				
School Breakfast Program	10.553		\$ 13,642	\$ 13,642
National School Lunch Program	10.555		65,414	65,414
Total U.S. Department of Agriculture - Child Nutrition Cluster			79,056	79,056
Not Clustered				
<u>U.S. Department of Housing and Urban Development</u>				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant 2019	14.218	B-19-MC-12-0051	74,797	73,297
Community Development Block Grant 2020	14.218	B-20-MC-12-0051	248,152	99,746
Subtotal			322,949	173,043
Home Investment Partnerships Program				
Home Investment Partnerships Program 2020	14.239	Unk	19,702	
Subtotal			19,702	-
Total U.S. Department of Housing and Urban Development			342,651	173,043
<u>U.S. Department of Justice</u>				
Passed through the Florida Office of the Attorney General				
Victims of Crime Act	16.575	VOCA2020-City of Kissimmee	29,134	
Bulletproof Vest Partnership	16.607	Unk	6,681	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2019-DJ-BX-0728	31,446	
Total U.S. Department of Justice			67,261	-
<u>U.S. Department of Transportation</u>				
Airport Improvement Program	20.106	3-12-0038-036-2019	14,518	
Airport Improvement Program	20.106	3-12-0038-040-2021	34,494	
Airport Improvement Program	20.106	3-12-0038-039-2021	91,162	
Airport Improvement Program	20.106	3-12-0038-037-2020	740,952	
Subtotal			881,126	-
Highway Planning and Construction Cluster				
Passed through the Florida Department of Transportation				
Highway Planning and Construction	20.205	439069-1-58-01/G1K91	603,103	
Highway Planning and Construction	20.205	430225-9-58-01/G1I12	1,245,382	
Highway Planning and Construction	20.205	434916-1-48-01/G0I40	1,784,279	
Highway Planning and Construction	20.205	430225-1-38-90/AQQ79	66,800	
Subtotal			3,699,564	-
Total U.S. Department of Transportation			4,580,690	-
<u>U.S. Department of the Treasury</u>				
Passed through the Florida Housing Finance Corporation				
Coronavirus Relief Fund	21.019	121-2020	1,114,519	-
Total U.S. Department of the Treasury			1,114,519	-
<u>U.S. Department of Homeland Security / FEMA</u>				
Passed thru the Florida Department of Emergency Management				
Public Assistance - Hurricane Dorian	97.036	PA-00-06-59-01-064	103,303 *	
Total U.S. Department of Homeland Security			103,303	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 6,287,480	\$ 252,099

Continued

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE - Continued
For the year ended September 30, 2021

Agency/State Project	CSFA #	Grant #	State Expenditures	Through to Subrecipients
STATE FINANCIAL ASSISTANCE				
<u>Florida Department of Environmental Protection</u>				
Statewide Water Quality Restoration Projects	37.039	LP49010	\$ 163,490	
Florida Communities Trust	37.078	UA013	3,232,242 **	
Total Florida Department of Environmental Protection			3,395,732	-
<u>Florida Housing Finance Corporation</u>				
State Housing Initiatives Partnership Program (SHIP)	40.901		11,789	
Total Florida Housing Finance Corporation			11,789	-
<u>Florida Department of Transportation</u>				
Aviation Grant Programs	55.004	446255-1-94-01/G1D49	1,291	
Aviation Grant Programs	55.004	438442-2-94-01 / G1S63	260,613	
Aviation Grant Programs	55.004	449265-1-94-01/G1X44	16,023	
Total Florida Department of Transportation			277,927	-
<u>Florida Department of Law Enforcement</u>				
Assistance with Investigative Operations	71.010	2021-SFA-ESST-49-6H-009	8,414	
Total Florida Department of Law Enforcement			8,414	-
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE			\$ 3,693,862	\$ -
EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE			\$ 9,981,342	\$ 252,099

NOTE 1 Basis of Presentation

The Schedule of Expenditures of Federal Awards and State Financial Assistance includes the federal and state grant activity of the City of Kissimmee, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550 *Rules of the Auditor General*. Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

NOTE 2 Indirect Cost Rate

The City of Kissimmee has elected not to use the de minimis indirect cost rate allowed under the OMB Uniform Guidance.

NOTE 3 Differences between Timing of Expenditures and Reporting on SEFA

* Expenditures for Hurricane Dorian occurred in FY2019; however, project amounts were obligated in FY21.

** Expenditures for Lancaster Ranch acquisition occurred in FY2017; however, grant awarded in FY21.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS AND STATE PROJECTS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2021**

1. Summary of Audit Results

I. Type of Audit Report Issued on Financial Statements:

Unmodified Opinion

II. Internal Control Over Financial Reporting:

Audit disclosed no significant deficiencies or material weaknesses in internal control.

III. Non-Compliance Material to Audited Financial Statements:

Audit disclosed no material instances of non-compliance.

IV. Significant Deficiencies and/or Material Weaknesses in Internal Control over Major Federal Award Programs and State Projects:

Audit disclosed no material instances and/or significant deficiencies of non-compliance.

V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Awards Programs and State Projects:

Unmodified Opinion

VI. Major Programs:

Federal:

- U.S. Department of Transportation
 - Federal Aviation Administration
 - ▶ Aviation Improvement Program – Assistance Listing No. 20.106
- U.S. Department of the Treasury
 - Florida Housing Finance Corporation
 - ▶ Coronavirus Relief Fund – Assistance Listing No. 21.019

State:

- Florida Department of Environmental Protection
 - Florida Forever Act Program – CSFA 37.078

VII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs and State Projects

\$750,000 for Federal Programs and State Projects

VIII. Auditee Qualification as Low-Risk Auditee for Federal Programs

The auditee does qualify as a low-risk auditee per the criteria set forth in Section .530 of the Uniform Guidance.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS AND STATE PROJECTS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2021**

2. **Findings Related to the Financial Statements Required to be Reported under Generally Accepted Government Auditing Standards (GAGAS)**

Noted no current year recommendations.

3. **Findings and Questioned Costs for Major Federal Programs and State Projects**

Noted no current year recommendations.

4. **Prior Audit Findings**

Noted that all prior year recommendations have been addressed.

MANAGEMENT LETTER

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Kissimmee, Florida (the City) as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 17, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 17, 2022, should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this Management Letter, unless disclosed in the notes to the financial statements. The City was

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

MANAGEMENT LETTER

established in 1907 and incorporated in 1937, under the legal authority of the Laws of Florida 18623. The Kissimmee Community Redevelopment Agency is considered a blended component unit and was established pursuant to Chapter 163 of the Florida Statutes. The three pension plans are not considered component units since they are not legally separate entities.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. Please see the attached Management Letter Comment.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state, and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



June 17, 2022
Ocala, Florida

MANAGEMENT LETTER COMMENTS

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

During the course of our audit, the following items came to our attention. We offer this comment and recommendation to improve the financial management of the City of Kissimmee, Florida (the City):

Current Year Comment and Recommendation

2021-1 Enterprise Resource Planning (ERP) System Implementation

During the fiscal years ended 2020 and 2021, the City implemented a new accounting ERP system, replacing all accounting functions within the City. The implementation was complicated by major staff turnover, including the Director and Assistant Director of Finance, the Accounting Manager, Senior Financial Analyst, and Senior Accountant, many of which were not replaced until late in the year.

As a result of the magnitude of the implementation and staff turnover, there were several areas that were impacted requiring adjustments to the account balances, which contributed to the delay in annual financial reporting:

- Capital Asset Reconciliation and Capitalization
- Development Services Receivables and Revenues
- Accounts Payable
- Grant Receivables and Revenues
- Debt-Related Transactions
- Cash and Investment Reconciliations

We recommend that the City continue their efforts to fully implement the new system with particular attention to the areas listed above to ensure that all are properly reflected in the financial records.



June 17, 2022
Ocala, Florida

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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have examined the City of Kissimmee, Florida's (the City) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2021, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida

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FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

June 21, 2022

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741-5054

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter auditor comment:

Current Year Comment and Recommendation

2021-1 Enterprise Resource Planning (ERP) System Implementation

Management's Response

Government accounting is not for the faint at heart. It is a highly technical industry requiring one to be well-versed in many different areas. There are constantly new rules and pronouncements, with complex components and methodical processes. Government accounting is also no stranger to the hiring difficulties the rest of the nation is now experiencing. With the unemployment rate at an all time low, the niche field of public servants has been hit especially hard making it difficult to fill key positions.

During fiscal year 2021, the City lost 60 combined years of institutional knowledge. To make matters worse, the vacancies were in its management positions. Its Finance Director, Assistant Director, Accounting Manager, Senior Accountant, and Senior Financial Analyst positions all experienced turnover. Beyond experiencing a Great Resignation of its own, the Finance Department underwent a complete software migration at the height of the pandemic. In March 2021, the City fully transitioned its ERP system; however, the finalization of the transition was far from over. No implementation has ever gone without hiccups. The transition set staff back many months in performing even routine transactions.

Most Finance Departments struggle to close on time. In fully staffed years and absent the learning curve of new software, the City has received comments regarding its year end closing routine. Thus, the departure of key management positions most certainly set normal close conditions back even more. Fortunately, the City has filled every vacancy within its Finance Department and closed within the statute's deadline. This is demonstrative of the resiliency and determination of staff. Staff is eager to continue learning its new financial accounting software suite in the next year and enhancing its offerings. Monthly closings and timely reporting are a requirement within the new platform. In addition, the annual audit task list used in years past has been updated to reflect new year end processes.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tavia Ritchie".

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida





FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Tavia Ritchie, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer¹ of City of Kissimmee which is a local governmental entity of the State of Florida.
2. The governing body of City of Kissimmee adopted Ordinance No. 1067 implementing an impact fee or authorized City of Kissimmee to receive and expend proceeds of an impact fee implemented by City of Kissimmee.
3. City of Kissimmee has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Tavia Ritchie

STATE OF FLORIDA
COUNTY OF OSCEOLA

SWORN TO AND SUBSCRIBED before me this 23 day of June, 2022.

NOTARY PUBLIC

Print Name

Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires:



Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2021

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2021

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of the Kissimmee Vine Street Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the CRA's financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the CRA as of September 30, 2021, and its changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (MD&A) and the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the MD&A and the budgetary comparison information, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the MD&A and the budgetary comparison information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 17, 2022, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



June 17, 2022
Ocala, Florida

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Vine Street Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2021. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 2839. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$1,991,547.
- The CRA's fund balance increased by \$835,535 as a result of 2021 operations.
- Revenues for fiscal year 2021 were \$990,255 while expenditures totaled \$154,720.
- For the period ended September 30, 2021, actual revenues were less than budgeted revenues by \$7,281 while actual expenditures were \$1,977,697 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$1,991,547 (*net position*) as of the close of the most recent fiscal year, an increase of \$835,535 in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	2021	2020
Assets		
Cash and Cash Equivalents	\$ 2,010,902	\$ 1,156,012
Total Assets	<u>2,010,902</u>	<u>1,156,012</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	19,355	-
Total Liabilities	<u>19,355</u>	<u>-</u>
Net Position		
Restricted for Community Redevelopment	1,991,547	1,156,012
Total Net Position	<u>\$ 1,991,547</u>	<u>\$ 1,156,012</u>

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	2021	2020
Expenses		
General Government	\$ 154,720	\$ 108,463
Total Expenses	<u>154,720</u>	<u>108,463</u>
General Revenues		
Property Taxes	984,661	677,586
Investment Income	5,594	29,347
Miscellaneous Revenue	-	-
Total General Revenues	<u>990,255</u>	<u>706,933</u>
Net Change in Net Position	835,535	598,470
Net Position, Beginning of Year	<u>1,156,012</u>	<u>557,542</u>
Net Position, End of Year	<u><u>\$ 1,991,547</u></u>	<u><u>\$ 1,156,012</u></u>

Fiscal year 2021 activities increased the CRA's net position by \$835,535 from the prior year. This change resulted from an increase in tax increment financing revenues of \$307,075 in the current year due to an increase in property values within the CRA district. Expenses increased by \$46,257 from additional work on redevelopment projects during the 2021 year.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$1,991,547 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$984,661 represented approximately 99% of all revenues. The CRA's fund balance increased by \$835,535 in the current year. The increase in tax increment financing revenues of \$307,075 and increase of expenditures by \$46,257 were addressed above in the governmental activities discussion.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2021, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$245,000, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$1,977,697 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

At September 30, 2021, the CRA had no long-term debt. Throughout each fiscal year, the CRA provides funds to the City's General Fund to cover a portion of the long-term debt that was incurred to be used for redevelopment and infrastructure projects.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Vine Street Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

FINANCIAL STATEMENTS

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVENMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2021

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 2,010,902	\$ -	\$ 2,010,902
Total Assets	<u>2,010,902</u>	<u>-</u>	<u>2,010,902</u>
Liabilities			
Accounts Payable	19,355	-	19,355
Total Liabilities	<u>19,355</u>	<u>-</u>	<u>19,355</u>
Fund Balance			
Restricted for Community Redevelopment Projects	1,991,547	(1,991,547)	-
Total Fund Balance	<u>1,991,547</u>	<u>(1,991,547)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 2,010,902</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		1,991,547	1,991,547
Total Net Position		<u>\$ 1,991,547</u>	<u>\$ 1,991,547</u>

See accompanying notes

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
SEPTEMBER 30, 2021

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 508,371	\$ -	\$ 508,371
Property Taxes - City	476,290	-	476,290
Investment Income	5,594	-	5,594
Total Revenues	<u>990,255</u>	<u>-</u>	<u>990,255</u>
Expenditures / Expenses			
Current:			
General Government	154,720	-	154,720
Capital Outlay:			
General Government - Contributed to Primary Government	-	-	-
Total Expenditures / Expenses	<u>154,720</u>	<u>-</u>	<u>154,720</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>835,535</u>	<u>-</u>	<u>835,535</u>
Fund Balance/Net Position, Beginning of Year	<u>1,156,012</u>	<u>-</u>	<u>1,156,012</u>
Fund Balance/Net Position, End of Year	<u><u>\$ 1,991,547</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,991,547</u></u>

See accompanying notes.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Vine Street Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In November 2012, City Ordinance No. 2839 established the Vine Street redevelopment district (defined by Resolution 12-12). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2021. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2021, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes deposits and overnight repurchase agreements, amounts with the State Board of Administration (SBA) Florida PRIME, Florida Fixed Income Trust, and the Florida Local Government Investment Trust. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2021, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects. The CRA also makes payments to the City's General Fund to cover a portion of the debt that was incurred and related to the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes no adjustments to the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2021, the CRA's funds are part of the City's cash and investment pool. The CRA's balance in the pool as of September 30, 2021 is \$2,010,902. The City's cash deposits are held by a bank that qualifies as a public depository under the *Florida Security for Public Deposits Act* as required by Chapter 280, Florida Statutes. The City maintains an investment policy managing pooled cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (2013 for the Vine Street district). The City is required to contribute 95% of the incremental property taxes levy increase each year. Per Interlocal agreement, Osceola County (the County) is required to contribute 70% of the incremental property tax levy increase. For fiscal year 2021, the CRA received its calculated shares of \$508,371 from the County and \$476,290 from the City.

Note 5 – Contingency - COVID-19

In December 2019, COVID-19 emerged and has subsequently spread worldwide. The World Health Organization declared COVID-19 a global pandemic, resulting in federal, state, and local governments and private entities to mandate various restrictions. These included travel and public gathering restrictions, stay-at-home orders and advisories, and quarantining of people who may have been exposed to the virus.

At this point in time, we cannot reasonably estimate the duration and severity of this pandemic, which could have an adverse impact on the CRA.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
SEPTEMBER 30, 2021**

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes - County	\$ 510,888	\$ 510,888	\$ 508,371	\$ (2,517)
Property Taxes - City	478,648	478,648	476,290	(2,358)
Investment Income	8,000	8,000	5,594	(2,406)
Miscellaneous Revenue	-	-	-	-
Total Revenues	<u>997,536</u>	<u>997,536</u>	<u>990,255</u>	<u>(7,281)</u>
Expenditures				
Current:				
General Government	1,387,417	1,687,417	154,720	1,532,697
Capital Outlay:				
General Government - Contributed	500,000	445,000	-	445,000
Total Expenditures	<u>1,887,417</u>	<u>2,132,417</u>	<u>154,720</u>	<u>1,977,697</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(889,881)</u>	<u>(1,134,881)</u>	<u>835,535</u>	<u>1,970,416</u>
Fund Balances, Beginning of Year	<u>889,881</u>	<u>1,134,881</u>	<u>1,156,012</u>	<u>266,131</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,991,547</u>	<u>\$ 2,236,547</u>

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated June 17, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



June 17, 2022
Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2021, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2021, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 17, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on examination conducted in accordance with American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 17, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in the Management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2021, for this information).

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our Management Letter for the City of Kissimmee, the primary government associated with the CRA, we included Management Letter Comment **2021-1 Enterprise Resource Planning (ERP) System Implementation**, including management's response, which has partial applicability to the CRA. We also identified the following matter related to the CRA:

- **2021-1 CRA Budget:** The Auditor General Compliance Supplement, Section 163.387(6)(b), Florida Statutes, requires the CRA Board of Directors to provide the adopted budget to the county which the CRA is located within 10 days of adoption. The adopted budget and amendments were provided to the county during the year, but not within the required 10 days of adoption. We recommend that the City develop a process after the adoption of the CRA budget that it is then timely sent to the county.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures. Please see attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and City of Kissimmee City Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida



CITY OF KISSIMMEE

Finance Department

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

Kissimmee Vine Street Community Redevelopment Agency -

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the Kissimmee Vine Street Community Redevelopment Agency (CRA) reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City.

Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year being reported.

N/A

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency.

N/A

d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency.

N/A

e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project.

N/A

f. The annual financial report of a dependent special district or an independent special district amending a final adopted budget under s. [189.016](#)(6) must include a budget variance report based on the budget adopted under s. [189.016](#)(4) before the beginning of the fiscal year being reported.

This information can be found on page 14 of the CRA's financial statements.



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

June 21, 2022

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741-5054

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter auditor comment:

Current Year Comment and Recommendation

2021-1 CRA Budget

Management's Response

The City has adjusted its processes to include providing the adopted budget to the County within 10 days of adoption.

Respectfully Submitted,

A blue ink signature of Tavia Ritchie.

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida



Kissimmee Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2021

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2021

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of the Kissimmee Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the CRA's financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the CRA as of September 30, 2021, and its changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (MD&A) and the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the MD&A and the budgetary comparison information, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the MD&A and the budgetary comparison information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 17, 2022, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



June 17, 2022
Ocala, Florida

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2021. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 1893. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$2,977,853.
- The CRA's fund balance increased by \$715,502 as a result of 2021 operations.
- Revenues for fiscal year 2021 were \$2,320,294 while expenditures totaled \$1,604,792.
- For the period ended September 30, 2021, actual revenues exceeded budgeted revenues by \$5,423 while actual expenditures were \$2,876,466 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$2,977,853 (*net position*) as of the close of the most recent fiscal year with an increase of \$763,460 in Cash and Cash Equivalents in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY		
	<u>2021</u>	<u>2020</u>
Assets		
Cash and Cash Equivalents	\$ 3,134,257	\$ 2,370,797
Total Assets	<u>3,134,257</u>	<u>2,370,797</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	107,955	108,446
Retainage Payable	48,449	-
Total Liabilities	<u>156,404</u>	<u>108,446</u>
Net Position		
Restricted for Community Redevelopment	2,977,853	2,262,351
Total Net Position	<u>\$ 2,977,853</u>	<u>\$ 2,262,351</u>

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY		
	2021	2020
Expenses		
General Government	\$ 1,604,792	\$ 2,276,127
Total Expenses	<u>1,604,792</u>	<u>2,276,127</u>
General Revenues		
Property Taxes	2,224,580	2,117,889
Investment Income	(860)	64,663
Miscellaneous Revenue	96,574	60,384
Total General Revenues	<u>2,320,294</u>	<u>2,242,936</u>
Net Change in Net Position	715,502	(33,191)
Net Position, Beginning of Year	<u>2,262,351</u>	<u>2,295,542</u>
Net Position, End of Year	<u><u>\$ 2,977,853</u></u>	<u><u>\$ 2,262,351</u></u>

Fiscal year 2021 activities increased the CRA's net position by \$715,502 from the prior year. This change resulted from a decrease in expenses by \$671,335 from decreased work on redevelopment projects during the 2021 year, offset by a minimal increase in tax increment revenues of \$106,691.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$2,977,853 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$2,224,580 represented approximately 96% of all revenues. The CRA's fund balance increased by \$715,502 in the current year. The decrease of expenditures by \$671,335 were addressed above in the governmental activities discussion.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2021, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$991,072, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$2,876,466 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

At September 30, 2021, the CRA had no long-term debt. Throughout each fiscal year, the CRA provides funds to the City's General Fund to cover a portion of the long-term debt that was incurred to be used for redevelopment and infrastructure projects.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

FINANCIAL STATEMENTS

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVENMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2021

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 3,134,257	\$ -	\$ 3,134,257
Total Assets	<u>3,134,257</u>	<u>-</u>	<u>3,134,257</u>
Liabilities			
Accounts Payable	107,955	-	107,955
Retainage Payable	48,449	-	48,449
Total Liabilities	<u>156,404</u>	<u>-</u>	<u>156,404</u>
Fund Balance			
Restricted for Community Redevelopment Projects	<u>2,977,853</u>	<u>(2,977,853)</u>	<u>-</u>
Total Fund Balance	<u>2,977,853</u>	<u>(2,977,853)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 3,134,257</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		<u>2,977,853</u>	<u>2,977,853</u>
Total Net Position		<u>\$ 2,977,853</u>	<u>\$ 2,977,853</u>

See accompanying notes

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
SEPTEMBER 30, 2021

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 1,316,052	\$ -	\$ 1,316,052
Property Taxes - City	908,528	-	908,528
Investment Income (Loss)	(860)	-	(860)
Miscellaneous Revenue	96,574	-	96,574
Total Revenues	<u>2,320,294</u>	<u>-</u>	<u>2,320,294</u>
Expenditures / Expenses			
Current:			
General Government	1,109,694	-	1,109,694
Capital Outlay:			
General Government - Contributed to Primary Government	495,098	-	495,098
Total Expenditures / Expenses	<u>1,604,792</u>	<u>-</u>	<u>1,604,792</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>715,502</u>	<u>-</u>	<u>715,502</u>
Fund Balance/Net Position, Beginning of Year	<u>2,262,351</u>	<u>-</u>	<u>2,262,351</u>
Fund Balance/Net Position, End of Year	<u><u>\$ 2,977,853</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,977,853</u></u>

See accompanying notes.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In June 1993, City Ordinance No. 1893 established the Downtown redevelopment district (defined by Resolution 47-91 and added to by Resolution 11-93). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2021. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2021, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes deposits and overnight repurchase agreements, amounts with the State Board of Administration (SBA) Florida PRIME, Florida Fixed Income Trust, and the Florida Local Government Investment Trust. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2021, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects. The CRA also makes payments to the City's General Fund to cover a portion of the debt that was incurred and related to the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes no adjustments to the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2021, the CRA's funds are part of the City's cash and investment pool. The CRA's balance in the pool as of September 30, 2021 is \$3,134,257. The City's cash deposits are held by a bank that qualifies as a public depository under the *Florida Security for Public Deposits Act* as required by Chapter 280, Florida Statutes. The City maintains an investment policy managing pooled cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (1992 for the Downtown district). The City and Osceola County (the County) are required to contribute 95% of the incremental property taxes levied each year for the Downtown district. For fiscal year 2021, the CRA received its calculated shares of \$1,316,052 from the County and \$908,528 from the City.

Note 5 – Contingency - COVID-19

In December 2019, COVID-19 emerged and has subsequently spread worldwide. The World Health Organization declared COVID-19 a global pandemic, resulting in federal, state, and local governments and private entities to mandate various restrictions. These included travel and public gathering restrictions, stay-at-home orders and advisories, and quarantining of people who may have been exposed to the virus.

At this point in time, we cannot reasonably estimate the duration and severity of this pandemic, which could have an adverse impact on the CRA.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
SEPTEMBER 30, 2021**

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes - County	\$ 1,314,925	\$ 1,314,925	\$ 1,316,052	\$ 1,127
Property Taxes - City	907,750	907,750	908,528	778
Investment Income (Loss)	30,000	30,000	(860)	(30,860)
Miscellaneous Revenue	62,196	62,196	96,574	34,378
Total Revenues	<u>2,314,871</u>	<u>2,314,871</u>	<u>2,320,294</u>	<u>5,423</u>
Expenditures				
Current:				
General Government	2,990,186	3,328,400	1,109,694	2,218,706
Capital Outlay:				
General Government - Contributed	500,000	1,152,858	495,098	657,760
Total Expenditures	<u>3,490,186</u>	<u>4,481,258</u>	<u>1,604,792</u>	<u>2,876,466</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,175,315)</u>	<u>(2,166,387)</u>	<u>715,502</u>	<u>2,881,889</u>
Fund Balances, Beginning of Year	<u>1,175,315</u>	<u>2,166,387</u>	<u>2,262,351</u>	<u>1,087,036</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,977,853</u>	<u>\$ 3,968,925</u>

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated June 17, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



June 17, 2022
Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2021, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2021, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 17, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on examination conducted in accordance with American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 17, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in the Management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2021, for this information).

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our Management Letter for the City of Kissimmee, the primary government associated with the CRA, we included Management Letter Comment **2021-1 Enterprise Resource Planning (ERP) System Implementation**, including management's response, which has partial applicability to the CRA. We also identified the following matter related to the CRA:

- **2021-1 CRA Budget:** The Auditor General Compliance Supplement, Section 163.387(6)(b), Florida Statutes, requires the CRA Board of Directors to provide the adopted budget to the county which the CRA is located within 10 days of adoption. The adopted budget and amendments were provided to the county during the year, but not within the required 10 days of adoption. We recommend that the City develop a process after the adoption of the CRA budget that it is then timely sent to the county.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures: Please see the attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and City of Kissimmee City Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties.



June 17, 2022
Ocala, Florida



CITY OF KISSIMMEE

Finance Department

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

Kissimmee Community Redevelopment Agency -

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the Kissimmee Community Redevelopment Agency (CRA) reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City.

Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2021, can be found in the City's audited financial statements.

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year being reported.

N/A

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency.

N/A

d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency.

N/A

e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project.

Downtown CRA – Church Street Improvement Project cost at the end of the fiscal year - \$ 488,148

f. The annual financial report of a dependent special district or an independent special district amending a final adopted budget under s. [189.016](#)(6) must include a budget variance report based on the budget adopted under s. [189.016](#)(4) before the beginning of the fiscal year being reported.

This information can be found on page 14 of the CRA financial statements.



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

June 21, 2022

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741-5054

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter auditor comment:

Current Year Comment and Recommendation

2021-1 CRA Budget

Management's Response

The City has adjusted its processes to include providing the adopted budget to the County within 10 days of adoption.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tavia Ritchie".

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida



ITEM 8.B

Resolution adopting the Vine Street Community Redevelopment Agency Landscape Master Plan

Request

Staff requests approval of the Resolution adopting the Vine Street Community Redevelopment Agency (CRA) Landscape Master Plan.

Explanation

The City of Kissimmee established the Vine Street Community Redevelopment Agency in 2012 to address conditions of slum and blight that were present in the Vine Street corridor. The CRA's activities are driven by the Guiding Principles identified in the Vine Street Community Redevelopment Plan. One of the Guiding Principles of the Vine Street CRA is to create vibrant, attractive and inviting public spaces. In order to implement this Guiding Principle, the CRA has prioritized enhancing the landscaping in the corridor and in the public areas. Landscaping would provide an immediate visual improvement to the aesthetic of the corridor, with minimal impact to the state highway US 192.

On April 20, 2021, the CRA Board approved a contract between the Vine Street CRA and S&ME, Inc. for landscape architect and design services within the CRA area, which included the Vine Street Landscape Master Plan. Staff have been working with the S&ME consultant team to prepare the Vine Street Landscape Master Plan.

The Landscape Master Plan has been developed through information gathered from public involvement activities, such as a stakeholder charette, an open house and public workshop with residents, business owners, and representatives from government agencies and community leaders.

The Landscape Master Plan includes:

An evaluation of the Vine Street CRA's goals and objectives.

An evaluation of the existing physical, regulatory and demographic conditions.

An evaluation of opportunities and constraints.

The identification of materials and a plant palette.

A Landscape Master Plan rendering and design visualization.

A phasing diagram.

Identification of funding opportunities and cost estimates.

The Landscape Master Plan will provide guidance and outline principles for those responsible for the design and maintenance of the Vine Street corridor's landscape; and will give guidance for new development along the corridor. In addition, The Landscape Master Plan will be used to determine a budget for landscaping within the corridor and solicit landscaping services.

Recommendation

Staff recommends approval of the Resolution adopting the Vine Street Community Redevelopment Agency Landscape Master Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Adopt

Department: Development Services

City of Kissimmee

Presenter: Samia Singleton

Attachment(s):

1. VSCRA Landscape Master Plan and Resolution
2. Vine Street Landscape Master Plan Presentation

**CITY OF KISSIMMEE
CRA RESOLUTION NO. 01-2022**

**A RESOLUTION OF THE VINE STREET COMMUNITY
REDEVELOPMENT AGENCY BOARD OF DIRECTORS OF
THE CITY OF KISSIMMEE, FLORIDA, APPROVING AND
ADOPTING THE VINE STREET LANDSCAPE MASTER
PLAN; PROVIDING AUTHORITY FOR RESOLUTION;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Community Redevelopment Act of 1969 (the “Act”), as codified in Part III of Chapter 163 of Florida Statutes, empowers counties and municipalities to undertake community redevelopment to eliminate, remedy, or prevent slums and blighted areas and to provide affordable housing; and

WHEREAS, to further the purposes of the Act, the Board of Directors of the Vine Street Community Redevelopment Agency, Florida (the “CRA Board”), acknowledged adoption of a Community Redevelopment Plan (the “Redevelopment Plan”) on September 25, 2012 through the enactment of its Resolution No. 30-2012; and

WHEREAS, Goal 5.1 in the Redevelopment Plan recommends the creation of an overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings, and prioritizes landscaping in the public realm, along streets and thoroughfares; and

WHEREAS, Goal 5.2 in the Redevelopment Plan recommends the creation of strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares; and

WHEREAS, the CRA Board finds the best method for effecting these Goals is through creation and adoption of the Vine Street Landscape Master Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, FLORIDA;**

1. The CRA Board hereby approves and adopts the Vine Street Landscape Master Plan attached hereto as Appendix A.
2. This Resolution is adopted pursuant to the authority set forth in Chapter 166 and Part III of Chapter 163 of Florida Statutes.
3. The CRA Board is hereby authorized and empowered to carry out the elements of the Vine Street Landscape Master Plan.
4. This Resolution shall be effective upon adoption.

ADOPTED by the Vine Street Community Redevelopment Agency Board of Directors
this _____ day of _____ 2022.

ATTEST:

APPROVED:

City Clerk

Olga Gonzalez, Chair

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

APPENDIX A

Vine Street Landscape Master Plan

Kissimmee Vine Street
**LANDSCAPE
MASTER PLAN**
MARCH 2022



CITY OF
KISSIMMEE
1883





TEAM ACKNOWLEDGMENTS

City of Kissimmee

Samia Singleton	CRA Manager – Development Services
Craig Holland	Director of Development Services
Mike Steigerwald	City Manager
Desiree Matthew	Deputy City Manager
Belinda Kirkegard	Economic Development Director
Brenda Ryan	Planning Manager
Ashley Cornelison	Senior Planner
John Hambley	Planning Manager
Austin Blake	Assistant City Manager
Natrevia Gradney-Mitchell	Public Works Director

S&ME

Carrie Read, PLA, LEED AP	Project Manager
Eddie Browder, PLA, ASLA	Senior Landscape Architect
Abby Schafer	Landscape Designer
Em Schaefer	Senior Graphic Designer
Claudia Sicilia	Project Designer
Pat Tyjeski, AICP	Principal Planner



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INTRODUCTION + OVERVIEW

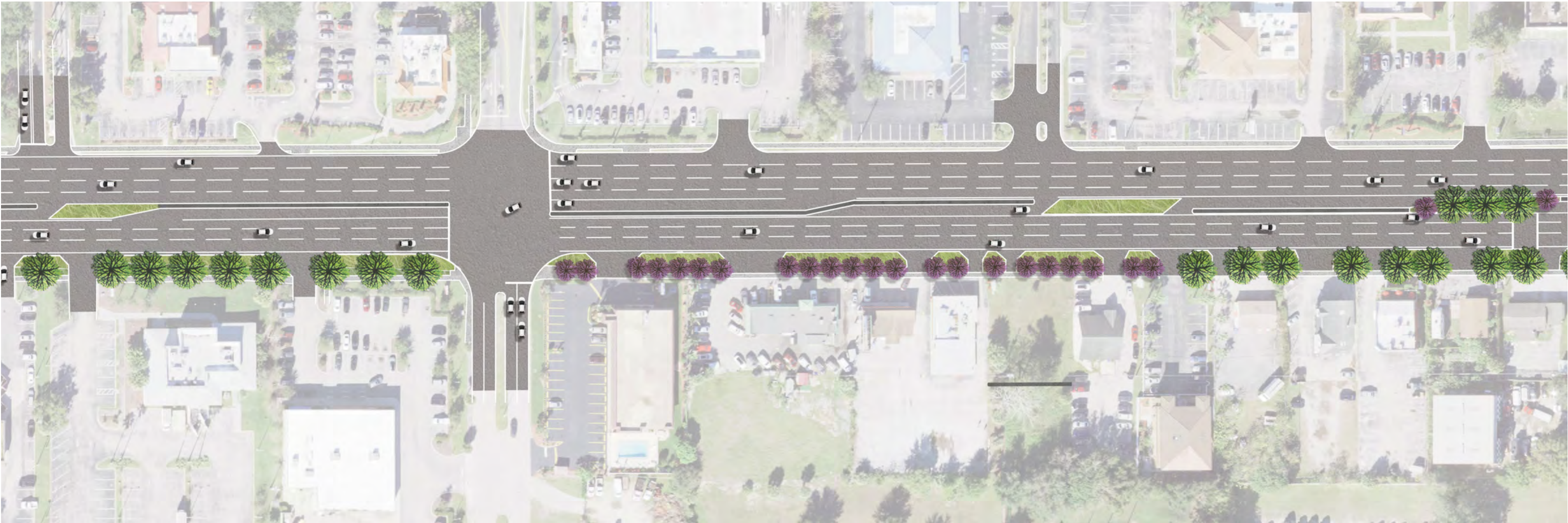
WHY A LANDSCAPE MASTER PLAN?

The purpose of this Landscape Master Plan is to provide guidance and to outline principles for those responsible for the design and maintenance of the Vine Street Corridor’s landscape. The plan also gives guidance for new development along the corridor. The guidelines are intended to promote and better address health, safety, sustainability and welfare in a consistent manner over time while creating a framework for physical and financial investment.

The benefits of the Landscape Master Plan include:

- Providing a clear set of design principles to follow
- Development of road map for landscape and planning decisions
- Providing a strategy for phasing
- Providing a budgeting and fundraising tool
- Establishments of standards for materials that will unify the corridor

This report summarizes the overall landscape design and spatial arrangement ideas for the Vine Street Corridor, along with implementation recommendations as a set of design guidelines.



DESIGN PROCESS

This Landscape Master Plan was developed through a collaborative and interactive process which included city staff, community leaders, community members and other stakeholders. The design team used a five-stage process in developing this Landscape Master Plan:

Stage One: Desire

Stage Two: Discovery

Stage Three: Design

Stage Four: Discussion

Stage Five: Documentation

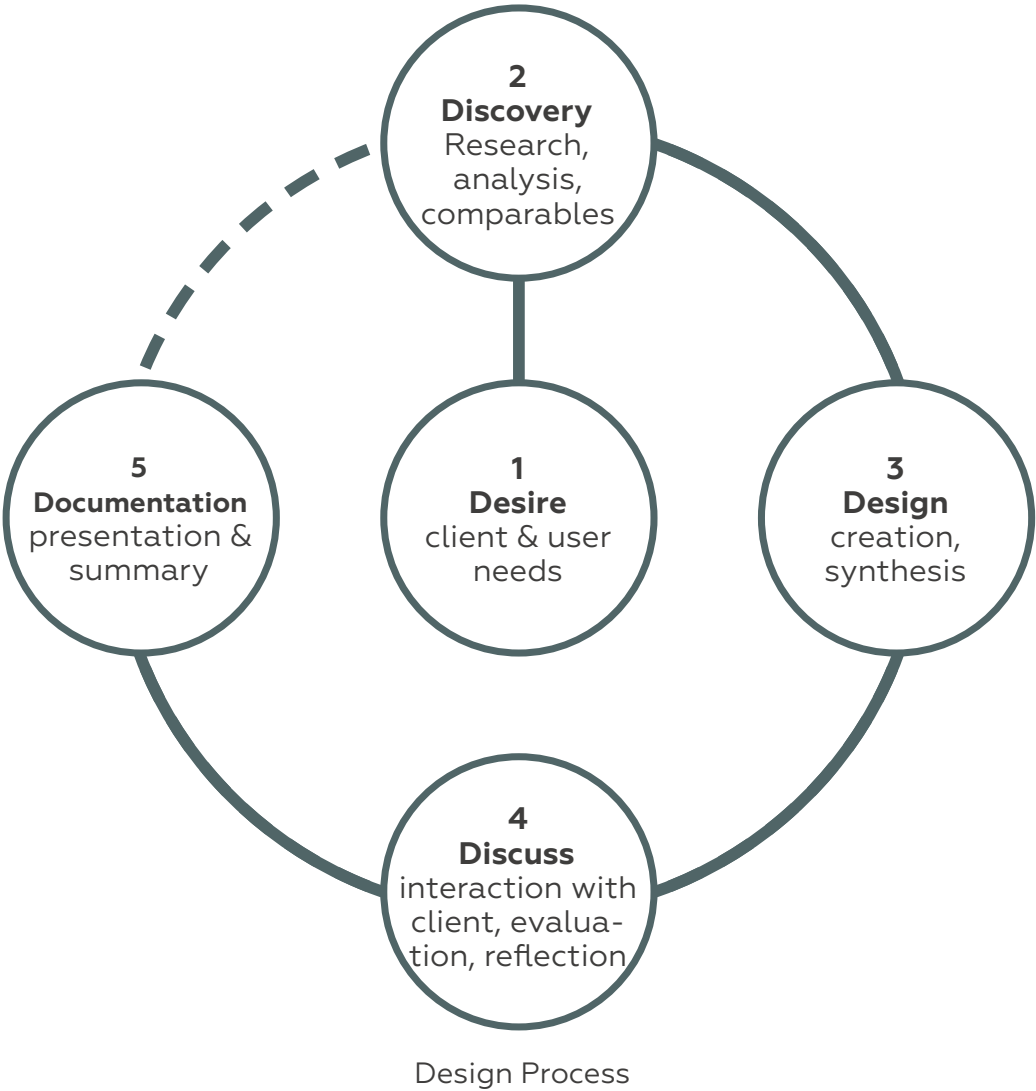
The first two stages, Desire & Discovery, involve understanding user needs and completing a physical analysis of the corridor based on the design team’s evaluation of current conditions, opportunities and constraints. This process included site visits and observation; talking to staff; and review of background data. The analysis looked at the existing spatial arrangement of the corridor, natural amenities, regional context, planting and hardscape materials, circulation (bicycle, pedestrian and vehicular), and land use. As part of this initial process, a design workshop was held with City staff and key stakeholders on July 14th, 2021 to review and discuss the opportunities and constraints along the corridor. The analysis and findings from this workshop were synthesized into a set of design principles and opportunities which guided the overall landscape master plan.



A draft landscape master plan with design principles was developed in Stage Three, Design. The draft master plan informed an overall vision, design principles and physical layout based on the analysis conducted in Phase One and Two.

Stage Four, Discussion, included presenting the master plan and design guidelines to stakeholders. A refined landscape master plan and set of design guidelines based on comments received from the initial workshop were presented at a public presentation on October 5, 2021 . More detailed graphic visualizations were also presented.

The final stage of the landscape master plan, Documentation, focused on the refinement of the plan and the written report. The final landscape master plan is documented in this report with the intent of developing a “road map” for future decisions and required resources for the Vine Street Corridor.



A decorative background featuring a repeating pattern of stylized teal vines and leaves. The vines are thin and branch out, with small, oval-shaped leaves attached. The pattern is light teal and covers the entire page.

APPROACH

Goals + Objectives
Design Principles

08
09

GOALS + OBJECTIVES

Vine Street CRA Guiding Principles

- Create compact, human-scaled, mixed use development patterns with a distinct sense of place
- Increase housing diversity
- Increase transportation choices
- Support healthy lifestyles and reduced energy consumption
- **Create vibrant, attractive, and inviting public spaces**
- Revitalize and redevelop properties to attract new jobs and housing throughout the corridor
- Preserve existing natural systems and create new green infrastructure systems

Create vibrant, attractive, and inviting public spaces

Objective: Create overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings.

Objective: Create strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares.

A Landscape Master Plan should:

- Increase shade and canopy cover
- Increase pedestrian comfort and scale of road
- Reduce heat island effects
- Improve visual impacts and screening
- Create ‘sense of place’
- Include elements of visual interest and color
- Create gateway intersections through the use of plant material

Input from Design Workshop

- Calming
- Economic
- Pedestrian comfort and safety
- Views to buildings and signage
- Inform business owners of the benefits of trees and landscape
- Enhance what is existing
- Hide eye-sores
- Think about long term effects: roots, overhead power lines, etc.
- Channel people to signalized crosswalks
- Water conservation/ drought tolerant
- Budget friendly plant materials
- Long term maintenance



Image from Design Workshop

These become our Design Principles for the Project moving forward.

DESIGN PRINCIPLES

During the initial kickoff meeting with stakeholders, the following design principles were established to provide the framework and goals for the development of the Vine Street Landscape Master Plan.

Pedestrian Comfort + Safety

Providing outdoor spaces that are inviting, safe and accessible as well as creating a safe environment for pedestrians. Increasing shade and canopy trees for increased pedestrian comfort along the corridor. Limiting conflicts between vehicular movement and pedestrian and bicycle circulation. Utilize canopy trees where possible to provide traffic calming and to help reduce vehicular speeds. The creation of additional shade along the corridor will reduce the heat island effect and create a more enjoyable experience for both pedestrians and vehicular users.



Create a 'Sense of Place'

Developing a true sense of place that can remain meaningful over time. Creating a cohesive look along the entire corridor. Utilizing landscape materials to create a more comfortable pedestrian scale and to encourage pedestrian-friendly redevelopment over time. Landscape materials and accent plantings can create improved intersection treatments and enhance the aesthetics along the corridor.

Visual Interest + Screening

Minimize visual impacts and improve landscape screening along the corridor. Include elements of visual interest and color in the form of accent plantings, especially at key intersections. Enhance the aesthetic treatment along the entire corridor.



Maintenance

A well-balanced and purposeful landscape that can bring a balance of aesthetics, order, efficiency, and economics. A focus on landscape maintenance through the selection of plant material and appropriate placement throughout the corridor. An emphasis on low-maintenance and drought tolerant plant material throughout the corridor that can thrive without irrigation once established.

Sustainability + Health

Integrating sustainable practices in design and planning to enhance health, safety and welfare. Promoting best practices in water conservation and stormwater management, utilizing native plant materials, introducing canopy trees with high shade coverage to reduce the heat island effect as well as incorporating rain gardens and green infrastructure opportunities to promote a sustainable aesthetic along the corridor.



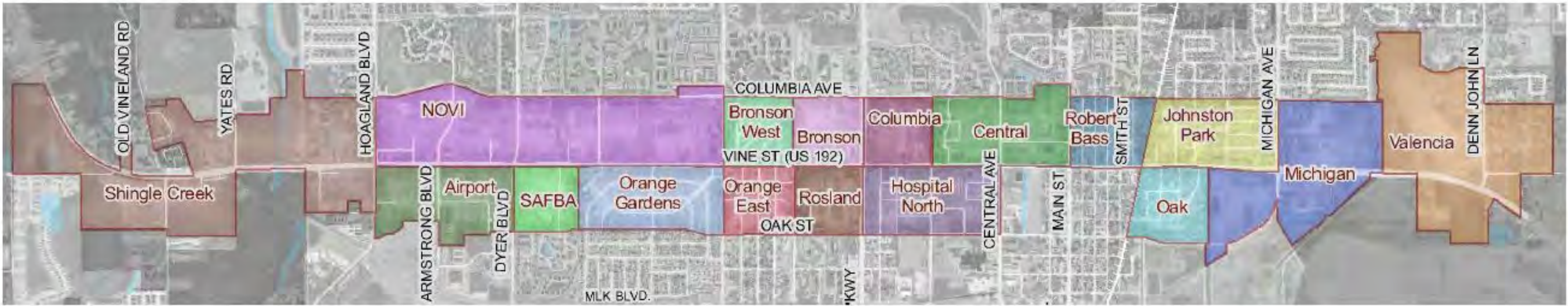
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SITE INVENTORY + ANALYSIS

Existing Context	11
Existing Conditions	12
Opportunities + Constraints	15

EXISTING CONTEXT

The Vine Street corridor (US-192) is a State Road running east/west through the City of Kissimmee. Within the City limits, the street is approximately 4.8 miles long. The study area for this project is approximate 4 miles from the western side of the Hoagland Blvd. intersection to Denn John Ln.



Vine Street CRA Neighborhoods and Hubs

EXISTING CONDITIONS

As part of the Discovery phase, staff walked and drove the Vine Street corridor to better understand and document the existing conditions. The following images represent conditions along the corridor.



Looking west at Hoagland Blvd.



West project boundary looking east



Looking east near Ross



Looking east



Looking east

EXISTING CONDITIONS



Looking west at Dyer Blvd.



Looking west



Looking east



Looking east towards intersection with Michigan Ave. and Oak St.



Looking west by the Walgreens



Looking west at the east project boundary

EXISTING CONDITIONS

Existing Site Furnishings and Streetscape Elements

During our site visit, we also documented some of the current site furnishings, features and streetscape elements that occurred along the corridor.



Street Lamps



City Sign



Main Street Gateway



Valencia College Gateway



Westbound Bus Stop near Armstrong Blvd.



Eastbound Bus Stop near Armstrong Blvd.



Eastbound Bus Stop near Thatcher Ave.



Eastbound Bus Stop near Kevistin Dr.

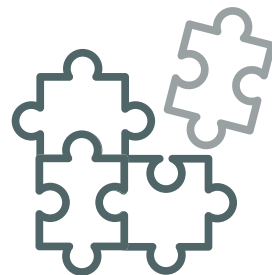
SWOT Analysis

Based on site visits, background research and the design workshops with City staff, a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis was developed to better understand current issues and opportunities for the corridor.



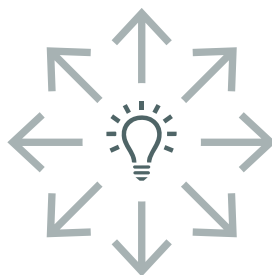
STRENGTHS

- Proximity to Downtown Kissimmee, businesses, restaurants and other amenities along the corridor
- Well-traveled corridor and primary east – west connector through the City of Kissimmee
- Corridor serves as a gateway for vehicular users coming into the City from the north, east and west
- Variety of districts along the corridor



WEAKNESSES

- Lack of landscape and street trees throughout the corridor; the majority of the vegetation is turf
- Lack of cohesiveness throughout the corridor
- Lack of shade trees
- Harsh pedestrian environment
- Vast areas of paved surfaces and limited green space



OPPORTUNITIES

- Existing medians
- All medians have curbs
- Wider concrete medians that could become future landscape area
- Existing landscape areas between the sidewalk and roadway (within the ROW)
- Existing areas between the sidewalks and property line (within the ROW)



THREATS

- Billboard sight triangles
- Vehicular sight triangles at drivers and non-controlled intersections
- At grate and below ground utilities
- Swales
- Limited width of medians (most are maximum 10'-12' wide)
- Constrained ROW conditions

A decorative background featuring a repeating pattern of stylized teal vines and leaves. The vines are thin and branch out, with small, oval-shaped leaves attached. The pattern is light and airy, covering the entire page.

PROCESS

Design Considerations	17
Design Process: Workshop	20
Design Process: Public Open House	22

DESIGN CONSIDERATIONS

Landscape Materials

Based on the project goals and objectives and taking into consideration opportunities and constraints, a list of plant characteristic was developed to better inform and guide the plant palette selection.

DESIGN CONSIDERATIONS

- Native and Florida Friendly
- Drought tolerant (no irrigation)
- Canopy trees vs understory trees
- Character (palms vs deciduous trees)
- Height at sight triangles (under 18" or trees limbed up to 8' CT)
- Shrub and groundcover treatment in narrow areas and at the beginning and end of medians
- Color and accent planting
- Creating a cohesive corridor
- Integrating color and accent elements at gateways and special districts
- Gateway intersection treatments

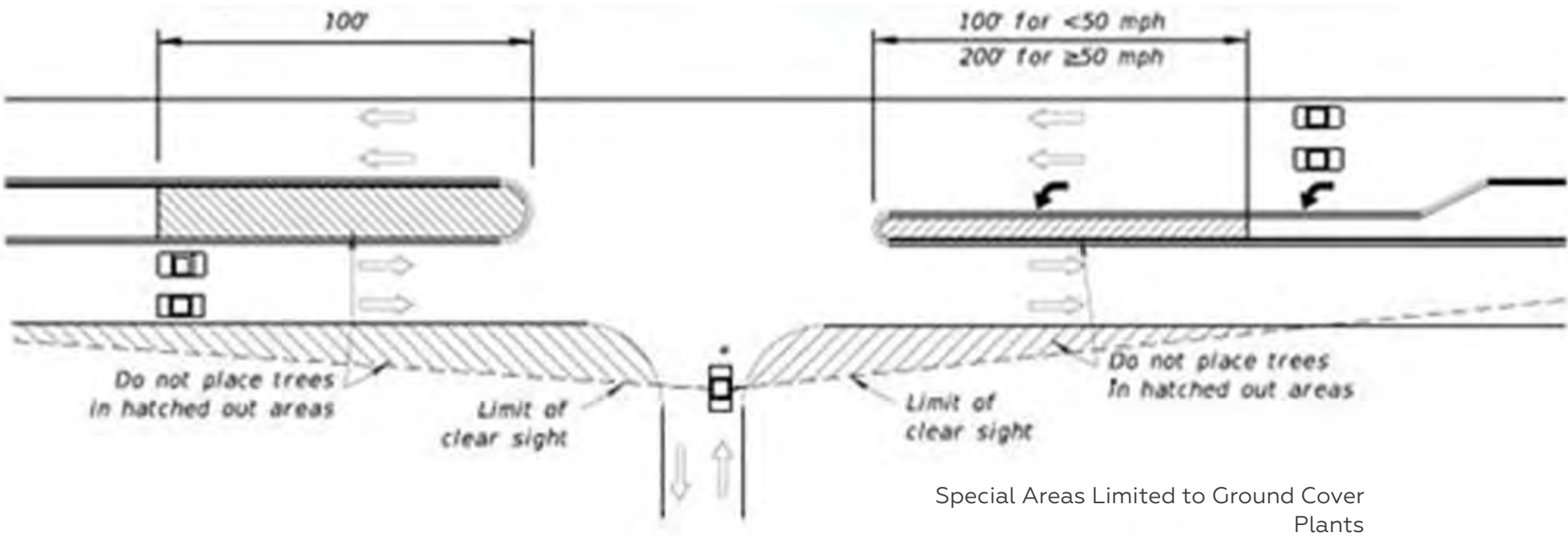
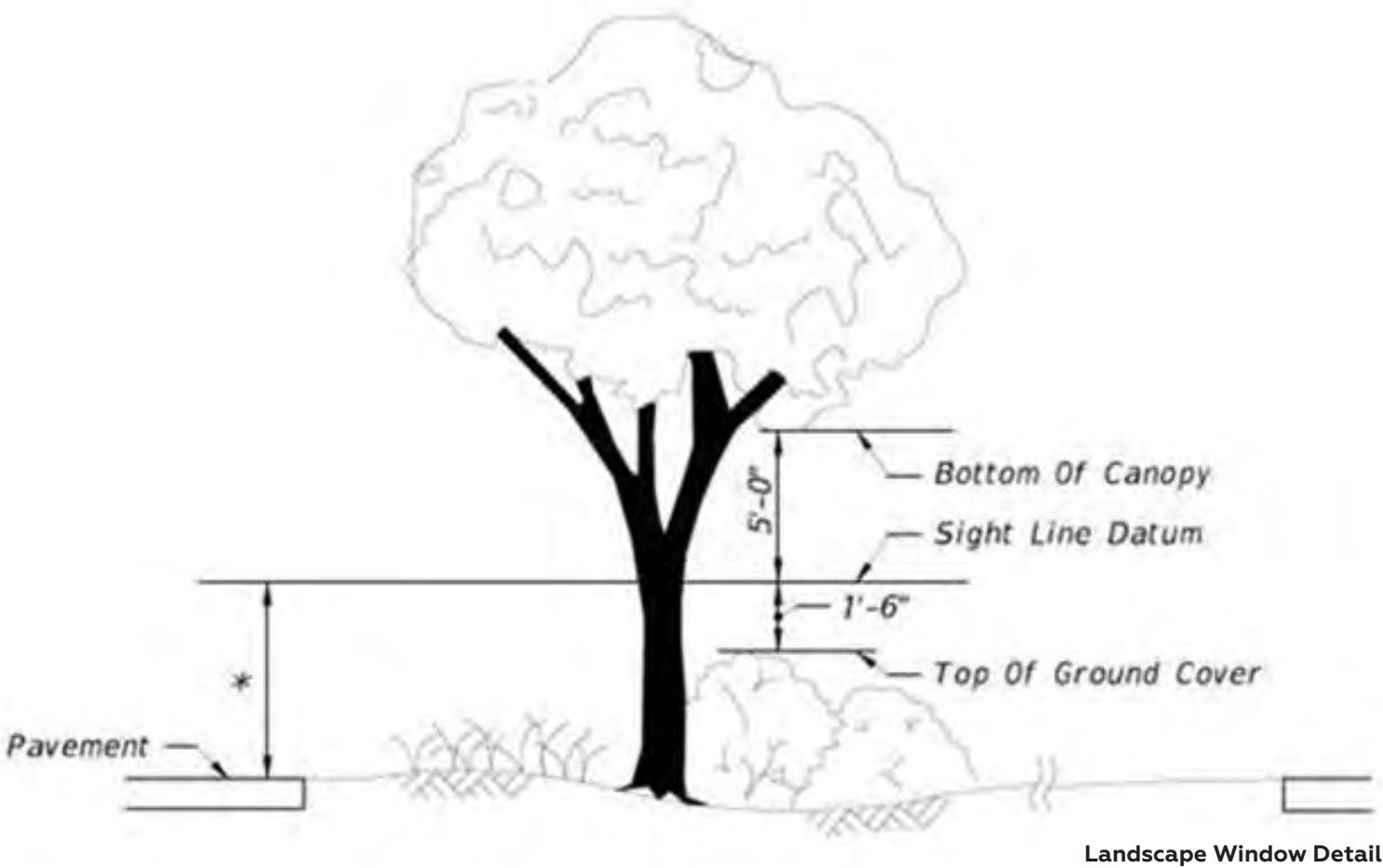


DESIGN CONSIDERATIONS

FDOT Requirements

Another consideration of the landscape master plan were additional FDOT landscape requirements including minimum clear trunk of trees and maximum ground cover heights within sight triangles; minimum offsets from the end of landscape medians for street tree placement; and minimum width of medians for street tree placement. Additional considerations included the placement of canopy trees only in areas below a 45 MPH design speed – areas at or above 45 MPH will be limited to trees with a 4" caliper at maturity. Billboard site lines are another consideration as canopy trees cannot be placed within the billboard sight triangles (see the existing conditions plans in the Appendix for an inventory of all sight triangles for billboards and driveways).

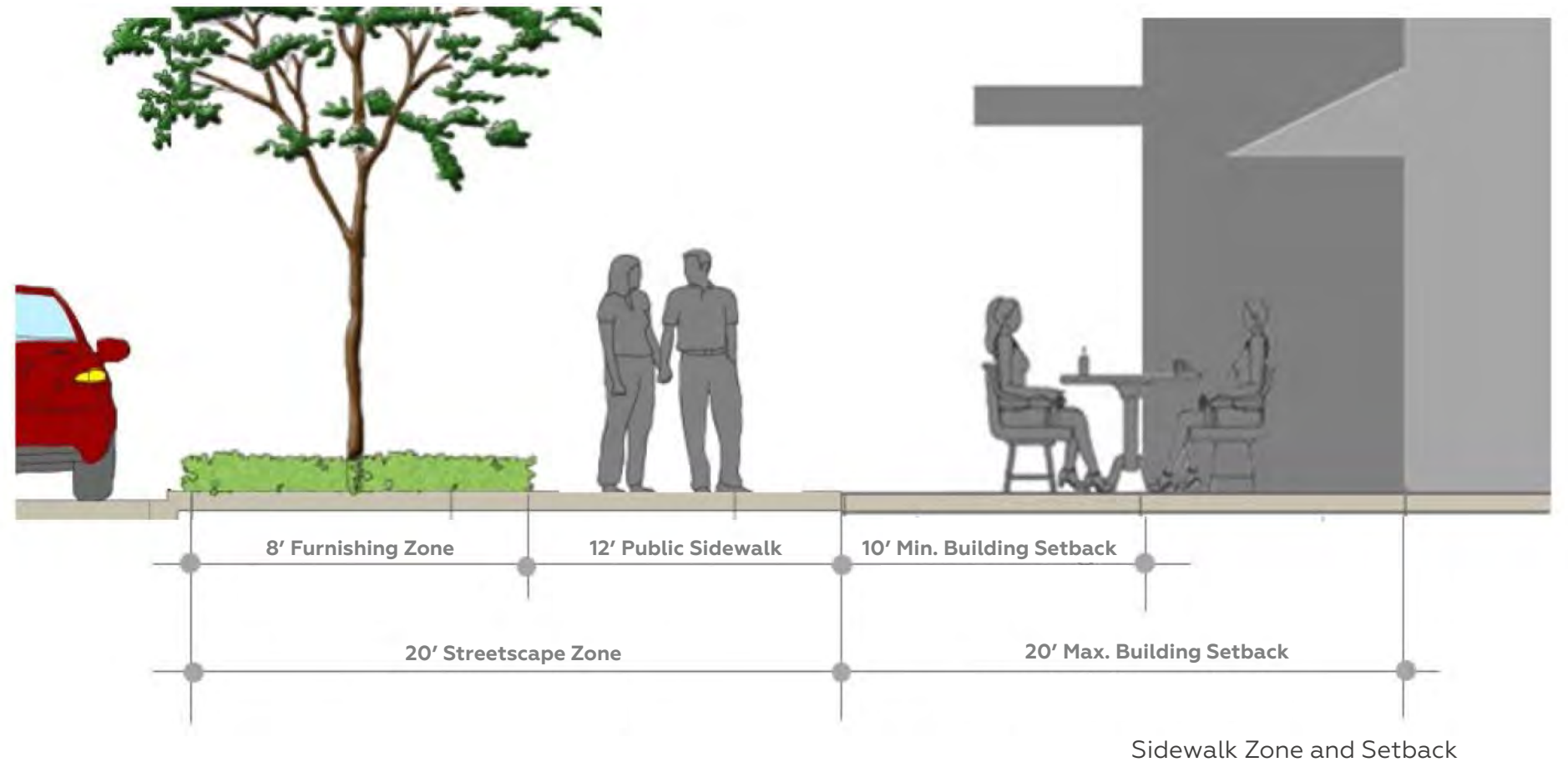
Table 215.2.2 Minimum Lateral Offset Criteria						
Design Element		Curbed Roadways				High Speed Curbed and Flush Shoulder Roadway
		New Construction		RRR		
		Design Speed				
		25-35 mph	40-45 mph	25-35 mph	40-45 mph	
Light Poles	Conventional	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See <i>FDM 215.2.9</i> .				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	20 feet from Travel Lane, 14 feet from Auxiliary Lane, or Clear Zone width, whichever is less
	High Mast	Outside Clear Zone				
Signal Poles and Controller Cabinets		Do not locate in Medians, except for PHB in accordance with <i>FDM 215.2.9</i> .				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
Traffic Infraction Detectors		For placement and installation specifications, refer to the State Traffic Engineering and Operations Office web page: http://www.fdot.gov/traffic/				
ITS Poles and Related Items	Pole & Other Aboveground Fixed Objects	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See <i>FDM 215.2.9</i> .				
		1.5 feet	4.0 feet	1.5 feet	4.0 feet	Outside Clear Zone
	Equipment Shelters and Towers	Do not locate within the limited-access right of way,				
	Breakaway Objects	1.5 feet	4.0 feet	1.5 feet	4.0 feet	As Close to R/W As Possible
Traffic Control Signs	Single and Multi-Column	Locate in accordance with Standard Plans				
	Overhead Sign Structures (Includes DMS)	Outside Clear Zone				
Trees	Where the diameter is or is expected to be > 4 inches measured 6 inches above the ground	1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
		RRR Projects: (1) Meet New Construction criteria for new plantings.				



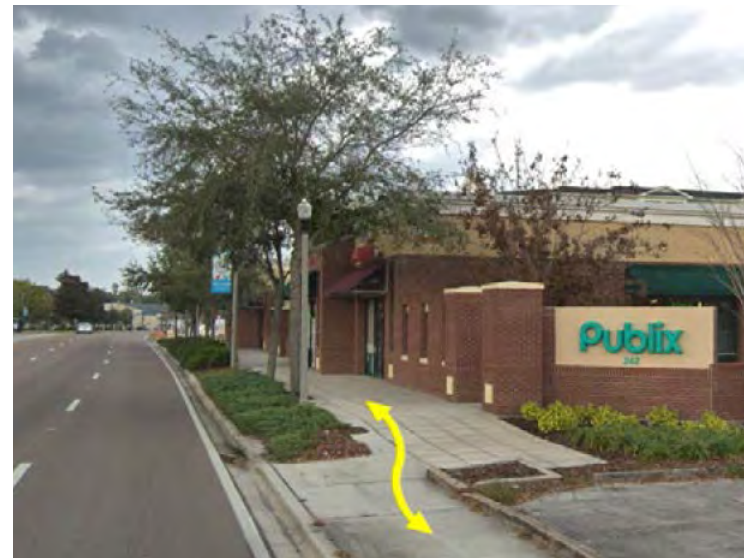
DESIGN CONSIDERATIONS

Form-Based Code/ Redevelopment

Another consideration of the landscape master plan was the form-based code and future redevelopment of the corridor. Future redevelopment on Vine Street will include a 20' Streetscape Zone as well as a 10' minimum building setback. This additional area will be utilized to provide an 8' furnishing and street tree zone as well as a 12' public sidewalk to enhance the pedestrian connectivity throughout the corridor. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.



Streetscape examples from Form-Based Code



Connecting new and existing sidewalks

DESIGN PROCESS

Design Workshop

A design workshop was held with City staff and key stakeholders on July 14th, 2021 to review and discuss the opportunities and constraints along the corridor. As part of the workshop, attendees participated in a red dot/green dot exercise or visual preference survey. The images below record the outcome from this activity. Red dots indicate lack of preference and green dots indicate preferred scenarios.



Image from Design Workshop



Poinciana Blvd, Orlando



FL-15



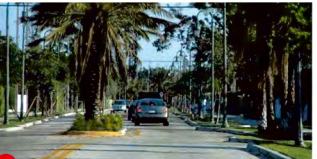
Silver Buttonwood Trees in median



Poinciana Blvd, Orlando



US-92



Sylvester Palm in median



Co. Rd 15, Orlando



S. US Hwy 17 92, Casselberry



Rain Garden in Right-of-Way



Vine St. Landscape Master Plan

Precedent Images
07/14/2021

Red Dot/ Green Dot Exercise



Harden Blvd, Lakeland



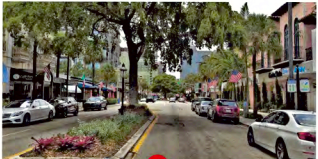
N Narcoossee Rd, Orlando



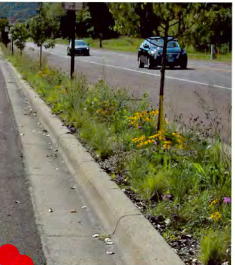
Planting at intersection



Harden Blvd, Lakeland



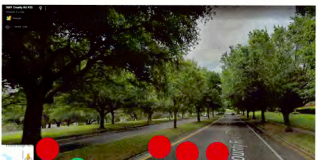
Ft. Lauderdale



Planting in small median



Vine St., Kissimmee



County Rd 435, Orlando



Vine St. Landscape Master Plan

Precedent Images
07/14/2021

Red Dot/ Green Dot Exercise



Marked Up Project Plan

DESIGN PROCESS

Agenda

The Agenda for the workshop was as follows:

MORNING SESSION (9AM-12PM)

- Introductions
- Review Project
- Review the Corridor (Existing Conditions)
- Discuss Goals and Objectives
- Review Opportunities and Constraints
- Stakeholder Input and Feedback

WORKING LUNCH (12-1PM)

AFTERNOON SESSION (1-3PM)

- Development of design principles
- Define districts and ‘gateway’ intersections
- Typical Sections
- Opportunity Areas – high, medium and low
- Preliminary Concept Plan

REVIEW SESSION AND NEXT STEPS (3-4PM)

Feedback from this workshop was used to develop the draft Landscape Master Plan

Canopy Trees



Red Maple
Acer rubrum
Native • Florida Friendly



Southern Magnolia
Magnolia grandiflora
Native • Florida Friendly



Cathedral Live Oak
Quercus virginiana
Native • Florida Friendly



Autumn Gold Bald Cypress
Taxodium distichum
Native • Florida Friendly



Winged Elm
Ulmus alata
Native • Florida Friendly



Silver Bismark
Bismarckia nobilis 'Pure Silver'
Florida Friendly



Wild Date Palm
Phoenix sylvestris
Florida Friendly



Cabbage Palm
Sabal palmetto
Native • Florida Friendly

Understory Trees (4" Caliper or less)



Pineapple Guava
Acacia sellowiana
Florida Friendly



Silver Buttonwood
Conocarpus erectus 'Silver Queen'
Native • Florida Friendly



Japanese Blueberry Tree
Eleocarpus decipiens
Florida Friendly



Lignum Vitae
Guaicum officinale
Native • Florida Friendly



Hollywood Juniper
Juniperus chinensis 'Torulosa'
Florida Friendly



Southern Red Cedar
Juniperus silicicola (Broidie)
Native • Florida Friendly



Crepe Myrtle
Lagerstroemia indica
Florida Friendly



Japanese Privet
Ligustrum japonicum
Native • Florida Friendly



Yellow Trumpet Tree
Tabebuia caribibae
Florida Friendly



Pink Tabebuia
Tabebuia pallida
Florida Friendly

Vine St. Landscape Master Plan

Plant Palette
07.14.2021

Red Dot/ Green Dot Exercise

Shrubs (Over 36")



Pineapple Guava
Acacia sellowiana 'Bambina'
Florida Friendly



Thyrallis
Galphimia glauca
Native • Florida Friendly



Dwarf Yaupon
Ilex vomitoria 'nana'
Native • Florida Friendly



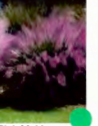
Plum Loropetalum
Loropetalum chinense 'plum'
Florida Friendly



Pink Muhly
Muhlenbergia capillaris
Native • Florida Friendly



Cape Plumbago
Plumbago auriculata 'royal blue'
Florida Friendly



Podocarpus
Podocarpus macrophylla
Florida Friendly



Indian Hawthorn
Rhodaphysa indica



Firecracker Plant
Ruellia equisetiformis
Florida Friendly



Schefflera
Schefflera arboricola 'trinita'
Florida Friendly



Saw Palmetto
Serenoa repens
Native • Florida Friendly



Sand Cord Grass
Thyrida bakeri
Native • Florida Friendly



Dwarf Fakahatchee
Tipuacum floridanum
Native • Florida Friendly



Walter's Viburnum
Viburnum coccineum
Native • Florida Friendly



Butterfly Milkweed
Asclepias tuberosa
Native • Florida Friendly



Foxtail Fern
Asparagus densiflorus 'meyeri'
Florida Friendly



Crinum Lily
Crinum augustum 'Queen Emma'
Native • Florida Friendly



Golden Dewdrops
Duranta erecta
Florida Friendly



Parsoni Juniper
Juniperus chinensis 'parsoni'
Florida Friendly



Dwarf Oleander
Nerium oleander 'Desert Pink Ice'
Florida Friendly



Coontie
Zamia pumila
Native • Florida Friendly

Vine St. Landscape Master Plan

Plant Palette
07.14.2021

Red Dot/ Green Dot Exercise

Image from Design Workshop

Shrubs (Under 24")



Orange African Bulbine
Bulbine frutescens
Florida Friendly



Dune Sunflower
Helianthus debilis
Native • Florida Friendly



Dwarf Firebush
Hamelia nodosa
Native • Florida Friendly



Society Garlic
Tulbaghia violacea
Florida Friendly



Black Eyed Susan
Rudbeckia hirta
Native • Florida Friendly

Groundcovers



Perennial Peanut
Arachis glabrata
Florida Friendly



Little Becca Flax Lily
Dianella caerulea 'little becca'
Native • Florida Friendly



Brazilian Dwarf Morning Glory
Evolvulus glomeratus 'Brazilian'
Florida Friendly



Sensitive Plant
Ruellia strepera
Native • Florida Friendly



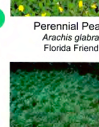
Liriope Muscari
Liriope muscari 'Emerald Goddess'
Florida Friendly



Flax Lily
Dianella lasiocarpa
Native • Florida Friendly



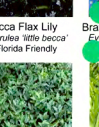
Blue Pacific Juniper
Juniperus conferta 'blue pacific'
Florida Friendly



Mondo Grass
Ophiopogon japonicus
Florida Friendly



Minima Jasmine
Trachelopogon asiaticum 'minima'
Florida Friendly



St. Augustine Sod
Stenotaphrum secundatum
Native • Florida Friendly



Bahia Sod
Paspalum notatum
Florida Friendly

Vine St. Landscape Master Plan

Plant Palette
07.14.2021

Red Dot/ Green Dot Exercise

Design Workshop Presentation Constraints Slide

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

21

Page 603 of 751

Public Open House

A draft landscape master plan and set of design guidelines based on comments received from the initial workshop were presented at a public presentation on October 5, 2021.

The Agenda for the Public Presentation was as follows:

PRESENTATION

- Introductions
- Review Project
- Review the Corridor (Existing Conditions)
- Discuss Goals and Objectives / Design Principals
- Review Opportunities and Constraints
- Opportunity Areas – high, medium and low
- Review Master Plan
- Typical Sections
- Design Visualization
- Next Steps

OPEN HOUSE

Based on input from the Public Presentation the following next steps were identified:

1. Make final updates to the Master Plan based on public input
2. Prepare opinions of probable cost and Phasing Plans
3. Identify grant funding opportunities
4. Prepare a final Landscape Master Plan report



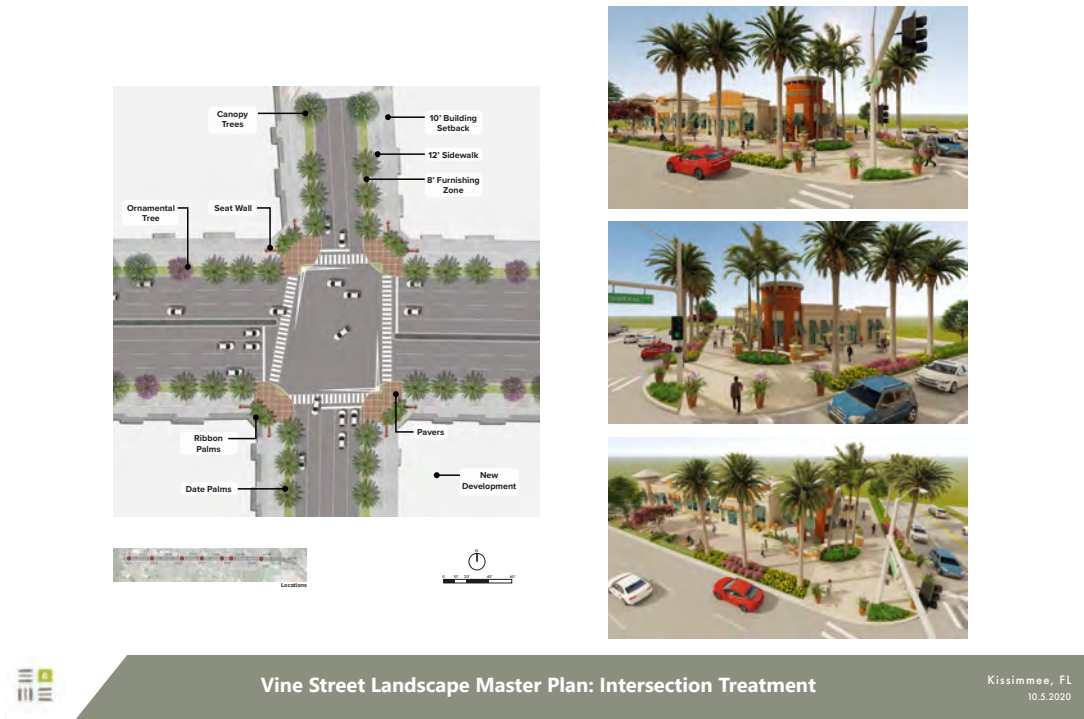
Public Open House Presentation Slide



Public Open House Presentation Board



Public Open House Presentation Board



Public Open House Presentation Board

The background of the entire page is a repeating pattern of stylized teal leaves and branches, resembling a vine or coral structure, set against a light cream background.

LANDSCAPE MASTER PLAN

Typical Cross Sections	24
Master Plan Renderings	26
Plant Palette	40
Visioning Graphics + Future Redevelopment	44
Streetscape Zone Phasing Diagram	50
Typical Intersection Treatment	52

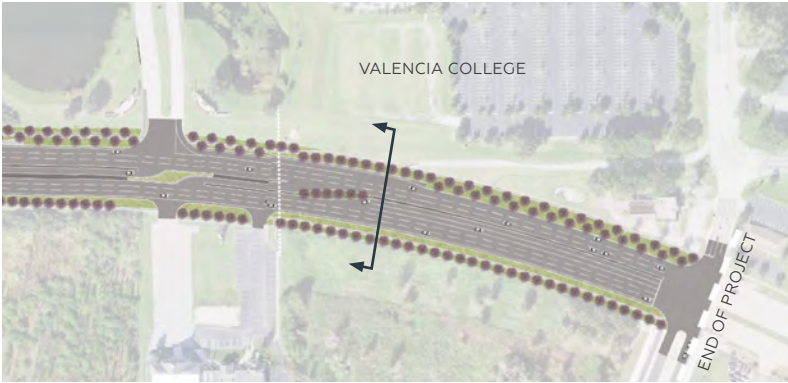
TYPICAL CROSS SECTIONS

East Gateway Vine Street at Valencia College

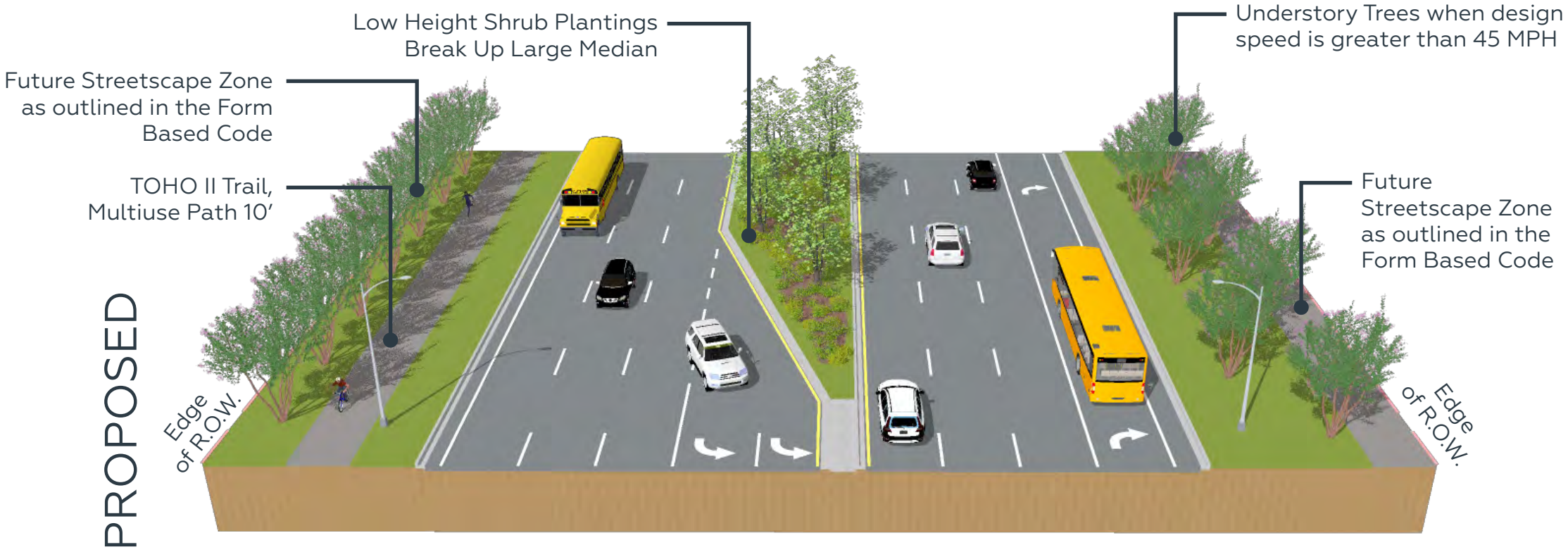
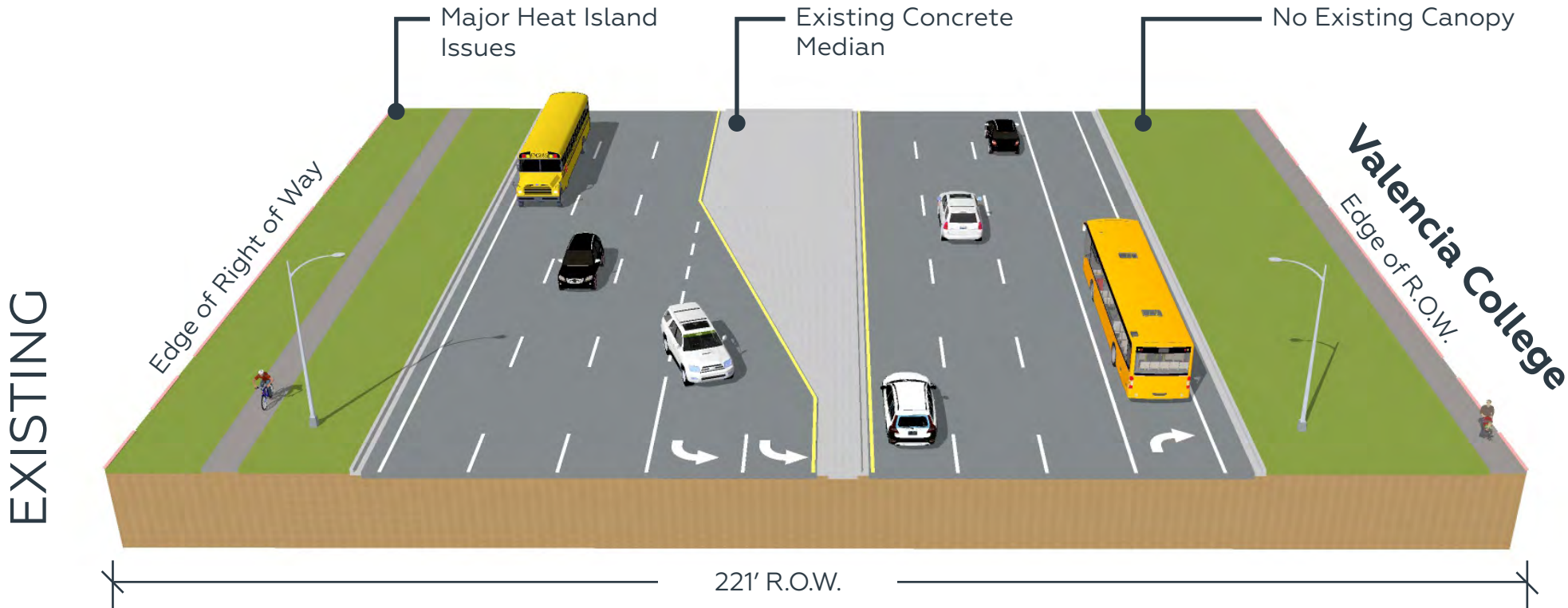
An important objective of the Landscape Master Plan is to identify opportunities for gateway treatments as you enter into the City of Kissimmee. This typical cross-section shows conceptual design for the East Gateway at Valencia College. The design concept for this area includes removing portions of the concrete median to create additional landscape opportunities in this area.



Precedent Image: Planted Streetscape



Location



TYPICAL CROSS SECTIONS

Rain Garden *Vine Street at Nebraska Ave.*

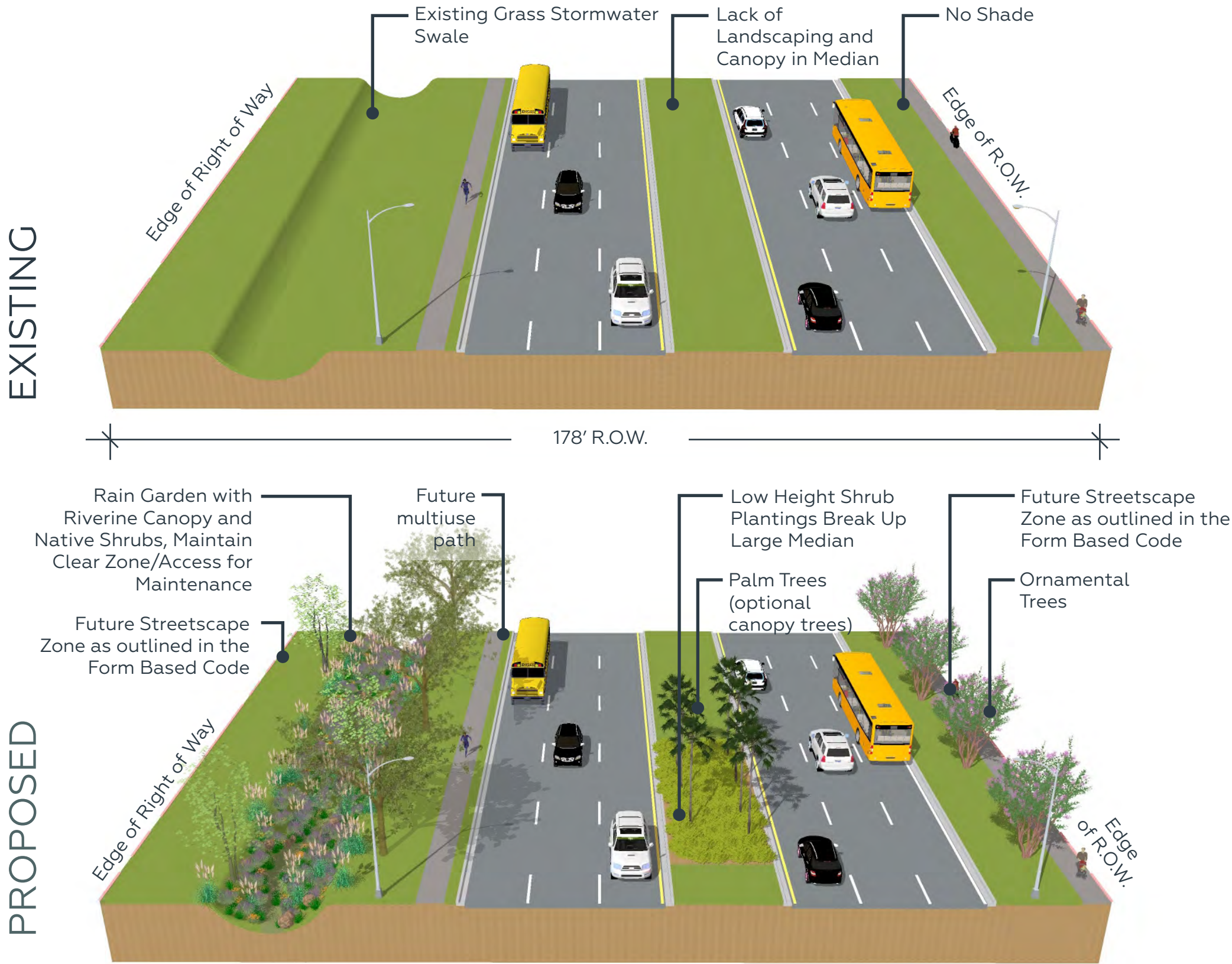
A high priority item that came out of the Design Workshop was an interest in transforming existing grass swales along the corridor into rain gardens / bioswales and utilizing these areas to provide green infrastructure opportunities. These elements would capture stormwater runoff and reduce the amount of pollutants as suspended solids going into the stormwater system and entering lakes and stormwater ponds at outfall areas. Oftentimes, FDEP (Florida Department of Environmental Protection) and State Stormwater Management Districts will authorize funding for these types of features to be implemented. In the case of the City of Kissimmee, the South Florida Water Management district would be the jurisdiction to evaluate potential funding opportunities for this project.



Precedent Image: Planted Streetscape

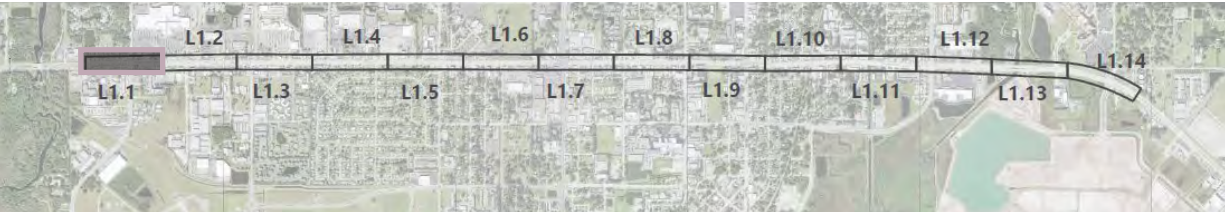
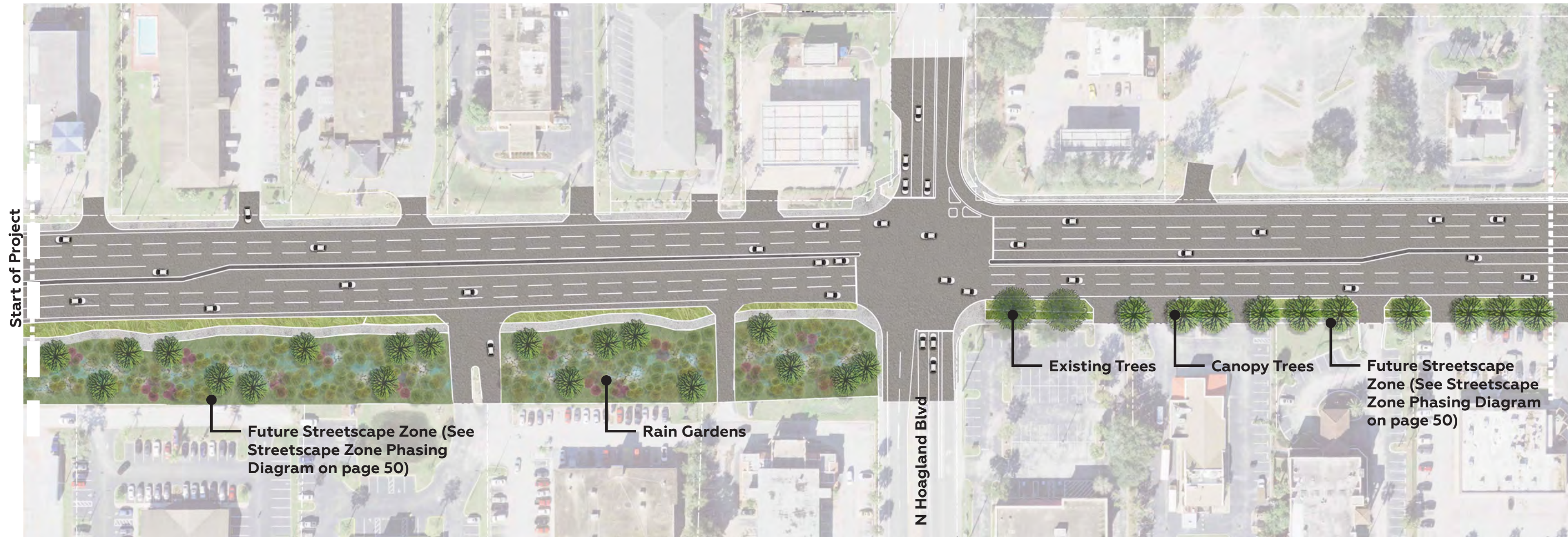


Location

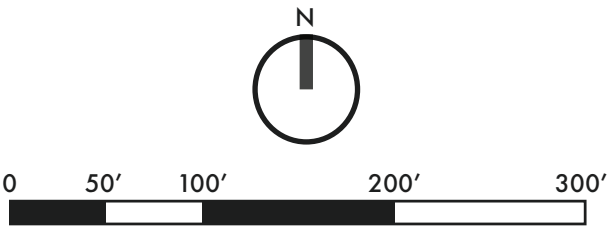


PLAN RENDERING (L1.1)

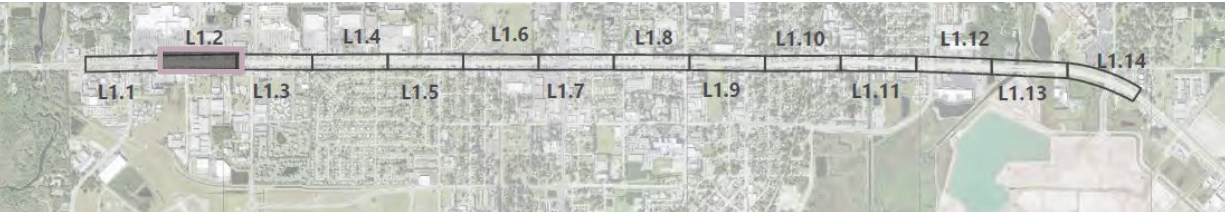
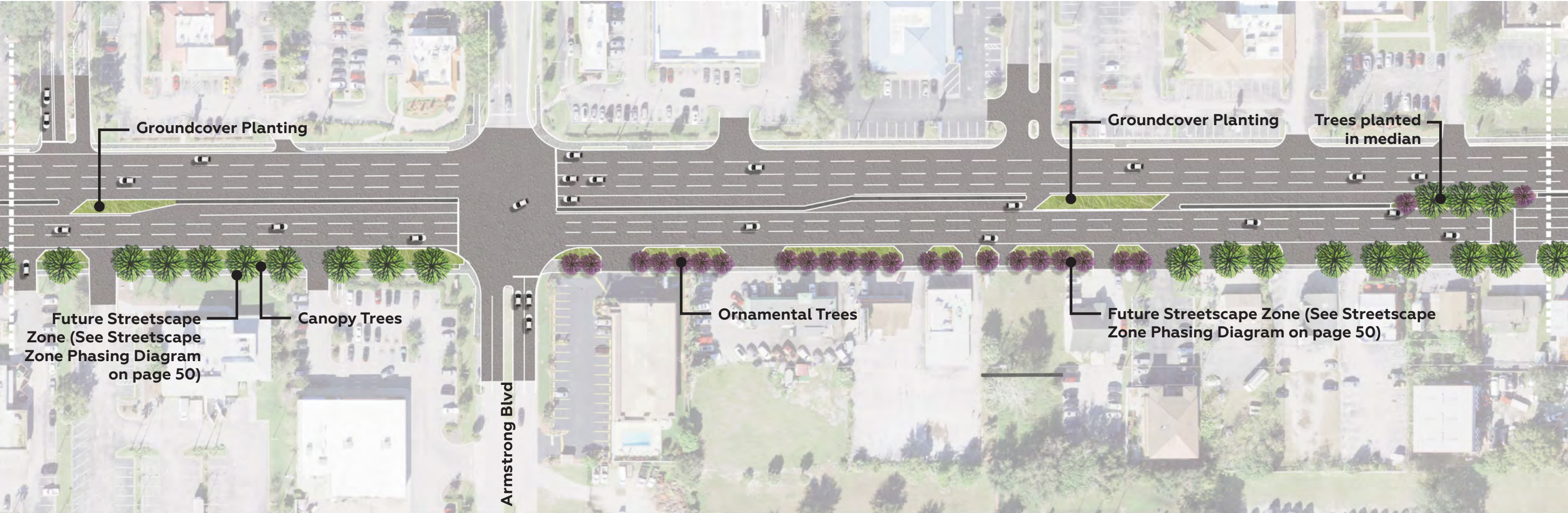
The following plan renderings show a graphic representation of the opportunity plans found in the report appendix.



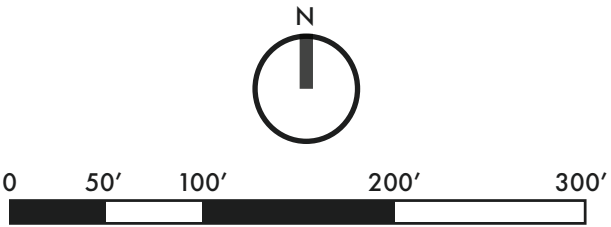
- Existing Tree
- Canopy Tree
- Ornamental Tree
- Groundcover Planting
- Rain garden



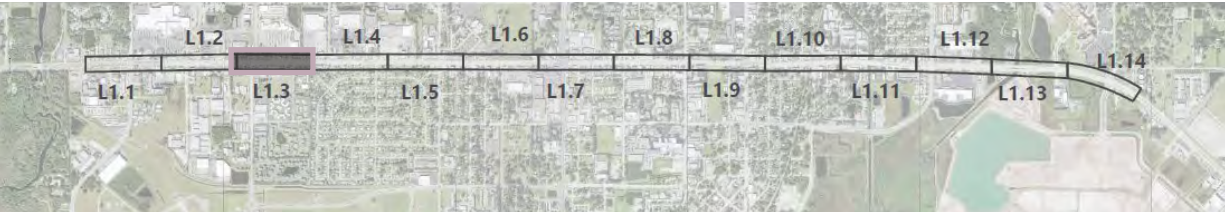
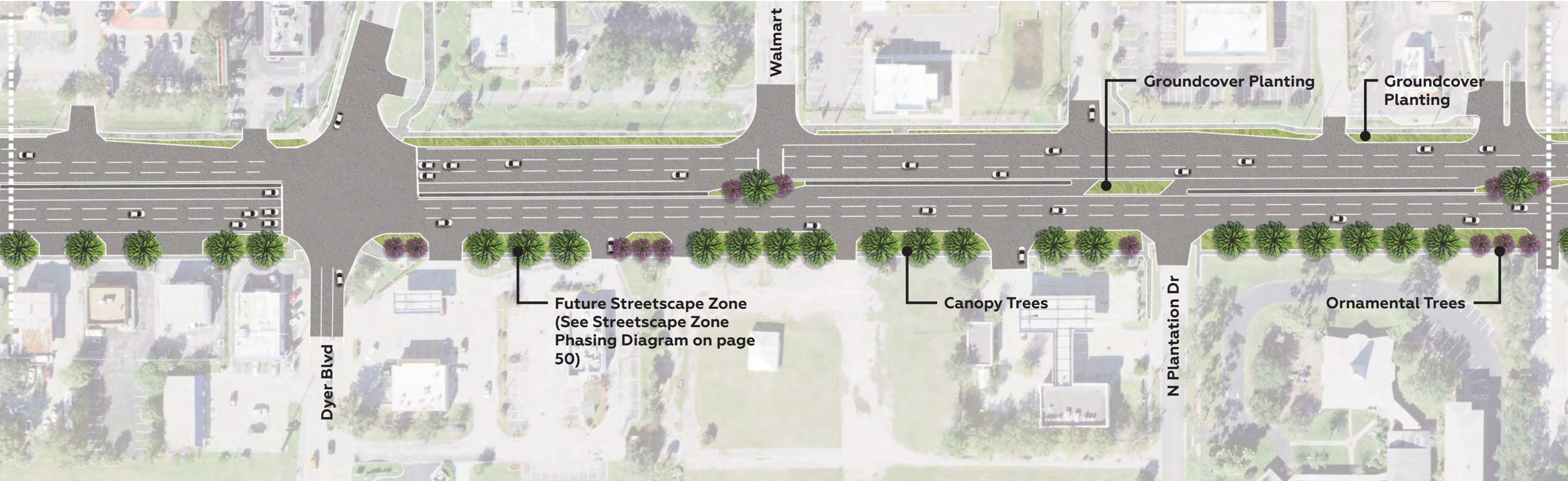
PLAN RENDERING (L1.2)



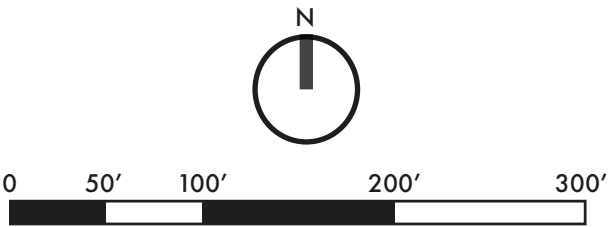
-  Canopy Tree
-  Ornamental Tree
-  Groundcover Planting



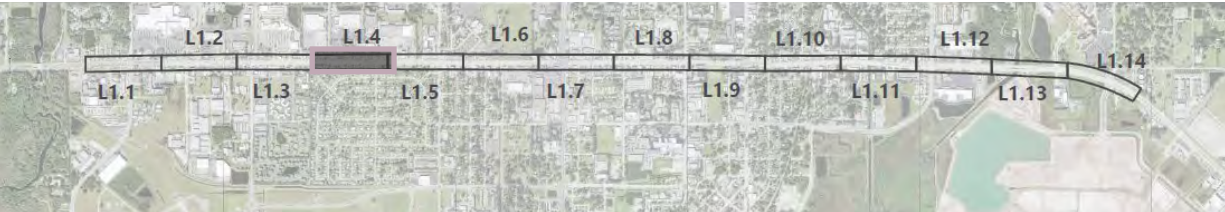
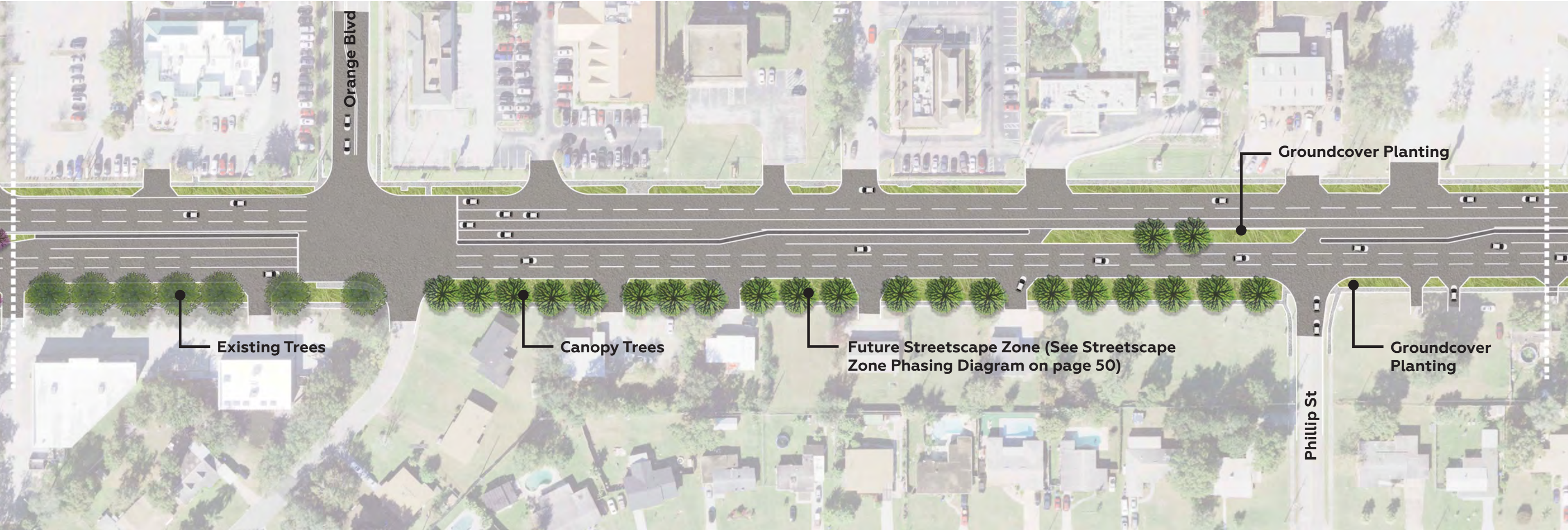
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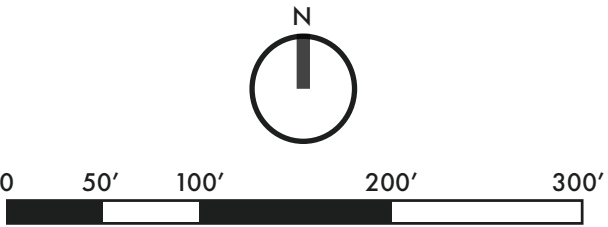
-  Canopy Tree
-  Ornamental Tree
-  Groundcover Planting



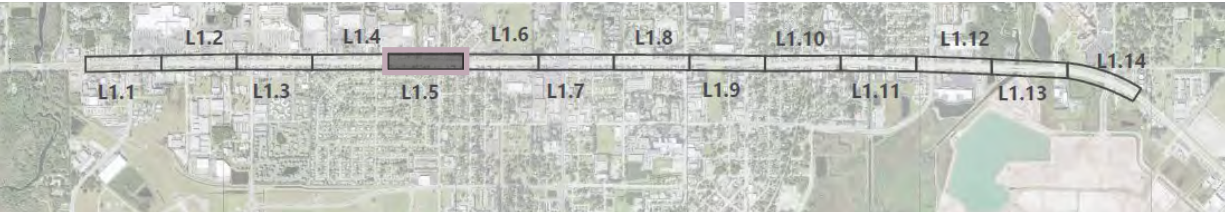
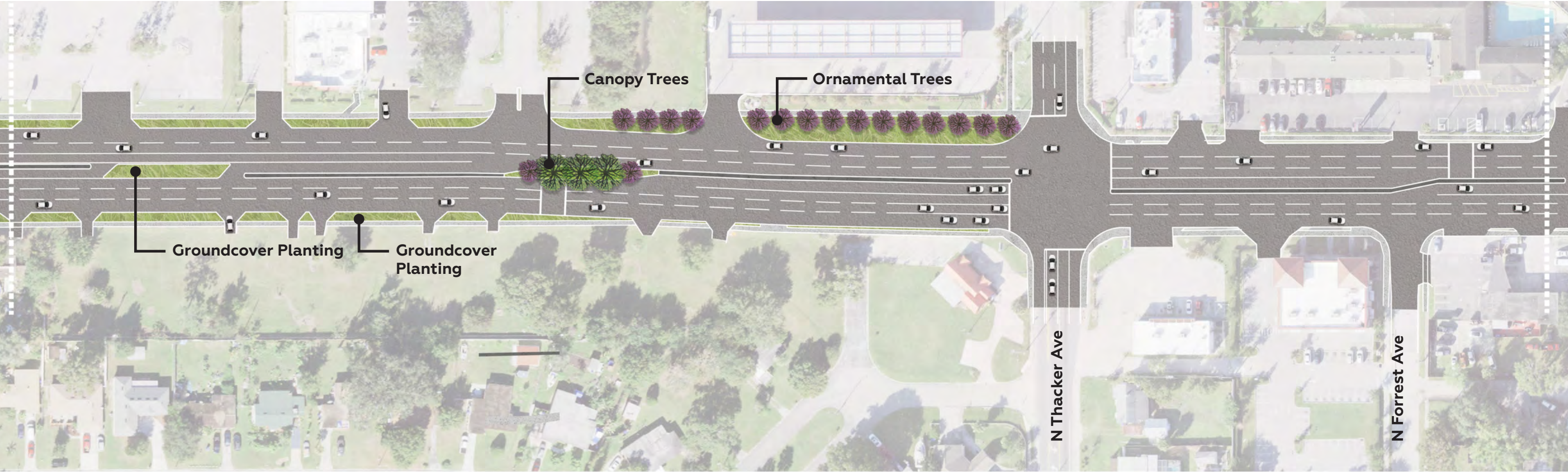
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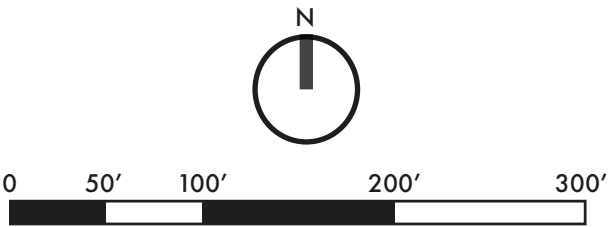
-  Existing Tree
-  Canopy Tree
-  Groundcover Planting



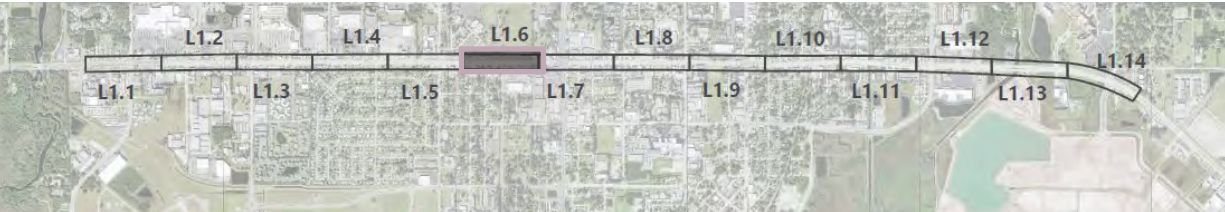
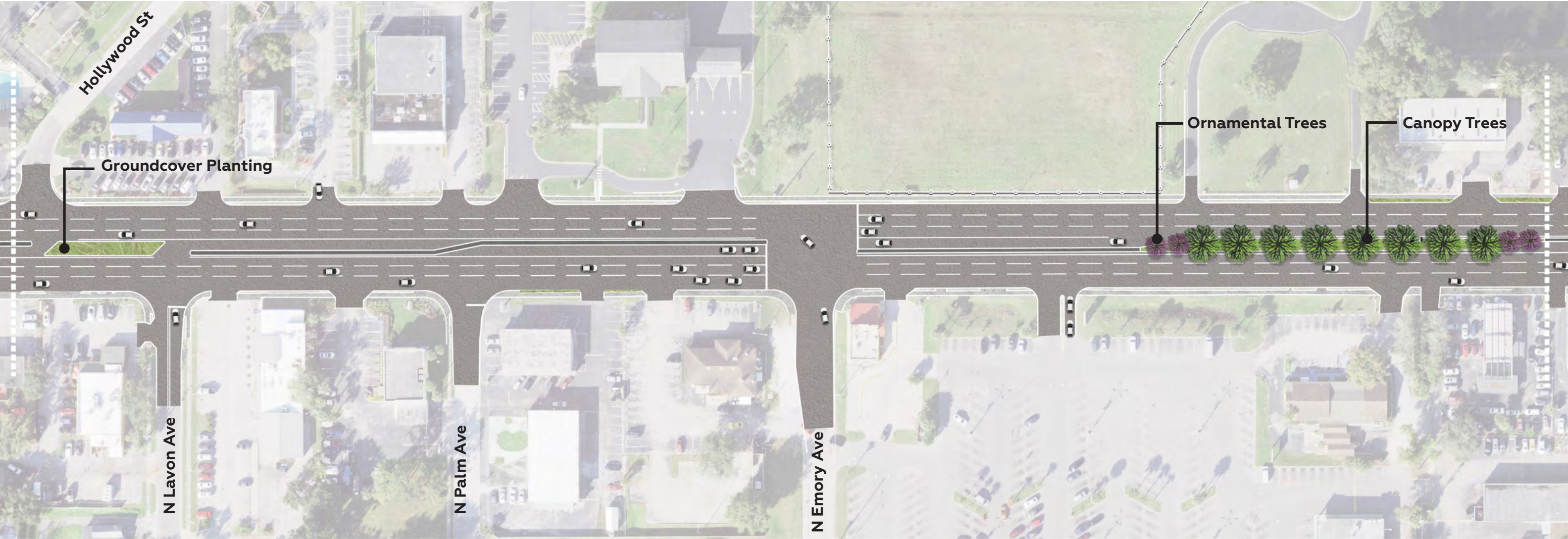
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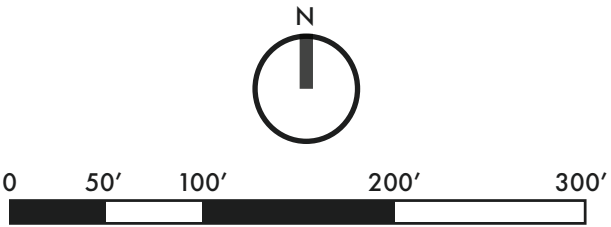
-  **Canopy Tree**
-  **Ornamental Tree**
-  **Groundcover Planting**



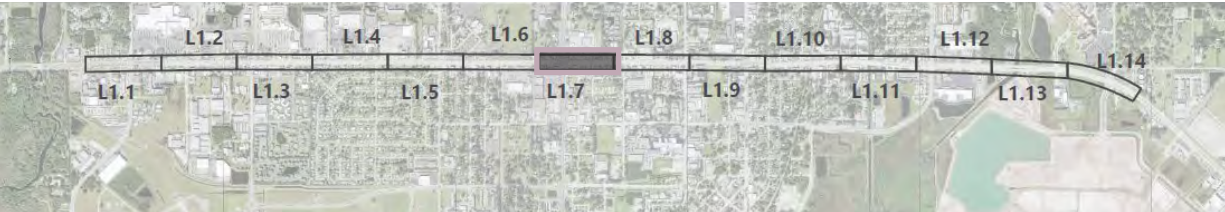
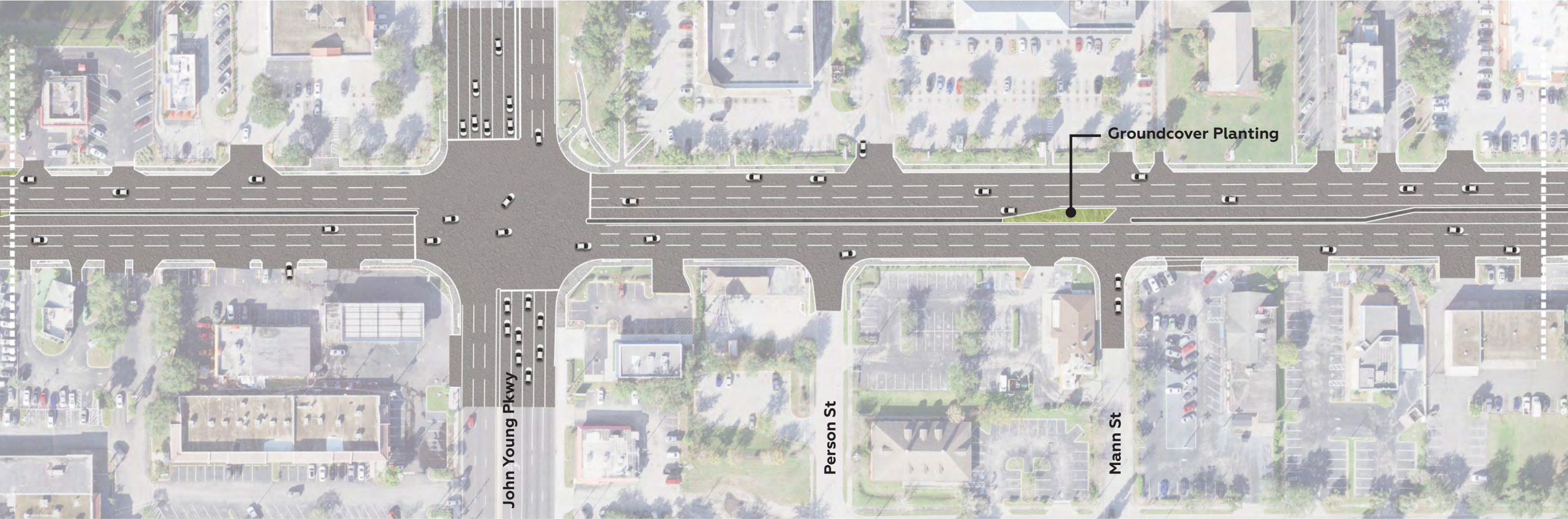
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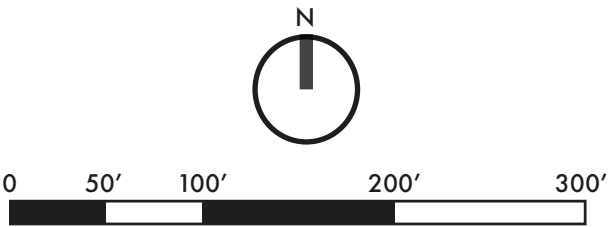
-  Canopy Tree
-  Ornamental Tree
-  Groundcover Planting



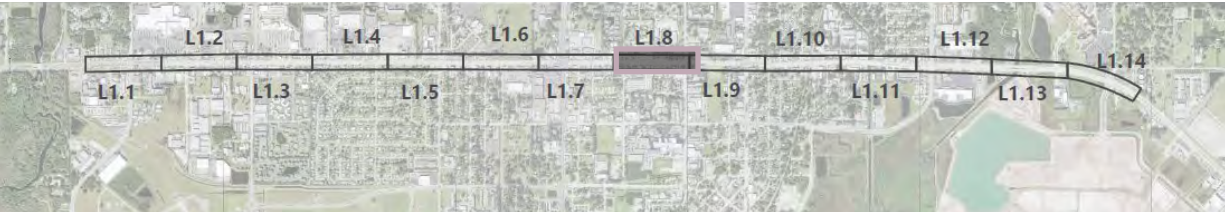
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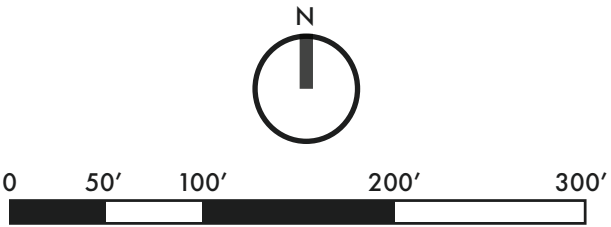
 Groundcover Planting



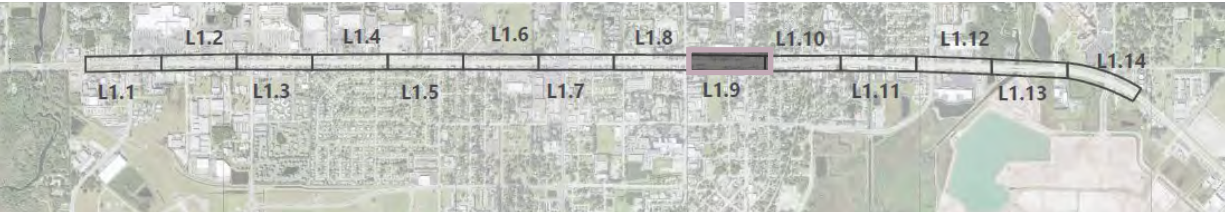
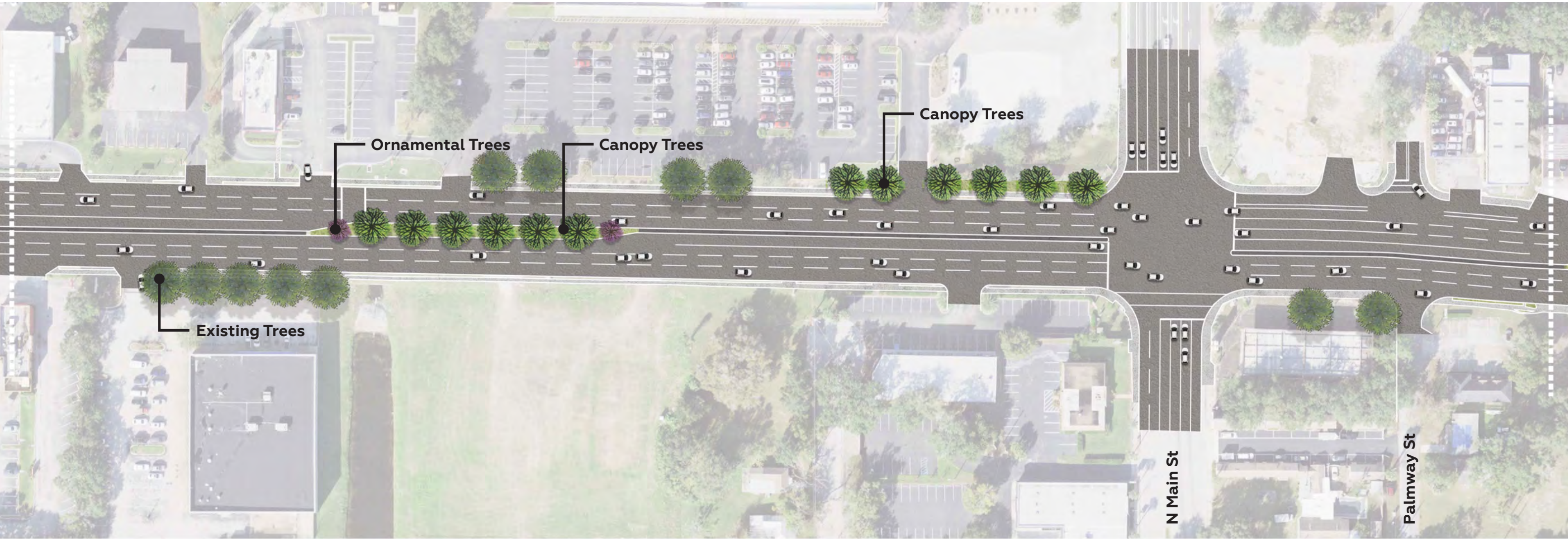
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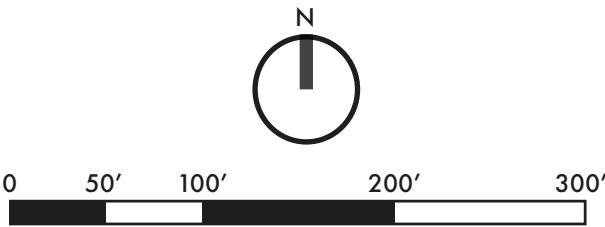
-  Existing Tree
-  Canopy Tree
-  Ornamental Tree
-  Groundcover Planting



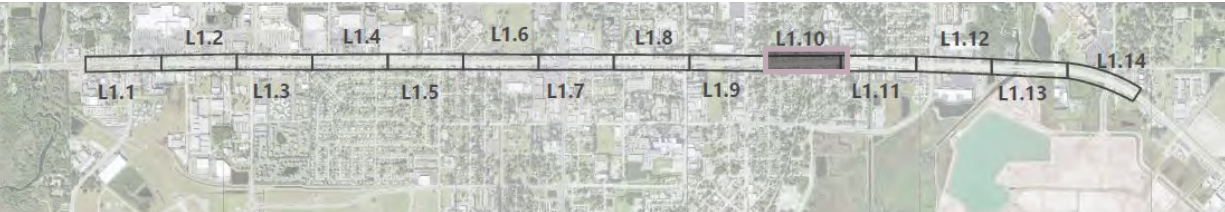
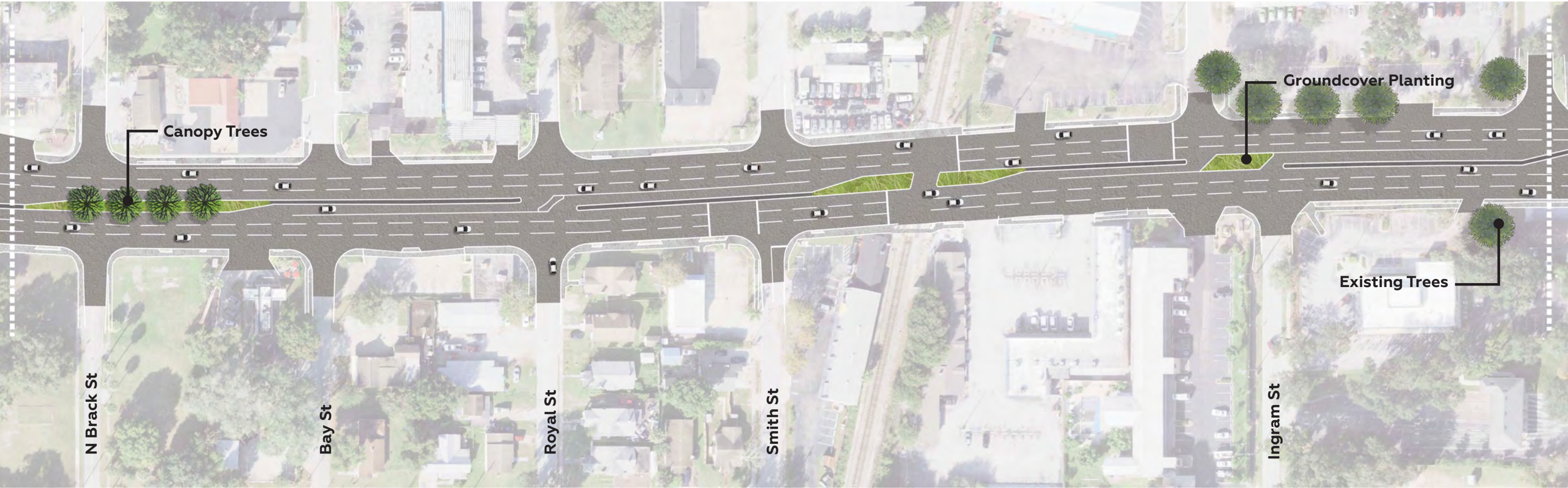
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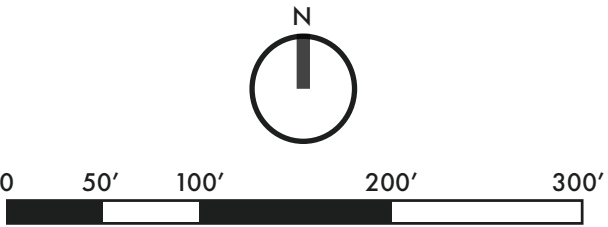
-  Existing Tree
-  Canopy Tree
-  Ornamental Tree
-  Groundcover Planting



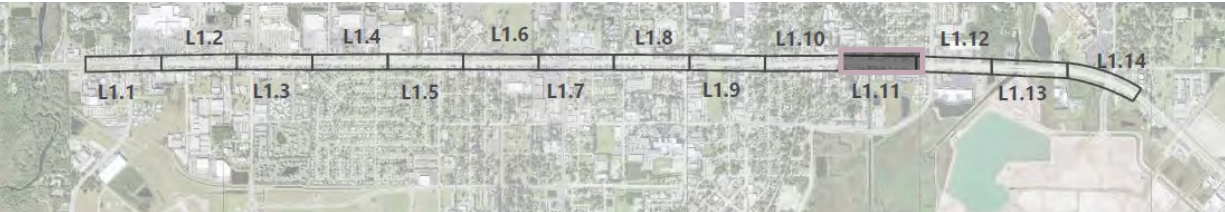
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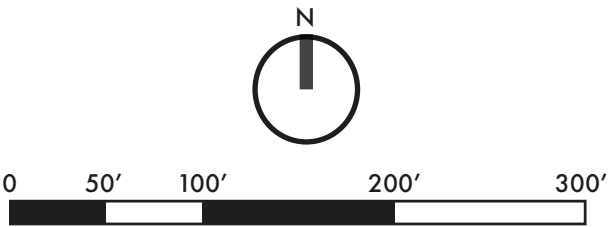
-  Existing Tree
-  Canopy Tree
-  Groundcover Planting



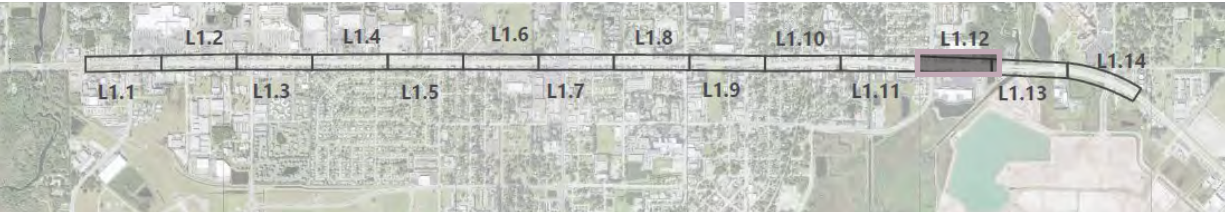
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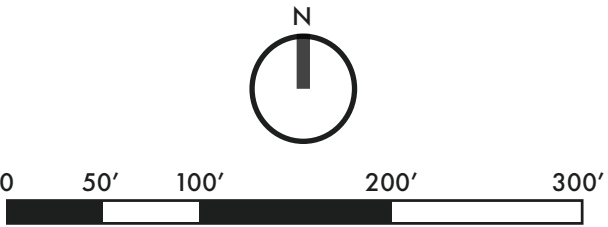
-  Ornamental Tree
-  Groundcover Planting
-  Rain garden



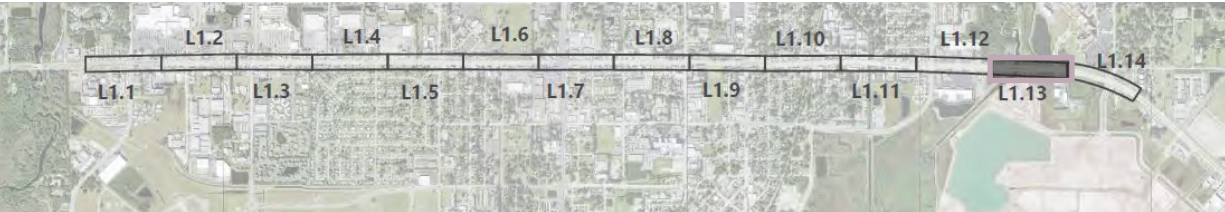
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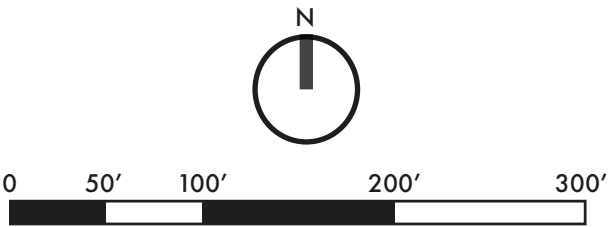
-  Existing Tree
-  Ornamental Tree
-  Groundcover Planting



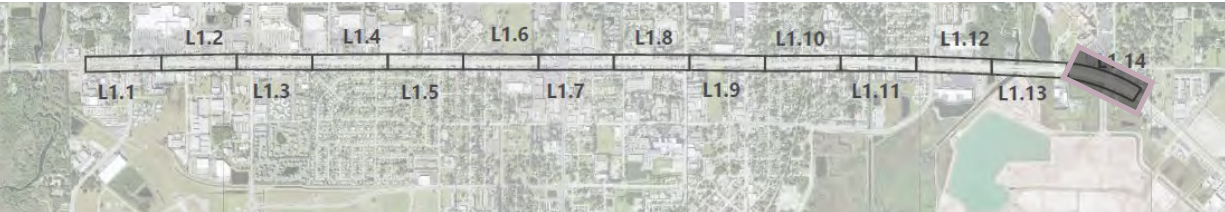
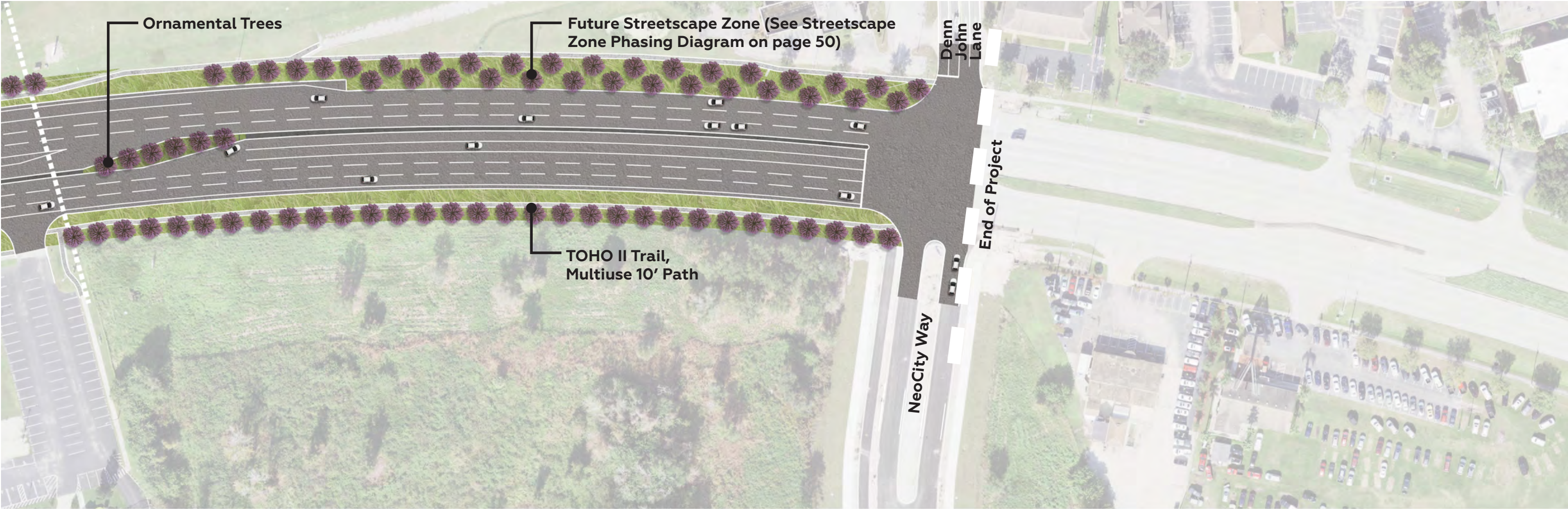
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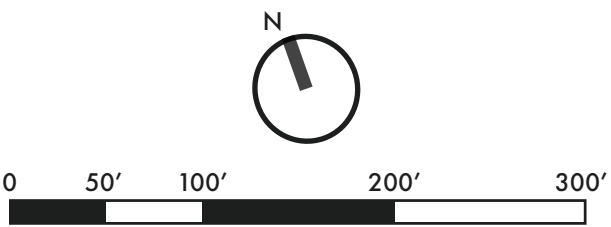
-  Ornamental Tree
-  Groundcover Planting



PLAN RENDERING (L1.14)



-  Ornamental Tree
-  Groundcover Planting



PLANT PALETTE

Planting design decisions should be made based on several factors including functionality, hardiness and adaptability, budget, availability, ecological benefits and aesthetic considerations.

SPATIAL DEFINITION

Successful planting design plays a critical role in defining outdoor spaces. The arrangement of plants can significantly influence one’s perspective and comfort in a specific space. For example, placing canopy trees along a major pedestrian walkway can help create shade and a micro-climate which in turn, increase the level of comfort for its pedestrians. Trees and shrubs should be treated as spatial and visual defining elements early in the design process. Plantings should not be viewed as solely external decoration of buildings or as an afterthought to fill up spaces. Instead, they should be used to define scale, character, color and sensory experiences within the campus.

DIVERSITY AND UNITY

Overall, diversity of plant material is encouraged for ecological and visual interests. However, diversity should be studied carefully to not compromise the overall scale, style and character of the corridor. It is recommended that street tree species be placed in groupings to maintain a cohesive look throughout the corridor.

PLANT PALETTE

The following plant list has been designed to provide water efficiency and to utilize a unified and dependable plant palette for the corridor. This list includes native and Florida friendly plants and should be arranged in groupings with similar cultural requirements of light, water and soil type. The approach to the landscape is not to limit the landscape architects creatively, but rather to provide a list of plants with a proven track record in the area.

In areas of challenging soil conditions (if soil is not well-draining), plant beds shall be treated and amended as follows:

- Excavate and remove 24” of existing site soil in all shrub bed areas
- Backfill all shrub bed areas with 24” of prepared planting soil:
 - 50% Native Soil, 25% FDOT Sand, 25% Compost

High Opportunity Areas: Canopy Trees

Median Canopy Trees



Red Maple
Acer rubrum
Native + Florida Friendly



Little Gem Magnolia
Magnolia grandiflora ‘Little Gem’
Native + Florida Friendly



Winged Elm
Ulmus alata
Native + Florida Friendly



High Rise Live Oak
Quercus virginiana Highrise
Native + Florida Friendly

Adjacent to Roadway Canopy Trees

We recommend that Little Gem Magnolia and Red Maple are utilized in the center median areas and that Live Oak and Winged Elm are utilized adjacent to the roadway. Trees should be placed in groups of 3 or 5 where possible to maintain a cohesive character.

The High Opportunity Medians vary in width from 12-16’ with an average width of 14’. We recommend planting more columnar trees in these medians to reduce the potential the tree canopy to interfere with the traffic along Vine Street.

PLANT PALETTE

Medium Opportunity Areas: Understory Trees (4" Caliper or Less)



Pineapple Guava
Acca sellowiana
Florida Friendly



Japanese Blueberry Tree
Elaeocarpus decipiens
Florida Friendly



Italian Cypress
Cupressus sempervirens
Florida Friendly



Dahoon Holly
Ilex 'Nellie Stevens'
Florida Friendly



Crepe Myrtle
Lagerstroemia indica
Florida Friendly



Japanese Privet
Ligustrum japonicum
Native + Florida Friendly

We recommend that Japanese Blueberry and Dahoon Holly with a minimum 4' clear trunk (CT) be utilized adjacent to sidewalk areas. In wider spaces of within the center medians, other trees species can be utilized. Trees should be placed in groups of 3 or 5 where possible to maintain a cohesive character.

Shrubs + Perennials (Over 24")



Pineapple Guava
Acca sellowiana 'Bambina'
Florida Friendly



Thyrallis
Galphimia glauca
Native + Florida Friendly



Plum Loropetalum
Loropetalum chinense 'Plum'
Florida Friendly



Cape Plumbago
Plumbago auriculata 'Royal Cape'
Florida Friendly



Podocarpus
Podocarpus macrophylla
Florida Friendly



Walter's Viburnum
Viburnum obovatum
Native + Florida Friendly



Indian Hawthorn
Raphiolepis indica
Florida Friendly



Firecracker Plant
Russelia equisetiformis
Florida Friendly



Saw Palmetto
Seroa repens
Native + Florida Friendly



Golden Dewdrops
Duranta erecta
Florida Friendly



Dwarf Oleander
Nerium oleander 'Dwarf Pink Ice'
Florida Friendly

PLANT PALETTE

Sight Triangle Areas: Shrubs + Perennials (18-24")



Dune Sunflower
Helianthus debilis
Native + Florida Friendly



Dwarf Firebush
Hamelia patens 'Compacta'
Native + Florida Friendly



Society Garlic
Tulbaghia violacea
Florida Friendly



Foxtail Fern
Asparagus densiflorus 'Meyeri'
Florida Friendly



Dwarf Yaupon
Ilex vomitoria 'Nana'
Native + Florida Friendly



Parsoni Juniper
Juniperus chinensis 'Parsonii'
Florida Friendly

Low Opportunity Areas: Groundcovers (Under 18")



Perennial Peanut
Arachis glabrata
Florida Friendly



Little Becca Flax Lily
Dianella caerulea 'Little Becca'
Native + Florida Friendly



Brazilian Dwarf Morning Glory
Evolvulus glomeratus 'Blue Daze'
Florida Friendly



Flax Lily
Dianella tasmanica
Native + Florida Friendly



Blue Pacific Juniper
Juniperus conferta 'Blue Pacific'
Florida Friendly



Mondo Grass
Ophiopogon japonicus
Florida Friendly



Minima Jasmine
Trachelospermum asiaticum 'Minima'
Florida Friendly



Bahia Sod
Paspalum notatum
Florida Friendly

PLANT PALETTE

Rain Garden



Autumn Gold Bald Cypress
Taxodium distichum
Native + Florida Friendly



Pond Cypress
Taxodium ascendens
Native + Florida Friendly



River Birch 'Dura Heat'
Betula nigra 'BNMTF'
Florida Friendly



Pink Muhly
Muhlenbergia capillaris
Native + Florida Friendly



Sand Cord Grass
Spartina bakeri
Native + Florida Friendly



Dwarf Fakahatchee
Tripsacum floridanum
Native + Florida Friendly



Agapanthus
Agapanthus
Florida Friendly



Butterfly Milkweed
Asclepias tuberosa
Native and Florida Friendly



Black Eyed Susan
Rudbeckia hirta
Native + Florida Friendly



Canna Lily
Canna Canna generalis 'Yellow'
Native + Florida Friendly



Spider Lily
Hemerocallis 'White Spider'
Florida Friendly



Sensitive Plant
Mimosa strigillosa
Native + Florida Friendly

Intersection Treatments



Sylvester Date Palm
Phoenix sylvestris
Florida Friendly



Ribbon Palm
Livistona decipiens
Native + Florida Friendly



Century Plant
Agave americana
Native and Florida Friendly



Coontie
Zamia pumila
Native + Florida Friendly



Liriope
Liriope Muscari 'Emerald Goddess'
Florida Friendly

Existing Conditions

Vine Street at Nebraska Ave.

A high priority item that came out of the Design Workshop was an interest in transforming existing grass swales along the corridor into rain gardens / bioswales and utilizing these areas to provide green infrastructure opportunities. These elements would capture stormwater runoff and reduce the amount of pollutants as suspended solids going into the stormwater system and entering lakes and stormwater ponds at outfall areas. Oftentimes, FDEP (Florida Department of Environmental Protection) and State Stormwater Management Districts will authorize funding for these types of features to be implemented. In the case of the City of Kissimmee, the South Florida Water Management district would be the jurisdiction to evaluate potential funding opportunities for this project.

This rain garden opportunity occurs on the south side of the corridor near Kevstin Drive and is approximately 830 linear feet.



Existing Condition



Location

Rain Garden Opportunity
*Vine Street at
Nebraska Ave.*

This perspective rendering shows the proposed rain garden that could be implemented in this area and includes a variety of native plantings, a linear aggregate strip along the bottom of the rain garden as well as native trees and placed boulders that could occur in this area as well. The resulting design not only greatly enhances the aesthetics along the corridor but also promotes sustainable design by greatly improving water quality.



Location

VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity

Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing street trees and other landscape opportunities as part of redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20' Streetscape Zone as well as a 10' minimum building setback. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.



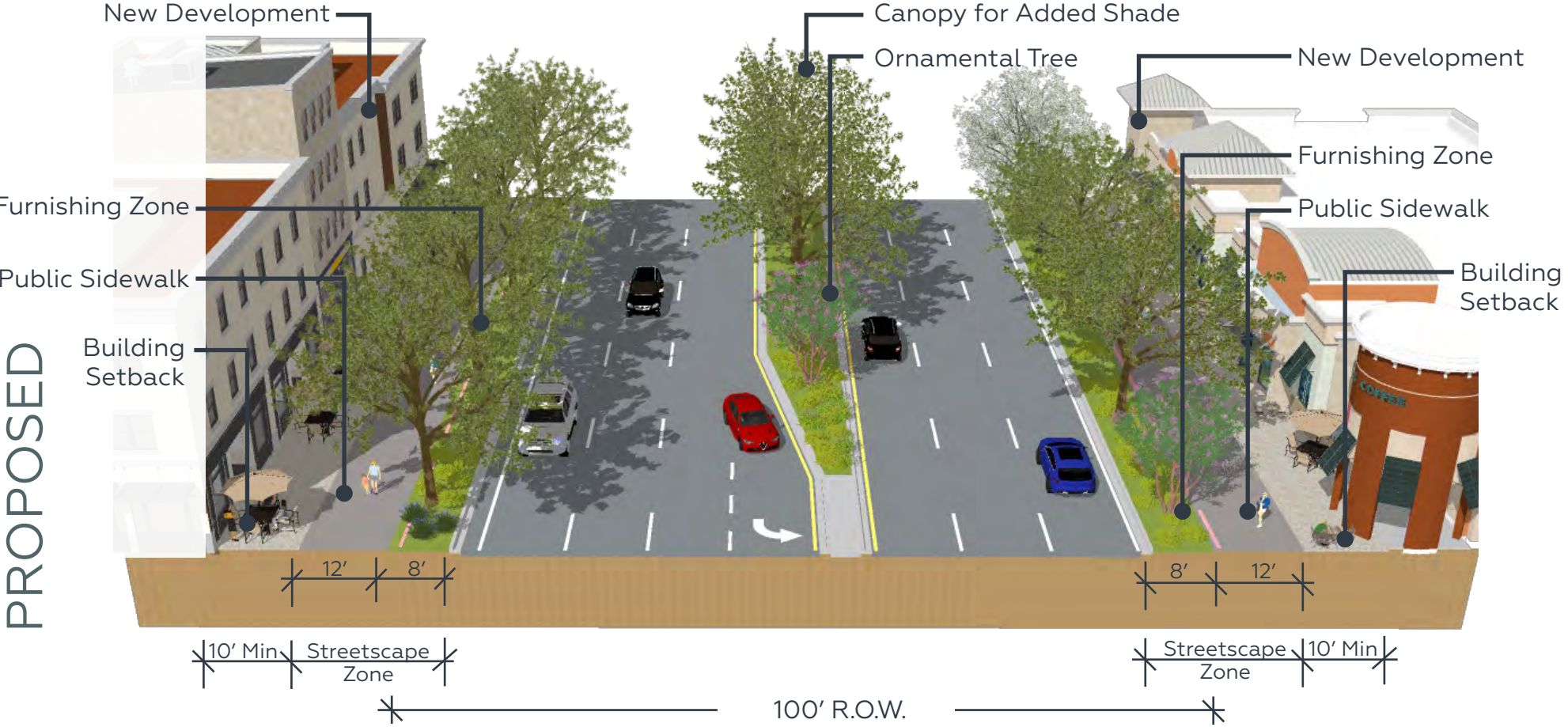
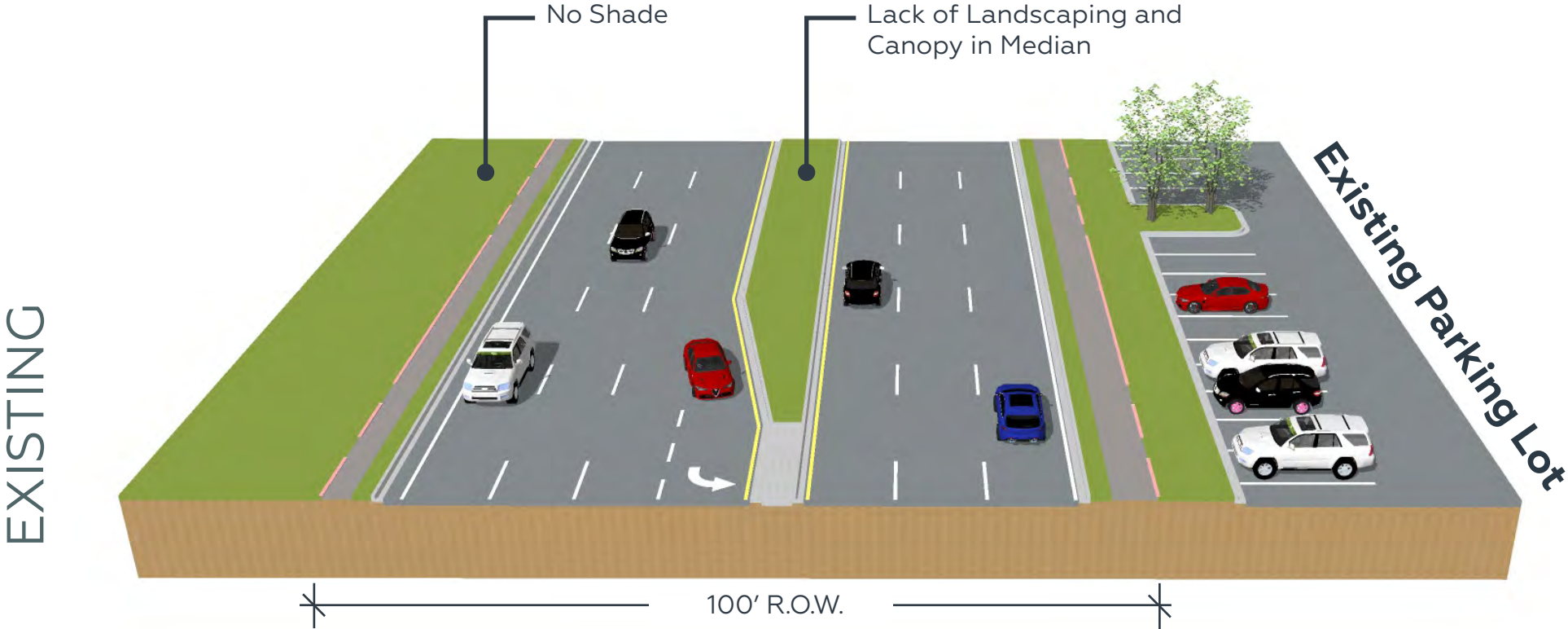
Storefronts



Planted Median



Location



VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity: Urban Furnishings

Vine Street at Main Street

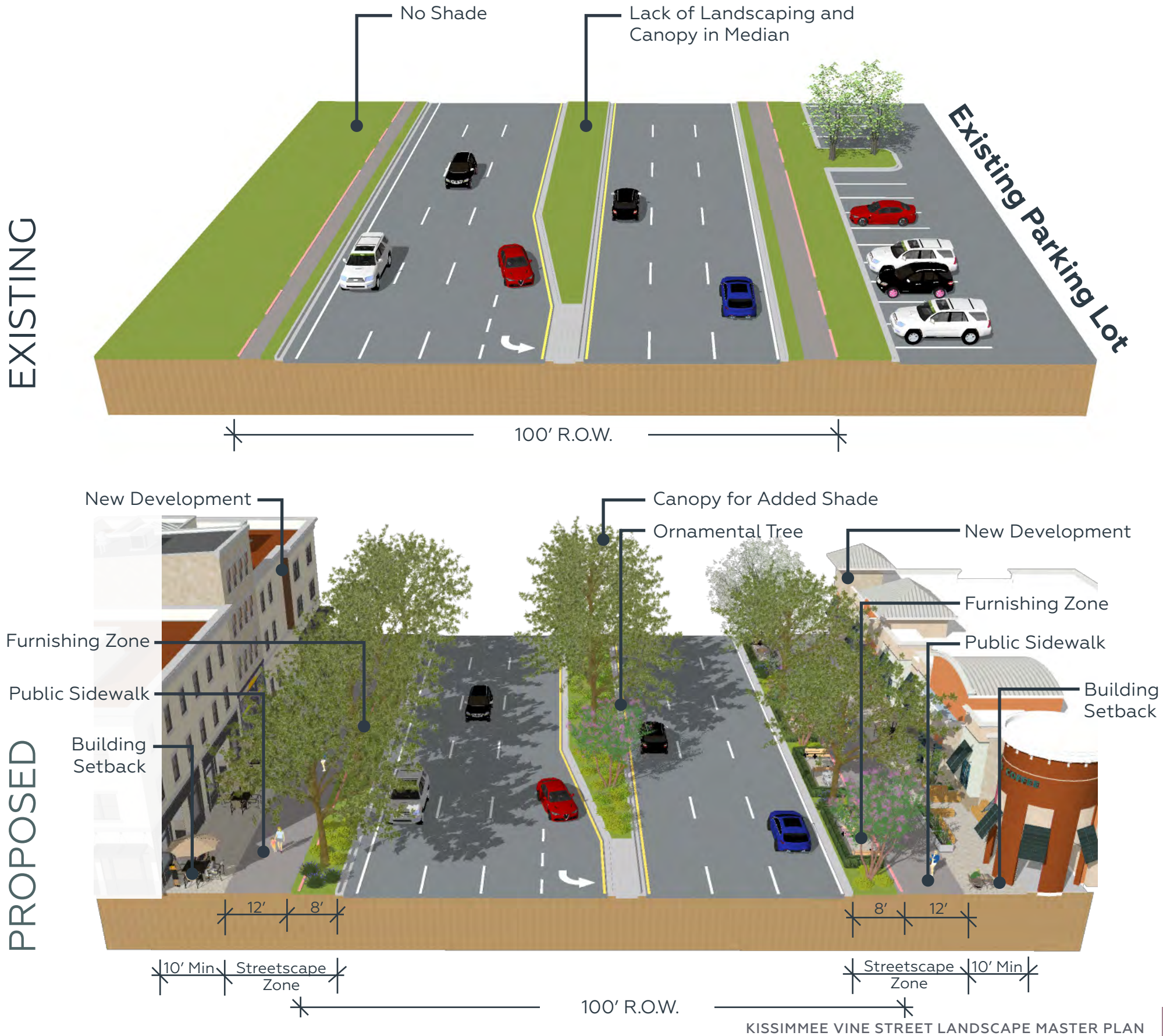
This option shows a more urban character which includes furnishing zones that occur in between the street tree placements.



Streetscape



Location



VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity

Vine Street at Main Street

Existing conditions show the typical development along the corridor with narrow sidewalks near or adjacent to the roadway as well as an overall lack of street trees. Parking lots are typically adjacent to the ROW with the buildings located behind the parking lots.



Existing Condition



Location

VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity

Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing street trees and other landscape opportunities as part of redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20' Streetscape Zone as well as a 10' minimum building setback. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment. This option shows a more urban character which includes furnishing zones that occur in between the street tree placements.

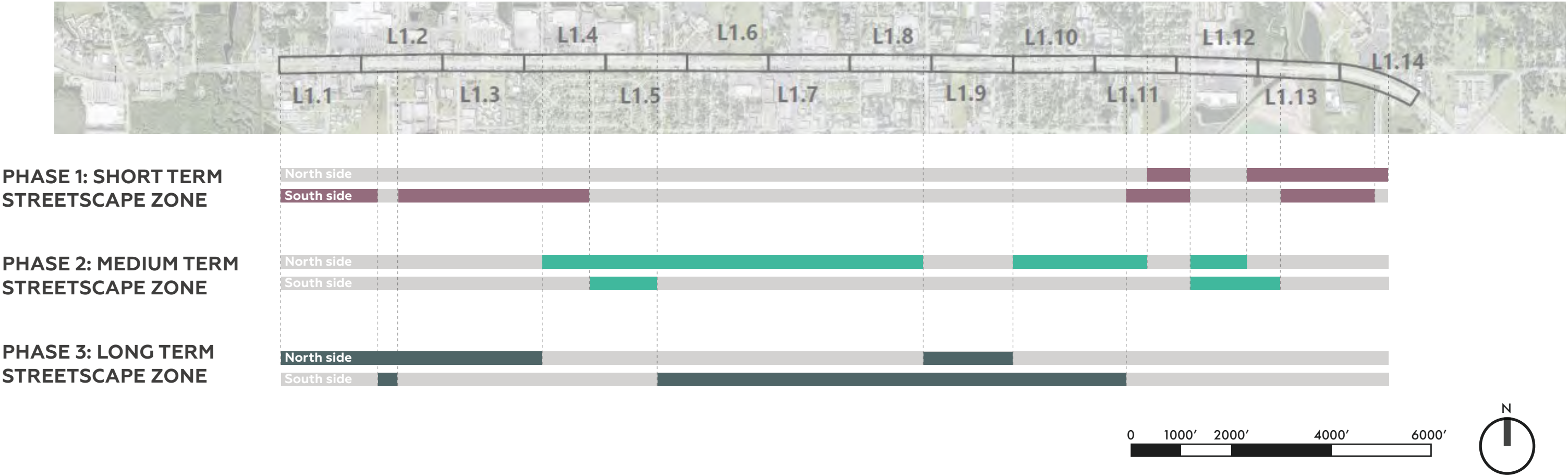
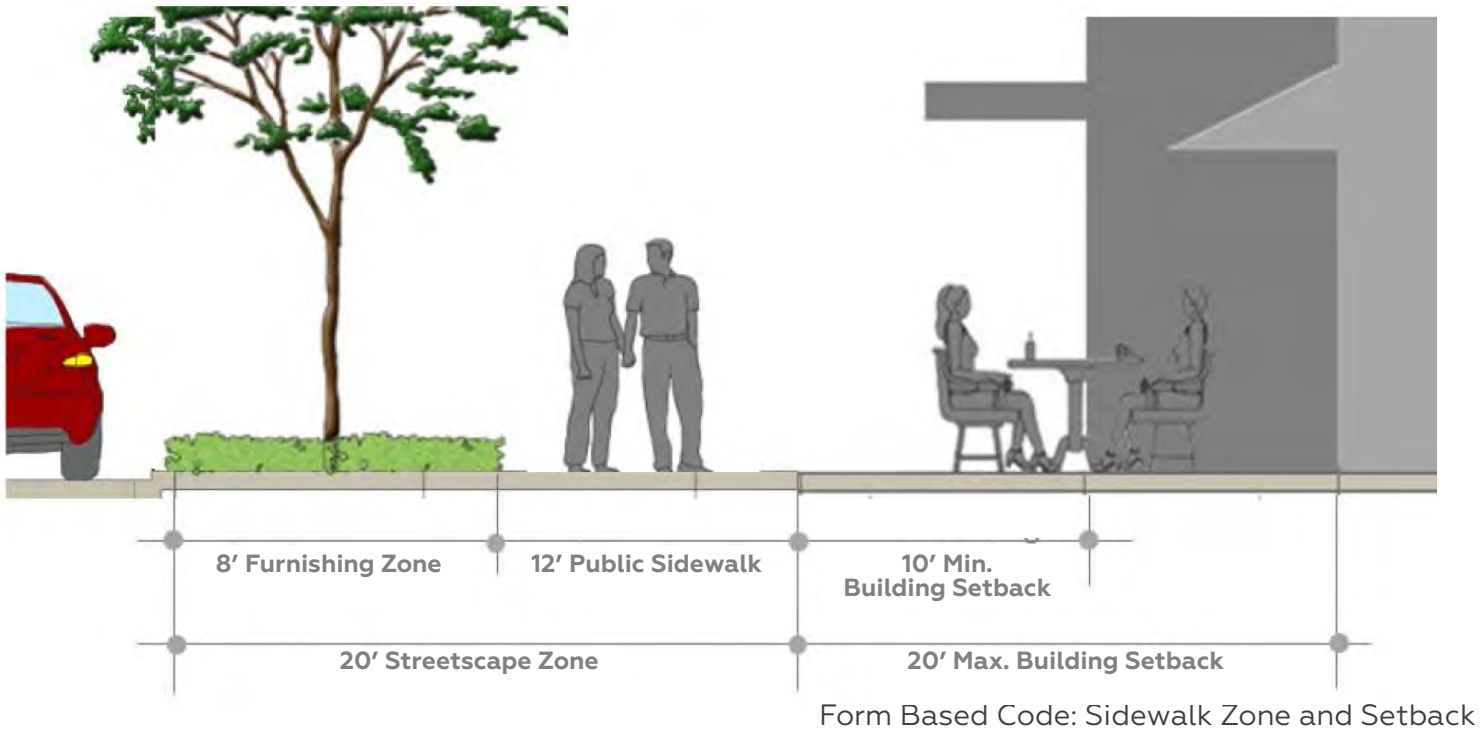


Location

Streetscape Zone Phasing Diagram

Based on input from City staff, S&ME has developed phasing priorities for implementation of the Streetscape Zone outlined in the Form Based Code. Refer to page 19 for Form Based Code summary and pages 46-49 for Redevelopment visioning graphics.

- **Phase 1: Short Term Streetscape Zone** shows areas where there are currently 20' or more of Right of Way off of the back of curb. In these locations, there is enough room to construct the Streetscape Zone within the current Right of Way.
- **Phase 2: Medium Term Streetscape Zone** displays potential streetscape zones as identified by City staff. In these locations, there is less than 20' within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones.
- **Phase 3: Long Term Streetscape Zone** has less than 20' within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones. These areas will construct the streetscape zone when they redevelop as outlined in the Form Based Code.



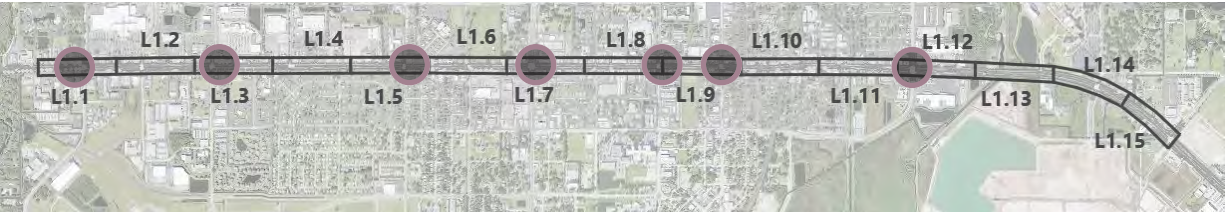
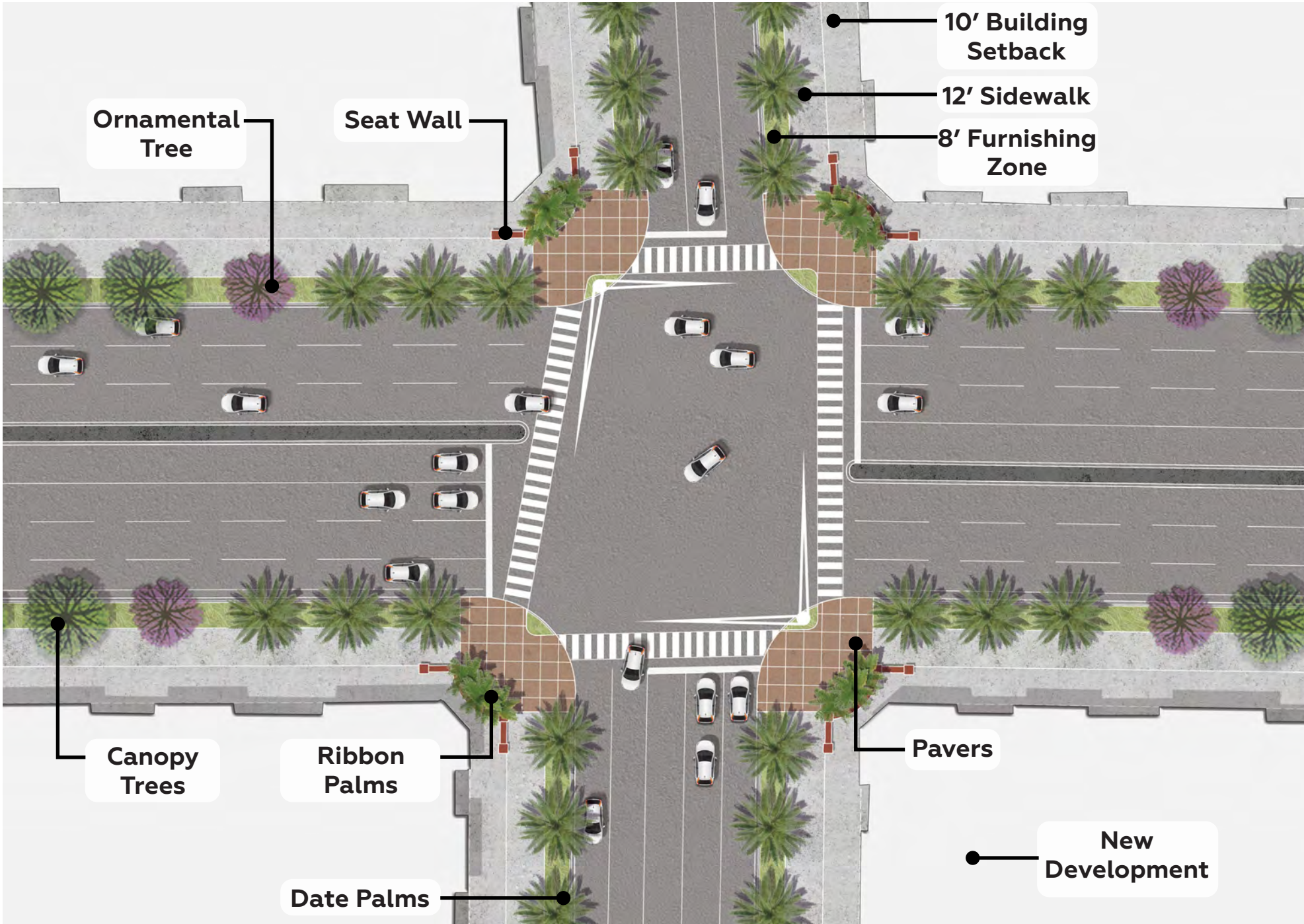
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Typical Intersection Treatment

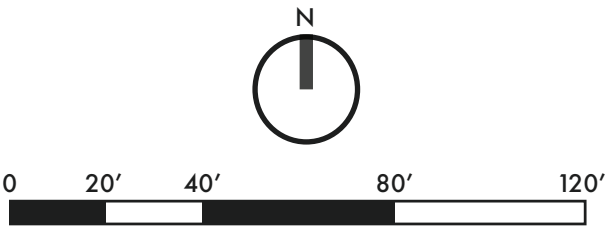
Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing intersection treatments as part of future redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20' Streetscape Zone along Vine Street and an enlarged Streetscape Zone along several intersection streets as well. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.

Proposed intersection treatments include date palms, a low wall with columns, planter pots and could include paver treatments at each of the corners of the intersection as well. These treatments serve to enhance pedestrian comfort and safety and also improve the overall aesthetic of the corridor.



Intersection Treatment Location



TYPICAL INTERSECTION TREATMENT



A decorative background featuring a repeating pattern of stylized teal leaves and branches on a light cream-colored surface. The pattern is dense and covers the entire page.

CONCLUSION

Overall Cost Estimates	55
Phasing Cost Estimates	56

COST ESTIMATE

Overall Cost Estimates

As part of the master plan effort, we have developed cost estimates for all improvements along the entire corridor which include all landscape costs but do not include irrigation design or installation. Also built into the cost estimates are 10% in ‘Soft Cost’ which includes survey, design fees and permitting. Contractor general conditions and markups are included at 10% and we have allocated 20% for project contingency.

Item	Units	Unit Cost	Quantity	Total Cost
A. Site Work & Hardscape				
Demolition of Existing Concrete	SF	\$6.00	16,237	\$97,422.00
Subtotal				\$97,422.00
B. Landscaping				
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	\$600.00	191	\$114,600.00
Shrubs and Perennials (Over 24")	SF	\$2.00	50,329	\$100,658.00
Medium Opportunity Zones				
Understory/Ornamental Trees (2" Caliper)	EA	\$400.00	454	\$181,600.00
Shrubs and Perennials (18"-24")	SF	\$2.00	160,751	\$321,502.00
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	\$2.00	149,044	\$298,088.00
Rain Gardens				
Rain Garden (Excluding Trees; Including shrubs/ grasses, gravel/aggregate, and storm drainage/ overflow)	SF	\$6.00	167,282	\$1,003,692.00
Other				
Mulch	SF	\$0.50	527,406	\$263,703.00
Planting Soil (24" Depth for Existing Concrete Area)	CY	\$40.00	1,203	\$48,109.63
Planting Soil (3" Depth for Existing Planting Area)	CY	\$40.00	4,872	\$194,890.10
Subtotal				\$2,526,842.73
Combined Subtotal				
Estimated Construction Costs				\$2,624,264.73
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		\$393,639.71
Contractor General Condition and Markups		12%		\$314,911.77
Contingencies		20%		\$524,852.95
Total Construction Costs				\$3,857,669.15

Funding Opportunities

Funding opportunities for landscape have been identified through the Florida Department of Transportation (FDOT) District 5. They have two different grant programs that can be utilized to provide funding for this type of project. One is LAP (Local Agency Program) and the other is JPA (Joint Participation Agreement). In coordination with District 5, there is available and future funding for landscape improvements for this project. Other funding opportunities include FDEP (Florida Department of Environmental Protection) and the South Florida Water Management District who could provide funding for the rain garden elements as they address and improve stormwater quality

COST ESTIMATE

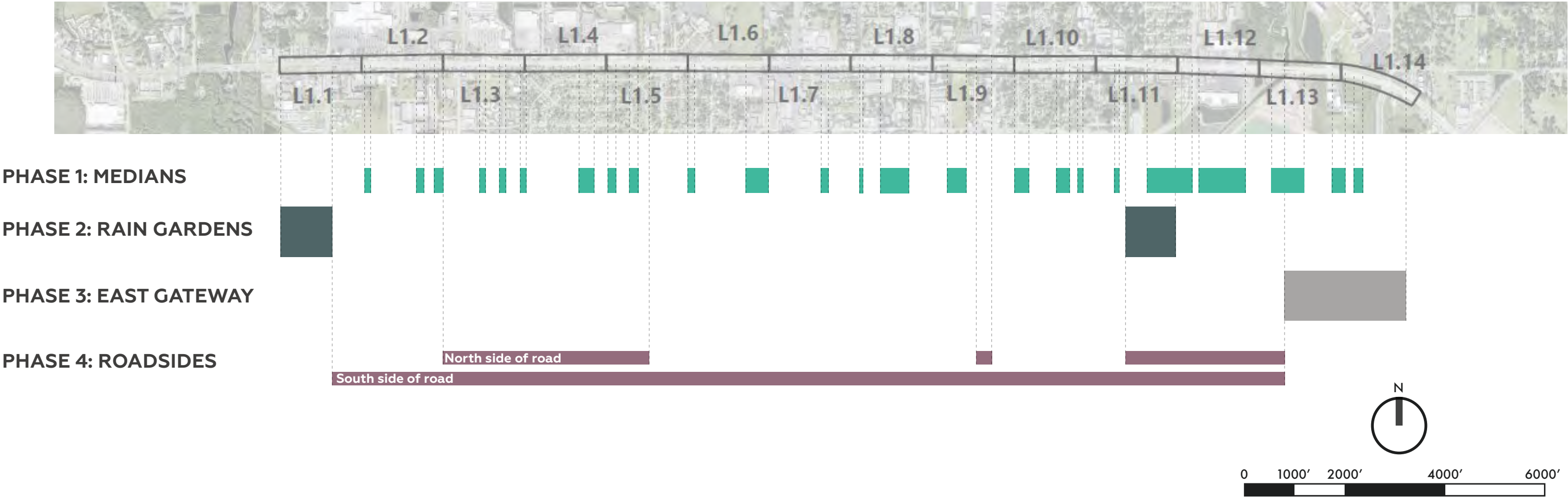
Phasing

Based on the overall cost estimate and input from City staff, S&ME has developed Phasing priorities for implementation of the Landscape Master Plan.

- Phase 1 includes the center medians throughout the corridor
- Phase 2 includes the proposed rain garden improvements in areas of existing grass swales
- Phase 3 includes the East Gateway treatment
- Phase 4 includes all Roadside areas – areas that are to the north or south of Vine Street within the existing right-of-way (ROW)

These phases provide a framework for the implementation of the Master Plan over time but phases can be further divided or pieced together as funding becomes available and as priorities for the City change over time. The center medians were included as a first phases as they are the most straight-forward to be able to implement immediately with little to no impacts to future redevelopment along the corridor.

Other areas (Phases 2, 3 and 4) which occur adjacent to the corridor will be impacted more directly by future redevelopment, especially as it relates to the City’s form-based code. It may be worthwhile for the City to utilize and build upon this Landscape Master Plan to develop Streetscape Design Guidelines which can better direct redevelopment along the corridor to match the City’s long-term vision.



COST ESTIMATE

Phasing Cost Estimate

The below cost estimates indicate cost for the proposed phases and include all landscape costs but do not include irrigation design or installation. Also built into the cost estimates for the individual phases are 10% in ‘Soft Cost’ which includes survey, design fees and permitting. Contractor general conditions and markups are included at 10% and we have allocated 20% for project contingency.

Vine Street - Cost Estimate					
	Item	Units	Unit Cost	Quantity	Total Cost
A. Phase 1: Medians					
Demolition					
	Demolition of Existing Concrete	SF	\$6.00	16,237	\$97,422.00
High Opportunity Zones					
	Canopy Trees (3" Caliper)	EA	\$600.00	38	\$22,800.00
	Shrubs and Perennials (Over 24")	SF	\$2.00	18,685	\$37,370.00
Medium Opportunity Zones					
	Understory/Ornamental Trees (2" Caliper)	EA	\$400.00	63	\$25,200.00
	Shrubs and Perennials (18"-24")	SF	\$2.00	20,681	\$41,362.00
Low Opportunity Zones					
	Shrubs and Perennials (Under 18")	SF	\$2.00	43,168	\$86,336.00
Other					
	Mulch	SF	\$0.50	82,534	\$41,267.00
	Planting Soil (24" Depth for Existing Concrete Area)	CY	\$40.00	1,203	\$48,109.63
	Planting Soil (3" Depth for Existing Planting Area)	CY	\$40.00	753	\$30,122.69
Phase 1 Subtotal					\$429,989.32
Combined Subtotal					
	Estimated Construction Costs				\$429,989.32
	Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		\$64,498.40
	Contractor General Condition and Markups		12%		\$51,598.72
	Contingencies		20%		\$85,997.86
Phase 1 Total Construction Costs					\$632,084.30
	Item	Units	Unit Cost	Quantity	Total Cost
B. Phase 2: Rain Gardens					
	Canopy Trees (3" Caliper)	EA	\$600.00	19	\$11,400.00
	Understory/Ornamental Trees (2" Caliper)	EA	\$400.00	22	\$8,800.00
	Rain Garden (Includes shrubs/grasses, gravel/ aggregate, and storm drainage/overflow)	SF	\$6.00	167,282	\$1,003,692.00
	Mulch	SF	\$0.50	167,282	\$83,641.00
	Planting Soil (3" Depth for Existing Planting Area)	CY	\$40.00	1,549	\$61,956.30
Phase 2 Subtotal					\$1,169,489.30
Combined Subtotal					
	Estimated Construction Costs				\$1,169,489.30
	Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		\$175,423.39
	Contractor General Condition and Markups		12%		\$140,338.72
	Contingencies		20%		\$233,897.86
Phase 2 Total Construction Costs					\$1,719,149.27

	Item	Units	Unit Cost	Quantity	Total Cost
C. Phase 3: East Gateway (From Mill Slough to East end of project)					
High Opportunity Zones					
	Canopy Trees (3" Caliper)	EA	\$600.00	0	\$0.00
	Shrubs and Perennials (Over 24")	SF	\$2.00	0	\$0.00
Medium Opportunity Zones					
	Understory/Ornamental Trees (2" Caliper)	EA	\$400.00	145	\$58,000.00
	Shrubs and Perennials (18"-24")	SF	\$2.00	73,229	\$146,458.00
Low Opportunity Zones					
	Shrubs and Perennials (Under 18")	SF	\$2.00	15,866	\$31,732.00
Other					
	Mulch	SF	\$0.50	89,095	\$44,547.50
	Planting Soil (3" Depth for Existing Planting Area)	CY	\$40.00	825	\$32,998.15
Phase 3 Subtotal					\$313,735.65
Combined Subtotal					
	Estimated Construction Costs				\$313,735.65
	Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		\$47,060.35
	Contractor General Condition and Markups		12%		\$37,648.28
	Contingencies		20%		\$62,747.13
Phase 3 Total Construction Costs					\$461,191.40
	Item	Units	Unit Cost	Quantity	Total Cost
D. Phase 4: Remaining Roadsides					
High Opportunity Zones					
	Canopy Trees (3" Caliper)	EA	\$600.00	134	\$80,400.00
	Shrubs and Perennials (Over 24")	SF	\$2.00	31,644	\$63,288.00
Medium Opportunity Zones					
	Understory/Ornamental Trees (2" Caliper)	EA	\$400.00	224	\$89,600.00
	Shrubs and Perennials (18"-24")	SF	\$2.00	66,841	\$133,682.00
Low Opportunity Zones					
	Shrubs and Perennials (Under 18")	SF	\$2.00	90,010	\$180,020.00
Other					
	Mulch	SF	\$0.50	188,495	\$94,247.50
	Planting Soil (3" Depth for Existing Planting Area)	CY	\$40.00	1,745	\$69,812.96
Phase 4 Subtotal					\$711,050.46
Combined Subtotal					
	Estimated Construction Costs				\$711,050.46
	Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		\$106,657.57
	Contractor General Condition and Markups		12%		\$85,326.06
	Contingencies		20%		\$142,210.09
Phase 4 Total Construction Costs					\$1,045,244.18
Total Construction Costs					\$3,857,669.15

A decorative background featuring a repeating pattern of stylized teal vines and leaves. The vines are thin and branch out, with small, oval-shaped leaves attached. The pattern is light and airy, covering the entire page.

APPENDIX

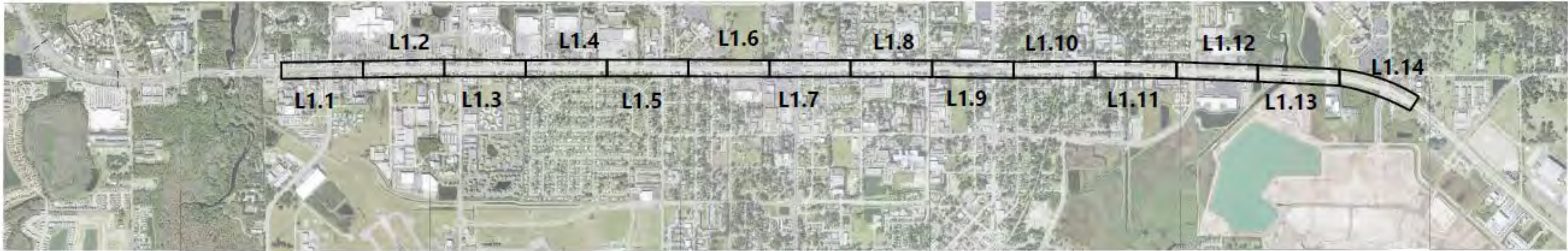
Opportunity Plans

59

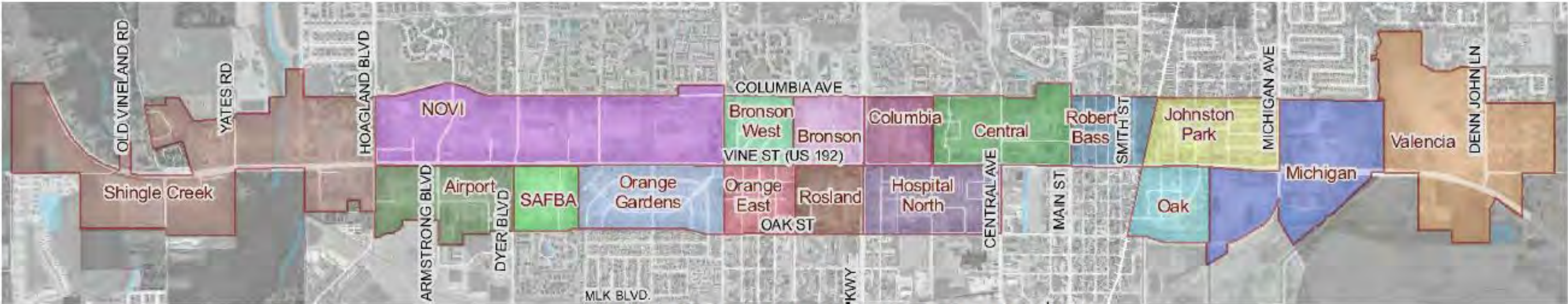
Existing Conditions Plans

74

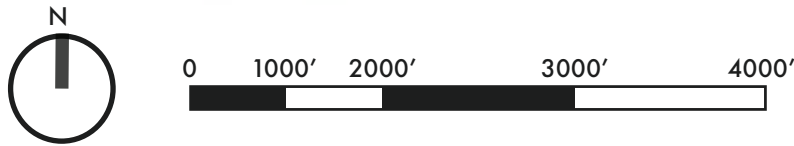
OPPORTUNITY PLANS



KEY MAP



VINE STREET CRA NEIGHBORHOODS AND HUBS



OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

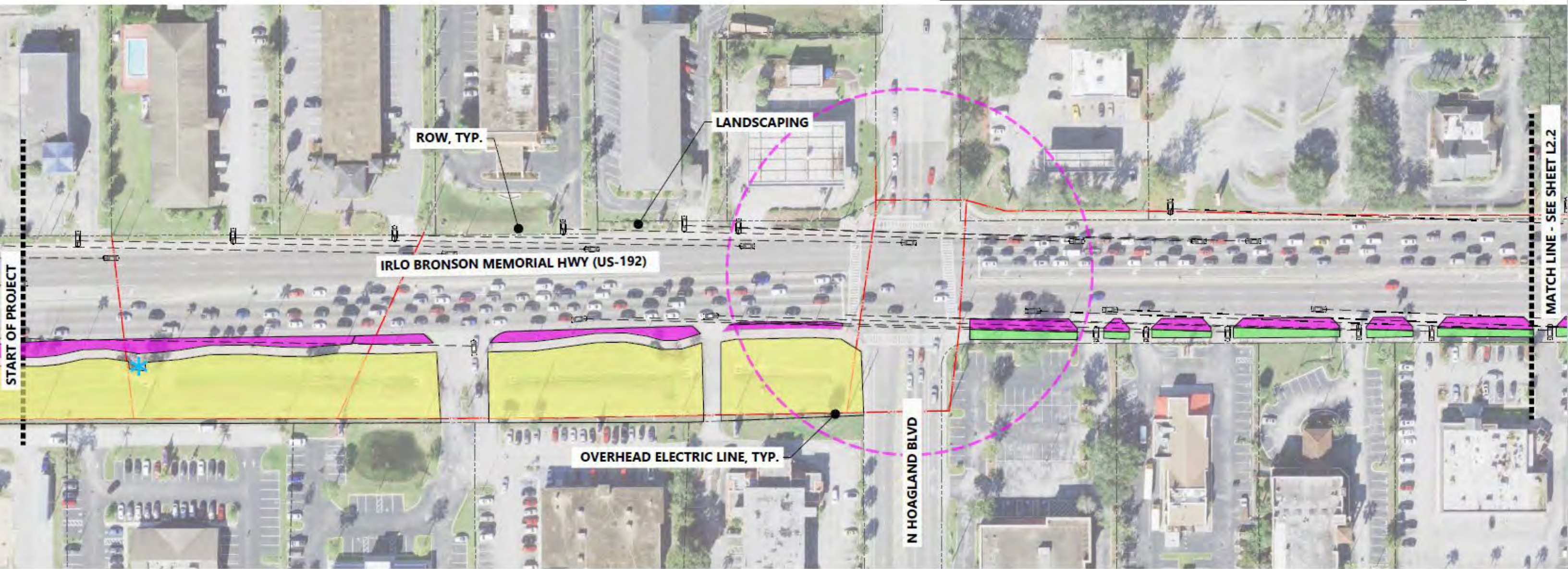
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MEDIUM OPPORTUNITY

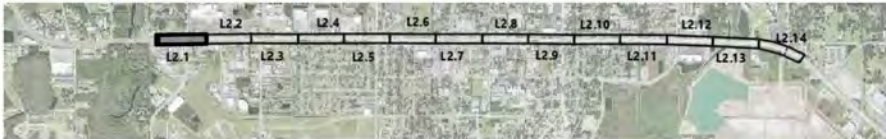
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BIOSWALE / RAIN GARDEN

GATEWAY



POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH



OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

ROW, TYP.

IRLO BRONSON MEMORIAL HWY (US-192)

OVERHEAD ELECTRIC LINE, TYP.

PLANTATION DR

DYER BLVD

MATCH LINE - SEE SHEET L2.2

MATCH LINE - SEE SHEET L2.4

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

62 KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

OVERHEAD ELECTRIC LINE, TYP.

ROW, TYP.

IRLO BRONSON MEMORIAL HWY (US-192)

ORANGE BLVD

PHILLIP ST

MATCH LINE - SEE SHEET L2.3

MATCH LINE - SEE SHEET L2.5

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

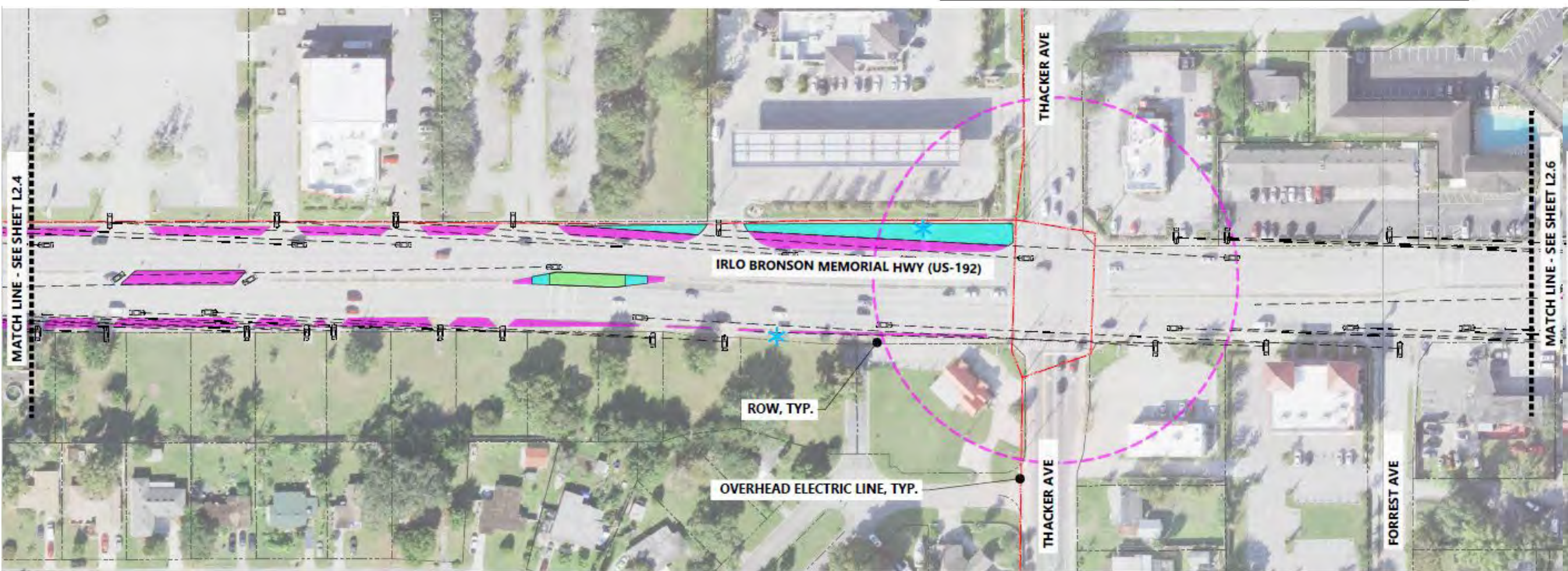
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MEDIUM OPPORTUNITY

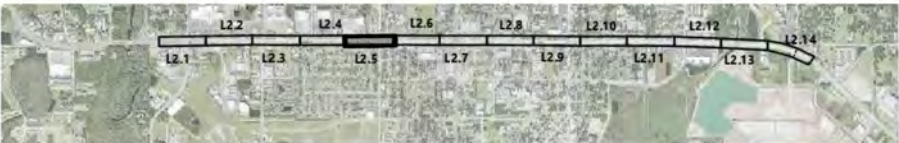
LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY



POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH



OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

MATCH LINE - SEE SHEET L2.5

HOLLYWOOD ST

IRLO BRONSON MEMORIAL HWY (US-192)

OVERHEAD ELECTRIC LINE, TYP.

ROW, TYP.

LAVON AVE

PALM AVE

EMORY AVE

MATCH LINE - SEE SHEET L2.7

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

66 KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

Page 648 of 751

OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH

68 KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

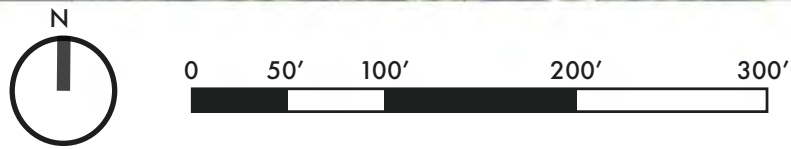
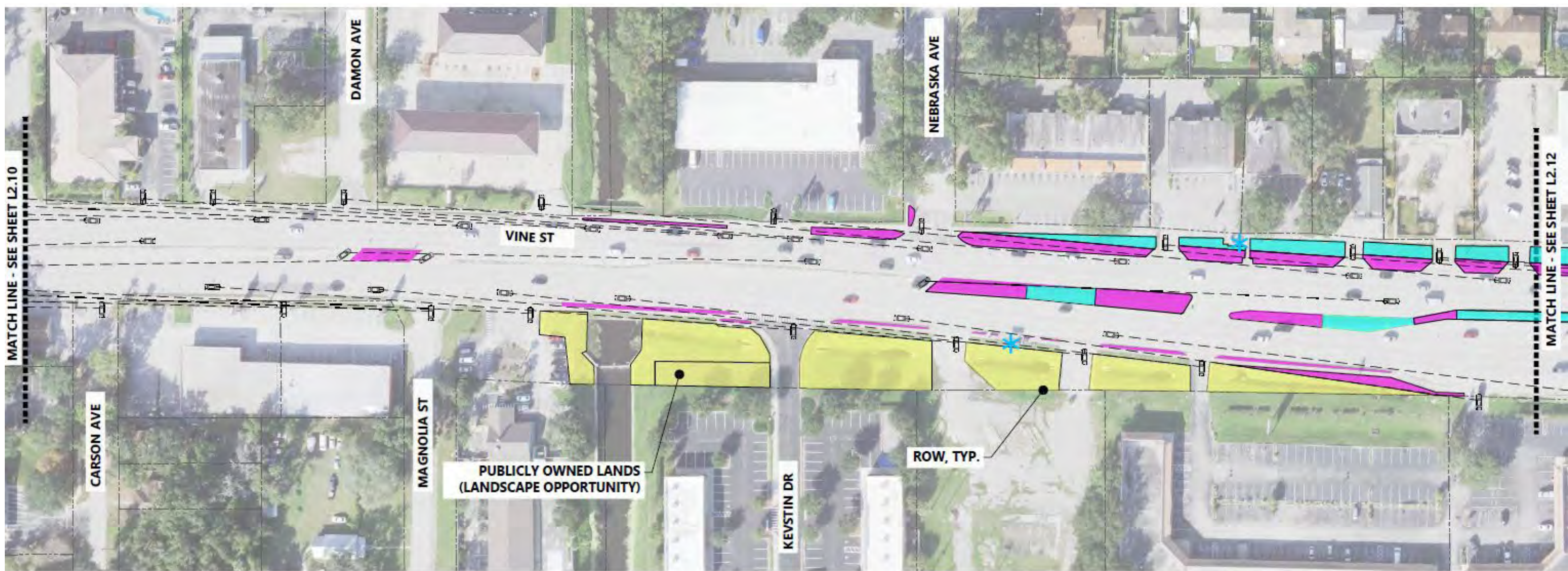
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MEDIUM OPPORTUNITY

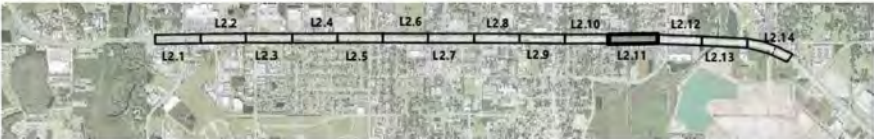
LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY



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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

POSTED SPEED 45 MPH
DESIGN SPEED 45 MPH

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

*

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

72

KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

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OPPORTUNITY PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING

HIGH OPPORTUNITY

MEDIUM OPPORTUNITY

LOW OPPORTUNITY

BIOSWALE / RAIN GARDEN

GATEWAY

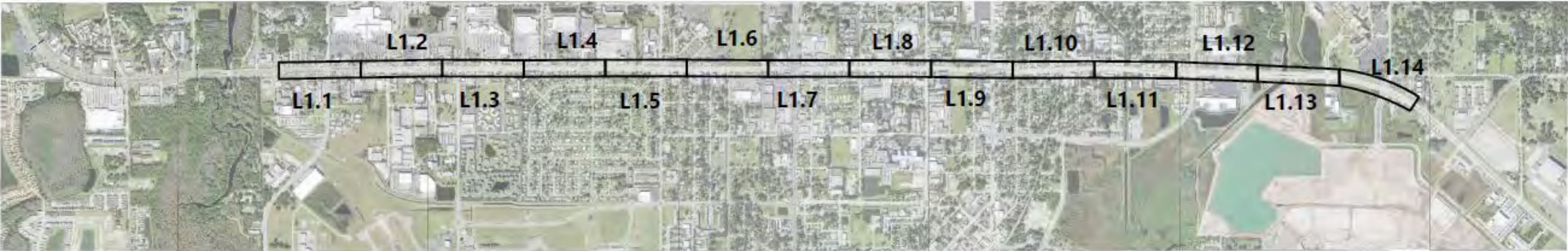
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KISSIMMEE VINE STREET LANDSCAPE MASTER PLAN

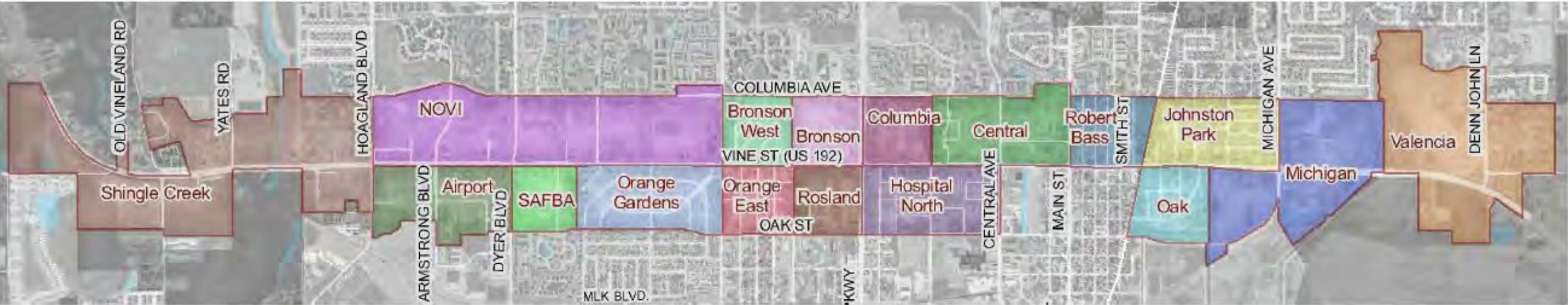
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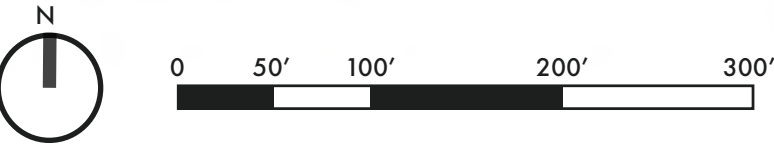
EXISTING CONDITIONS PLANS



KEY MAP



VINE STREET CRA NEIGHBORHOODS AND HUBS



EXISTING CONDITIONS PLANS

LEGEND

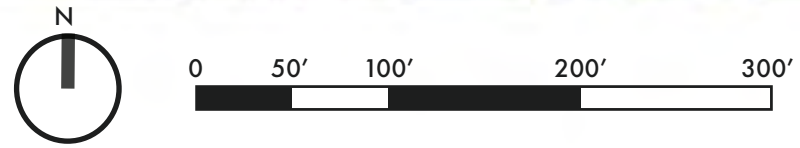
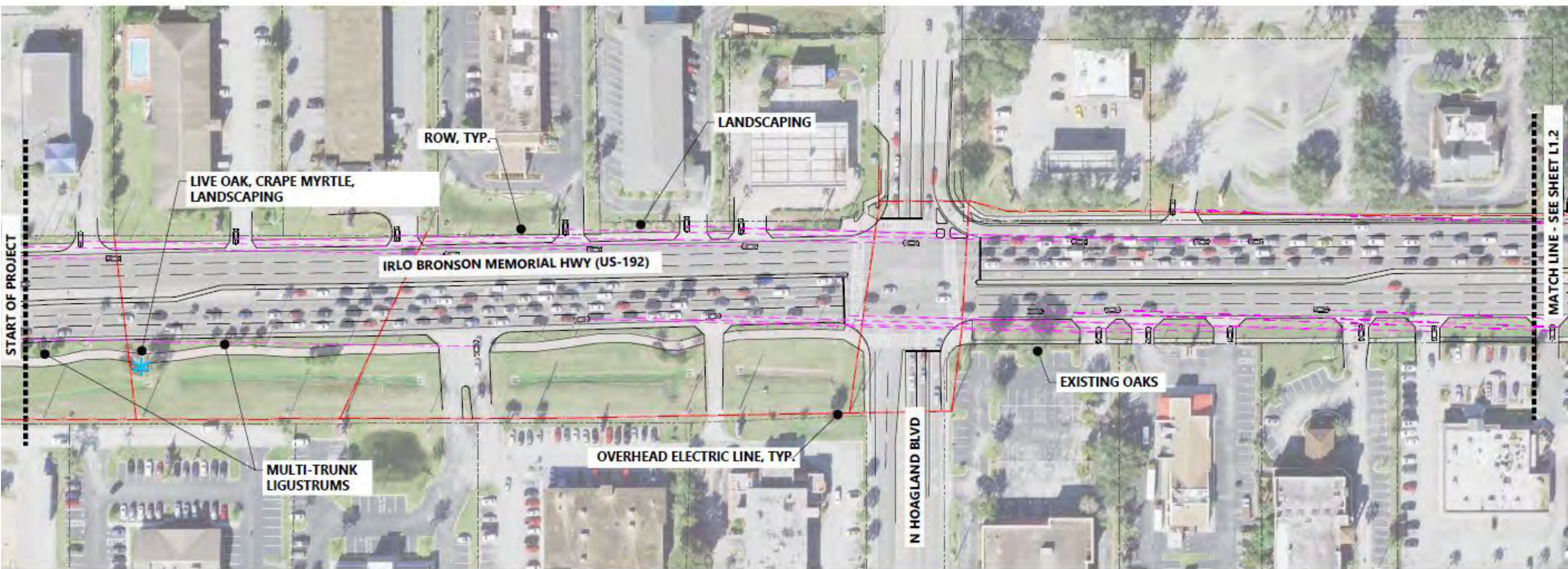
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SIGHT TRIANGLE

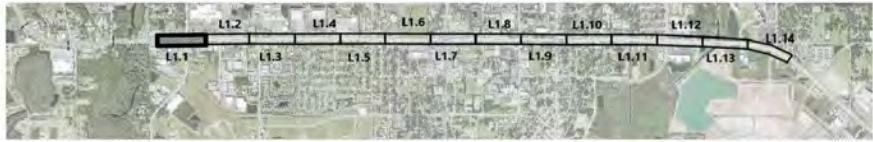
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



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EXISTING CONDITIONS PLANS

LEGEND

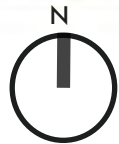
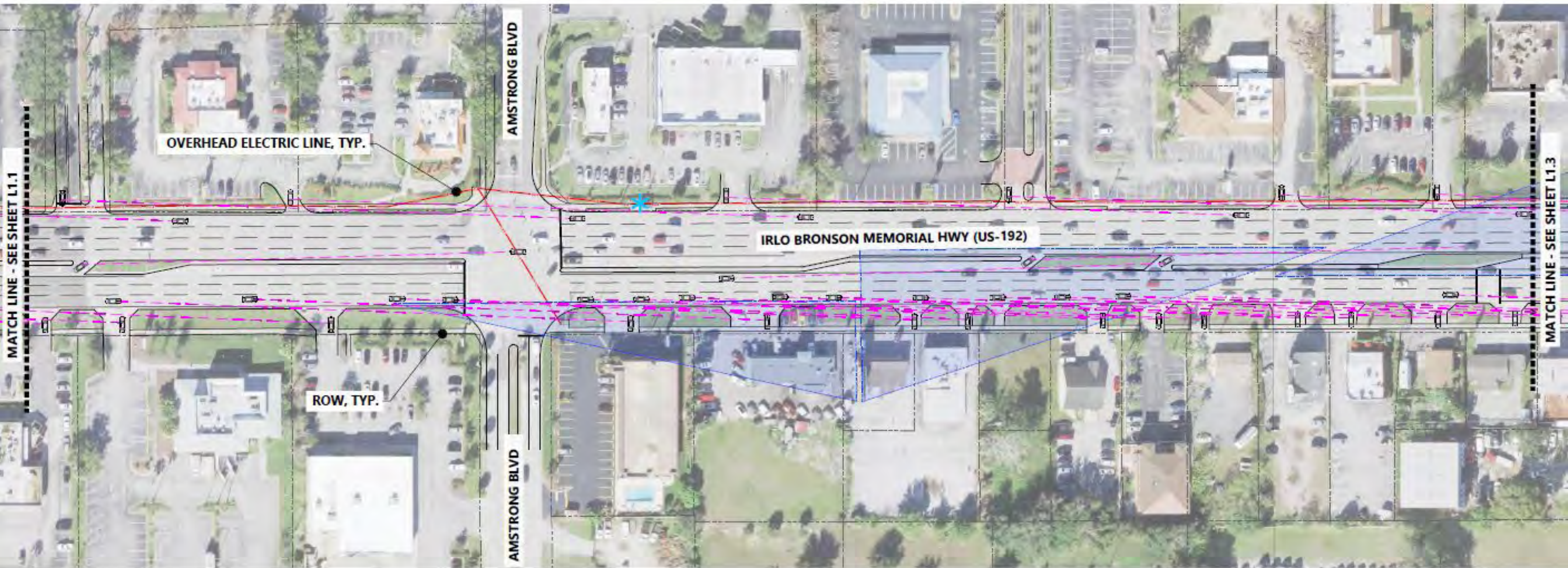
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SIGHT TRIANGLE

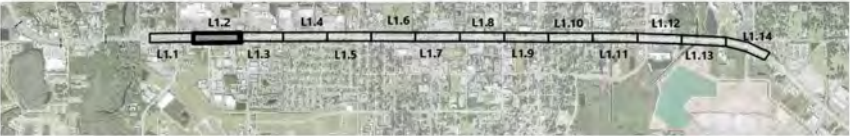
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



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DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

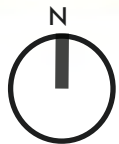
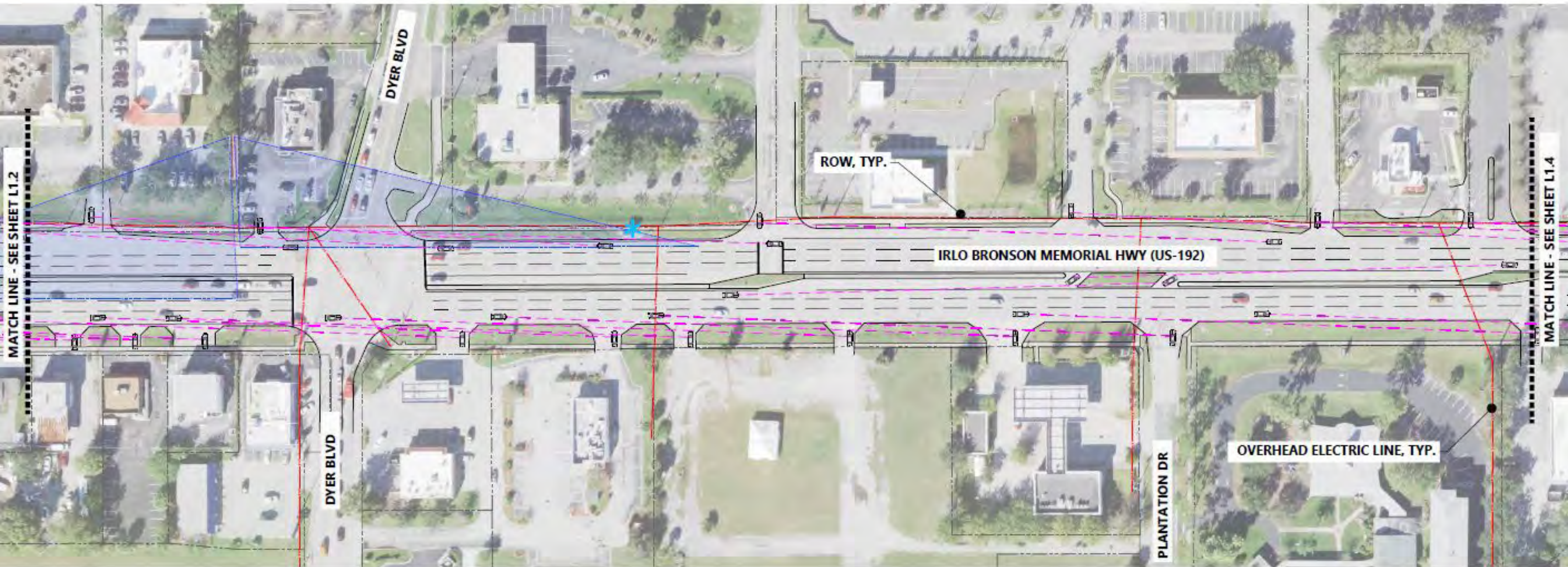
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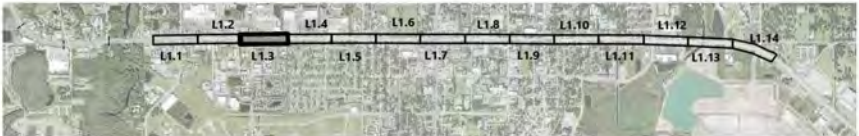
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



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EXISTING CONDITIONS PLANS

LEGEND

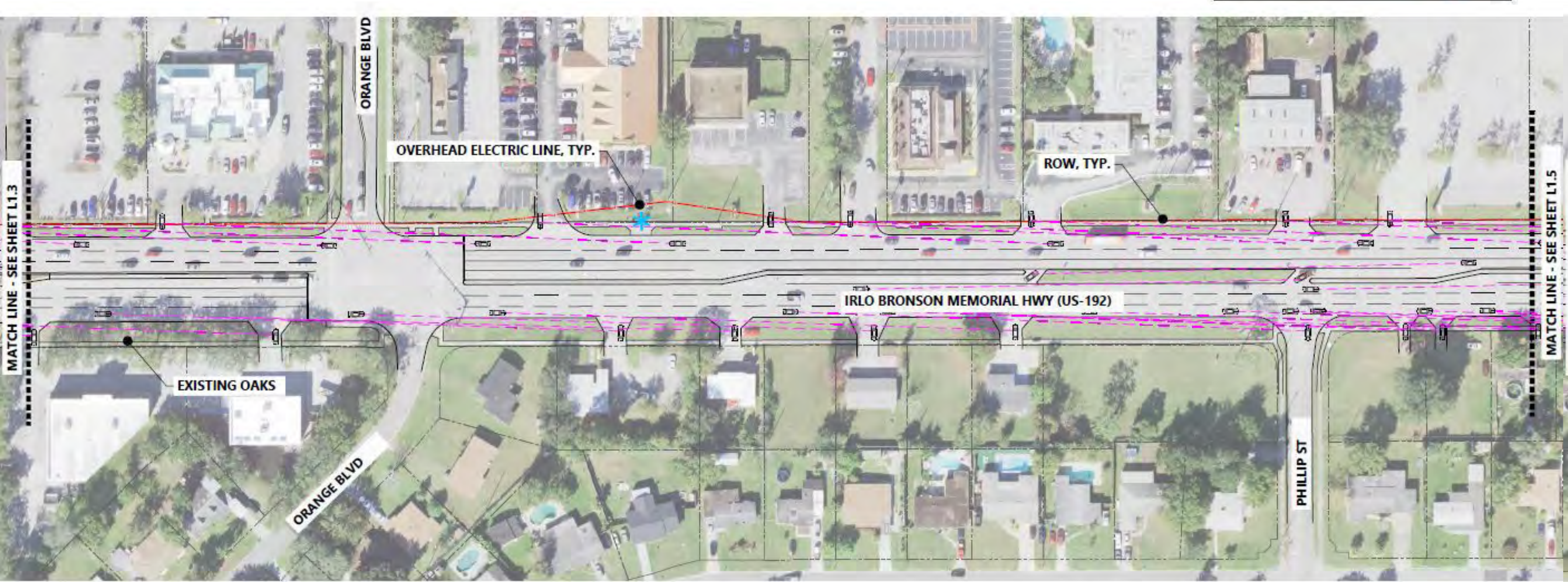
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SIGHT TRIANGLE

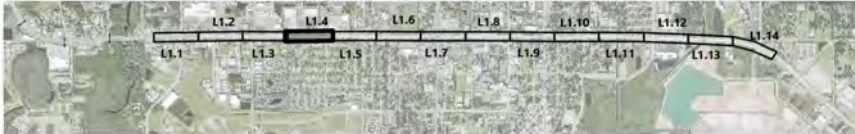
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



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DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

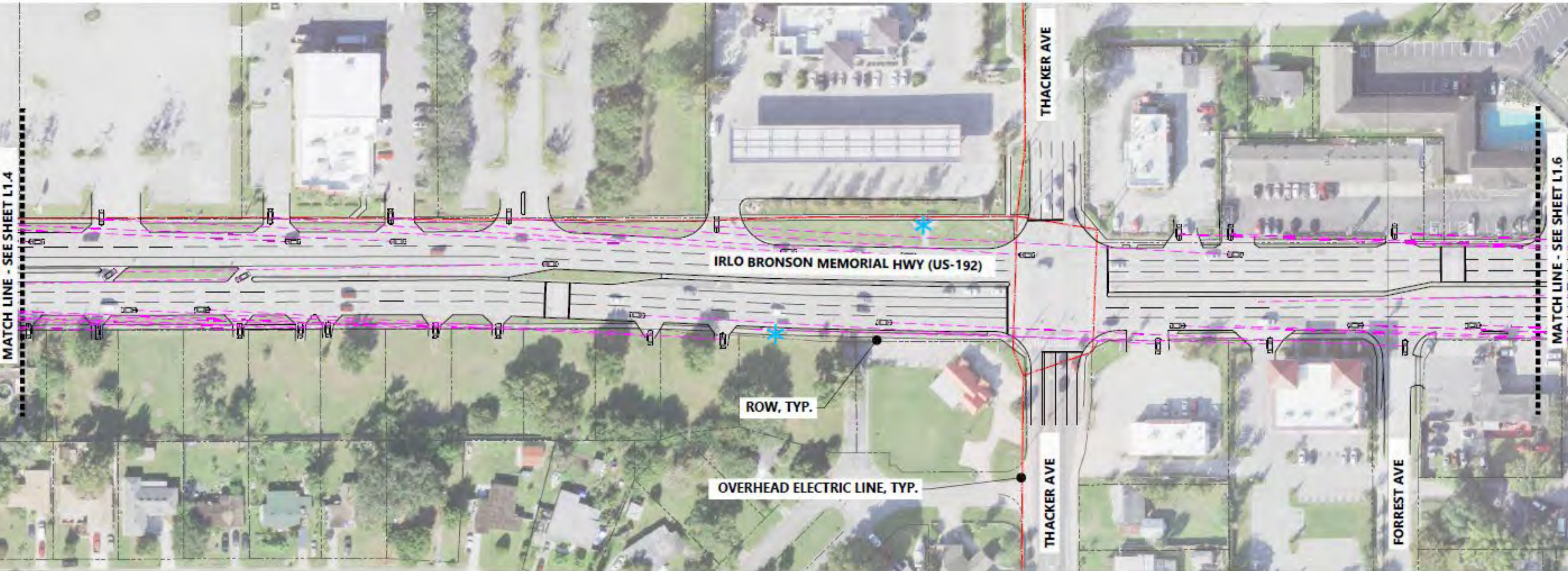
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SIGHT TRIANGLE

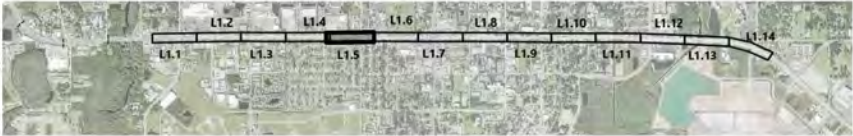
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

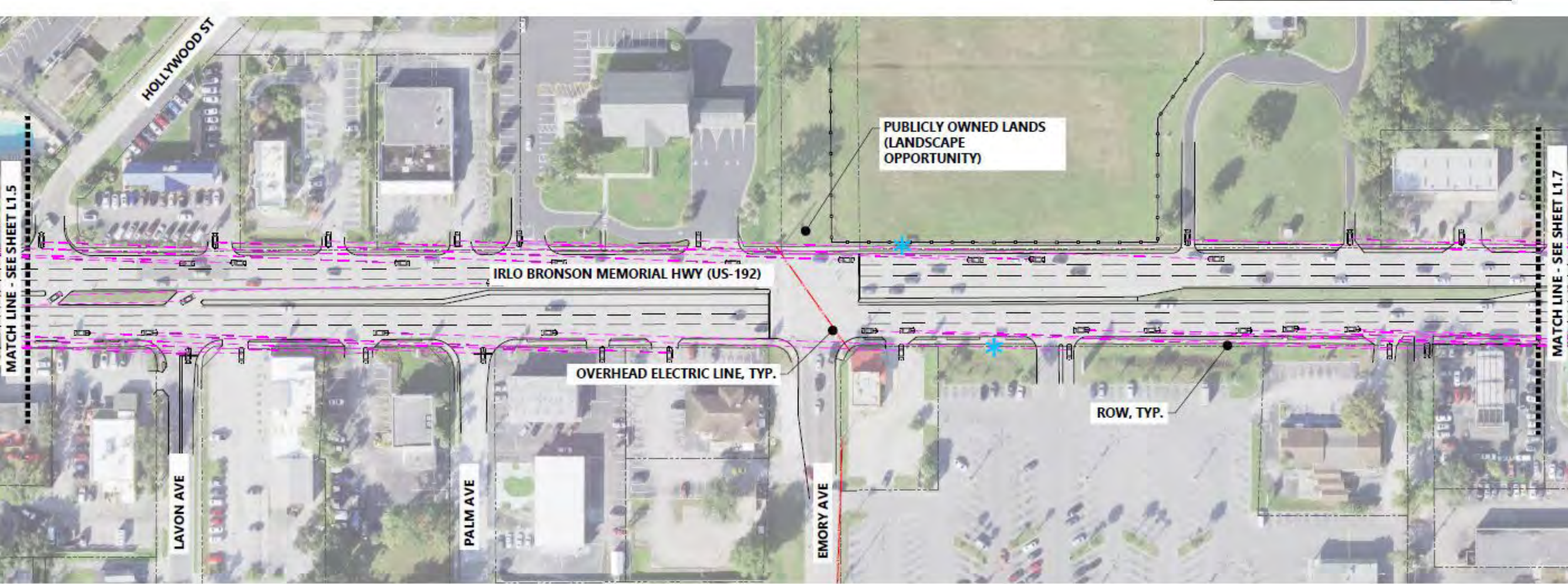
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SIGHT TRIANGLE

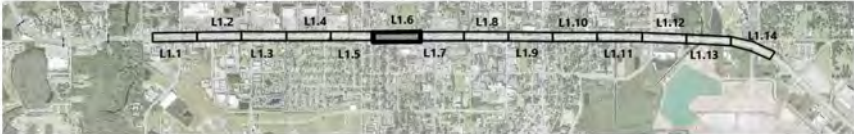
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

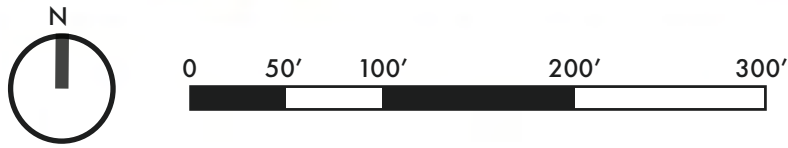
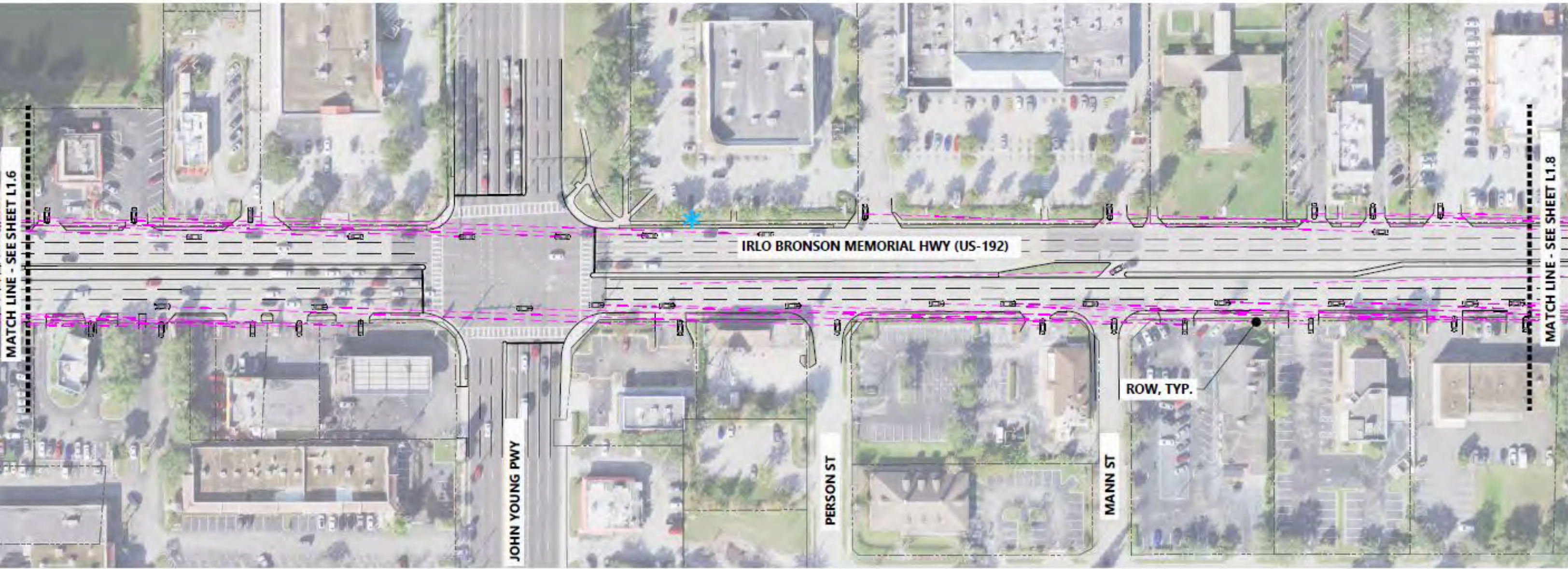
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SIGHT TRIANGLE

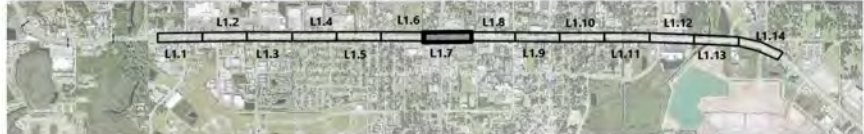
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



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DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

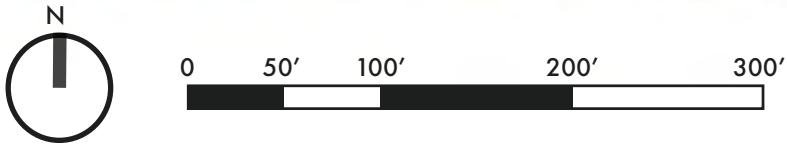
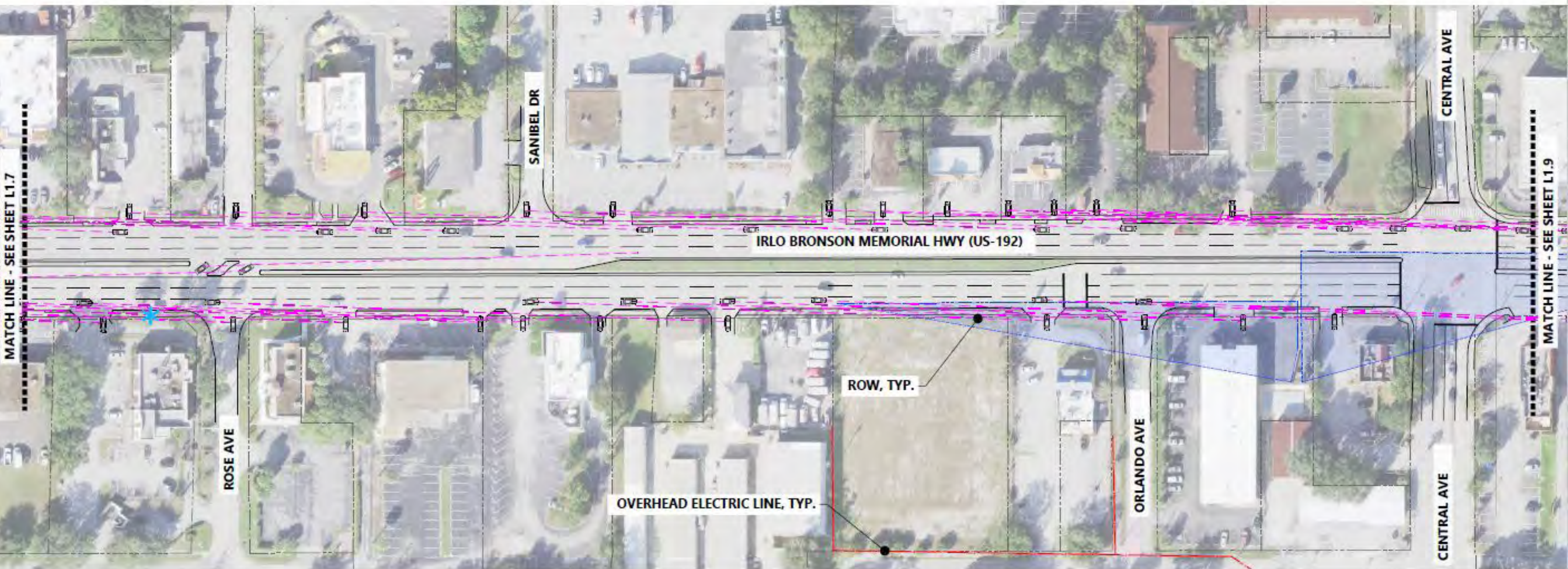
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SIGHT TRIANGLE

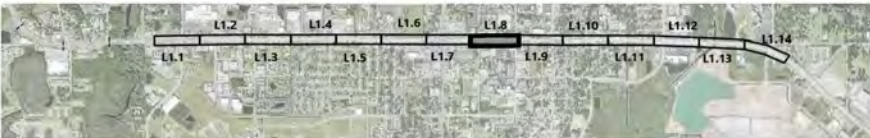
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 40 MPH
DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS

LEGEND

OVERHEAD ELECTRIC

SIGHT TRIANGLE

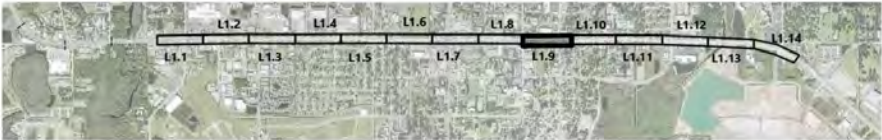
BILLBOARD VIEW ZONE

CITY LIMITS

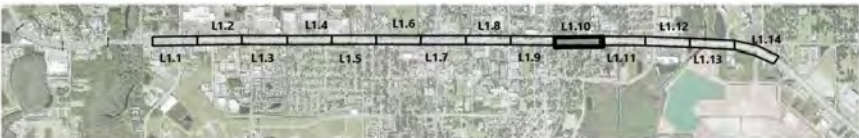
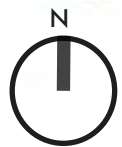
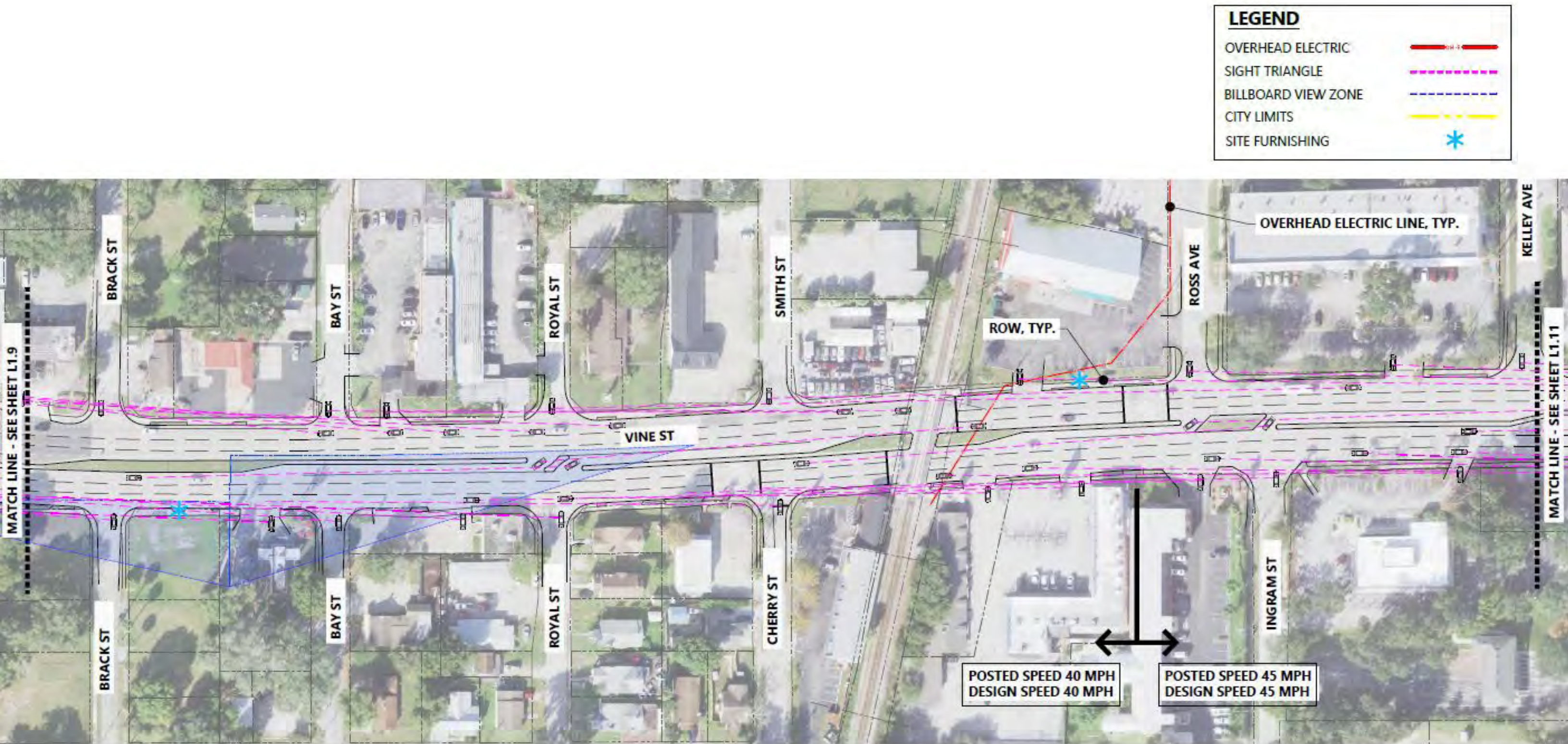
SITE FURNISHING



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DESIGN SPEED 40 MPH



EXISTING CONDITIONS PLANS



EXISTING CONDITIONS PLANS

LEGEND

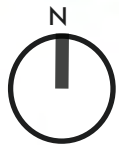
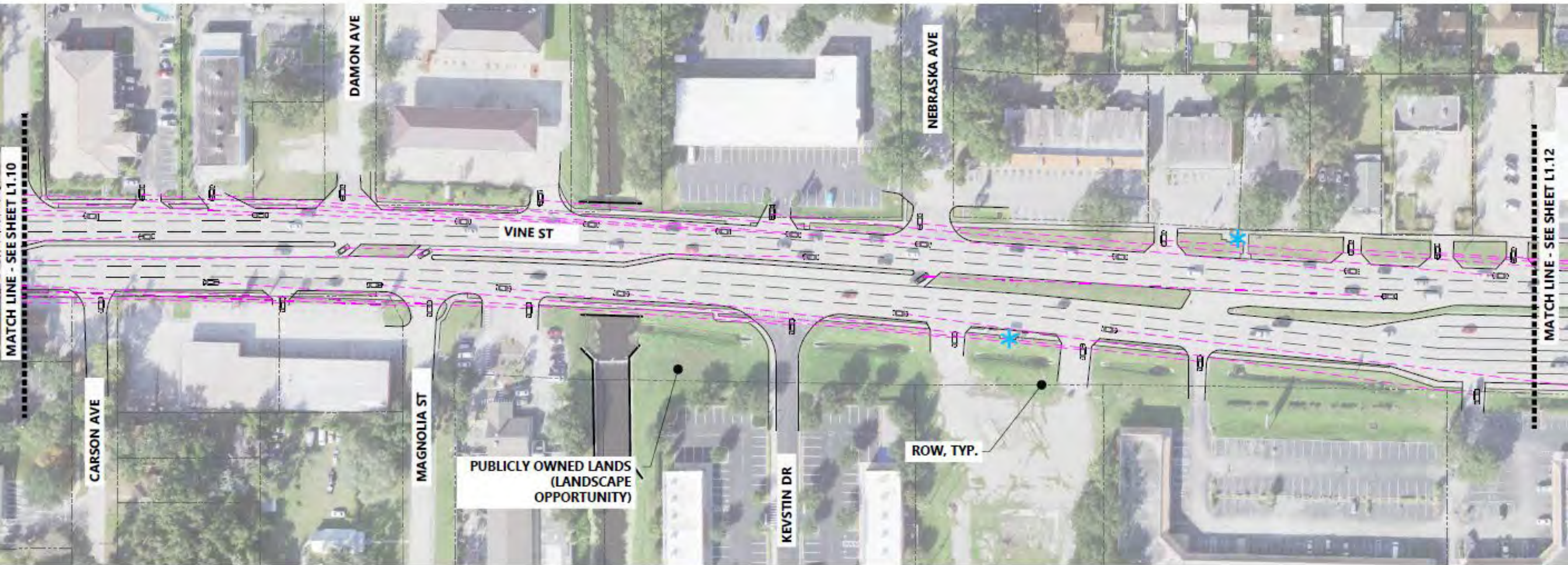
OVERHEAD ELECTRIC

SIGHT TRIANGLE

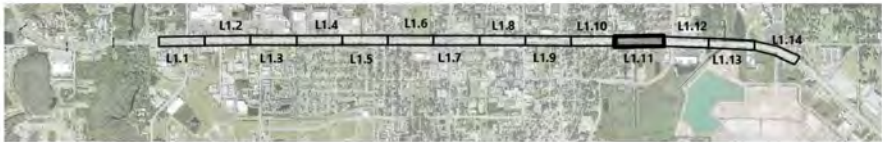
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 45 MPH
DESIGN SPEED 45 MPH



EXISTING CONDITIONS PLANS

LEGEND

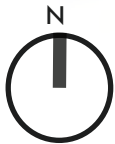
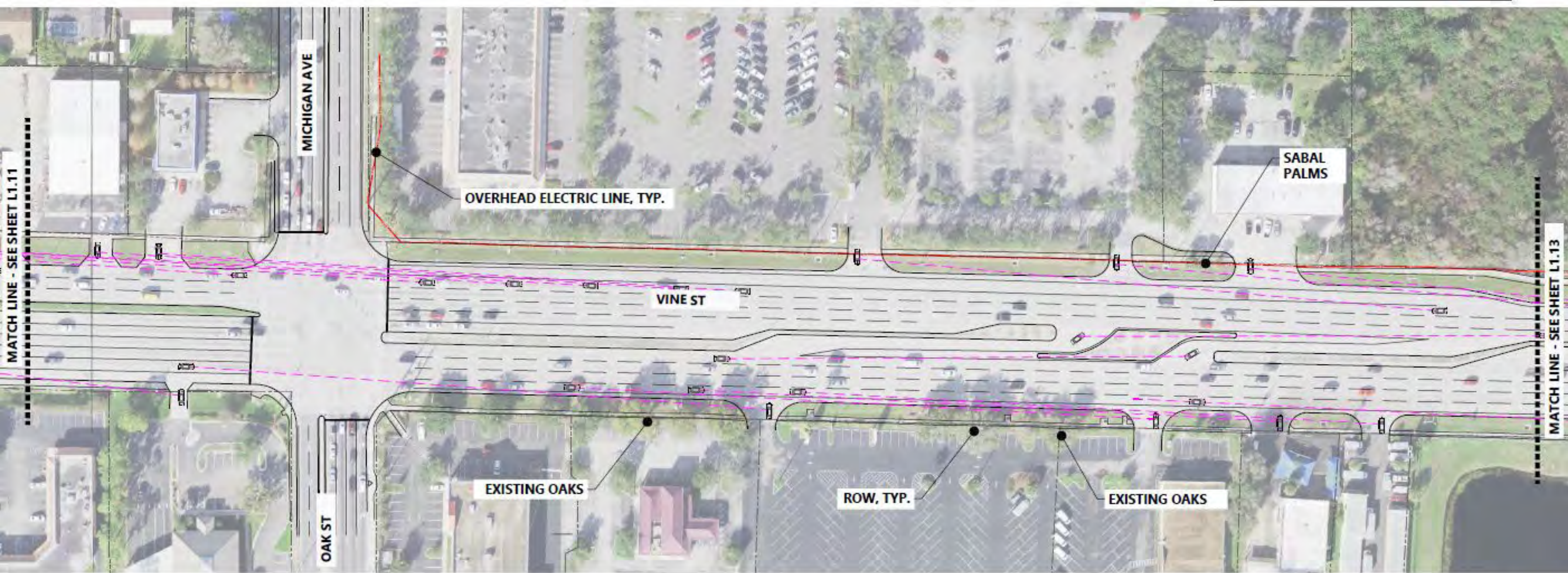
OVERHEAD ELECTRIC

SIGHT TRIANGLE

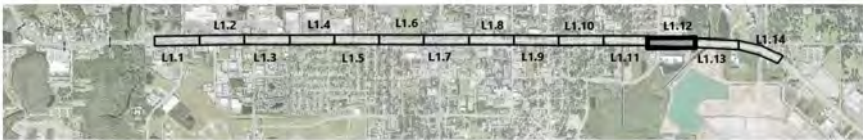
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 45 MPH
DESIGN SPEED 45 MPH



EXISTING CONDITIONS PLANS

LEGEND

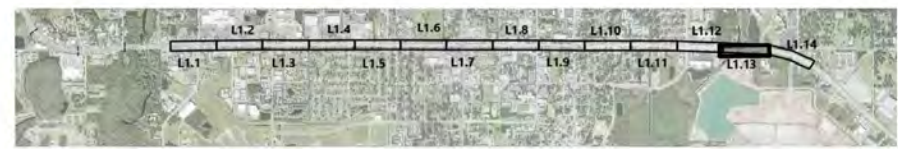
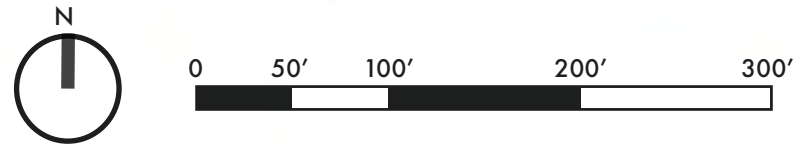
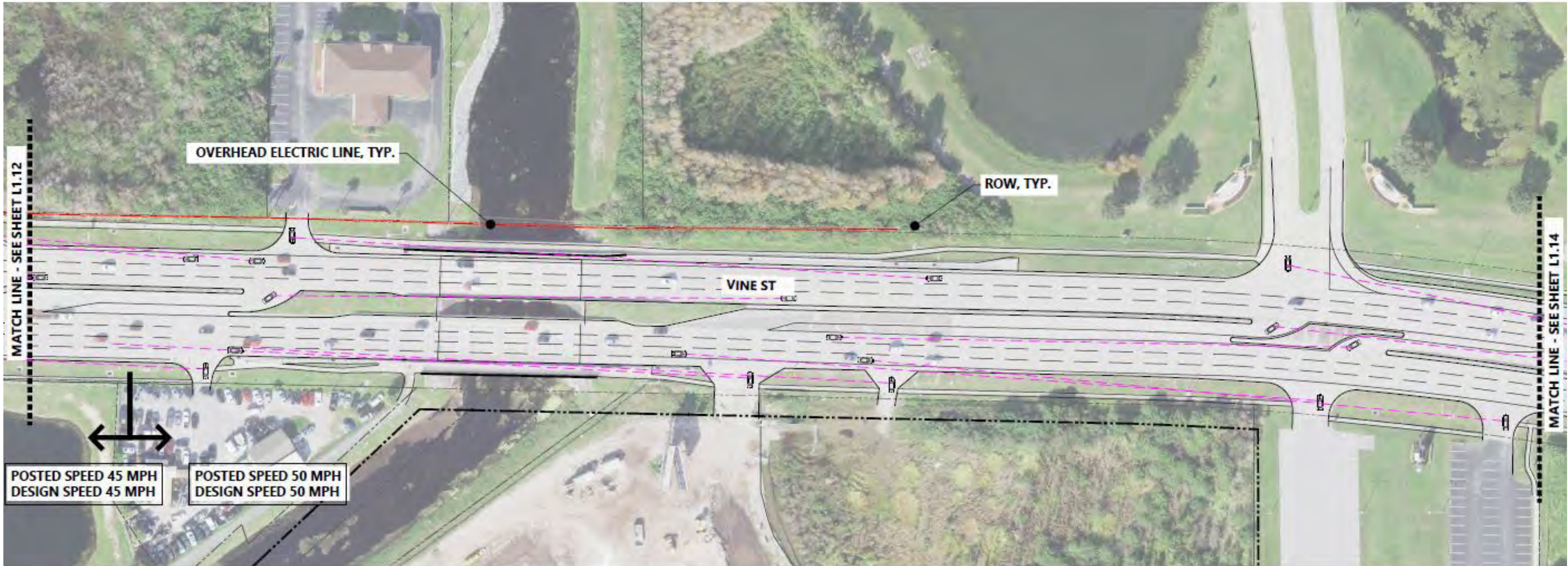
OVERHEAD ELECTRIC

SIGHT TRIANGLE

BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



EXISTING CONDITIONS PLANS

LEGEND

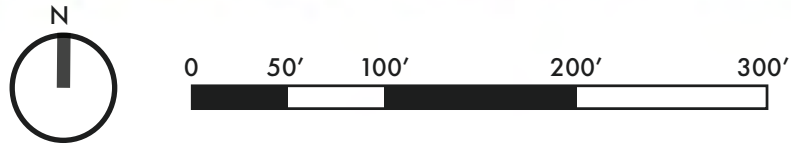
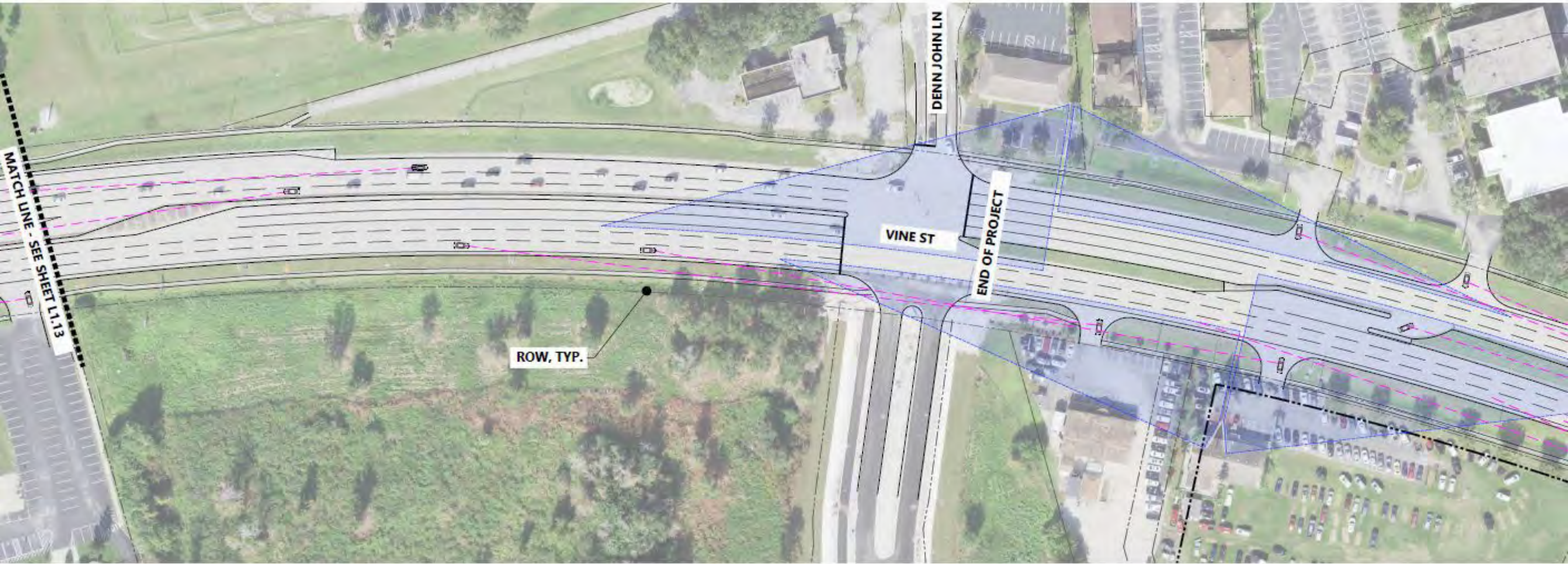
OVERHEAD ELECTRIC

SIGHT TRIANGLE

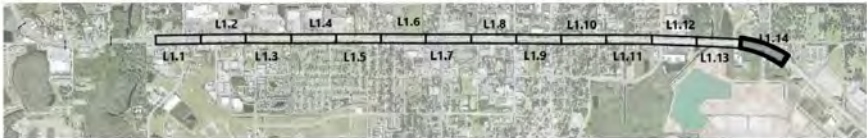
BILLBOARD VIEW ZONE

CITY LIMITS

SITE FURNISHING



POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH



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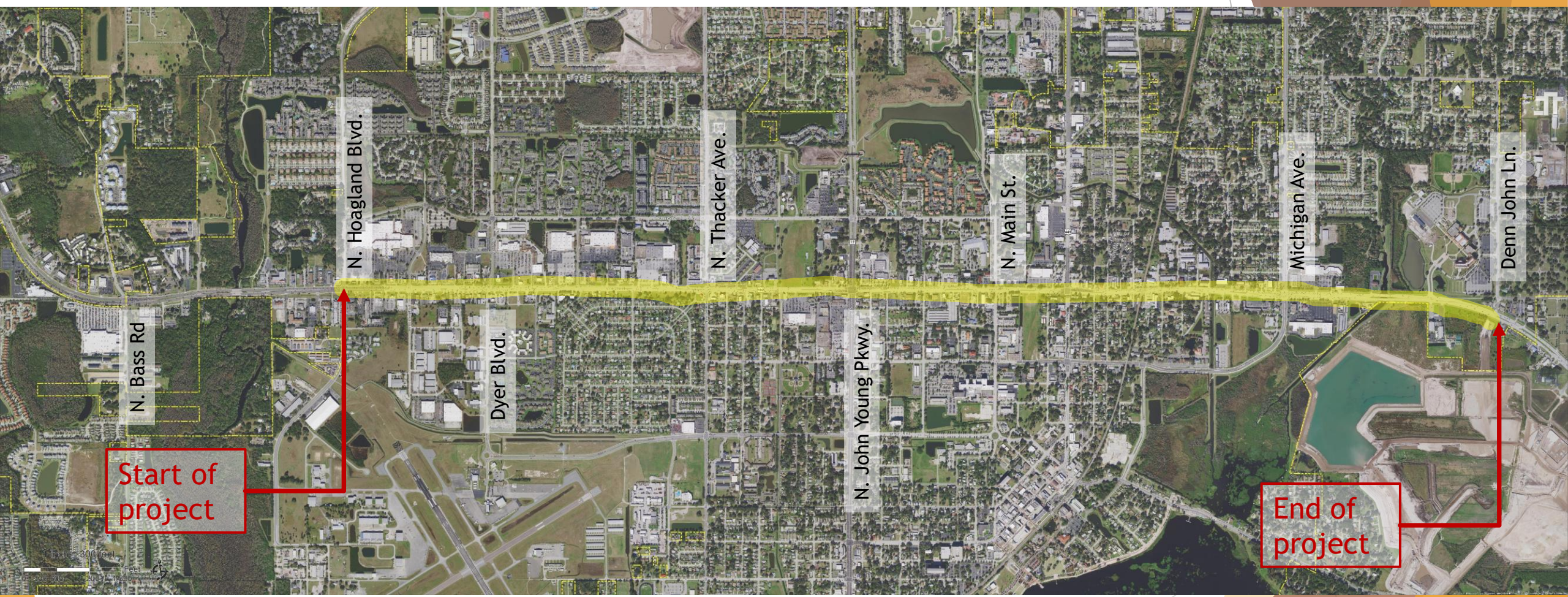


Vine Street Landscape Master Plan

Vine Street Community Redevelopment Agency
Kissimmee, Florida



Vine Street Corridor





Kissimmee Vine Street
**LANDSCAPE
MASTER PLAN**
MARCH 2022



CITY OF
KISSIMMEE
1883



CITY OF
KISSIMMEE
1883



EXISTING CONDITIONS



Looking west at Dyer Blvd.



Looking west



Looking east



Looking east towards intersection with Michigan Ave. and Oak St.

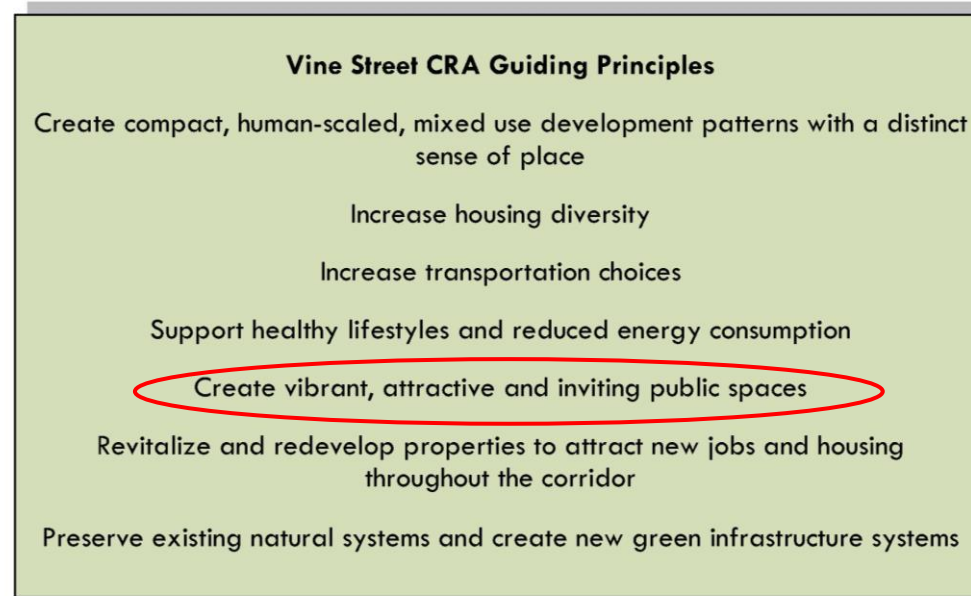


Looking west by the Walgreens



Looking west at the east project boundary

Goals and Objectives



Goal 5: Create vibrant, attractive and inviting public spaces.

- 5.1 Objective: Create overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings.
- 5.2 Objective: Create strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares.

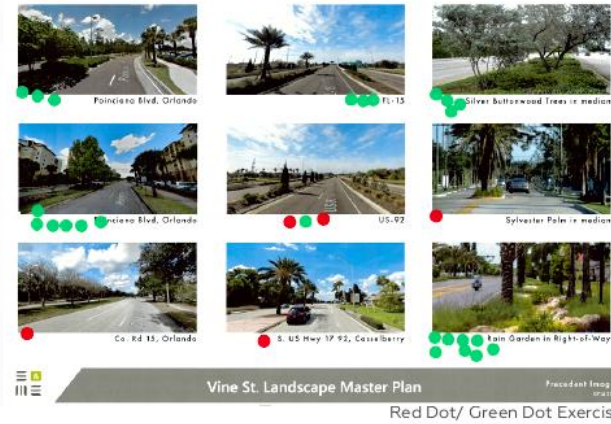
DESIGN PROCESS

Design Workshop

A design workshop was held with City staff and key stakeholders on July 14th, 2021 to review and discuss the opportunities and constraints along the corridor. As part of the workshop, attendees participated in a red dot/green dot exercise or visual preference survey. The images below record the outcome from this activity. Red dots indicate lack of preference and green dots indicate preferred scenarios.

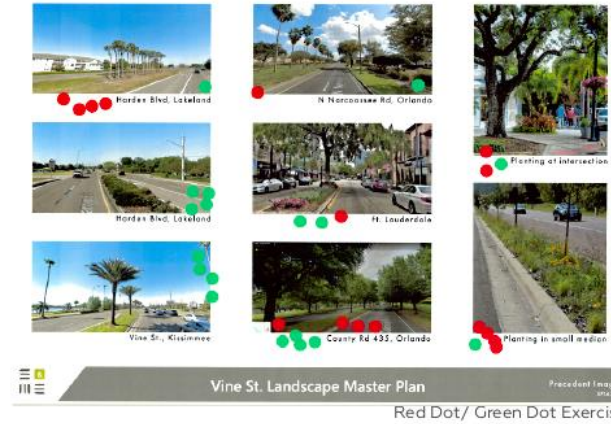


Image from Design Workshop



Vine St. Landscape Master Plan

Red Dot/ Green Dot Exercise



Vine St. Landscape Master Plan

Red Dot/ Green Dot Exercise



Marked Up Project Plan

GOALS + OBJECTIVES

Vine Street CRA Guiding Principles

- Create compact, human-scaled, mixed use development patterns with a distinct sense of place
- Increase housing diversity
- Increase transportation choices
- Support healthy lifestyles and reduced energy consumption
- **Create vibrant, attractive, and inviting public spaces**
- Revitalize and redevelop properties to attract new jobs and housing throughout the corridor
- Preserve existing natural systems and create new green infrastructure systems

Create vibrant, attractive, and inviting public spaces

Objective: Create overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings.

Objective: Create strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares.

A Landscape Master Plan should:

- Increase shade and canopy cover
- Increase pedestrian comfort and scale of road
- Reduce heat island effects
- Improve visual impacts and screening
- Create 'sense of place'
- Include elements of visual interest and color
- Create gateway intersections through the use of plant material

Input from Design Workshop

- Calming
- Economic
- Pedestrian comfort and safety
- Views to buildings and signage
- Inform business owners of the benefits of trees and landscape
- Enhance what is existing
- Hide eye-sores
- Think about long term effects: roots, overhead power lines, etc.
- Channel people to signalized crosswalks
- Water conservation/ drought tolerant
- Budget friendly plant materials
- Long term maintenance



Image from Design Workshop

These become our Design Principles for the Project moving forward.

DESIGN PRINCIPLES

During the initial kickoff meeting with stakeholders, the following design principles were established to provide the framework and goals for the development of the Vine Street Landscape Master Plan.

Pedestrian Comfort + Safety

Providing outdoor spaces that are inviting, safe and accessible as well as creating a safe environment for pedestrians. Increasing shade and canopy trees for increased pedestrian comfort along the corridor. Limiting conflicts between vehicular movement and pedestrian and bicycle circulation. Utilize canopy trees where possible to provide traffic calming and to help reduce vehicular speeds. The creation of additional shade along the corridor will reduce the heat island effect and create a more enjoyable experience for both pedestrians and vehicular users.



Create a 'Sense of Place'

Developing a true sense of place that can remain meaningful over time. Creating a cohesive look along the entire corridor. Utilizing landscape materials to create a more comfortable pedestrian scale and to encourage pedestrian-friendly redevelopment over time. Landscape materials and accent plantings can create improved intersection treatments and enhance the aesthetics along the corridor.

Visual Interest + Screening

Minimize visual impacts and improve landscape screening along the corridor. Include elements of visual interest and color in the form of accent plantings, especially at key intersections. Enhance the aesthetic treatment along the entire corridor.



Maintenance

A well-balanced and purposeful landscape that can bring a balance of aesthetics, order, efficiency, and economics. A focus on landscape maintenance through the selection of plant material and appropriate placement throughout the corridor. An emphasis on low-maintenance and drought tolerant plant material throughout the corridor that can thrive without irrigation once established.

Sustainability + Health

Integrating sustainable practices in design and planning to enhance health, safety and welfare. Promoting best practices in water conservation and stormwater management, utilizing native plant materials, introducing canopy trees with high shade coverage to reduce the heat island effect as well as incorporating rain gardens and green infrastructure opportunities to promote a sustainable aesthetic along the corridor.



OPPORTUNITIES + CONSTRAINTS

SWOT Analysis

Based on site visits, background research and the design workshops with City staff, a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis was developed to better understand current issues and opportunities for the corridor.



STRENGTHS

- Proximity to Downtown Kissimmee, businesses, restaurants and other amenities along the corridor
- Well-traveled corridor and primary east – west connector through the City of Kissimmee
- Corridor serves as a gateway for vehicular users coming into the City from the north, east and west
- Variety of districts along the corridor



WEAKNESSES

- Lack of landscape and street trees throughout the corridor; the majority of the vegetation is turf
- Lack of cohesiveness throughout the corridor
- Lack of shade trees
- Harsh pedestrian environment
- Vast areas of paved surfaces and limited green space



OPPORTUNITIES

- Existing medians
- All medians have curbs
- Wider concrete medians that could become future landscape area
- Existing landscape areas between the sidewalk and roadway (within the ROW)
- Existing areas between the sidewalks and property line (within the ROW)



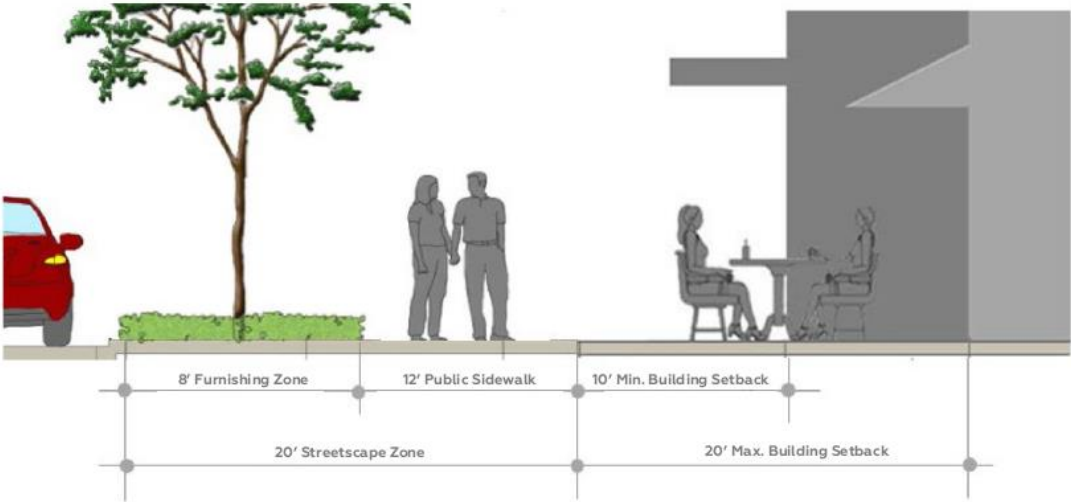
THREATS

- Billboard sight triangles
- Vehicular sight triangles at drivers and non-controlled intersections
- At grate and below ground utilities
- Swales
- Limited width of medians (most are maximum 10'-12' wide)
- Constrained ROW conditions

DESIGN CONSIDERATIONS

Form-Based Code/ Redevelopment

Another consideration of the landscape master plan was the form-based code and future redevelopment of the corridor. Future redevelopment on Vine Street will include a 20' Streetscape Zone as well as a 10' minimum building setback. This additional area will be utilized to provide an 8' furnishing and street tree zone as well as a 12' public sidewalk to enhance the pedestrian connectivity throughout the corridor. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.



Sidewalk Zone and Setback



Streetscape examples from Form-Based Code



Connecting new and existing sidewalks

DESIGN PROCESS

Public Open House

A draft landscape master plan and set of design guidelines based on comments received from the initial workshop were presented at a public presentation on October 5, 2021.

The Agenda for the Public Presentation was as follows:

PRESENTATION

- Introductions
- Review Project
- Review the Corridor (Existing Conditions)
- Discuss Goals and Objectives / Design Principals
- Review Opportunities and Constraints
- Opportunity Areas – high, medium and low
- Review Master Plan
- Typical Sections
- Design Visualization
- Next Steps

OPEN HOUSE

Based on input from the Public Presentation the following next steps were identified:

1. Make final updates to the Master Plan based on public input
2. Prepare opinions of probable cost and Phasing Plans
3. Identify grant funding opportunities
4. Prepare a final Landscape Master Plan report



Public Open House Presentation Slide



Public Open House Presentation Board



Public Open House Presentation Board



Public Open House Presentation Board



TYPICAL CROSS SECTIONS

East Gateway

Vine Street at Valencia College

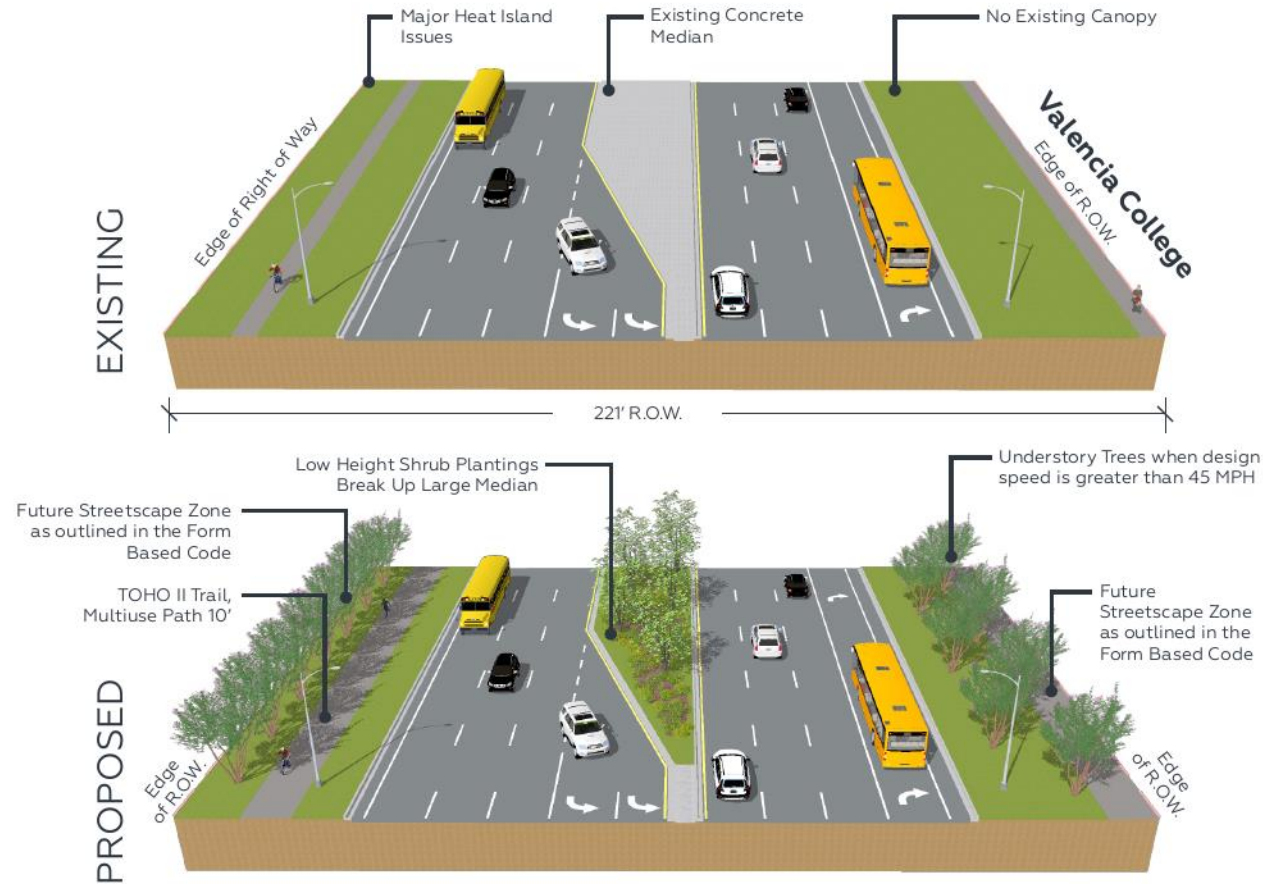
An important objective of the Landscape Master Plan is to identify opportunities for gateway treatments as you enter into the City of Kissimmee. This typical cross-section shows conceptual design for the East Gateway at Valencia College. The design concept for this area includes removing portions of the concrete median to create additional landscape opportunities in this area.



Precedent Image: Planted Streetscape



Location



VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Existing Conditions

Vine Street at Nebraska Ave.

A high priority item that came out of the Design Workshop was an interest in transforming existing grass swales along the corridor into rain gardens / bioswales and utilizing these areas to provide green infrastructure opportunities. These elements would capture stormwater runoff and reduce the amount of pollutants as suspended solids going into the stormwater system and entering lakes and stormwater ponds at outfall areas. Oftentimes, FDEP (Florida Department of Environmental Protection) and State Stormwater Management Districts will authorize funding for these types of features to be implemented. In the case of the City of Kissimmee, the South Florida Water Management district would be the jurisdiction to evaluate potential funding opportunities for this project.

This rain garden opportunity occurs on the south side of the corridor near Kevstin Drive and is approximately 830 linear feet.



Existing Condition



Location

VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Rain Garden Opportunity

*Vine Street at
Nebraska Ave.*

This perspective rendering shows the proposed rain garden that could be implemented in this area and includes a variety of native plantings, a linear aggregate strip along the bottom of the rain garden as well as native trees and placed boulders that could occur in this area as well. The resulting design not only greatly enhances the aesthetics along the corridor but also promotes sustainable design by greatly improving water quality.



Location



CITY OF
KISSIMMEE
1883



VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity

Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing street trees and other landscape opportunities as part of redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20' Streetscape Zone as well as a 10' minimum building setback. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.



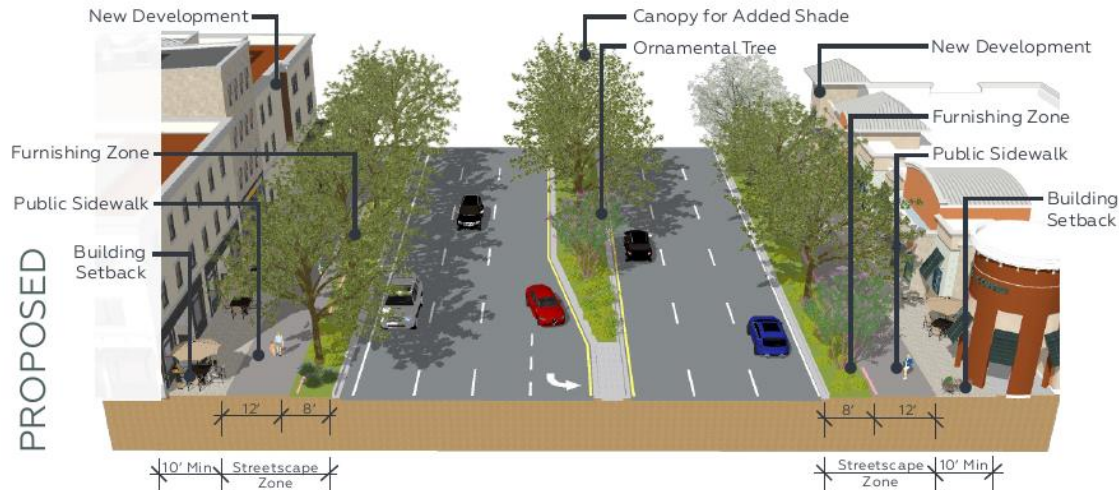
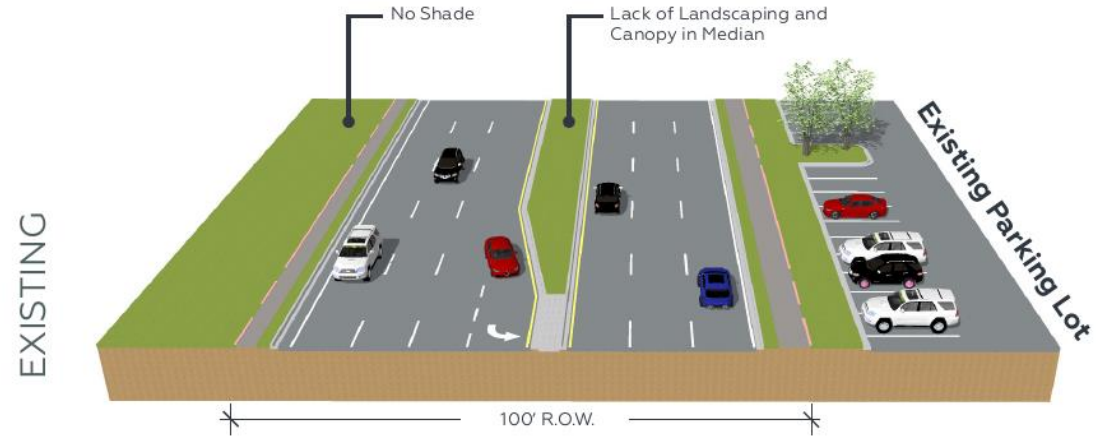
Storefronts



Planted Median



Location



VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity

Vine Street at Main Street

Existing conditions show the typical development along the corridor with narrow sidewalks near or adjacent to the roadway as well as an overall lack of street trees. Parking lots are typically adjacent to the ROW with the buildings located behind the parking lots.



Existing Condition



Location



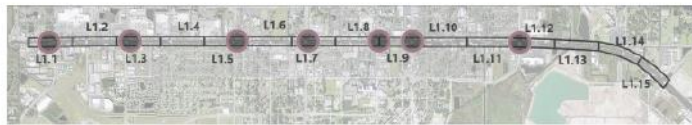
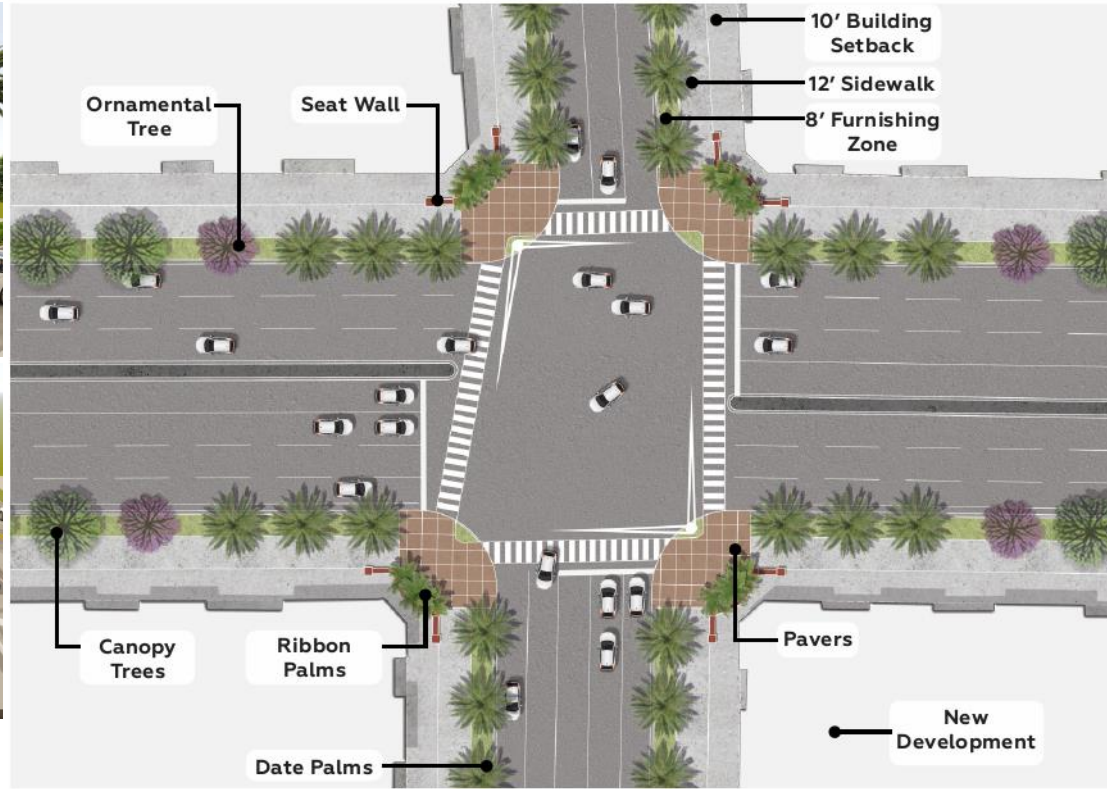
VISIONING GRAPHICS + FUTURE REDEVELOPMENT

Redevelopment Opportunity Vine Street at Main Street

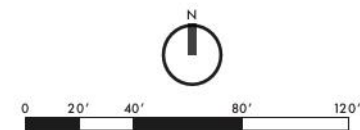
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VISIONING GRAPHICS + FUTURE REDEVELOPMENT



Intersection Treatment Location

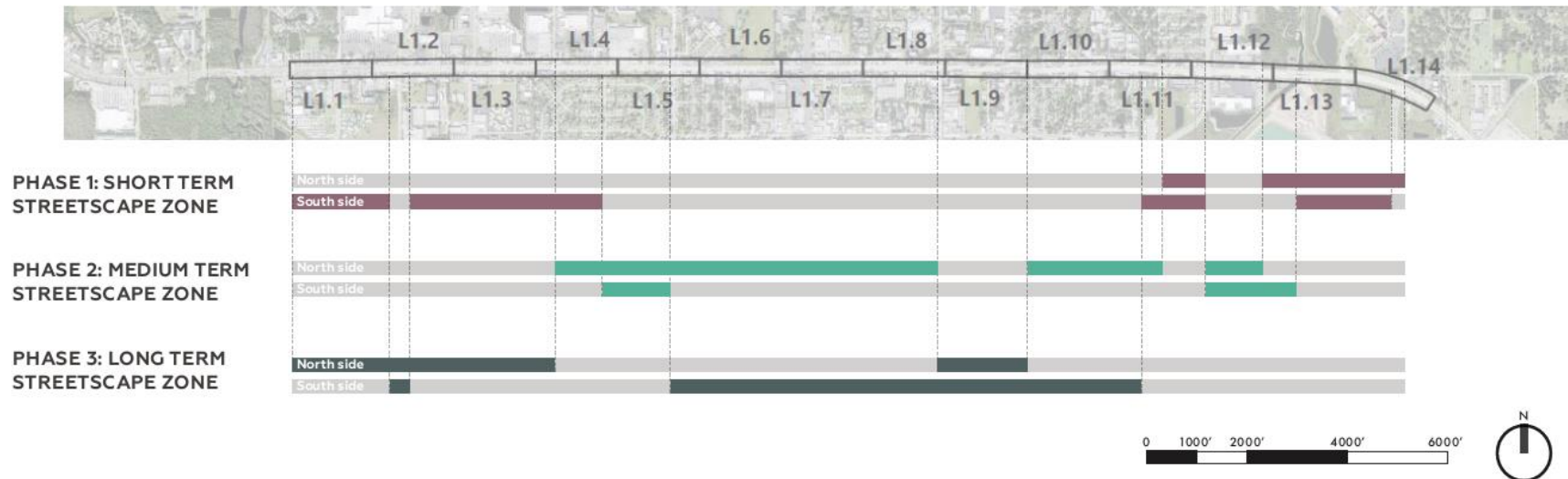
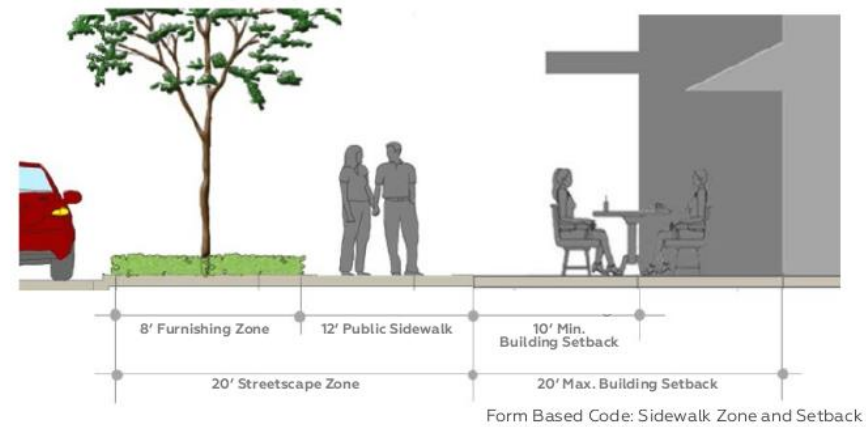


FUTURE REDEVELOPMENT

Streetscape Zone Phasing Diagram

Based on input from City staff, S&ME has developed phasing priorities for implementation of the Streetscape Zone outlined in the Form Based Code. Refer to page 19 for Form Based Code summary and pages 46-49 for Redevelopment visioning graphics.

- **Phase 1: Short Term Streetscape Zone** shows areas where there are currently 20' or more of Right of Way off of the back of curb. In these locations, there is enough room to construct the Streetscape Zone within the current Right of Way.
- **Phase 2: Medium Term Streetscape Zone** displays potential streetscape zones as identified by City staff. In these locations, there is less than 20' within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones.
- **Phase 3: Long Term Streetscape Zone** has less than 20' within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones. These areas will construct the streetscape zone when they redevelop as outlined in the Form Based Code.



COST ESTIMATE

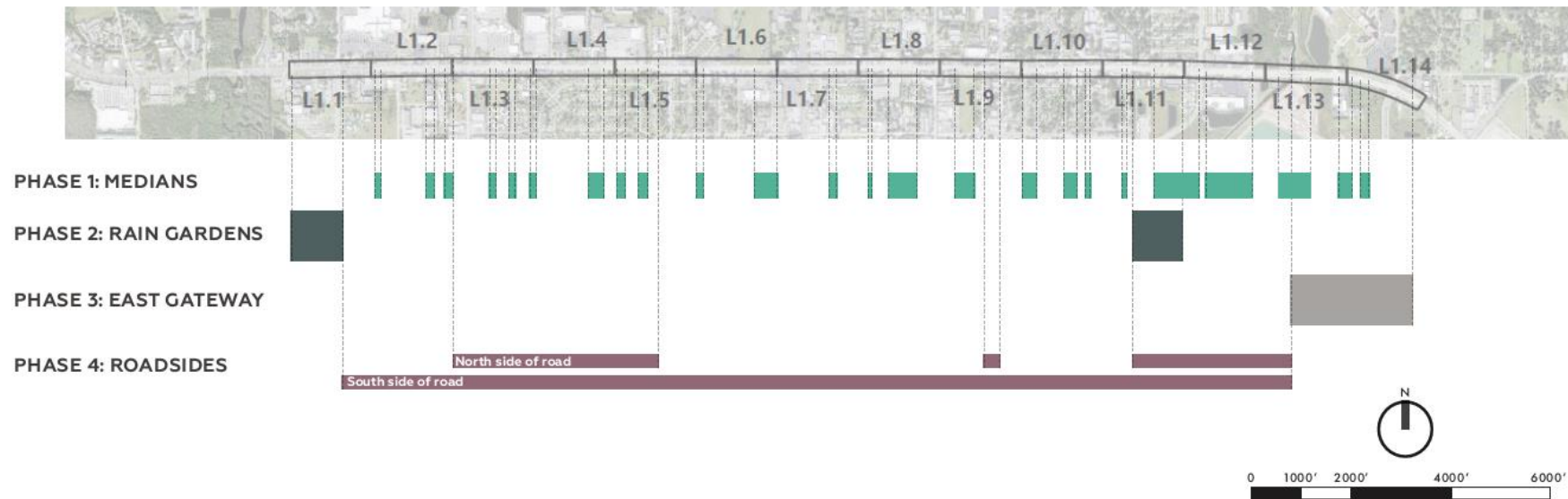
Phasing

Based on the overall cost estimate and input from City staff, S&ME has developed Phasing priorities for implementation of the Landscape Master Plan.

- Phase 1 includes the center medians throughout the corridor
- Phase 2 includes the proposed rain garden improvements in areas of existing grass swales
- Phase 3 includes the East Gateway treatment
- Phase 4 includes all Roadside areas – areas that are to the north or south of Vine Street within the existing right-of-way (ROW)

These phases provide a framework for the implementation of the Master Plan over time but phases can be further divided or pieced together as funding becomes available and as priorities for the City change over time. The center medians were included as a first phases as they are the most straight-forward to be able to implement immediately with little to no impacts to future redevelopment along the corridor.

Other areas (Phases 2, 3 and 4) which occur adjacent to the corridor will be impacted more directly by future redevelopment, especially as it relates to the City's form-based code. It may be worthwhile for the City to utilize and build upon this Landscape Master Plan to develop Streetscape Design Guidelines which can better direct redevelopment along the corridor to match the City's long-term vision.



Thank You!



ITEM 8.C

Approval of an Interlocal Agreement between the City and the Downtown Kissimmee Community Redevelopment Agency for the Beaumont Redevelopment Project portion of the Series 2022 Bonds.

Request

This request is for Downtown Kissimmee Community Redevelopment Agency (CRA) approval of an Interlocal Agreement with the City to fund and reimburse the City for the portion of the Series 2022 Capital Improvement Refunding Revenue Bonds associated with the Beaumont Redevelopment Project.

Explanation

In September 2021, the City refinanced an existing Line of Credit (LOC) from the Pooled Commercial Paper Loan Program of the Florida Local Government Finance Commission that was used to fund various capital improvements and redevelopment projects in the district. The intention of the refinancing was to extend the maturity date of the balloon payment. Subsequently, the Commission authorized the issuance of revenue refunding bonds to fix the LOC interest rate at a lower cost and to pay for other projects. Among those other projects was the Beaumont Redevelopment Project.

This Agreement obligates the CRA to use its Tax Increment Revenue to reimburse the City for the costs of the land acquisition and infrastructure improvements to the Beaumont Redevelopment site. The City will spend a portion of the 2022 Bonds to make these improvements. The debt was structured with the intent that the CRA revenues would be used for the Beaumont Redevelopment Project portion of the bonds.

Recommendation

Staff recommends the Downtown Kissimmee Community Redevelopment Agency (CRA) approve the Interlocal Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. Amended and Restated Interlocal Agreement - CRA-City - 2022 Bonds (02231809-2)

**SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
BETWEEN
CITY OF KISSIMMEE, FLORIDA
AND THE CITY OF KISSIMMEE
DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY**

This Second Amended and Restated Interlocal Agreement (the "Agreement") is entered into as of the ____ day of _____, 2022, by and between the CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation (the "City"), and the CITY OF KISSIMMEE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Downtown CRA").

WITNESSETH:

WHEREAS, the City Commission of the City created the Downtown Community Redevelopment Agency on November 5, 1991, by adopting Resolution No. 47-91 and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 1893 on June 8, 1993, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement are known as the "Downtown Community Redevelopment Area" as designated by Resolution No. 11-93, adopted by the City Commission of the City on April 27, 1993; and

WHEREAS, the City has adopted a community redevelopment plan to provide for various redevelopment projects to be funded by tax increment revenues (the "Redevelopment Plan"); and

WHEREAS, such Redevelopment Plan expires on December 31, 2053 (the "CRA Expiration Date")

WHEREAS, the City has, and intends to continue to, expend resources in furtherance of community redevelopment, and to assist the Downtown CRA in carrying out its responsibilities; and

WHEREAS, on July 23, 2015, pursuant to Resolution No. 13-2015 adopted by the City Commission of the City on July 7, 2015 (the "2015B Resolution") and a Loan Agreement between the City and Pinnacle Public Finance, Inc. (the "2015B Loan Agreement" and, together with the

2015B Resolution, the “2015B Note Documents”), the City issued the \$3,820,000 City of Kissimmee, Florida Capital Improvement Refunding Revenue Note, Series 2015B (the “2015B Note”) to (i) refund on a current basis all of the outstanding principal balance of the Downtown CRA’s Redevelopment Trust Fund Revenue Note, Series 2004, the proceeds of which were used to finance the cost of the design, installation, construction and reconstruction of street, public rights-of-way, drainage improvements and related improvements within the Downtown Community Redevelopment Area (the “2004 CRA Project”), and (ii) pay costs of issuance for the 2015B Note; and

WHEREAS, on February 4, 2016, pursuant to Resolution No. 03-2016 (the “Master Resolution”), as supplemented by Resolution No. 04-2016 (together, the “2016 Bond Documents”), each adopted by the City Commission of the City on January 19, 2016, the City issued its Capital Improvement Revenue Bonds, Series 2016 (the “2016 Bonds”); and

WHEREAS, a portion of the 2016 Bonds (the “2016 CRA Project Portion”) were used to finance the cost of the design, installation and construction of a parking garage and related improvements within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2016 CRA Project”), and to pay costs of issuance allocable to the 2016 CRA Project Portion of the 2016 Bonds; and

WHEREAS, on May 11, 2022, pursuant to the Master Resolution, as supplemented by Resolution No. 02-2022 (together, the “2022 Bond Documents”), adopted by the City Commission of the City on April 19, 2022, the City issued its Capital Improvement Revenue Refunding Bonds, Series 2022 and its Taxable Capital Improvement Revenue Refunding Bonds, Series 2022 (together, the “2022 Bonds”); and

WHEREAS, a portion of the 2022 Bonds (the “2022 CRA Project Portion”) will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the “Beaumont Development Site within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2022 CRA Project”), and to pay costs of issuance allocable to the 2022 CRA Project Portion of the 2022 Bonds; and

WHEREAS, in connection with the issuance of the 2016 Bonds, the City and the Downtown CRA entered into an Amended and Restated Interlocal Agreement dated as of February 16, 2016 (the “Prior Interlocal Agreement”); and

WHEREAS, as a result of the issuance of the 2022 CRA Project Portion of the 2022 Bonds by the City on behalf of the Downtown CRA, the City and the Downtown CRA desire to amend and restate the Prior Interlocal Agreement in its entirety; and

WHEREAS, pursuant to the 2015B Note Documents, the 2015B Note is secured solely by the Covenant (as defined in the 2015B Note Documents) and the moneys budgeted and appropriated

pursuant thereto and deposited into the Debt Service Fund (as defined in the 2015B Note Documents), in the manner and to the extent provided in the 2015B Note Documents; and

WHEREAS, pursuant to the 2016 Bond Documents, the 2016 Bonds are payable solely from the Pledged Funds (as defined in the 2016 Bond Documents) and a backup covenant to budget and appropriate legally available Non-Ad Valorem Revenues (as defined in the 2016 Bond Documents) to the extent and as provided in the 2016 Bond Documents; and

WHEREAS, pursuant to the 2022 Bond Documents, the 2022 Bonds are payable solely from the Pledged Funds (as defined in the 2022 Bond Documents) and a backup covenant to budget and appropriate legally available Non-Ad Valorem Revenues (as defined in the 2022 Bond Documents) to the extent and as provided in the 2022 Bond Documents; and

WHEREAS, except with regard to the Downtown CRA's obligations pursuant to this Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Downtown CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Downtown CRA shall reimburse the City for all costs incurred by the City on behalf of the Downtown CRA in connection with the issuance of the 2015B Note (and any note issued to refund the 2015B Note for debt service savings), the 2016 CRA Project Portion of the 2016 Bonds (and any bonds issued to refund the 2016 CRA Project Portion of the 2016 Bonds for debt service savings), and the 2022 CRA Project Portion of the 2022 Bonds (and any bonds issued to refund the 2022 CRA Project Portion of the 2022 Bonds for debt service savings) as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Downtown CRA shall pay the same interest rate due on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Downtown CRA.

3. Financing.

A. The City's issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are authorized by and in accordance with the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, for the purpose of refinancing the 2004 CRA Project, financing the 2016 CRA Project, and financing the 2022 CRA Project Portion and for other lawful purposes authorized by the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively. The debt service on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Downtown CRA to the City to pay the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, the City has refinanced the cost of the 2004 CRA Project, financed the cost of the 2016 CRA Project, and financed the cost of the 2022 CRA Project through the issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, respectively, pursuant to the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, and if necessary due to the nature of such 2004 CRA Project, 2016 CRA Project and 2022 CRA Project, any amounts required to be rebated to the United States Treasury pursuant to the Internal Revenue Code of 1986, as amended, in order to preserve the exclusion of interest on the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds (as applicable), respectively, from the gross income of the recipients thereof for federal income taxation purposes.

C. Upon execution of this Agreement and thereafter immediately upon receipt, the Downtown CRA shall deposit or cause to be deposited tax increment revenues received by the Downtown CRA with the City in amounts sufficient to pay the following (collectively, the "CRA Obligations"):

(i) all principal, interest and any other amounts paid and not previously reimbursed by the Downtown CRA or payable each fiscal year on the 2015B Note (as provided in Exhibit A hereto), the 2016 CRA Project Portion of the 2016 Bonds (as provided in Exhibit B hereto), and the 2022 CRA Project Portion of the 2022 Bonds (as provided in Exhibit C hereto) pursuant to the 2015B Note Documents, 2016 Bond Documents, and 2022 Bond Documents, respectively, by reason of the issuance of the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds or necessary in order to preserve the exclusion of interest on the 2015B Note, the 2016 CRA Project

Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds (as applicable) from the gross income of the recipients thereof for federal income taxation purposes; and

(ii) all amounts necessary to reimburse the City for amounts advanced or expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof; and

(iii) in fiscal years ending September 30, 2031, September 30, 2032 and September 30, 2033, the Downtown CRA shall transfer to the City a certain amount of excess tax increment revenues which are to be set aside by the City in a designated escrow account to pay principal, interest and any other amounts due on the CRA Obligations. The amount of excess tax increment revenues to be transferred by the Downtown CRA to the City pursuant to the preceding sentence shall, in the aggregate for fiscal years 2031, 2032 and 2033, be not less than \$1,500,000 (without taking into account any interest earnings on amounts previously deposited). Interest earnings on amounts deposited into such escrow account shall be retained therein.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) through (iii) above shall survive the date on which the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are no longer due and owing under the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Downtown CRA hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Downtown CRA are not pledged in any manner to secure the CRA Obligations.

E. The Downtown CRA is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Downtown CRA will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(24), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Downtown CRA and the City shall be unconditionally and irrevocably obligated so long

as the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds are outstanding, and until the payment in full by the Downtown CRA of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement, the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents.

F. The Downtown CRA does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the 2015B Note Documents, the 2016 Bond Documents, the 2022 Bond Documents and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Prior Interlocal Agreement. The Prior Interlocal Agreement is hereby amended and restated in its entirety by this Agreement.

6. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

8. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9. City Commission Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2015B Note, the 2016 Bonds, or the 2022 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the City under or by reason of the obligations, covenants or agreements contained in this

Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2015B Note, the 2016 Bonds, and the 2022 Bonds on the part of the City.

10. Board Members of the Downtown CRA Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2015B Note, the 2016 Bonds, or the 2022 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Downtown CRA, past, present or future, either directly or through the Downtown CRA it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Downtown CRA under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Downtown CRA are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

11. Obligations Limited. By execution of this Agreement, the Downtown CRA hereby consents to all the provisions of the 2015B Note Documents, the 2016 Bond Documents, and 2022 Bond Documents as they pertain to the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds, respectively. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Downtown CRA or a pledge of the faith and credit of the Downtown CRA, but, such CRA Obligations shall be payable solely from the tax increment revenues to be received by the Downtown CRA pursuant to the Redevelopment Act. The Downtown CRA has no taxing power.

12. Eligibility to Receive Tax Increment Revenues. The Downtown CRA shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2015B Note, the 2016 CRA Project Portion of the 2016 Bonds, and the 2022 CRA Project Portion of the 2022 Bonds issued under the 2015B Note Documents, the 2016 Bond Documents, and the 2022 Bond Documents, respectively, are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: _____, 2022

CITY OF KISSIMMEE, FLORIDA

[Seal]

Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

City Clerk

City Attorney

[Seal]

THE CITY OF KISSIMMEE DOWNTOWN
COMMUNITY REDEVELOPMENT
AGENCY

ATTEST:

Chairman

Secretary

APPROVED AS TO FORM AND
CORRECTNESS:

Agency Attorney

ITEM 8.D

Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Kissimmee Professional Plaza, LLC

Request

Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Kissimmee Professional Plaza, LLC.

Explanation

One of the goals of the Vine Street Community Redevelopment Agency (CRA) is to use developer incentives to encourage private sector investment along the US 192 corridor, in turn increasing property values and economic opportunity.

In October 2021, the City Commission approved Kissimmee Operation Business Boost, which included the Pioneer Project Incentive Program (PIIP). PIIP provides assistance for mixed-used, residential or commercial projects based on factors, such as significant capital investment, job creation and construction of residential units. Staff evaluates each application and recommends approval of awards on a case by case basis using a TIF (Tax Increment Financing) analysis to ensure grant awards do not exceed anticipated investment returns.

Kissimmee Professional Plaza, LLC submitted a PIIP application for the redevelopment of an abandoned cinema, located at 1821 Armstrong Blvd, Kissimmee, FL 34741. This redevelopment is a state-of-the-art health care project that will include 40,000 SF of medical space consisting of a surgical center, primary care medical center, gastroenterology clinic, cardiovascular clinic, radiology center and lab services, that will contribute to the local economy by creating jobs and providing ambulatory health care services while meeting the health care needs of the community. The applicant is a successful developer, operating a similar health care facility in Orlando, located at 1111 South Semoran Blvd.

In addition to the services provided, the Kissimmee Professional Plaza, LLC will be involved in many community outreach programs, such as conducting health fairs, educational and health awareness programs, nutritional conferences, free health screening, vaccinations and lab draws.

Kissimmee Professional Plaza, LLC requested financial assistance in the amount of \$1 million to fund the design and development of a two-story building with a 200-space parking facility. The proposed project meets the PIIP Policy's definition of a Pioneer Project since it is a commercial project, that will:

1. Attract significant attention to the CRA district through the adaptive reuse of an abandoned and obsolete building into a state-of-the-art health care facility;
2. Create the opportunity for new jobs in the CRA district through the development of a surgical center, primary care medical center, gastroenterology clinic, cardiovascular clinic, radiology center, a laboratory for blood work and space for ancillary medical providers, such as physical therapy. The project is estimated to be a \$ 5 million investment and create over 30 new jobs, with a company average wage exceeding \$ 55, 000 (2021 = 137% Osceola County Average Wage).

Staff performed a TIF analysis to calculate the new annual tax increment generated from the proposed project projected out to 2035, using the square footage and current taxable value per square foot based on comparable properties in downtown Kissimmee. The subject property currently generates \$15,821 in tax increment annually. The TIF analysis resulted in an estimated total of \$980,001 to be generated from the property post-development during that time-period.

Therefore, staff recommends approving the award of a PPIP grant to Kissimmee Professional Plaza, LLC in the amount of \$300,000.

The attached agreement memorializes the grant award, responsibilities and commitments of the Vine Street CRA and Kissimmee Professional Plaza, LLC. The grant will be awarded on a reimbursement basis upon completion of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10725506-506393		Decrease	\$300,000	
10725508-508282		Increase	\$300,000	

Financial Summary:

The CRA budgets grant funds in the Aids to Private Organizations account, which currently does not have the budget in place to fund this request. A budget transfer in the amount of \$300,000 from the Infrastructure account to the Aids to Private Organizations account is necessary to fund this request.

Recommendation

Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Kissimmee Professional Plaza, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. VCRA PPIP Agreement Kissimmee Professional Plaza LLC-Signed
2. Armstrong Front Elevation
3. Armstrong Side Elevation
4. Armstrong Elevations
5. Armstrong Level 2 Layout (1)
6. Armstrong Level 2 Layout (2)
7. Armstrong Surgical Center Floorplan

8. Armstrong Typical Clinic Floorplan

**VINE STREET COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the **VINE STREET COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CRA**” and **KISSIMMEE PROFESSIONAL PLAZA, LLC**, hereinafter referred to as “**DEVELOPER**”

WITNESSETH:

WHEREAS, DEVELOPER currently operates a health care clinic in Orlando, FL and is committed to expanding its business in the Vine Street Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, the Plan, supports financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the “PPIP”) as a vehicle to help support those endeavors. The PPIP Policy is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, DEVELOPER has submitted a PPIP application for redevelopment of the former cinema into a state-of-the-art health care project that will include 40,000 SF of medical space consisting of a surgical center, primary care medical center, gastroenterology clinic, cardiovascular clinic, radiology center and lab services, that will contribute to the local economy by creating jobs and providing ambulatory health care services while meeting the health care needs of the community, located at 1821 Armstrong Blvd, Kissimmee, FL 34741 (the “Project”), attached hereto and incorporated herein as Exhibits “B” and “C”; and

WHEREAS, grant funds will be used for the design and development of a two-story building with a parking facility; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded a PPIP grant.

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. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	PPIP Policy
"B"	Kissimmee Professional Plaza, LLC PPIP Application
"C"	Project Description

3. **Term.** This Agreement shall commence on the above stated effective date and shall continue until DEVELOPER fulfills grant obligations, not to exceed five (5) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.

4. **Eligible Incentives.** DEVELOPER shall receive a PPIP grant in the amount of Three Hundred Thousand Dollars (\$300,000.00).

5. **Grant Conditions and DEVELOPER Obligations.**

- a. DEVELOPER agrees that all PPIP grant funding shall be used for the design and development of a 40,000 SF medical center located at 1821 Armstrong Blvd, Kissimmee, FL 34741. DEVELOPER agrees to develop a medical space consisting of a surgical center, primary care medical center, gastroenterology clinic, cardiovascular clinic, radiology center and lab services, that will

contribute to the local economy by creating jobs and providing ambulatory health care services while meeting the health care needs of the community.

- b. DEVELOPER agrees to follow the procedures outlined in the CRA's PPIP policy and acknowledges receipt thereof.
 - c. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.
 - d. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.
6. **CRA Obligations.** The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of \$300,000. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
7. **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: Vine Street Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

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

DEVELOPER: Kissimmee Professional Plaza, LLC

Attn: Dr. Seela Ramesh
2626 Teton Stone Run
Orlando, Florida 32828

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. CRA may terminate this Agreement immediately with Notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of Termination, DEVELOPER shall be required to reimburse the CRA 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 and all Exhibits hereto 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.
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.

(Signature page to follow)

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

CITY OF KISSIMMEE

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk

Seela Ramesh
Kissimmee Professional Plaza, LLC

Printed Name: SEELA RAMESH

Title: OWNER

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



VINE STREET COMMUNITY REDEVELOPMENT AGENCY PIONEER PROJECT INCENTIVE PROGRAM POLICY

The Vine Street Community Redevelopment Agency (CRA) Redevelopment Plan advises the use of developer incentives to attract private sector investment. The purpose of the Vine Street CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRAs that would otherwise not happen due to conditions outside of the developer's, the City's or the CRAs' ability to control or influence, such as, but not limited to exorbitant development impact fees by outside agencies or market conditions.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRAs and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A market rate or above residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attention to the CRA and/or fills an unmet need in the CRA. Qualified Targets Industry project are especially desirable.
- A mixed-use commercial and residential project achieving the standards above.

Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M

PPIP assistance includes one or any combination thereof of the following: *

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant- Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Projects with one or more of the following have a greater chance of being awarded:

- Maximum capital investment – Projects must demonstrate that the public investment committed to a project will leverage substantial private capital investment. A minimum investment ratio of 3:1, private to public investment, will be utilized for evaluation purposes. A greater leverage of private investment is desirable; however, meeting or exceeding the ratio threshold does not guarantee the request for assistance.
- Number of residential units- Development of 20 or more units in a standalone residential project or 10 or more units in a mixed-use project.
- Public-use facilities- park or parkette, tourism and visitation amenities, public meeting space, parking facilities, electric vehicle charging stations, streetscape improvements, public infrastructure improvements.
- Jobs created- The jobs must pay an average annual wage that is 115% of the Osceola County average wage. (2021: 115% = \$43,081).
- Connection with the CRA Redevelopment Plans- Fulfills one or more of the goals and objectives in the Plan or development of an opportunity site.

Eligibility Requirements

1. The applicant must clearly identify that there is a financial need for public investment in the project.
2. The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
3. Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
4. Properties must be current on their taxes, or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
5. If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
6. The applicant will be required to provide information related to their financial feasibility of the project, in order to assess financial risks and assess the level of public support requested by the applicant.
7. Assistance is available once per property, per a five-year period.
8. Applicants that have received any CRA funding for the two preceding years are ineligible.

Submittal Requirements and Approval Process

1. Contact CRA Manager Samia Singleton at samia.singleton@kissimmee.gov or 407-518-2587 to determine eligibility.
2. Submit the completed PPIP application with all supporting documentation. Incomplete applications will not be accepted. **SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.**
3. Staff will evaluate the application a to determine whether or not the project is eligible for assistance.
4. If the project is eligible, staff will perform a Tax Increment Funding (TIF) analysis of the project to determine the level of assistance the CRA will provide.
5. Once the TIF analysis is complete, the application and proposed CRA contribution will be included on the next City Commission agenda for the DKCRA Boards' recommendation. Applicants are encouraged to be present and prepared to discuss the project.
6. After the board meeting, staff will notify the applicant of their approval or denial in writing. No work can commence prior to receiving written notification to proceed (letter or email).
7. If the CRA approves the application, an agreement between all parties will be required and shall include all of the public and private commitments and payment reimbursement schedule.
8. For the duration of the improvements, the applicant shall post a sign, to be provided by the CRA, which indicates the project has been approved as a CRA pioneer project site.

EXHIBIT B



**VINE STREET COMMUNITY REDEVELOPMENT AGENCY (CRA)
PIONEER PROJECT INCENTIVE PROGRAM APPLICATION**

All applications will be considered on a case-by-case basis at the sole discretion of the Vine Street CRA.

APPLICATION FORM

(Please Print)

APPLICANT NAME:	Kissimmee Professional Plaza LLC		
CONTACT PERSON (if Corporation):	seela Ramesh		
ADDRESS:	2626 Teton Stone Run		
CITY:	Orlando	STATE:	FL
TELEPHONE:	407-456-3061	ZIP:	32828
EMAIL ADDRESS:	seelaramesh@yahoo.com		

APPLICANT BUSINESS STRUCTURE: (PLEASE CHECK ALL THAT APPLY)	
Sole proprietorship/Individual	☒
C-Corporation	☐
S-Corporation	☐
Limited Liability	☐

PROJECT SITE ADDRESS:		
ADDRESS:	1821 Armstrong Blvd	
CITY:	Kissimmee	STATE: FL
		ZIP: 34741
PROJECT SQ FT:	40000	
PARCEL ID:	17-25-29-1592-0001-0010	
BASE REAL PROPERTY VALUE:		
Most recent tax assessed value	\$ 1,617,550	YEAR: 2022

DOES THE APPLICANT OWN THE PROPERTY?

☒

YES

☐

NO

IF NOT:

A. PLEASE LIST THE OWNER(S) OF THE PROPERTY OR PROPERTIES ASSOCIATED WITH THIS APPLICATION AND ATTACH OWNERSHIP AUTHORIZATION.

B. DOES THE APPLICANT INTEND TO ACQUIRE THE PROPERTY?

BRIEF PROJECT DESCRIPTION (MAY INCLUDE DETAILED SUMMARY WITH THE CONSTRAINTS OR OBSTACLES IN DEVELOPING SITE, AS A SEPARATE ATTACHMENT):

The property is abandoned theater building . We are planning to completely renovate and build a Medical Center .
Pandemic has taken a toll on many businesses including health care. The rising cost of material may be an ostacle for the project
However with public and private partnership we will work hard to make this project a reality.

TOTAL ESTIMATED PRIVATE CAPITAL INVESTMENT FOR THE PROJECT.

Real property - construction value

\$ _____

Personal property (business) – only if known through a tenant lease or ownership

\$ _____

PLEASE LIST ALL PUBLIC INCENTIVE(S) REQUESTED WITH KNOWN OR ESTIMATED VALUE

Pioneer Project Incentive

VALUE

\$ 1,000,000.00

Economic development

\$ 63,200.00

\$ _____

\$ _____

\$ _____

TOTAL ESTIMATED VALUE OF ALL PUBLIC INCENTIVES:

\$ 1,632,000.00

DOES THE APPLICANT HAVE ALL THE PRIVATE MATCH FUNDING IN PLACE TO COMPLETE THIS PROJECT: YES OR NO

If No, please explain:

Yes

LIST PUBLIC BENEFITS AND QUANTIFY IF KNOWN:

This project will provide accessible and affordable ambulatory health care for many years .

DOCUMENT & INFORMATION CHECK LIST:

- ☒ Ownership authorization or Affidavit of Ownership
- ☒ Site plan, conceptual plan elevations, floor plans, estimates (Licensed Engineer, Licensed Architect)
- ☒ Preliminary Project Schedule
- ☒ Commercial description- office, retail tenant base of the project, units, square feet, target lease rate
- ☐ Residential description – number of units, market sales price, market lease rates, target buyer or lessee.
- ☒ Résumé of the developer or development team, related development experience, and financial statement
- ☒ Business and financial feasibility information for the proposed project:
 - Development Pro-Forma – development costs, sources and uses, cash flow analysis, debt coverage ratio, supportable debt and gap identification
 - Lease agreement if leasehold / land lease
 - Tenant commitments
 - Project financing – letters of intent from bank or lending institution
 - Ownership and equity positions

CERTIFICATION BY APPLICANT:

The applicant certifies that all the information in this application, and all information furnished in support of this application, is given for obtaining funds or other financial considerations from the Vine Street CRA, and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. Evidence of this authority must be attached.

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in confidence and used for no other purposes by the Vine Street CRA however, certain information provided is subject to Public Records Laws of the State of Florida. I have received and reviewed the program guidelines in this application package, prior to submitting this application.

SIGNATURE: _____

Samia Singleton

DATE: _____

05/08/2022

Please email any questions to samia.singleton@kissimmee.gov.

EXHIBIT C

Project Summary

Kissimmee Professional Plaza LLC

Kissimmee Professional Plaza will approximately have 40,000 sq feet of medical space with six subunits consisting of a Surgical center, Primary care medical center, Gastroenterology clinic, Cardiovascular clinic, Radiology center, Lab services etc.

This medical center will have state of the art facilities and equipment to help serve the community.

The medical center will treat patients with all insurances as well as Medicaid, under insured and uninsured patients, along with providing free transportation for the patients in need.

This center will serve as a focal point for many outpatient health care services including a surgical center to facilitate ambulatory patient care.

We plan and hope to add additional medical services in the future such as a dialysis center, adult day care and community centers for patients.

We are very confident that Kissimmee Professional Plaza will contribute to the local economy by creating jobs and importantly providing Ambulatory health care services while meeting the health care needs of the community under one roof for the future. Along with services provided we will also be involved in many community outreach programs such as conducting Health Fairs, educational programs, nutritional conferences and health awareness program to the community on a regular basis along with free health screening, vaccinations, lab draws etc.

Development costs:

Development costs are approximately 8 to 10 million dollars. The funding will be in part provided by down payment from our medical practices, bank financing, public support such as

Pioneer Project incentive program, City of Kissimmee's Economic Development Incentive program. The medical practices will be able to support monthly mortgage payments from the revenue generated from health care services. We are working with several banks who are very interested in financing the project

Uses of Funds from the incentive Programs:

All the funds that are received from incentive programs will be used for design, and development of the project. This includes building a two-story building with excellent parking facility. The site will bring life to the area while proving the state-of-the-art health care with a passion to serve the people of Kissimmee and Osceola.

The public funding will certainly help the project completion as the cost of construction has gone up substantially in recent months.

Developer Experience:

Developers Dr. Seela Ramesh and Dr. Suvarchala Dara has developed and are successfully running a similar health care clinic in Orlando Florida Since 2015. This site is located at 1111 South Semoran Blvd and includes Cardiology, Gastroenterology and Primary Care services. The proposed site at 1821 Armstrong Blvd. will also provide Primary Care, Cardiology, Gastroenterology, Radiology, Ambulatory surgical center and many more services. Dr. Seela Ramesh and Dr Suvarchala each have 50 percent equity in this project

Thank you for your consideration.

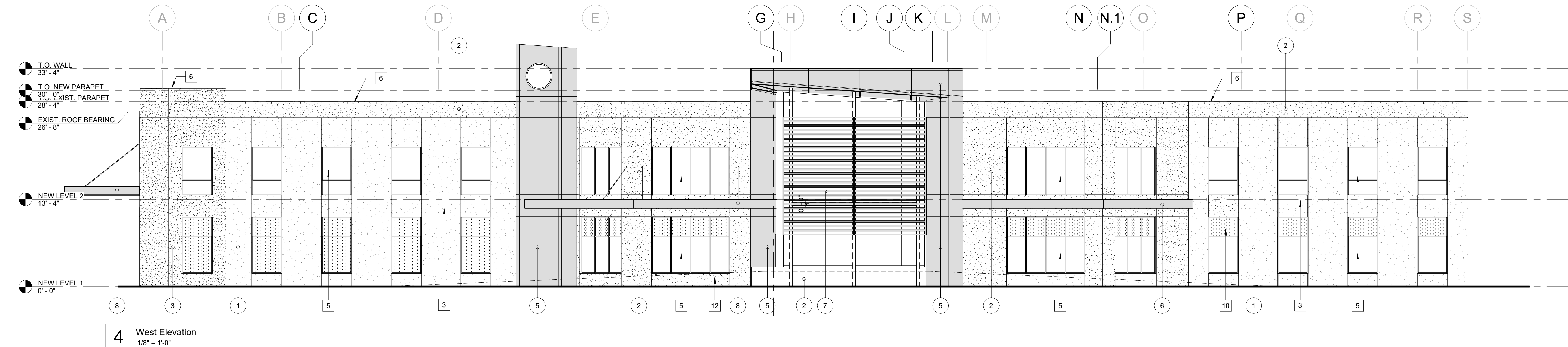
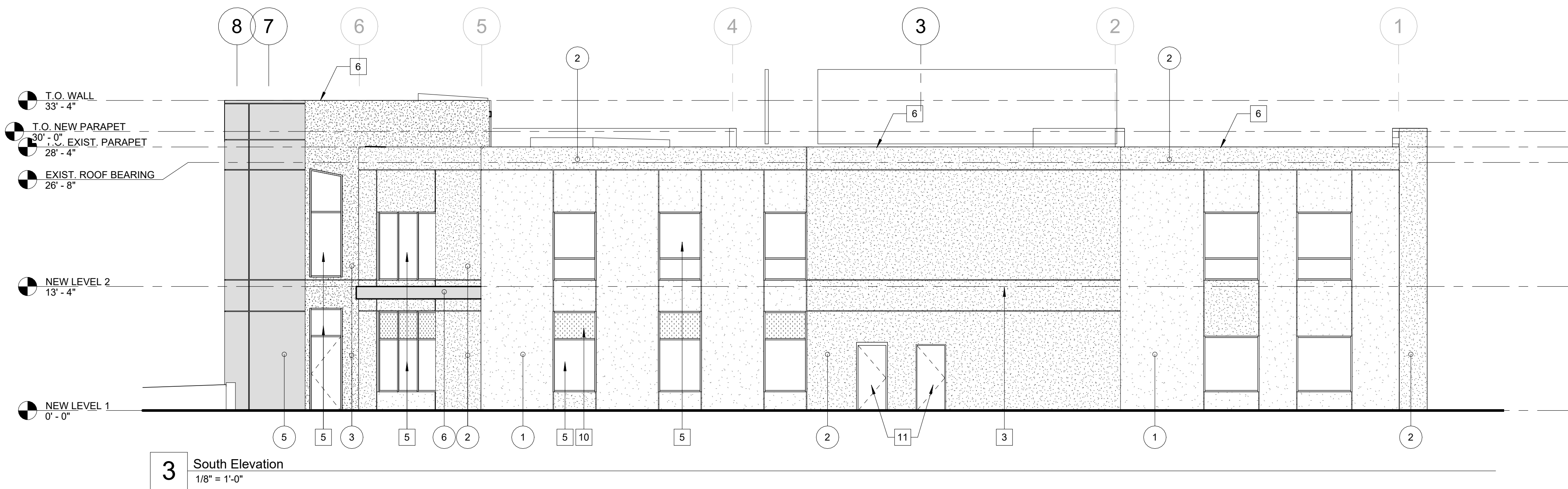
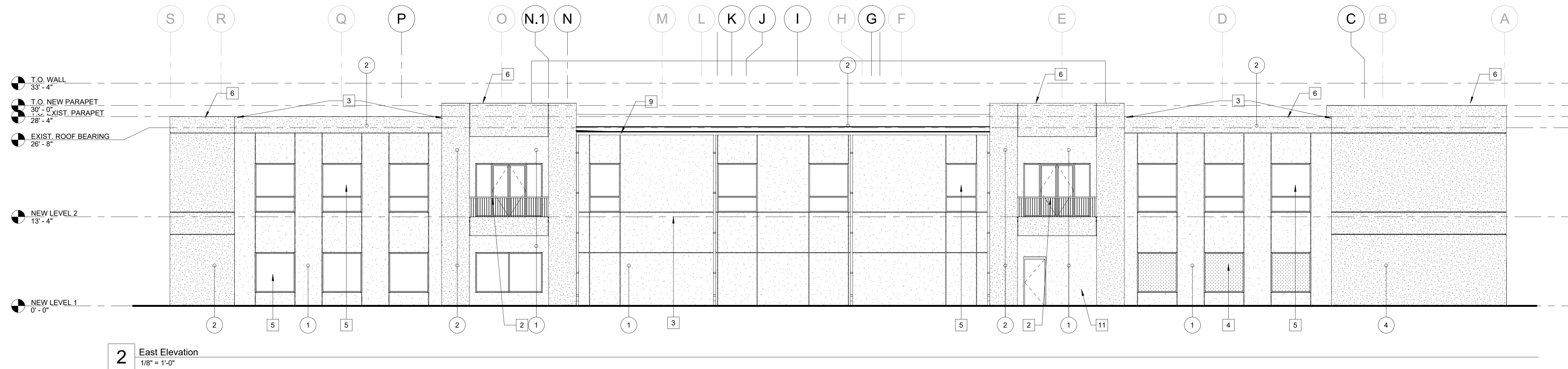
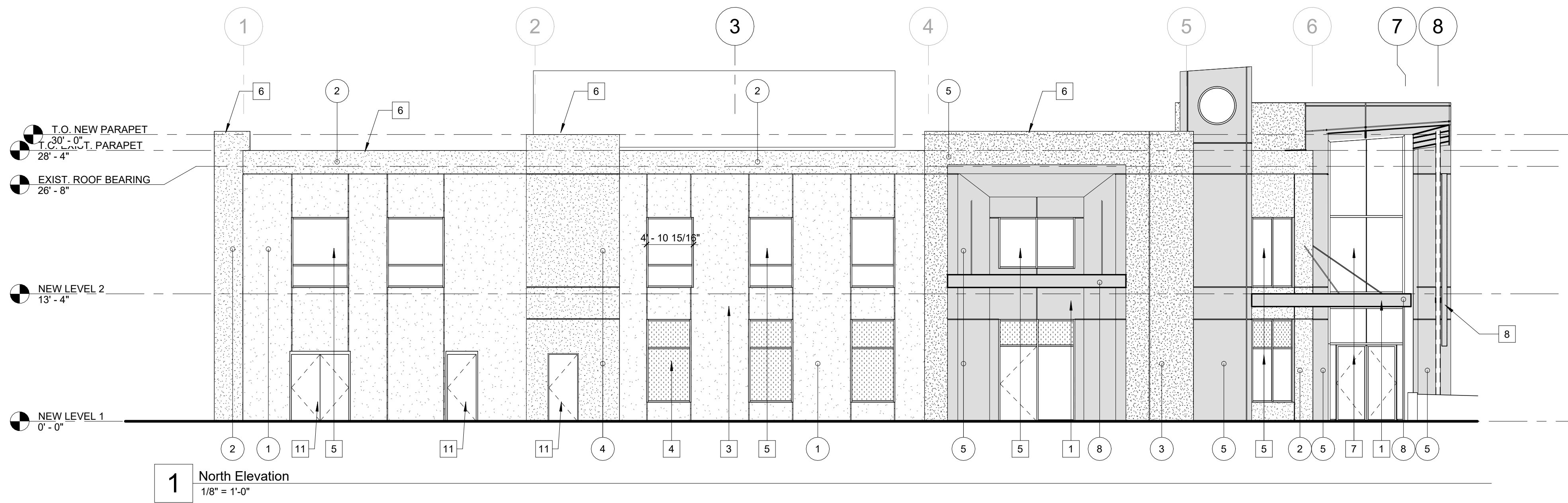
Sincerely,

Seela Ramesh

Suvarchala Dara







MATERIAL LEGEND	
	INDICATES PAINT ON STUCCO FINISH LOCATED OVER EXISTING AND NEW CMU WALL. REFER TO COLOR KEY NOTES FOR DETAILS.
	INDICATES PAINT ON 4" EIFS SYSTEM LOCATED OVER EXISTING AND NEW CMU WALL BUMP-OUTS. REFER TO COLOR KEY NOTES FOR DETAILS.
	INDICATED THE LOCATION OF THE ALUCOBOND 4MM ACM RAINSCREEN PANEL SYSTEM OVER EXISTING AND NEW CMU WALL.
	INDICATES THE ALUMINUM LOUVER SYSTEM ANCHORED TO THE STRUCTURAL STEEL. REFER TO STRUCTURAL DRAWINGS.

FINISH KEY NOTES	
1	PAINTED 7/8" STUCCO FINISH OVER NEW OR EXISTING MASONRY CONSTRUCTION. COLOR: LIGHT PAINT. EXACT COLOR TBD.
2	PAINTED 7/8" STUCCO FINISH OVER NEW OR EXISTING MASONRY CONSTRUCTION. COLOR: MEDIUM PAINT. EXACT COLOR TBD.
3	PAINTED 7/8" STUCCO FINISH OVER NEW OR EXISTING MASONRY CONSTRUCTION. COLOR: DARK PAINT. EXACT COLOR TBD.
4	4" EIFS FINISH SYSTEM OVER NEW OR EXISTING MASONRY CONSTRUCTION. COLOR: DARK PAINT. EXACT COLOR TBD.
5	ALUCOBOND 4MM ACM RAINSCREEN PANEL SYSTEM. COLOR: BRONZE. EXACT COLOR TBD.
6	ACM ACCENT BAND. COLOR: BRONZE. EXACT COLOR TBD.
7	PRE-ENGINEERED 6" DEEP VERTICAL TUBE BLADE SUNSHADE ATTACHED TO STRUCTURAL STEEL FRAMING. LOUVERS TO BE @ 30° BLADE ANGLE @ 8" SPACING. SUBMITT SHOW DWGS TO ARCHITECT FOR REVIEW. COLOR: BRONZE. EXACT COLOR TBD.
8	PRE-ENGINEERED METAL CANOPY. COLOR: BRONZE. EXACT COLOR TBD.

ELEVATION REFERENCED NOTES	
1	PRE-ENGINEERED ALUMINUM CANOPY. FINISH TO MATCH ACM PANEL FINISH.
2	ALUMINUM GUARD RAIL. FINISH TO MATCH ACM PANEL FINISH.
3	3/4" CHANNEL REVEAL TYP.
4	ALUMINUM VENER WINDOW PANEL SYSTEM.
5	ALUMINUM STOREFRONT SYSTEM.
6	PREFINISHED ALUMINUM CAP FLASHING. COLOR: TBD.
7	ALUMINUM 6" CURTAIN WALL SYSTEM.
8	ALUMINUM LOUVER SYSTEM.
9	NEW PREFINISHED BOX GUTTER AND DOWNSPOUTS.
10	INDICATES SPANDREL GLASS PANEL TO MATCH APPEARANCE OF CLEAR PANELS.
11	HOLLOW METAL DOORS.
12	GRADE LINE. SEE PLANS FOR RETAINING WALL LOCATIONS.

ELEVATION UNREFERENCED NOTES	
1	REFER TO BUILDING SECTIONS FOR ADDITIONAL INFORMATION.
2	ALL TRIM AND FLASHING TO MATCH ADJACENT PANEL OR CURTAINWALL COLOR AND FINISH.
3	PRE-ENGINEERED METAL CANOPIES TO MATCH CURTAINWALL AND STOREFRONT FINISH.
4	ACM PANELS TO MATCH STOREFRONT AND CURTAINWALL FINISH.
5	SUBMIT FINISH SAMPLES TO OWNER/ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO ORDER.



FARMER
ARCHITECTURE
Daniel H. Farmer, A.I.A.
License # AR10750
941 Lake Baldwin Lane
Orlando, FL 32814
t 321.441.3320

SEAL:

Daniel H. Farmer - AR10750
CONSULTANT:

PROJECT DESCRIPTION:
KISSIMMEE
PROFESSIONAL PLAZA
1821 ARMSTRONG BLVD KISSIMMEE, FL 34741

REVISIONS

PERMIT SET

DATE: 2.25.22
PROJECT: 20021
DRAWN BY: DT
CHECKED BY: DF

SHEET

A2.00
ELEVATIONS



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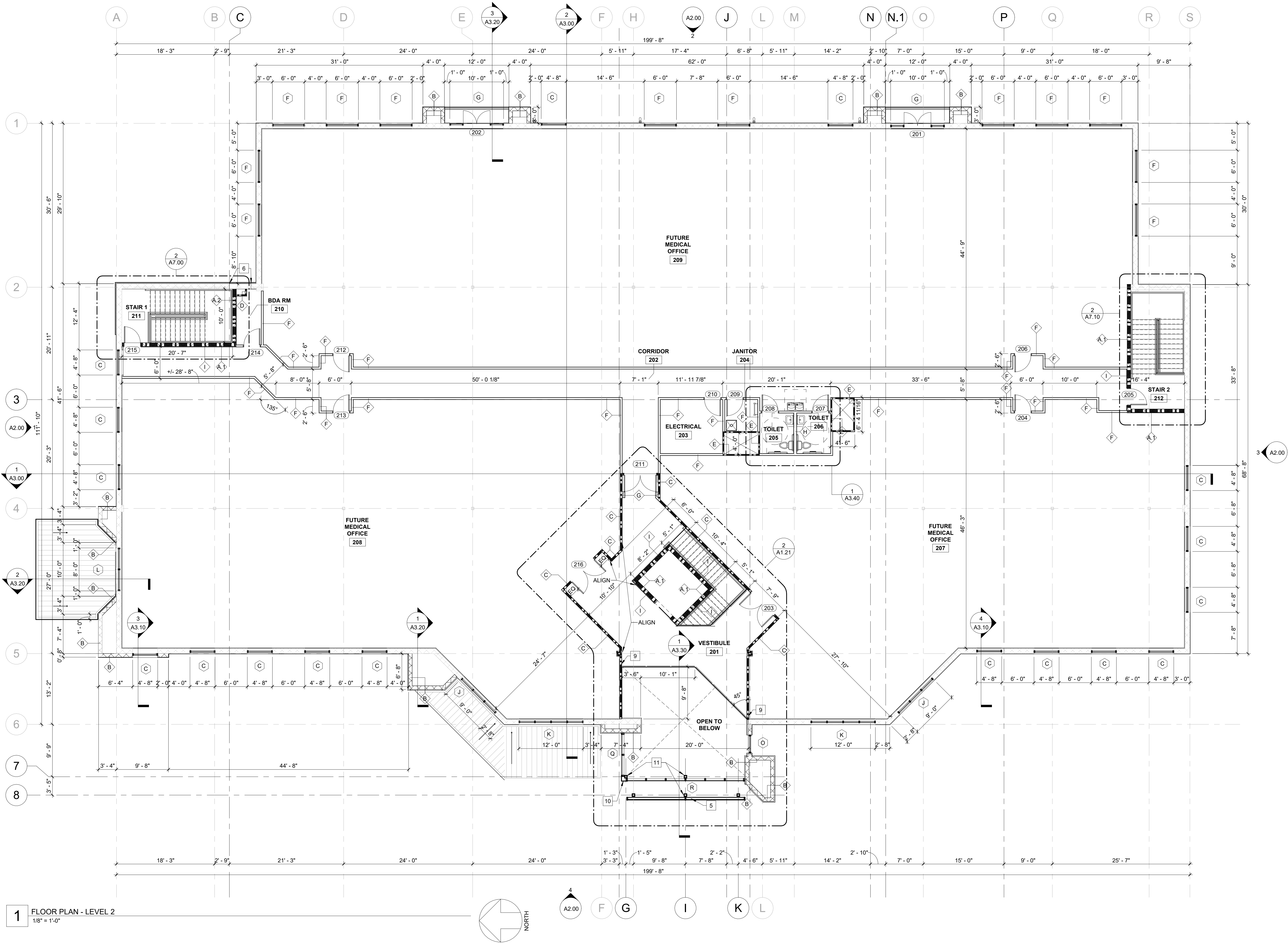
PROJECT DESCRIPTION:
KISSIMMEE
PROFESSIONAL PLAZA
1821 ARMSTRONG BLVD KISSIMMEE, FL 34741

REVISIONS

PERMIT SET

DATE: 2.25.22
PROJECT: 20021
DRAWN BY: DT
CHECKED BY: DF

SHEET
A1.12
FLOOR PLAN - LEVEL 2



1 FLOOR PLAN - LEVEL 2
1/8" = 1'-0"

FLOOR PLAN SYMBOL LEGEND	
	DETAIL REF.
	SECTION REFERENCE
	ELEVATION REFERENCE
	DOOR AND HARDWARE DESIGNATION SYMBOL: REFER TO DOOR SCHEDULE.
	INDICATES WALL TYPE. REFER TO PLAN AND WALL TYPES.
	WINDOW DESIGNATION SYMBOL. REFER TO WINDOW SCHEDULE.

WALL / PARTITION TYPES LEGEND	
	EXISTING 12" EXTERIOR MASONRY WALL TO REMAIN. CONTRACTOR TO VERIFY. SEE STRUCTURAL.
	NEW 8" 1-HOUR RATED MASONRY WALL CONSTRUCTION. SEAL ALL PENETRATIONS. REFER TO STRUCTURAL SHEETS, EXTERIOR ELEVATIONS, BUILDING SECTIONS AND PARTITION TYPES FOR DETAILS.
	NEW 8" CMU WALL. REFER TO STRUCTURAL SHEETS, EXTERIOR ELEVATIONS, BUILDING SECTIONS AND PARTITION TYPES FOR DETAILS.
	NEW 1-HOUR RATED GYP BD PARTITION CONSTRUCTED IN ACCORDANCE WITH UL DESIGN U465: 3 5/8" 20 GA MIN METAL STUDS AT 24" O.C. FROM FLOOR SLAB TO UNDERSIDE OF STRUCTURE. SEE INTERIOR PARTITION DETAILS AND UL DETAILS.
	NEW 2-HOUR RATED SHAFT WALL CONSTRUCTED IN ACCORDANCE WITH UL U415: 2 1/2" 20 GA MIN C-H STUDS AT 24" O.C. FORM FLOOR SLAB TO UNDERSIDE OF STRUCTURE. SEE INTERIOR PARTITION DETAILS AND UL DETAILS.
	NEW 1-HOUR RATED SHAFT WALL CONSTRUCTED IN ACCORDANCE WITH UL U415: 2 1/2" 20 GA MIN C-H STUDS AT 24" O.C. FORM FLOOR SLAB TO UNDERSIDE OF STRUCTURE. SEE INTERIOR PARTITION DETAILS AND UL DETAILS.
	NEW INTERIOR NON-RATED GYP BD PARTITION TO STRUCTURE: 3 5/8" 20 GA MIN MTL STUD AT 24" O.C FROM FLOOR SLAB TO UNDERSIDE OF STRUCTURE ABOVE. GC TO VERIFY WITH MTL STUD MANUFACTURER FOR REQUIRED GAUGE OF STUD. SEE INTERIOR PARTITION DETAILS.
	NEW INTERIOR GYP BD WALL FURRING: 2 1/2" MTL STUD FURRING FROM FLOOR SLAB TO 6" ABOVE CEILING. GC TO VERIFY WITH MTL STUD MANUFACTURER FOR REQUIRED GAUGE OF STUD. SEE INTERIOR PARTITION DETAILS. PROVIDE 2" RIGID INSULATION FULL HT. AT ALL EXTERIOR WALL FURRING LOCATIONS.
	NEW INTERIOR NON-RATED GYP BD PARTITION TO STRUCTURE: 6" 20 GA MIN MTL STUD AT 24" O.C FROM FLOOR SLAB TO UNDERSIDE OF STRUCTURE ABOVE. GC TO VERIFY WITH MTL STUD MANUFACTURER FOR REQUIRED GAUGE OF STUD. SEE INTERIOR PARTITION DETAILS.
	NEW INTERIOR GYP BD WALL FURRING: 7/8" MTL FURRING CHANNEL TO STRUCTURE. GC TO VERIFY WITH MTL STUD MANUFACTURER FOR REQUIRED GAUGE OF STUD. SEE INTERIOR PARTITION DETAILS.

FLOOR PLAN REFERENCED NOTES	
1	INFILL EXISTING OPENING WITH CONSTRUCTION TO MATCH EXISTING EXTERIOR WALL. REFER TO STRUCTURAL SHEETS FOR MORE INFORMATION.
2	8" CMU MASONRY OPEING INFILL. REFER TO STRUCURAL.
3	2 HR BDA EQUIPMENT CHASE TERMINATING ABOVE CEILING. SOFFIT AT CHASE TO BE BUILT IN ACCORDANCE WITH UL DETAIL: #U415 AS A 2 HOUR RATED PARTITION.
4	FIRE RISER. REFER TO FIRE PROTECTION DRAWINGS FURNISHED BY FIRE PROTECTION SUBCONTRACTOR FOR ROOM LAYOUT AND REQUIREMENTS. COORDINATE EXACT LOCATIONS WITH BUILDING FOUNDATINS.
5	PRE-ENGINEERED 6" DEEP ALUMINUM SUNSHADE VERTICAL LOUVER SYSTEM. SEE ELEVATIONS
6	EXISTING 12" CMU WALL MEETING PRESCRIPTIVE METHOD REQUIREMENTS OF 2-HOUR CONSTRUCTION. SEAL ALL PENETRATIONS.
7	1-HR EQUIPMENT CHASE TERMINATING ABOVE CEILING. SOFFIT AT CHASE TO BE BUILT IN ACCORDANCE WITH UL DETAIL: #U415 AS A 1-HOUR RATED PARTITION.
8	1-HOUR RATED COLUMN WRAP. REFER TO UL DESIGN DETAIL X528 FOR METHOD OF FIRE PROTECTION
9	PROVIDE BLOCKING IN WALL FOR GUARD RAIL ANCHOR
10	ALUMINUM CURTAINWALL CORNER ENCLOSURE TO MATCH CURTAINWALL FINISH. PROVIDE R-19 INSULATION IN CAVITY.
11	PAINTED EXPOSED STRUCTURAL COLUMNS AND BEAMS. COLOR: TBD
12	PROVIDE EXPANSION JOINT AT CONCRETE RETAINING WALL
13	CONCRETE RETAINING WALL. COORDINATE HEIGHT TO FOLLOW CIVIL GRADE. REFER TO CIVIL SHEETS.



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SEAL:

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CONSULTANT:

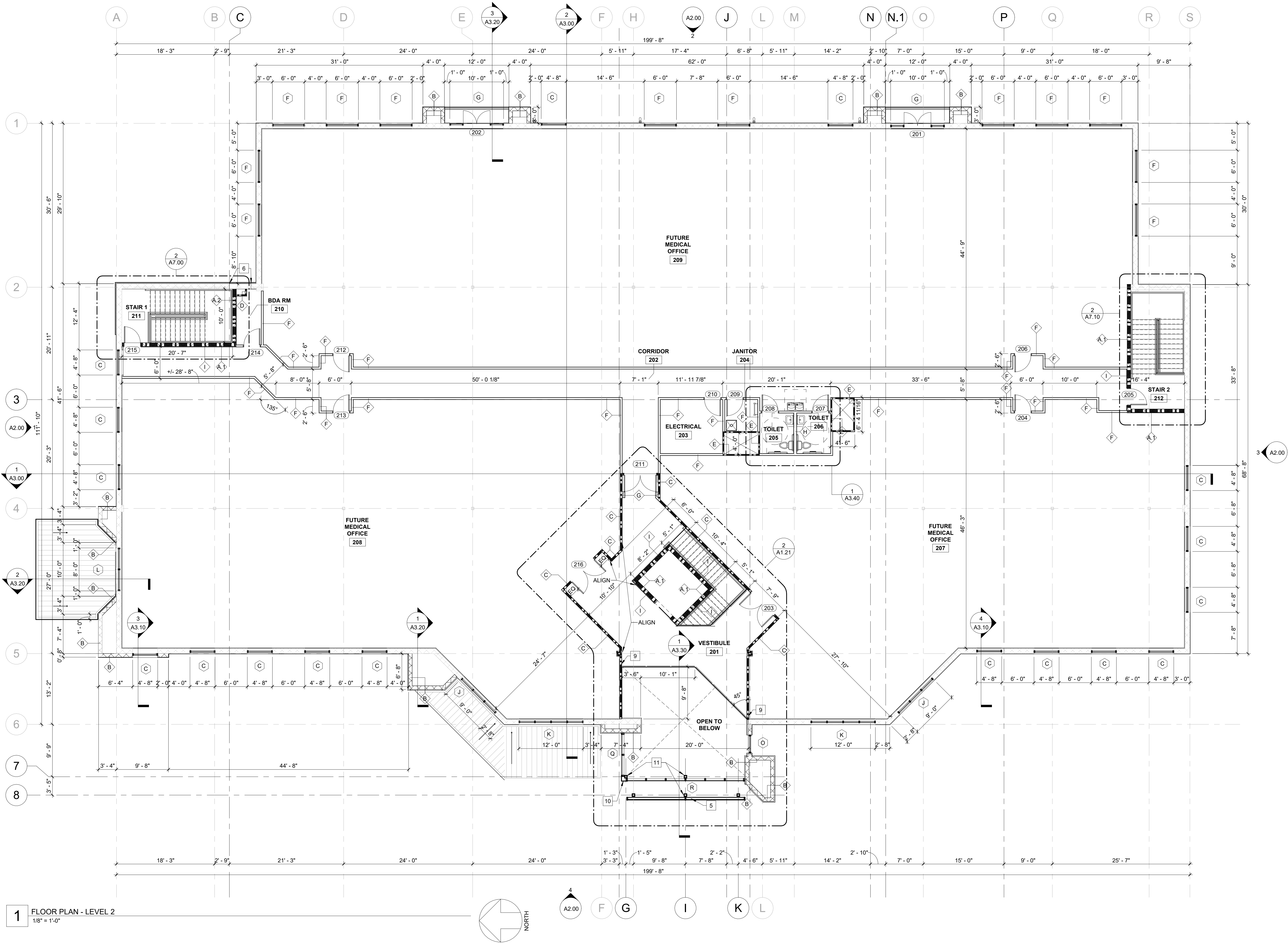
PROJECT DESCRIPTION:
KISSIMMEE
PROFESSIONAL PLAZA
1821 ARMSTRONG BLVD KISSIMMEE, FL 34741

REVISIONS

PERMIT SET

DATE: 2.25.22
PROJECT: 20021
DRAWN BY: DT
CHECKED BY: DF

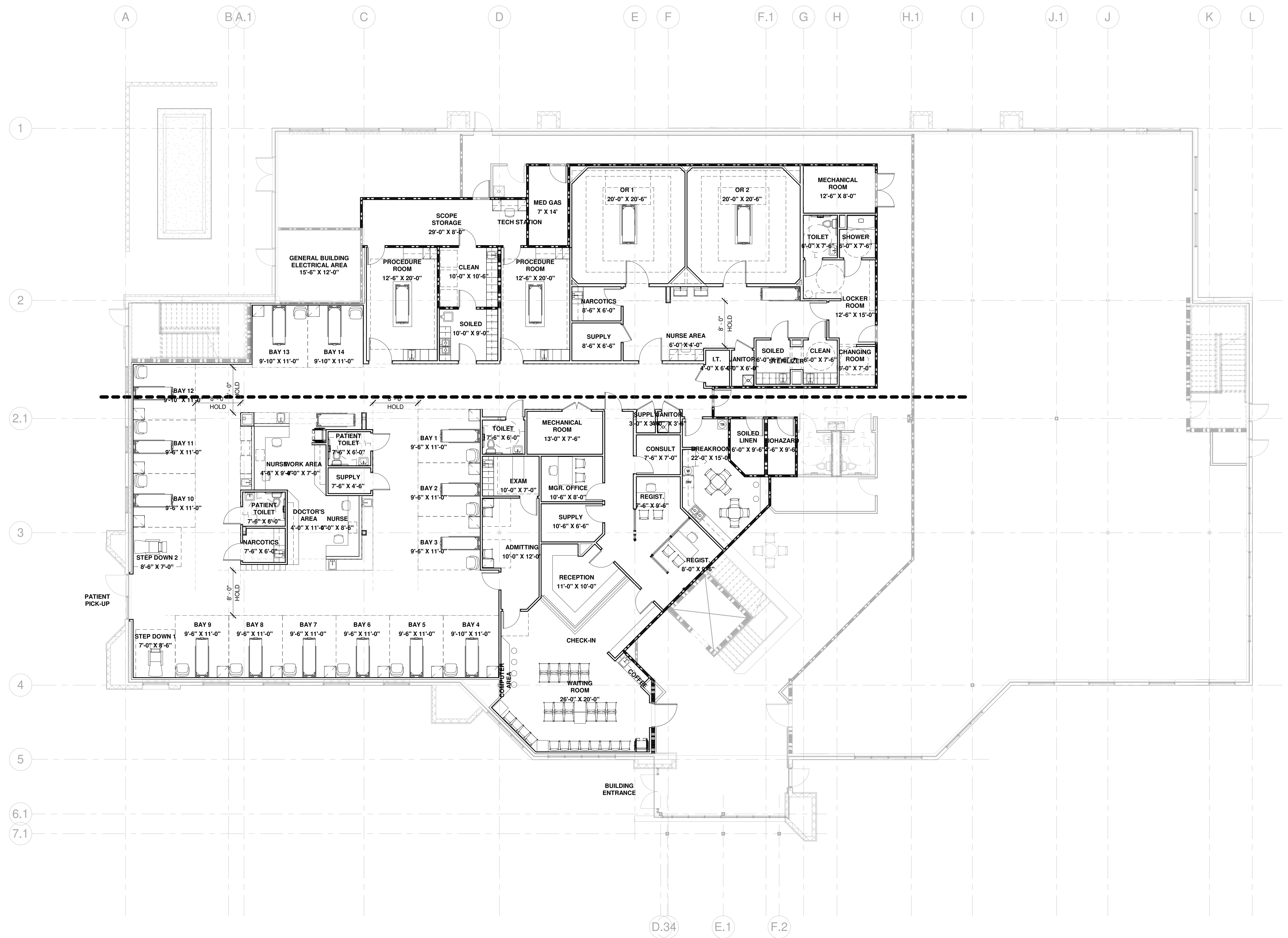
A1.12
FLOOR PLAN - LEVEL 2



FLOOR PLAN SYMBOL LEGEND	
	DETAIL REF.
	SECTION REFERENCE
	ELEVATION REFERENCE
	DOOR AND HARDWARE DESIGNATION SYMBOL: REFER TO DOOR SCHEDULE.
	INDICATES WALL TYPE. REFER TO PLAN AND WALL TYPES.
	WINDOW DESIGNATION SYMBOL. REFER TO WINDOW SCHEDULE.

WALL / PARTITION TYPES LEGEND	
	EXISTING 12\"/>
	NEW 8\"/>
	NEW 1-HOUR RATED GYP. BD PARTITION CONSTRUCTED IN ACCORDANCE WITH UL DESIGN U465: 3 5/8\"/>
	NEW 2-HOUR RATED SHAFT WALL CONSTRUCTED IN ACCORDANCE WITH UL U415: 2 1/2\"/>
	NEW 1-HOUR RATED SHAFT WALL CONSTRUCTED IN ACCORDANCE WITH UL U415: 2 1/2\"/>
	NEW INTERIOR NON-RATED GYP BD PARTITION TO STRUCTURE: 3 5/8\"/>
	NEW INTERIOR GYP BD WALL FURRING: 2 1/2\"/>
	NEW INTERIOR NON-RATED GYP BD PARTITION TO STRUCTURE: 6\"/>
	NEW INTERIOR GYP BD WALL FURRING: 7/8\"/>

FLOOR PLAN REFERENCED NOTES	
1	INFILL EXISTING OPENING WITH CONSTRUCTION TO MATCH EXISTING EXTERIOR WALL. REFER TO STRUCTURAL SHEETS FOR MORE INFORMATION.
2	8\"/>
3	2 HR BDA EQUIPMENT CHASE TERMINATING ABOVE CEILING. SOFFIT AT CHASE TO BE BUILT IN ACCORDANCE WITH UL DETAIL: #U415 AS A 2 HOUR RATED PARTITION.
4	FIRE RISER. REFER TO FIRE PROTECTION DRAWINGS FURNISHED BY FIRE PROTECTION SUBCONTRACTOR FOR ROOM LAYOUT AND REQUIREMENTS. COORDINATE EXACT LOCATIONS WITH BUILDING FOUNDATIONS.
5	PRE-ENGINEERED 6\"/>
6	EXISTING 12\"/>
7	1-HR EQUIPMENT CHASE TERMINATING ABOVE CEILING. SOFFIT AT CHASE TO BE BUILT IN ACCORDANCE WITH UL DETAIL: #U415 AS A 1-HOUR RATED PARTITION.
8	1-HOUR RATED COLUMN WRAP. REFER TO UL DESIGN DETAIL X528 FOR METHOD OF FIRE PROTECTION
9	PROVIDE BLOCKING IN WALL FOR GUARD RAIL ANCHOR
10	ALUMINUM CURTAINWALL CORNER ENCLOSURE TO MATCH CURTAINWALL FINISH. PROVIDE R-19 INSULATION IN CAVITY.
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13	CONCRETE RETAINING WALL. COORDINATE HEIGHT TO FOLLOW CIVIL GRADE. REFER TO CIVIL SHEETS.





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SEAL:

Daniel H. Farmer - AR10750
CONSULTANT:

PROJECT DESCRIPTION:
RAMESH MOB KISSIMMEE

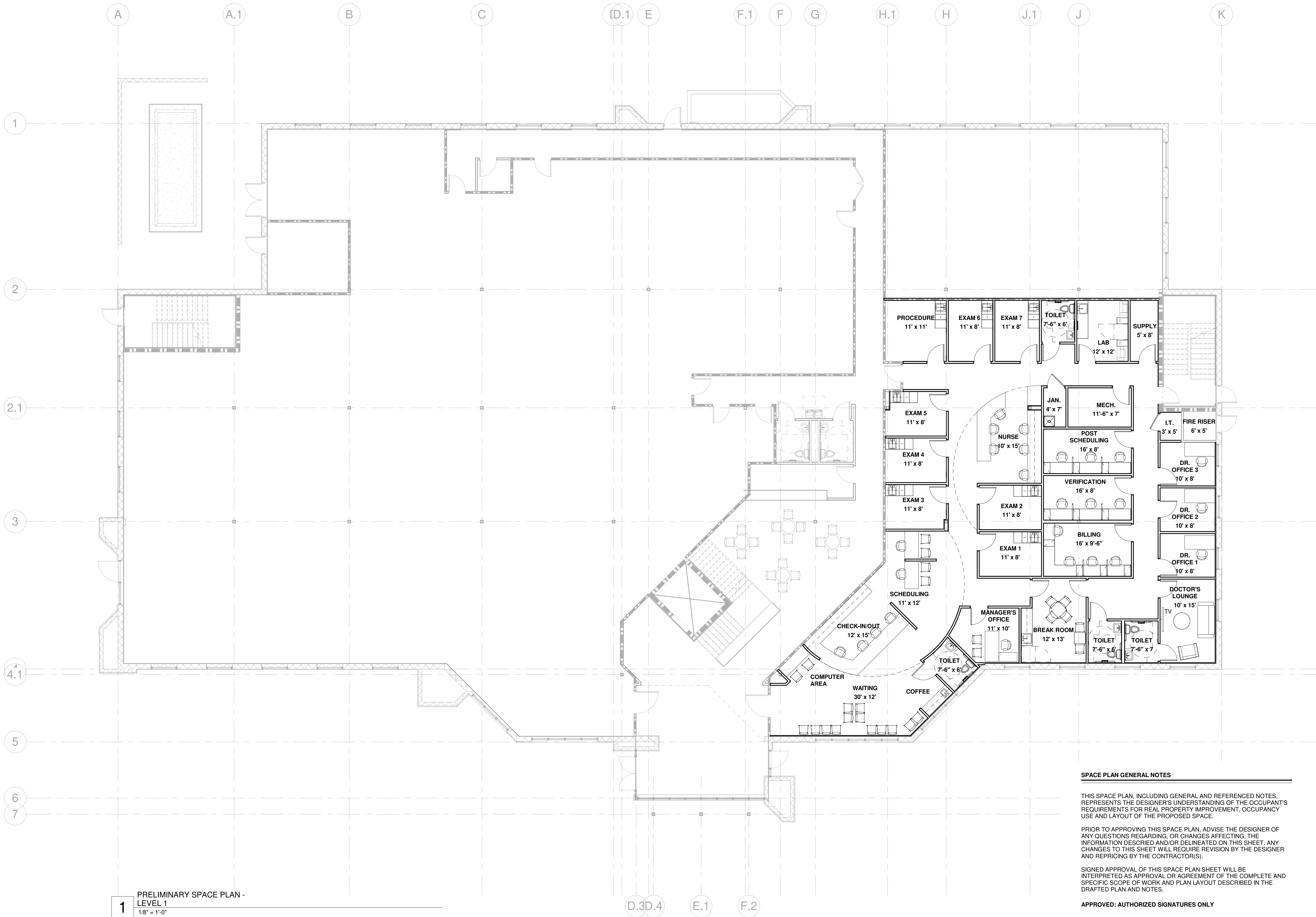
1821 ARMSTRONG BLVD KISSIMMEE, FL 34741

REVISIONS

PRELIMINARY

DATE: 08/20/2021
PROJECT: 20021
DRAWN BY: JG
CHECKED BY: DF
SHEET

PSP-D
PRELIMINARY SPACE PLAN
- LEVEL 1



1 PRELIMINARY SPACE PLAN -
LEVEL 1
1/8" = 1'-0"

SPACE PLAN GENERAL NOTES

THIS SPACE PLAN, INCLUDING GENERAL AND REFERENCED NOTES, REPRESENTS THE DESIGNER'S UNDERSTANDING OF THE OCCUPANT'S REQUIREMENTS FOR REAL PROPERTY IMPROVEMENT, OCCUPANCY USE AND LAYOUT OF THE PROPOSED SPACE.

PRIOR TO APPROVING THIS SPACE PLAN, ADVISE THE DESIGNER OF ANY QUESTIONS REGARDING, OR CHANGES AFFECTING, THE INFORMATION DESCRIBED AND/OR DELINEATED ON THIS SHEET. ANY CHANGES TO THIS SHEET WILL REQUIRE REVISION BY THE DESIGNER AND REPRICING BY THE CONTRACTOR(S).

SIGNED APPROVAL OF THIS SPACE PLAN SHEET WILL BE INTERPRETED AS APPROVAL OR AGREEMENT OF THE COMPLETE AND SPECIFIC SCOPE OF WORK AND PLAN LAYOUT DESCRIBED IN THE DRAFTED PLAN AND NOTES.

APPROVED: AUTHORIZED SIGNATURES ONLY

OCCUPANT: _____ DATE: _____

OWNER: _____ DATE: _____

ITEM 8.E

Approval of additional products and services from Artistic Holiday Designs in the amount of \$2,914 for the 2022 holiday decorations.

Request

Approval of additional products and services from Artistic Holiday Designs in the amount of \$2,914 for the 2022 holiday decorations.

Explanation

In 2021, following the completion of a formal solicitation process, the Downtown Kissimmee Community Redevelopment Agency (CRA) and the City entered into a three-year contract with Artistic Holiday Designs for the design and installation of new holiday lighting in downtown Kissimmee. Artistic Holidays Designs (AHD), is a Florida-based vendor who has provided designs for Lake Eola, Downtown Orlando and Orlando City Hall.

Staff completed a post-holiday season debrief of the design and installation of the lighting to identify areas of strengths and weaknesses. Staff determined opportunities existed to expand the design, further enhancing the holiday landscape.

Therefore, in addition to the lights, the following will be added to the holiday design:

- Garland and bows will be installed on all lamp posts on Broadway, from Neptune Road to Stewart Avenue.
- Spotlights will be added to the archway at Main Street and US 192.

This addition to the holiday design will further the CRA's and Commission's goal to create a sense of place and create a holiday destination for residents and visitors alike.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-504444		Decrease		\$10,000
10610503-504444		Decrease		\$42,914

Financial Summary:

The current budget for the project is \$50,000, with \$10,000 in funds coming out of the Parks and Recreation budget and \$40,000 in funds coming out of the Downtown Kissimmee CRA Budget. The CRA will fund the additional cost of \$2,914.

Recommendation

Approval of additional products and services from Artistic Holiday Designs in the amount of \$2,914 for the 2022 holiday decorations.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. Artistic Holiday Designs Billing Statement Additional Product 2022
2. Artistic Holiday Designs Billing Statement Additional Services 2022

Artistic Holiday Designs	Contract No.	107317
	Contract Date:	6/28/2022
Seller Address: 4417 SE 16th Place, Unit 13 Cape Coral FL 33904 708-223-8506 www.ArtisticHolidayDesigns.com Derek Norwood derekn@ArtisticHolidayDesigns.com	Contact:	Accounting Department City of Kissimmee
	Buyer Address:	101 N Church Street, Second Floor Kissimmee, FL 34741
	Phone:	407-518-2587
	E-mail:	samia.singleton@kissimmee.gov
	Fax:	

Delivery Point: AHD Florida, Connor Graham 4280 Church St, Ste. 1556 Sanford, FL 32771	Shipping Method:	Truck
	Shipping Terms:	Inviced
	Delivery Date:	TBD
	Install Address:	Kissimmee, FL 34741

Notes	Reference #	Description	Quantity	Unit Price	Total Price
		Garland - Unlit	40	\$ 33.49	\$ 1,339.60
		Red Bow	20	\$ 7.62	\$ 152.40
		Move mini lights from W Emmett Street to Civic Center and Ruby Plaza			No Charge
		Outdoor Flood Lights Added to Historic Sign	2	\$	300.00
Due to issues from 2021.		Upgrade All Mini Lights to Coaxial Connection Mini Lights			No Charge
Subtotal					\$ 1,792.00
No Tax: Lease					\$ -
Shipping included with Field Service Billing Contract 107317-FS					\$ -
TOTAL DUE					\$ 1,792.00

Broadway every other pole - 20 total. Quantity is priced 2 pieces per pole. Total of 40 pieces of garland. Total 20 red bows on every other pole.

Due Upon Acceptance	\$ 1,792.00

Payment Method:
Check/Bank Information
ACH Payment to:
Artistic Holiday Designs LLC
Routing: 263191387
Account: 1100023303424

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR]

(b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:Signature:



Holiday Creations Pro, Inc.

Contract No. 107317-FS
Contract Date: 6/28/2022

Seller Address:
 20 Henderson Ave.
 Joliet, IL 60432
 708-223-8506
www.hclights.com
 Derek Norwood
derekn@hclights.com

Contact: Accounting Department
 City of Kissimmee
Buyer Address: 101 N Church Street, Second Floor
 Kissimmee, FL 34741
Phone: 407-518-2587
E-mail: samia.singleton@kissimmee.gov
Fax:

Delivery Point:
 AHD Florida, Connor Graham
 4280 Church St, Ste. 1556
 Sanford, FL 32771

Shipping Method: Truck
Shipping Terms: Invoiced
Install Date: TBD
Install Address: Kissimmee, FL 34741

Notes	Reference #	Description	Quantity	Unit Price	Total Price
	Field Services	Installation/Service	20	\$ 17.88	\$ 357.60
		Removal/Storage	20	\$ 10.73	\$ 214.60
		Shipping	1	\$ 550.00	\$ 550.00
Invoice Subtotal					\$ 1,122.20
TOTAL DUE					\$ 1,122.20

Due Upon Acceptance	\$ 1,122.20

Payment Method:
 Check/Bank Information
 ACH Payment to:
 Holiday Creations Pro, Inc.
 Routing: 263191387
 Account: 1100023304021

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR]

(b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:Signature:

ITEM 8.F

Annual Advisory Board Appointments and Vacancies

Request

The Commission is requested to replace a Historic Preservation Board member whose term expires May 31, 2022 and also make an appointment to fill a vacancy due to the death of a member of the same Board.

Explanation

The remaining appointment that was due to expire on May 31, 2022 is on the following board:

Historic Preservation Board

In addition to the expiring term, we were notified 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 to fill vacancies on the Historic Preservation Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. Appointments by Seat 7-19-2022 For Agenda
2. (2022) 07-07-2022 HPB Kimberly Murray Application - (City Resident)

APPOINTMENTS BY SEAT

DATE: July 19, 2022

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
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 07/05/2022 08/02/2022	NO
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 07/19/2022	No (Deceased)

Derek Negron

From: notifications@zohoforms.com
Sent: Thursday, July 7, 2022 1:33 PM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Kimberly Murray
Attachments: resume.docx; AdvisoryBoardMemberApplication.pdf

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

A new advisory board application for Kimberly Murray has been submitted. The application has requested to serve on the following boards: (1) Historic Preservation Board and (2) Historic Preservation Board.

Name	: Kimberly, Murray
Address	: 3190 Hanging Moss Circle, Kissimmee, FL, 34741, United States
Phone	: 614.374.8022
Alternate Phone	:
Email	: kcmurray1114@yahoo.com
Name of Employer	: Osceola History
Employer City	: Kissimmee
Business Phone	: 407.396.8644
Please select an alternate advisory board you wish to serve on.	: Historic Preservation Board
Please select the primary advisory board you wish to serve on.	: Historic Preservation Board
Are you a resident of the City of Kissimmee?	: Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee?	: Yes, I own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	: Vice-Chair, Early Learning Coalition (current)
Do you have any special skills or certifications?	:
Are you a member of any of the following minority groups?	: American Woman
Are you physically disabled?	: No, I am not physically disabled.
Please attach your resume or proof of qualification and/or licenses.	: resume.docx

City of Kissimmee Advisory Board Member Application

Name *

Kimberly

First

Murray

Last

Address *

3190 Hanging Moss Circle

Street Address

Kissimmee

City

FL

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

614.374.8022

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

kcmurray1114@yahoo.com

Name of Employer *

Osceola History

Employer City

Kissimmee

Business Phone

407.396.8644

Please select an alternate advisory board you wish to serve on. *

Historic Preservation Board

Please select the primary advisory board you wish to serve on. *

Historic Preservation Board

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☒ Yes, I own or operate a business in Kissimmee.
- ☐ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Vice-Chair, Early Learning Coalition (current)

Do you have any special skills or certifications?

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☒ American Woman
- ☐ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.

 resume.docx

PROFESSIONAL CAREER EXPERIENCE

Osceola County Historical Society

2018-present

A 70-year old nonprofit organization that currently supports three locations, an outdoor pioneer village, an indoor welcome center and nature museum and a research center with a budget of \$500,000.

Executive Director

Reporting to the President of the Board, provide oversight to an organization in transition due to financial challenges. Applying strong organizational and procedural skills to governance, finance, staffing, operations, maintenance, and community relations.

- Created balanced financial picture following years of poor record keeping and fiscal management.
- Development and implemented policies for consistent procedure.
- Established staffing standards, job descriptions and defined expectations.
- Encouraged defined roles for Board of Directors and staff for compatible management.

North Oaks Home Owners Association

2014-2017

An 1800+ household association representing a unique community of private roads, facilities and homes. 2017 budget \$2M.

Executive Director

Reporting to the President of the Board, assumed the role of the first (after a false start with another ED) Executive Director of a Board transitioning from being a working Board to being a governing Board. Worked closely with various Directors to oversee maintenance and program functions, coordinate Director activities and organize Board actions, and initiate appropriate governance activities to generate consistent responses to situations.

- Drove improvements in communications tools and incorporation of a new branding model.
- Redefined financial reporting to align with operations and capital and promoted transparent reports.
- Established operating policies and procedures as well as overseeing governance strategies.
- Worked with consultants to complete first ever strategic plan for the association.

AHA! A Hands-on Adventure, A Children's Museum (Lancaster, OH)

2008-2013

A start-up, non-profit children's museum focused on learning through discovery, exploration, engagement and play focused on young children. 2013 Budget \$250K.

Executive Director

Reported to the President of the Board, hired to open a new facility. Oversaw all museum functions including board development, fundraising, budgeting, fiscal and strategic planning, human resources, marketing, facilities, program development, outreach and community relationships.

- Drove consistent growth of the museum exceeding attendance goals by 10% annually.
- Produced two major fundraising events accounting for 30% of annual budget.
- Achieved strategic planning goals on time for five year anniversary.
- Built staff from zero to six direct reports.

- Responsible for all fiscal oversight, establishment of budget, and financial reporting systems.
- Set the stage for the building of a new, larger museum with a capital budget of \$1M.

Art & Clay on Main (Lancaster, OH)

2010-2012

An \$800k non-profit retail ceramics facility and art studio developed as a project of the Fairfield County Board of Developmental Disabilities. Conceived as a unique, inclusive setting where persons with and without disabilities could create, learn, teach, work and sell their art.

General Manager

Reporting to the Director of Adult Services and Superintendent of the County Board, supervised a staff office. Responsible for re-opening of the business, securing/contracting for supplies and art sales, providing oversight for artistic processes and establishing arts programs for persons with and without disabilities.

- Led the development and launch of a one-of-a-kind inclusive facility for artistic of all abilities.
- Developed art classes and events, increasing participation and diversity of revenue by 25%.
- Assimilated structured art studio for persons with disabilities into mainstream activities.
- Facility recognized for spearheading economic development in the historic downtown district.

VSA Arts of Ohio (formerly Very Special Arts Ohio (Columbus, OH)

2003-2007

A \$250K non-profit affiliate of the national network of state organizations, now associated with the Kennedy Center for the Arts. The affiliate served persons with disabilities through the arts through statewide initiatives.

Executive Director

Reporting to the President of the Board, assumed the role of ED at a time when the organization was positioned for regrowth and realignment of programming. Initiated a diversity of funding streams; reorganized staff; rejuvenated Board participation. Oversaw all marketing, communications and grant management.

- Created and oversaw presentation of professional development opportunities and workshops.
- Established a renewed reputation for accountability and responsibility.
- Quadrupled revenue for the organization over three years.
- Increased participation in the organization's programs by 25%.
- Led the development of first statewide survey of arts activities for persons with disabilities.

OTHER CAREER EXPERIENCE

1993-2003

Ohio Alliance for Arts Education (Columbus, OH) – Coordinator, Ohio Arts Education Assessment Project

Volunteers of America (Columbus, OH) – Education Coordinator, Homeless Shelter

Brain Injury Association (Pompano Beach, FL) – Senior Information and Resources Specialist

Palm Beach County Library (Delray Beach, FL) – Children's Library/Circulation Associate

Coral Springs Medical Center (Coral Springs, FL) – Emergency Department Registrar

1981-1989

Grand Valley School District (Orwell, OH) – Middle School Teacher, Learning Disabilities

EDUCATION

BS Education – Ohio University (Athens, OH) 1981

MS Human Services Management – Franklin University (Columbus, OH) 2002

ITEM 9.A
CITY MANAGER

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 9.B
CITY ATTORNEY

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 9.C
CITY COMMISSION

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None