



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 7, 2023 AT 6:00 PM**

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

- 3.A Donation of Nord Truck Equipment
- 3.B Proclamation-African American History Month
- 3.C Swearing In of New Firefighters
- 3.D Employee of the Month for February

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - First Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

- 7.A Approval of City Commission Minutes from the January 17, 2023 meeting
- 7.B Agreement with EnRange, Inc. for Public Safety Training Center lead mitigation services
- 7.C Approval to Accept financial assistance from the Florida Urban and Community Farming Pilot Program Grant for a Community Garden
- 7.D Approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech

- 7.E First Amendment to Agreement for Professional Services with RS&H, Inc. for the Woodside Drainage Improvement Project
- 7.F Purchase of New Rescue Unit (Rescue 16) and Transfer of Funds
- 7.G Approval of the Third Amendment to the Tapestry Annexation, Planning, and Development Agreement
- 7.H First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement (110 N. Palm Avenue)
- 7.I Amend Rates & Charges Policy for Kissimmee Gateway Airport
- 7.J 2023 EMS Awards Grant
- 7.K Approval of a Permanent Right-of-Way Easement between the Mexican Market & Restaurant, Inc. and the City of Kissimmee
- 7.L Additional State Housing Initiatives Partnership (SHIP) Funding for the Fiscal Year 2022-2023
- 7.M Federally Funded Public Assistance State Agreement – Hurricane Ian
- 7.N Continuing Consultant Agreements for Airport Engineering and Planning
- 7.O License Agreement with Osceola County for Intelligent Transportation System (ITS) Fiber Interconnect

8. DISCUSSION ITEMS

- 8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A**Donation of Nord Truck Equipment****Request**

Presentation by Mr. Jay Wheeler, President of Underground Refuse Systems to the City Commission.

Explanation

Mr. Jay Wheeler, President of Underground Refuse Systems would like to donate some Nord truck equipment to the City of Kissimmee. The part is a replacement set of Nord truck video monitors and is valued at over \$5,000.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

Proclamation-African American History Month

Request

The request is for the Commission to present a Proclamation in honor of African American History Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. African American History Month

Proclamation



AFRICAN AMERICAN HISTORY MONTH

WHEREAS, during National African American History Month, we recognize our champions of justice and the sacrifices they made to bring us to this point; and

WHEREAS, we honor the contributions of African Americans since our country's beginning and continue to strive toward the day when a person is judged only by the content of their character; and

WHEREAS, from the Revolutionary War through the abolitionist movement, to marches from Selma to Montgomery, and across America today, African Americans have remained devoted to the proposition that all men are created equal; and

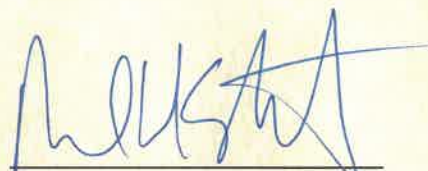
WHEREAS, as we rejoice in the victories won by men and women throughout history, who believed in a fair and just America, we hold fast to our successes that have been driven by bold individuals who were willing to speak out and change the status quo; and

WHEREAS, as we reflect on the sacrifices and contributions made by generations of African Americans, let us resolve to continue our march towards a day when every person knows the unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS, we also not forget those who made the ultimate sacrifice so that we could make our voices heard; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim February 2023 as "**African American History Month**" and call upon all citizens to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS, THEREOF, this is signed this 7th day of February 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Swearing In of New Firefighters

Request

Staff requests that our eight new employees be sworn in as City of Kissimmee Fire Department Firefighters.

Explanation

Eight new employees have been hired by the City of Kissimmee Fire Department. These employees have completed an extensive orientation and have now been assigned to a shift and station.

Staff requests that these employees be sworn-in in front of the City Commission to reflect the professionalism and respect their jobs deserve. This will also allow the Commissioners an opportunity to meet the new firefighters that will be serving this city.

The firefighters to be sworn in are:

Firefighter Israel Rodriguez
Firefighter Juan Mejia
Firefighter Joshua Tyrrell
Firefighter Josias Kimble
Firefighter Klebert Charles
Firefighter Preston Archie
Firefighter Jack Calvetti
Firefighter Derick Ferreira

Department: Fire
Presenter: James Walls

Attachment(s):

1. (S) Oaths of Office for Eight New Firefighters

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 7, 2023

I, Derick Ferreira, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Derick Ferreira



Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 7, 2023

I, Jack Calvetti, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Jack Calvetti



Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 7, 2023

I, Preston Archie, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Preston Archie

Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



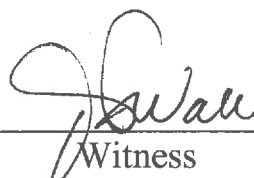
February 7, 2023

I, Klebert Charles, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Klebert Charles



Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



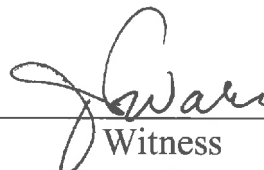
February 7, 2023

I, Josias Kimble, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Josias Kimble



Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



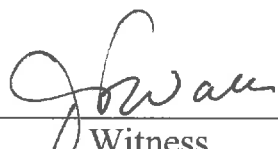
February 7, 2023

I, Joshua Tyrrell, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Joshua Tyrrell



Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 7, 2023

I, Juan Mejia, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Juan Mejia

Witness
(Jim Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 7, 2023

I, Israel Rodriguez, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Attest (City Clerk)

Israel Rodriguez

Witness
(Jim Walls, Fire Chief)

ITEM 3.D

Employee of the Month for February

Request

That the City Commission join the City Manager in recognizing Anna Rae Miller, Parks & Recreation, as February's Employee of the Month.

Explanation

The City is pleased to announce that the Employee of the Month for February is Anna Rae Miller, Secretary, for the Parks and Recreation Department. Anna had her one-year anniversary last month.

Anna hit the ground running with her duties since she's come to the City and has assisted in many other areas as well. Working at the Civic Center, she has gotten involved with many of the events, and played an active role in assisting when the Center was a shelter after the hurricanes. Much of this work was done outside of her regular schedule. Anna has also become very active in the General Employee Organization (GEO), and was elected to the office of Secretary. She's been instrumental in renewing the GEO.

Customer service, follow-through, and attention to detail are among the many qualities that she excels in. She is a pleasure to work with because of her dependability and kindness. The City appreciates what Anna Rae brings to the table, and looks forward to her future years of service.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - First Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Requesting approval of an updated and reorganized Noise Ordinance and approval of modifications to Section 1-22 to include fees for repeat offenses of the Noise Ordinance.

Explanation

In November 2021, City staff began working with a consultant to update and reorganize the Noise Ordinance (Chapter 22, Article II), which was out of date, difficult for staff to enforce, and not user-friendly for the public. The proposed ordinance updates definitions, decibel levels, measurement methodology, and standards for enforcement, resulting in a modern ordinance that is easier to interpret and easier to enforce. Amendments are also proposed to Chapter 1, Section 1-22: General Penalty, to create a tiered fine for repeat offenses of the Noise Ordinance.

This is accompanied by an internal enforcement guide that breaks the ordinance into highlights that can easily be used in the field when City staff are working with the public on correcting a noise violation. Attached is a draft enforcement policy which will be finalized prior to the effective date of this ordinance and establishes the joint enforcement of the Noise Ordinance between Code Enforcement and the Kissimmee Police Department (KPD). A 90 day effective period was added to allow time for training on the ordinance and sound meter, and to give enough notice to the public of the new regulations.

Recommendation

Approval of the first reading to amend Chapter 22, Article II: Noise and Chapter 1, Section 1-22: General Provisions.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance # 23-01
2. Draft Noise Enforcement Policy
3. Noise Ordinance - Strikethrough
4. Sec 1-22 General Provisions - Strikethrough
5. Noise Enforcement Handout
6. Scope of Services

City of Kissimmee

7. Advertisement

PROPOSED ORDINANCE NO. 23-01
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B)(8) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT CHAPTER 22, ARTICLE II, NOISE AND CHAPTER 1 - GENERAL PROVISIONS, SECTION 1-22(C), GENERAL PENALTY ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1.

ARTICLE II. - NOISE

Sec. 22-19. Title.

This article shall be known as the "City of Kissimmee Noise Control Ordinance".

Sec. 22-20. Purpose.

It is the intent of the City to protect the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output. It shall be unlawful for any person or business to produce any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the City.

Sec. 22-21. Definitions.

A-weighted scale (dBA) means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

Commercial area means any area where the current use of the land is for office or business.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

Continual use means operation of a device for a period of time extending beyond fifteen (15) minutes.

Continuous noise means a sound which is present for a period of time extending beyond fifteen (15) minutes. Examples include outdoor music, power generators, and construction.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Designated official means the City Manager of Kissimmee or designated staff official by the city manager.

Impact noise means noise created by a construction related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

Industrial area means any area where the current use of the land is industrial.

Intermittent noise shall mean a sound of greater than one (1) second duration and less than fifteen (15) minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

Linear scale means sound pressure level measurements which are not adjusted for some purpose.

Mixed-Use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-Use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in section 22-22 herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "Mixed-Use."

Party, party responsible means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.

Property means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "Property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

Property line means a line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

Public space means any real property or structure thereon, normally accessible to the public.

Residential area means any area where the current use of the land is residential.

Right-of-way means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.

Sound means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

Sound amplification device means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

Sound level means the level of sound measured with a sound level meter and one (1) of its weighting networks. When A-weighting is used, the sound level is given in dBA.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels.

Sound pressure means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

Sound pressure level is numerically equal to twenty (20) times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal twenty (20) micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

Sound level meter weighting network means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

Vessel means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. 327.02.

Sec. 22-22. Application.

- A. The requirements of this Article shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site.
- B. *Exceptions.*
 - 1. Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
 - 2. Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law; and
 - 3. Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- C. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured fifty (50) feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.
- D. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one (1) or more minutes in any fifteen (15) minute period. The measurement period shall not be less than fifteen (15) minutes.

- E. Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.

Sec. 22-23. Method of noise measurement.

- A. All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- B. No sound measuring meter, nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-25.

Sec. 22-24. Maximum noise levels.

The following tables shall be used to determine the maximum noise level, measured in A-weighted decibels, which shall be permitted in the defined locations at the described time periods.

A. Maximum noise levels by use of land.

1. Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit, shall not exceed the limits of the use of land into which the noise is projected.
2. Class B standards apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A standards apply to all other uses.

Table 1

Maximum Noise Levels In A-Weighted Decibels			
Current Use of the Land	Class A Standard 7:00 a.m.—10:00 p.m.	Class A Standard 10:00 p.m.—7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

B. Maximum noise levels in the Downtown Community Redevelopment Area (CRA).

Table 2

Maximum Noise Levels In A-Weighted Decibels		
Downtown CRA	7:00 a.m.—10:00 p.m.	10:00 p.m.—7:00 a.m.
	85 dBA	70 dBA

Sec. 22-25. – Specific Prohibited Noises.

The following acts, among others, are declared to be unlawful, loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive. Where a provision of this section conflicts with other provisions in this Article, the more stringent provision shall apply.

A. *On Residential Property.*

1. The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of fifteen (15) feet from the property line of the building or structure in which the noise is located shall be a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

B. *On Mixed-Use Property.*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 1.
2. The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.
3. Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24, Table 1.
4. The creation of such a noise or operation of any such device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of fifty (50) feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

C. *Schools, courts of law, churches, hospitals, governmental meeting.*

1. The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that unreasonably annoys or disturbs patients in the hospital.

D. *In the Downtown CRA.*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 2.
2. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area that is located within twenty (20) feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.

E. *Construction or repairing of buildings.*

1. The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-24, Table 1.
2. If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

Sec. 22-26. Enforcement.

- A. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this ordinance in accordance with the "Noise Ordinance Enforcement Policy."
- B. A Notice of Violation shall be issued for any violations of this ordinance. Responsible parties shall have fifteen (15) minutes to desist the noise violation. If the noise violation has not desisted, or if the noise violation reoccurs at any time after the initial notice within a twenty-four (24) hour period, a citation shall be issued consistent with Section 1-22(b)(8). This citation shall be issued to the party responsible for the noise violation and shall state the violation for which the party is being cited.
- C. *Liability for payment of noise citation.*
 1. Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have thirty (30) days from the date of the violation to request a hearing to contest or pay the citation.

2. Failure to request a hearing or pay the citation within thirty (30) days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections.

D. *Hearing to contest noise citation.*

1. If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before the Code Enforcement Special Magistrate. In addition to any fine imposed for a violation of this Article, the Special Magistrate may assess court costs not to exceed \$100.00 if the Special Magistrate deems necessary.
2. If a person fails to appear at the hearing set by the City, the Special Magistrate shall proceed with the hearing and may assess fines and court costs.

Sec. 22-27. Use of Mechanical Loudspeakers or Amplifiers Out of Doors

A. *Applicability.*

1. *Temporary/special event use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process under Section 14-6-28 of the Land Development Code.
2. *Continual use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met.
3. *Exceptions.* The following are exempt from the requirements of this section:
 - a. Sound amplification devices for personal use including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Article.

B. *General Standards.*

1. Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall comply with the following conditions:
 - a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the Parks and Recreation Department; and
 - b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code; and
 - c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and
 - d. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (B.2.) and (C.3.) below.
2. *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (B.1.) and (C.1.) and the sound levels and standards prescribed in sections 22-22 through 22-25 herein.

C. *Use specific standards.*

1. *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law,

hospital, governmental meeting, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.

2. *Downtown Community Redevelopment Area (CRA)*. The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsection (C.1.). Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (C.1.) above. However, sections (B.1.d.) and 22-22 through 22-25 set forth herein shall still apply.
3. *Sidewalk cafes*. Except for loudspeakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under this section shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in section 22-22 through 22-25 herein.
4. *Restaurants, bars, and similar establishments*. Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein. Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

Figure 1



Sec. 22-28 – 22.49. Reserved.

SECTION 2.

CHAPTER 1 – GENERAL PROVISIONS

Sec. 1-22. – General Penalty.

(b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:

(8) Noise (chapter 22, article II): \$50.00 to \$500.00.

- a. First violation within one year: \$50.00.
- b. Second violation within one year: \$100.00.
- c. Third violation within one year: \$250.00.
- d. All subsequent violations in one year: \$500.00.

(c) Code Enforcement Special Magistrate fines.

(1) In accordance with F.S. § 162.09(2)(d), the Special Magistrate has the authority to impose the following fines:

- a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
 - b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
 - c. Fines not to exceed \$15,000.00 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature.
- (2) The Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical and administrative costs. The fine may also include any cost the City incurred to bring the violation in to compliance.
- (3) In determining the amount of the fine, the Special Magistrate shall consider the following factors:
 - a. The gravity of the violation;
 - b. Any actions taken by the violator to correct the violation; and
 - c. Any previous violations committed by the violator.
- (4) Any cost to the city to repair the violation and bring it into compliance.
- (5) Time and effort made by the Special Magistrate and other City staff on the violation.

SECTION 3. All ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect 90 days upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this 21st day of February, 2023.

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



Title: Policy Template

Effective Date:

Revised Date:

Policy: It is the purpose of this policy to establish standards for the enforcement of the Noise Ordinance.

100.01 Responsibilities: The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of the Noise Ordinance, Article II, Noise of the Kissimmee Code of Ordinances. For fines, please see Chapter 1, Section 1-22

The Code Enforcement Division shall enforce the Noise Ordinance where the disturbance is tied to the use of the land and/or where provisions in Florida Statute (F.S.) Chapter 162 permit Code Enforcement action. The Kissimmee Police Department shall enforce all other noise disturbances and those identified in Section-22-22(B) in accordance with Florida Statutes. When a situation arises where it is unclear if the Kissimmee Police Department or Code Enforcement Division should enforce the Noise Ordinance, the Police Chief and the Development Services Director (or their designees) shall meet to discuss which department shall be responsible for enforcement.

1. Examples of situations that would require Code Enforcement action:
 - a. A business has mechanical equipment with noise that is causing a disturbance to an adjacent neighborhood.
 - b. A restaurant with outdoor dining has a live band playing during Code Enforcement operating hours and the noise is causing a disturbance to the property next door.
2. Examples of situations that would require Kissimmee Police Department action:
 - a. There is a residential house party on the weekend causing a disturbance to surrounding neighbors.
 - b. A restaurant is holding an event outside of Code Enforcement hours and noise is causing a disturbance to the property next door.

Mike Steigerwald
City Manager

City Clerk

ARTICLE II. - NOISE

Sec. 22-19. Title.

This article shall be known as the "City of Kissimmee Noise Control Ordinance".

Sec. 22-20. Purpose.

It is the intent of the City to protect the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output. It shall be unlawful for any person or business to produce any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the city.

Sec. 22-21. Definitions.

A-weighted scale (dBA) means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

Commercial area means any area where the current use of the land is for office or business.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

Continual use means operation of a device for a period of time extending beyond fifteen (15) minutes.

Continuous noise means a sound which is present for a period of time extending beyond fifteen (15) minutes. Examples include outdoor music, power generators, and construction.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Designated official means the City Manager of Kissimmee or designated staff official by the city manager.

Impact noise means noise created by a construction related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

Industrial area means any area where the current use of the land is industrial.

Intermittent noise shall mean a sound of greater than one (1) second duration and less than fifteen (15) minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

Linear scale means sound pressure level measurements which are not adjusted for some purpose.

MultiMixed-Use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. MultiMixed-Use excludes property which is located in the Downtown Entertainment AreaCommunity

Redevelopment Area (CRA) as described in section 22-224 herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "~~MultiMixed~~-Use."

Party, party responsible means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.

Property means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "Property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

Property line means a line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

~~*Public right-of-way* means any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.~~

Public space means any real property or structure thereon, normally accessible to the public.

Residential area means any area where the current use of the land is residential.

~~*Right-of-way* means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.~~

Sound means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

Sound amplification device means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

Sound level means the level of sound measured with a sound level meter and one (1) of its weighting networks. When A-weighting is used, the sound level is given in dB~~B~~(A).

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels. ~~The output meter instrument is of Type 2 or better, as specified in the American National Standards Institute Publication sl.4 1971, or its successor publications.~~

Sound pressure means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

Sound pressure level is numerically equal to twenty (20) times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal twenty (20)

~~micropascals~~micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

Sound level meter weighting network means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

Vessel means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. 327.02.

~~Weekday means Sunday beginning at 2:00 a.m. through Thursday ending 11:59 p.m.~~

~~Weekend means Friday beginning at 12:00 a.m. through Sunday ending at 1:59 a.m.~~

Sec. 22-22. Application.

- A. ~~Application.~~ The requirements of ~~section 22-23 through 24~~this Article shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site.
- B. *Exceptions:*
 - 1. ~~Lawn mowing~~Gas-powered equipment (87:00 a.m.—~~8~~10:00 p.m.); and
 - 2. Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law; and
 - 3. Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- C. The noise levels listed in Section 22-~~24~~3, Tables 1 and 2-may not be exceeded by any means within any public or private property when measured fifty (50) feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.
- D. The noise levels listed in Section 22-24, Tables 1 and 2 -may not be exceeded for a cumulative period of one (1) or more minutes in any fifteen (15) minute period. The measurement period shall not be less than fifteen (15) minutes.
- E. Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Entertainment AreaCRA. Table 2 is applicable to the Downtown Entertainment AreaCRA, as defined in Figure 1.

Sec. 22-23. Method of noise measurement.

- A. All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in

general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."

B. No sound measuring meter, nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-25.

Sec. 22-~~243~~. Maximum noise levels.

The following tables shall be used to determine the maximum noise level, measured in A-weighted decibels, which shall be permitted in the defined locations at the described time periods.

A. Maximum noise levels by use of land.

4.—Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use ~~district~~ into another use ~~district~~ with a different noise level limit, shall not exceed the limits of the use of land ~~district~~ into which the noise is projected.

1. —

2. Class B standards apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A standards apply to all other uses.

Table 1

Maximum Noise Levels In A-Weighted Decibels			
<u>Current Use of the Land Use</u>	Class A Standard 7:00 a.m.—10:00 p.m.	Class A Standard 10:00 p.m.—7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

B. Maximum noise levels in the Downtown CRA.

Table 2

Maximum Noise Levels In A-Weighted Decibels		
Downtown <u>CRA Entertainment Area</u>	7:00 a.m.— 10:00 <u>5</u> p.m. 85 dBA	10:00 p.m.—7:00 a.m. 70 dBA
	<u>85 dBA</u>	<u>70 dBA</u>
	7:00 a.m.—1:59 a.m. 85 dBA	2:00 a.m.—7:00 a.m. 70 dBA

Sec. 22-~~254~~. – Specific Prohibited Noises.

The following acts, among others, are declared to be unlawful, loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive. Where a provision of this section conflicts with other provisions in this Article, the more stringent provision shall apply. :

A. *On Residential Property:*

- ~~1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-23, Table 1.~~
- ~~2. The shouting and crying of peddlers, hawkers and vendors that exceed the maximum noise levels established under Section 22-23, Table 1.~~
- ~~3.1.~~ The creation of ~~such noise or operation of any such device~~ between the hours of 10:00 p.m. and 7:00 ~~a.m.~~ in such a manner as to be plainly audible at a distance of fifteen (15) feet from the property line of the building or structure in which the noise is located shall be ~~prima facie evidence of~~ a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

B. *On ~~Multi~~Mixed-Use Property:*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-~~24~~3, Table 1.
2. The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.
3. Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24, Table 1.
4. The creation of such a noise or operation of any such device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of fifty (50) feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

C. *Schools, courts of law, churches, hospitals, governmental meeting:*

1. The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that ~~disturbs or unduly~~unreasonably annoys or disturbs patients in the hospital.

D. *In the Downtown ~~Entertainment Area~~CRA:*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification

device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 2.

2. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area ~~shall~~ that is located within twenty (20) feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.

~~3. The operation of any such machine, instrument, speaker, or device between the hours of 12:00 a.m. and 7:00 a.m. on weekdays and 2:00 a.m. and 7:00 a.m. on weekends in such a manner as to exceed the applicable sound level limit set forth in Table 22, and as measured in section 22-22 shall be prima facie evidence of a violation of this section.~~

E. *Construction or repairing of buildings:*

1. The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on weekdays Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-24, Table 1.
2. If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

Pile drivers, hammers, and the like:

~~The operation between the hours of 6:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.~~

Sec. 22-~~25~~26. Enforcement.

- A. The Code Enforcement Department and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this ordinance in accordance with the "Noise Ordinance Enforcement Policy". ~~It shall be the responsibility of the Code Enforcement Department to enforce all violations of this ordinance during business hours. The Kissimmee Police Department (KPD) shall enforce all violations occurring outside of business hours.~~violation
- B. A Notice of Violation shall be issued for any violations of this ordinance. Responsible parties shall have fifteen (15) minutes to desist the noise violation. If the noise violation has not desisted, or if the noise violation reoccurs at any time after the initial notice within a twenty-four (24) hour

period, a Citation shall be issued consistent with Section 1-22(b)(8). This citation shall be issued to the party responsible for the noise violation and shall state the violation for which the party is being cited.

C. *Liability for payment of noise citation.*

1. Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have thirty (30) days from the date of the violation to request a hearing to contest or pay the citation.
2. Failure to request a hearing or pay the citation within thirty (30) days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections.

D. *Hearing to contest noise citation.*

1. If a person elects to contest the noise citation through a hearing, the ~~municipal court clerk~~City shall set a hearing date and time before the ~~city hearing officer~~Code Enforcement Special Magistrate. In addition to any fine imposed for a violation of this Article~~the fine~~, the ~~city hearing officer~~Special Magistrate may assess court costs not to exceed \$100.00 if the ~~city hearing officer~~Special Magistrate deems necessary.
2. ~~If a person fails to appear at the hearing set by the municipal court clerk~~City, the ~~city hearing officer~~Special Magistrate shall proceed with the hearing and may assess fines and court costs.

~~3. Sec. 22-26. Method of noise measurement.~~

~~(a) All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Type 2 Sound Level Meters in the American National Specification for Sound Level Meters, S1.4 1983. The sound level meter shall preferably have an AC output port to permit the use of headphones. The sound level meter shall be calibrated following the meter manufacturer's recommendations within an acoustical calibrator or a piston phone calibrator. A windscreen shall be utilized with the sound level meter. The measurements shall in general be made in accordance with American Society for Testing and Materials ASTM E1014-84, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels." The A-weighting scale of the sound level meter shall be utilized. Impact noises shall be measured utilizing the fast response on the sound level meter, and other noises using the slow response.~~

~~(b) No sound measuring meter nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-24, or subsection (a) of this section.~~

~~4.2.~~

Sec. 22-27. Use of Mechanical Loudspeakers or Amplifiers Out of Doors

A. *Permit required*Applicability.

1. Temporary/special event use. ~~Unless exempt pursuant to subsection 22-27(C.2.), it is hereby made unlawful to use any mechanical loudspeaker, or other sound amplification device on a truck, or other moving vehicle, or out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process except under a permit issued by the City of Kissimmee under Section 14-6-28 of the Land Development Code.~~

2. Continual use. Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met. -

3. Exceptions. The following are exempt from the requirements of this section:

a. Sound amplification devices for personal use including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Article.

a.—

B. Permit application~~General Standards.~~

1. Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall comply with the following conditions: Application requirements:

a. ~~Each permit application shall include the name, address, and telephone number of the permit applicant.~~

b. ~~The applicant shall submit a plan showing the following:~~

c. ~~proposed location and orientation of the loudspeaker(s) or sound amplification device(s) to be used,~~

d. ~~the street address and specific location at that address for the proposed use,~~

e. ~~the hours of operation of the loudspeaker(s) or sound amplification device(s),~~

f. ~~a description of the loudspeaker(s) or sound amplification device(s) including its decibel level.~~

g. ~~Permit approval.~~ The Chief of Police or Planning Official shall approve a permit application provided that the proposed use and speaker or device:

h. ~~Complies with subsections (B — second subsection above) through and including (J — second to last section) of this section as applicable; and~~

i.a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the Parks and Recreation Department if the proposed use of the speaker or device is temporary for a special event; and

j.b. Is not for a location located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under this Section 14-6-28 of the Land Development Code for the same date and time if the proposed use of the speaker or device is temporary for a special event; and

k.c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and -

l.d. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (B.C.2.), (B.5.), and (C.3.) below, no person shall use a loudspeaker or other sound amplification device on a truck, or other moving vehicle, or out of doors on a public or private property between the hours of 10:00 p.m. and 7:00 a.m.

m. Will not operate between the hours of midnight and 7:00 am weekends (Friday and Saturday nights) and 10:00 pm and 7:00 pm weekdays for special events within the Downtown Area.

- a. ~~Conditions for temporary permits.~~ If the loudspeaker(s) or sound amplification device(s) is being used out of doors temporarily for a special event, the permit application must be submitted to the Chief of Police at least sixty business days, excluding holidays, in advance of the installation of the equipment and must be accompanied by a permit fee set by resolution of the City Commission. Such usage must comply with this Chapter unless a request for an exemption is submitted. City Commission may approve such request following a recommendation from the Chief of Police, or his or her designee. If the use of such speaker or device out of doors will be continual, the permit application must be submitted to the Planning Official prior to the installation of the equipment(B.4.).
 - a. ~~Conditions for continual permits.~~ If the use of the loudspeaker sound amplification device is not temporary for a special event, but instead is continual, the Permit shall be valid for a period of 12 months from the date of issuance, at which time the City may renew the permit for the next 12-month period under the same conditions provided the renewal fee is paid and the number, type, and location of the speaker(s) or device(s) has not changed.
 - b. ~~The City may also consider the number of citations that had been issued, if any, to the applicant for violations under this Chapter during the prior 12-month period when determining renewal of the permit.~~
 - c. ~~If, at the time of renewal, the number of speakers or devices has increased or the type or location of the speakers or devices has changed, the permit application process shall begin anew.~~
 - d. ~~Annual renewal of the permit is the responsibility of each permit holder.~~
 - e. ~~If the loudspeaker or sound amplification device is being used continually at a fixed location on a daily basis, the permit must be posted in a conspicuous place upon the premises at which the speaker or device is being used.~~
 2. ~~Extended hours.~~ Notwithstanding the prohibition contained in subsection (B.2.e.), ~~t~~The City Commission Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that ~~a permit application is filed which contains the information specified in subsection (B.1.) and that the proposed activity otherwise complies with the provisions of subsections (B.1.) and (C.2.1) and the sound levels and standards prescribed in sections 22-22 through 22-254 herein. This subsection does not apply to loudspeakers or sound amplification devices that are permitted for continuous use within the Downtown Entertainment Area as described in subsection (C.2.).~~
- C. ~~Additional Use specific standards requirements.~~
 1. ~~Schools, courts of law, churches, places of worship, hospitals, courts of law, and transportation facilitiesgovernmental meeting, public transportation facility.~~ ~~N~~No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, ~~physical place of worship at which a religious organization regularly conducts religious services~~court of law, hospital, court of lawgovernmental meeting, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.

2. ~~Downtown Area~~CRA. The Downtown CRA, as described in Figure 1, is exempt ~~For the purpose of providing an exemption~~ from the prohibitions contained in subsections (B.2.e.), and (C.1.), ~~there is hereby created a Downtown Entertainment Area which is described in Figure 1.~~ Within said Area, loudspeakers or other sound amplification devices ~~for non-continual use~~ may be used out of doors ~~between 7:00 p.m. and 12:00 a.m. on weekdays and 7:00 p.m. and 2:00 a.m. on weekends and~~ without regard to the other prohibitions set forth in subsections ~~(B—time limit...)~~ and (C.1. ~~—sensitive area~~) above. However, sections (B.1.d.) and 22-22 through 22-254 set forth herein shall still apply.

2.

3. Sidewalk cafes. ~~(sidewalk café exemption)~~ Except for loudspeakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under this subsection ~~(...A)~~ shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in section 22-22 through 22-254 herein.

4. *Restaurants, bars, and similar establishments.* Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for ~~temporary or~~ continual use out of doors as long as such speakers and devices ~~are permitted under subsection (A)~~ comply with the standards herein. Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 22-22 through 22-254 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

D. Permit revocation.

1. ~~The City shall revoke a permit issued for continuous use under subsection (B.) upon the issuance of a third civil citation within a 12-month period for utilizing a loudspeaker or sound amplification device in violation of this Chapter. However, if a citation is ultimately dismissed it will not count toward the requisite number of citations for revocation. The City shall send written notice of the revocation to the violator named in the citation and to the property owner. The permit shall be revoked for the remainder of the 12-month period for which the permit was issued. During this time the speaker(s) or device(s) shall be removed or disconnected and not used out of doors. After the revocation period has expired, an application for a new permit may be submitted in accordance with subsections (B.1.) and (B.2.) herein.~~

2. ~~Any applicant shall have the right to appeal the denial of a permit or the revocation of a permit by immediately requesting review with a court of competent jurisdiction or by appealing the decision to the City's Chief Administrative Officer (CAO). The appeal to the CAO shall be taken by the applicant within five (5) days after receipt of the notice of denial or revocation, by filing a written notice with the Office of the Chief Administrative Officer with a copy to the City Clerk. The CAO, or his/her designee, shall render a decision no later than ten (10) days following receipt of the notice of appeal. If the permit was denied, the CAO, or his/her designee shall direct the responsible department to issue a permit if the applicant has met the criteria set forth in this Chapter for issuance of a permit. If the permit was revoked, the CAO, or his/her designee, shall uphold the revocation if the criteria set forth in this Chapter for revoking a permit has been met. If the applicant is not satisfied with the decision of the CAO, the applicant may file a request for immediate review by the City Council with the City Clerk within five (5) days from the date the CAO's written decision was rendered.~~

Figure 1





Sec. 22-28 – 22.49. Reserved.

Sec. 1-22. General penalty.

- (a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be an unlawful offense or whenever in such Code or ordinance the doing of any act is required and the failure to do any such act is declared to be unlawful, or where no specific penalty is otherwise provided, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.
- (b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:
- (1) Junk/debris/abandoned property: \$100.00.
 - (2) Construction permits (failure to obtain): \$100.00.
 - (3) Mobile home setup permit: \$100.00.
 - (4) Structures within city right-of-way: \$100.00.
 - (5) Lot grading: \$150.00.
 - (6) Lot mowing (section 9-328): \$150.00.
 - (7) Signs: \$150.00.
 - (8) Noise (**chapter 22, article II**): \$50.00 to \$500.00.
 - a. First violation within one year: \$50.00.
 - b. Second violation within one year: \$100.00.
 - c. Third violation within one year: \$250.00.
 - d. All subsequent violations in one year: \$500.00.
 - (9) Vehicle for hire (nonemergency medical transport) (chapter 46): \$250.00.
 - (10) Commercial vehicles in residential: \$150.00.
 - (11) Occupational license (chapter 40, article VI): \$250.00.
 - (12) City of Kissimmee zoning regulations (chapters 50 through 80): \$250.00.
 - (13) Excavation or fill of properties: \$150.00.
 - (14) Animals running at large (section 6-20(a)): \$100.00.
 - (15) Domestic fowl running at large (section 6-20(b)): \$100.00.
 - (16) Consumption of alcoholic beverages in a restaurant only (chapter 4): \$100.00.
 - (17) Open burning (sections 24-50 through 24-55): \$100.00.
 - (18) Temporary fence for pools: \$50.00.
 - (19) Failure to obtain electric permit: \$100.00.
 - (20) Secondhand dealers and rentals.
 - a. First violation within one year: \$50.00.

-
- b. Second violation within one year: \$100.00.
 - c. Third violation within one year: \$250.00.
 - d. All subsequent violations in one year: \$500.00.
- (21) NFPA 101 Life Safety Code: \$200.00.
- (22) NFPA Codes/Standards: \$150.00.
- (23) Florida Fire Prevention Code: \$150.00.
- (24) Uniform Fire Safety Rules and Regulations: \$150.00.
- (25) Stop work order (failure to comply): \$200.00.
- (26) Violations of the residential minimum maintenance ordinance (chapter 9, article V) and commercial minimum maintenance ordinance (chapter 9, article VI), not otherwise listed in this section: \$100.00.
- (27) Parking signs (section 38-23): \$25.00.
- (28) Parking violations (section 42-31).
- a. Parking by disabled permit only: \$250.00.
 - b. Parking in access aisles designated for use by persons who have disabled parking permits: \$250.00.
 - c. Parking in fire lane: \$50.00.
 - d. Blocking fire hydrant: \$50.00.
 - e. Parking on yellow or red curb: \$50.00.
 - f. Permit parking only: \$25.00.
 - g. Parking in loading zone: \$25.00.
 - h. Parking overtime (limit authorized in zone): \$25.00.
 - i. Parking over line: \$25.00.
 - j. Parking prohibited by sign: \$25.00.
 - k. Parking on sidewalk: \$25.00.
 - l. Parking on crosswalk: \$25.00.
 - m. No parking — Blocking dumpster: \$25.00.
 - n. No parking — Blocking driveway: \$25.00.
 - o. Improper parking — Obstructing traffic: \$25.00.
 - p. Improper parking — Parking with front of vehicle facing driving lane: \$25.00.
 - q. Parking violation where penalty amount not specified: \$25.00.
 - r. Failure to request hearing or pay parking citation within 30 days of the violation: \$25.00.
 - s. Parking a vehicle on a residential street without a current license plate affixed to the vehicle: \$25.00.

(c) ~~Code enforcement board~~Special Magistrate fines.

- (1) In accordance with F.S. § 162.09(2)(d), the ~~code enforcement board~~Special Magistrate has the authority to impose the following fines:
 - a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
 - b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the ~~code enforcement board~~Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
 - c. Fines not to exceed \$15,000.00 per violation if the ~~code enforcement board~~Special Magistrate finds the violation to be irreparable or irreversible in nature.
- (2) The ~~code enforcement board~~Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical and administrative costs. The fine may also include any cost the city incurred to bring the violation in to compliance.
- (3) In determining the amount of the fine, the ~~code enforcement board~~Special Magistrate shall consider the following factors:
 - a. The gravity of the violation;
 - b. Any actions taken by the violator to correct the violation; and
 - c. Any previous violations committed by the violator.
- (4) Any cost to the city to repair the violation and bring it into compliance.
- (5) Time and effort made by the ~~code enforcement board~~Special Magistrate and other city staff on the violation.

(Code 1976, § 1-9; Code 1995, § 1-1-99; Ord. No. 1887, 3-23-1993; Ord. No. 2297, 8-17-1999; Ord. No. 2324, 1-25-2000; Ord. No. 2394, 9-9-2001; Ord. No. 2474, 7-8-2003; Ord. No. 2506, 3-2-2004; Ord. No. 2614, 10-10-2006; Ord. No. 2773, 8-17-2010; Ord. No. 2950, § 9, 3-7-2017; Ord. No. 2953, § 2, 5-2-2017; Ord. No. 3000, § 6, 2-19-2019; Ord. No. 3030, § 2, 6-16-2020)

NOISE CODE ENFORCEMENT REFERENCE SHEET

The following handout is to be used as a guide for application of the City of Kissimmee Noise Ordinance, as amended, and is for internal use only. The following content is provided:

- 1 Noise Measurement Overview
- 2 Noise Code Overview
- 3 Noise Complaint Response Step by Step Guide

1. Noise Measurement Overview

What is Noise?

Noise is defined as an unwanted sound which is potentially harmful or injurious. Sound is energy which is transmitted by pressure waves in air or other materials that causes the sensation of hearing.¹

Why is Noise Measured?

Local governments are given the authority to establish and enforce noise ordinances through the state government, which has authority to regulate public safety and health (including noise related issues) by the 10th Amendment of the Constitution.¹

At the Federal Level, noise is regulated by the Noise Control Act of 1972 which pre-empts noise from vehicles used or sold in interstate commerce including aircraft, railroad, and motor vehicle noise sources.¹

Historically, Florida has left the authority to regulate noise to local government. However, a recent state law, § 316.3045, Fla. Stat. (2022), pre-empts local noise legislation related to motor vehicles by prohibiting noise from soundmaking devices in motor vehicles on a street or highway that is plainly audible at a distance of 25 ft.²

How is Noise Measured?

In the Noise Code, noise is measured using A-weighted decibels, or dB(A), using a logarithmic scale. Compared to a linear scale which increases in equal increments, a logarithmic scale increases by powers of the base number (typically 10). In other words, an increase in the dB(A) of a noise from 80 to 90 dB(A) is about 10 times as loud.³

Sounds are measured using a sound level meter which is an instrument that is sensitive to minute sound pressure fluctuations.

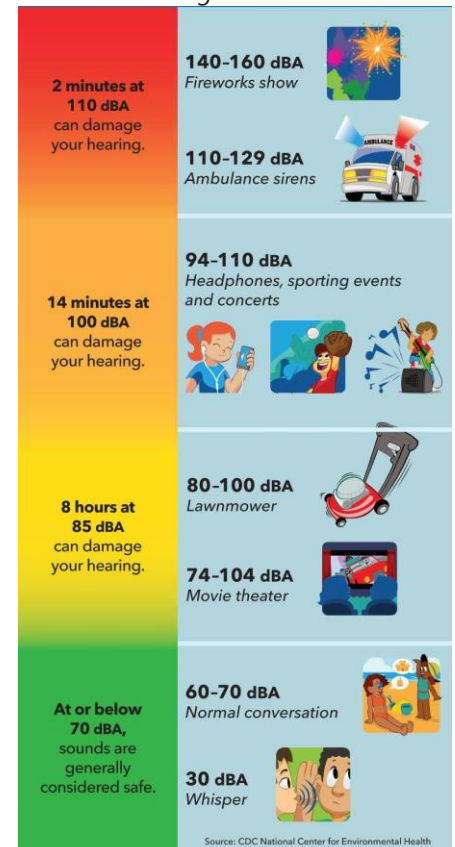
The A-weighted decibel more closely represents how sound is received by the human ear and is the preferred weighting network for noise ordinances.³ Figure 1 provides a decibel level scale for common noise sources.

Objective vs. Subjective Measures

Noise codes provisions commonly include both objective and subjective measures. Objective measures (i.e., maximum noise levels) provide a fixed measurement of noise disturbance and are useful for both stationary and non-stationary noises.¹

Subjective measures (i.e., "plainly audible") are based in the concept of nuisance and can be applied without use of a sound level meter. These measures act as a safety net to the maximum noise level provisions providing an alternative solution for complaints that aren't easily measured using a sound level meter.¹

Figure 1



1 Chanaud, Robert C., Ph.D. (2014). Noise Ordinances: Tools for enactment, modification and enforcement of a community noise ordinance.

2 F.S. § 316.3045. (2022). Operation of radios or other mechanical or electronic soundmaking devices or instruments in vehicles; exemptions.

3 National Institute on Deafness and Other Communication Disorders (2019). How is sound measured?

2. Noise Code Overview

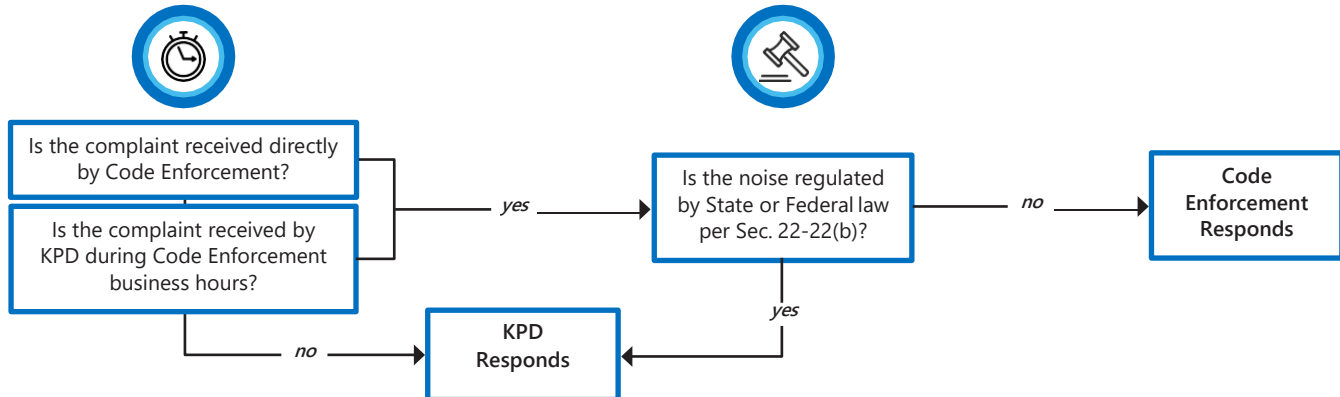
The following describes the key elements of the noise code and where to find them.

<u>Element</u>	<u>Description</u>	<u>Location(s)</u>
 Terms & Definitions -	Use during enforcement paying particular attention to the following: ● Terms defining land uses (Commercial, Industrial, Mixed-Use, Public space, Residential) ● Subjective measurement terms (Plainly audible) ● Objective measurement terms (Property line, Sound level)	Sec. 22-21
 Applicability -	Use to determine which noises and areas the code applies to. ● The Noise Code applies to all noises within the City of Kissimmee city limits (unless specifically exempted). ● The code is applied by land use and time of day. ● Specific standards are provided for the Residential, Mixed-use, the Downtown CRA, noise sensitive areas (schools/ courts/ churches/ hospitals/ government meeting), and construction activities	Sec. 22-22 Sec. 22-23 Sec. 22-24
 Exceptions -	Identifies noises not regulated by the Noise Ordinance including noises regulated by other agencies. ● Gas-powered equipment - not restricted 8am to 8pm ● Noise from motor vehicles in motion - Code Enforcement will not respond to complaints related to motor vehicles since they are regulated by state and federal law ● Noise from emergency vehicles - not regulated by code at any time	Sec. 22-22
 Noise Measurement -	Includes objective and subjective measurements. ● Objective - Maximum noise levels based on time of day and land use. The Downtown area additionally specifies maximum levels by weekday and weekend. ● Subjective - Specific prohibitions for certain noises that are "plainly audible" at a given distance by time of day.	Sec. 22-24 Sec. 22-25
 Downtown CRA -	A special area is established within Downtown Kissimmee with specific noise standards. ● Maximum noise levels for this area are greater than the remainder of the city. ● The code gives specific instructions for the orientation and distance of speakers to a building entrance.	Figure 1 Sec. 22-24 Sec. 22-25
 Use of Loudspeakers -	Establishes specific standards for loudspeakers and sound amplifiers ● Specific instructions for the permitting, use, and restrictions of outdoor loudspeakers and amplifiers.	Sec. 22-27

3. Noise Complaint Response Step by Step Guide

The following provides step by step instructions for how to respond to a noise complaint using the Code and general best practices.

1) Who should respond to the complaint?



2) Should the noise be measured using an objective (sound level meter) or subjective (human hearing) method?

The type of measurement device used depends on the location, noise source, and time of day.

Location	Noise Source	Time of Day	Distance to Source or PL	Measurement Device
Downtown CRA; noise that is within or projects into a property with a Commercial, Office, or Industrial land use	Any noise	All hours	50 ft	
Any location	Class B noises	All hours	50 ft	
Within or that projects into a property with a Residential land use	Any noise	7 am to 10 pm	50 ft	
		10 pm to 7 am	15 ft	
Within or that projects into a property with a Multi-Use land use	Any noise	7 am to 10 pm	50 ft	
		10 pm to 7 am	50 ft	
Any location	Construction Noise	7 am to 6 pm (Mon - Fri) & 8 am to 5 pm (Sat)	50 ft	
		6 pm to 7 am (Mon - Fri) & 5 pm to 8 am (Sat)	Any distance	
Proximate to a school, church, hospital, court of law or public transportation facility	Any noise	All hours	From adjacent street	
	Loudspeaker or sound amplifying device	All hours	1,000 ft	
Any location	Gas-powered equipment	8 am to 8 pm	Any distance	
Any location	Noises from emergency services vehicles	All hours	Any distance	

Legend: = measurement with sound level meter, = measurement with human hearing,

= prohibited at specified location and time (no measurement needed), = permitted at specified location and time (no measurement needed)

2a) Measurement with a sound level meter (objective measurement)

- Noises shall be measured 50 ft from the property line or shared boundary (if multi-family or mixed-use). The following steps should be used to conduct the measurement:

A. Identify Maximum Noise Level (Figure 2)

- Table 1.** Table 1 should be used to determine the maximum noise levels for all areas except the Downtown Area. Identify the following: current use of the land the noise is projecting into, whether the noise is a Class A (non-heavy manufacturing noise) or Class B (heavy manufacturing) noise, and the time of day.
- Table 2.** Table 2 should be used to determine the maximum noise levels within the Downtown Area. Identify the following: day of the week, and the time of day.

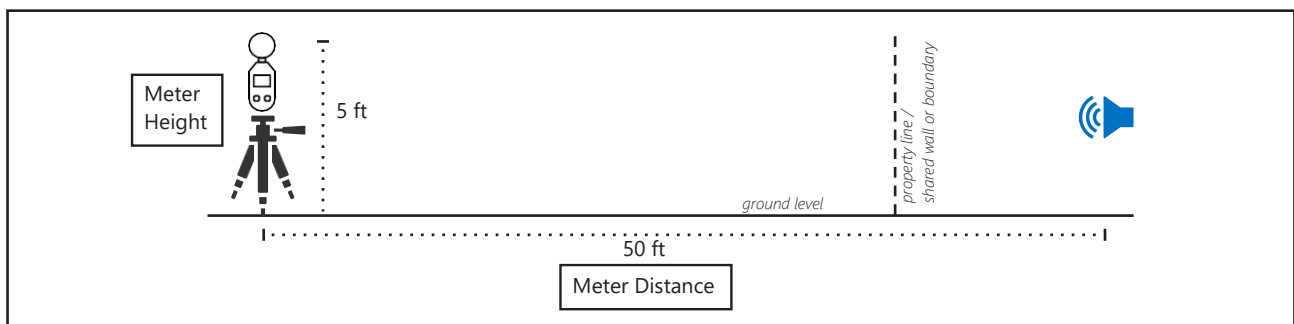
Figure 2

		Class A	Class B		
		Table 1		Table 2	
		Maximum Noise Levels in A-Weighted Decibels			Maximum Noise Levels in A-Weighted Decibels
Land Use	Current Use of the Land	Class A Standard 7:00 a.m.—10:00 p.m.	Class A Standard 10:00 p.m.—7:00 a.m.	Class B Standard	
	Residential	60 dBA	55 dBA	65 dBA	
	Office	70 dBA	65 dBA	75 dBA	
	Commercial	70 dBA	65 dBA	75 dBA	
	Industrial	75 dBA	75 dBA	85 dBA	
		day hours	night hours		
					Maximum Noise Levels in A-Weighted Decibels
					Downtown CRA
					7:00 a.m.—10:00 p.m.
					10:00 p.m.—7:00 a.m.
					85 dBA
					70 dBA
					day hours
					night hours

B. Perform Measurement (Figure 3)

- Perform a meter calibration prior to taking the measurement.** See sound level meter instructions.
- Identify the measurement location.** Generally, the measurement site should be "as found" or where the listener has been impacted. For outside measurements, proximity to large flat objects (i.e. buildings) should be minimized. For inside measurements, the site should be where interference with speech or sleep is likely.
- Measurer position.** The meter should be mounted on a tripod with the microphone pointing in the direction of the sound. The person conducting the measurement should stand at a distance while the measurement is occurring to avoid interference.
- Microphone orientation.** Consistent with device manual, but generally the microphone should be facing the noise source.
- Meter height and distance.** Measurements should be taken at a height of 5 ft above ground level at the distance specified by code for that noise source or location.
- Meter weighting and response.** Per sound level meter manual.
- Reporting.** Measurements should be made to the nearest whole decibel with a recommended tolerance of 3dB.
- Measurement period.** Measurements should be taken for a period of at least 15 minutes. Count each second within the 15 minute period that the sound level exceeds the maximum decibel level (seconds do not have to be continuous). If the cumulative amount of time the noise exceeds the maximum level is 1 or more minutes per 15 minute period, a violation has occurred.

Figure 3



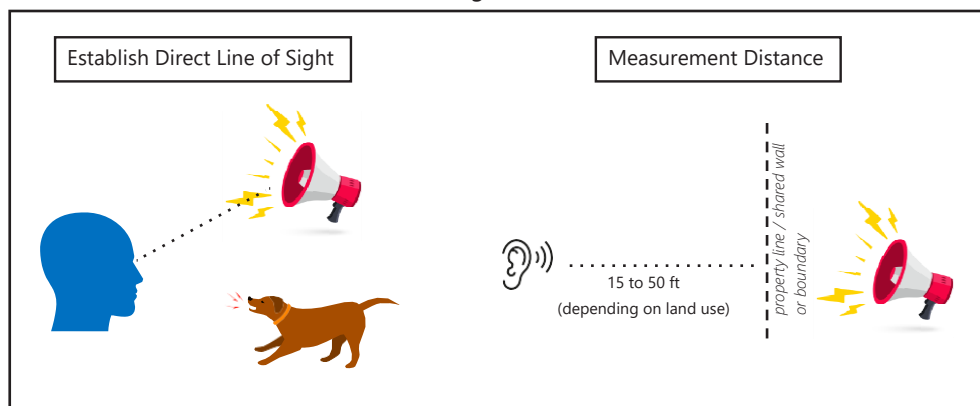
- The instructions above are intended as a general guide. Use of the sound level meter shall be conducted according to the specifications of the device specific manual.
- For noise in the Downtown CRA, see the following for additional measurement instructions:
 - Instructions for orientation and location of devices in buildings (Section 22-24, 4b)

2b) Measurement with human hearing (subjective measurement)

- When human hearing is used to measure a noise to determine whether it is “plainly audible” a distance of 15 ft from the property line, shared wall or boundary shall be used for Residential noises and 50 ft from the property line, shared wall or boundary for Mixed-Use uses. The following guidelines should be followed when completing a “plainly audible” measurement as depicted in Figure 4.

- 1. Locate noise source and establish direct line of sight.** It’s important to establish a direct line of sight to ensure the correct noise is being measured. If a direct line of sight is not possible at the required distance, move closer to the sound until a direct line of sight is established then resume the required distance.
- 2. Measurement distance.** As established by code for the particular location and noise source.
- 3. Normal hearing required.** The officer responding to the complaint must have normal hearing abilities, without the use of a listening device.
- 4. Measurement tolerance.** A noise is considered “plainly audible” if the noise source can be identified without distinguishing individual words or rhythm. For example, noise from a voice is considered plainly audible if it can be identified as a voice regardless of if individual words can be identified. Identification of bass sounds for music related noise is sufficient to determine a noise is plainly audible.

Figure 4





Engineers | Scientists | Planners | Designers

225 E. Robinson Street, Suite 300, Landmark Center Two, Orlando, Florida 32801

P 407.839.4006 F 407.839.4008 www.vhb.com

Client Authorization

☐ New Contract

Date: March 29, 2022

☒ Amendment No.

Project No. 63875.01

Project Name: City of Kissimmee – Noise Ordinance

To: Ashley Cornelison
Senior Planner
101 Church Street
Kissimmee, FL 34741

Labor
Expenses
TOTAL

Cost Estimate

Amendment

Contract Total

\$15,000

2,500

\$17,500

Email: Ashley.cornelison@kissimmee.gov

☒ Lump Sum

☐ Cost + Fixed Fee

☒ Time & Expenses

☐ Labor Multiplier

Phone No: 407-518-2141

Estimated Date of Completion: TBD

SCOPE OF SERVICES – AMENDMENT 01

Task 6 Public Survey & Public Meeting

VHB will prepare a survey to solicit input from residents on recent noise complaints and current noise control efforts. The survey will be available online in a multiple-choice format, in both English and Spanish. VHB will present the results from the survey to City staff in the form of a technical memo.

VHB will prepare for and facilitate one (1) in person, open house public meeting to provide residents with a broad view of the City's need for an updated noise ordinance and what proposed changes will consist of. VHB will prepare boards showing the project goals, mapped data and metrics collected from KPD and CE, and incorporate feedback received from the public survey.

The City will be responsible for advertisement and securing meeting venues.

Deliverables

- Preparation of Online Survey
- Summary of Survey results (Tech Memo)
- Prepare for and facilitate one public meeting
- Presentation materials and meeting summaries for public meeting
- Recording of public meeting to be made available online.

SCHEDULE

VHB will begin performance of the above services upon receipt of a fully executed amendment and issue an updated Project Management Plan (PMP) for the project. VHB will work with the Client identify a target date for the public meeting

VHB's role is limited to the scope of services defined herein as that relates to the schedule. The schedule may be subject to weather, delivery of information to be provided by others, as well as Client and agency reviews of interim products. VHB shall not be responsible for delays in the performance of services which arise out of causes beyond

the control and/or without the fault or negligence of VHB. If the Client requests that work under this Agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation.

COMPENSATION

VHB will perform the Scope of Services contained in this Amendment for a total lump sum amount of **\$15,000**. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required.

Task	Lump Sum Fee
Task 6 Public Survey & Public Workshop	\$15,000
Reimbursable Expenses (estimated)	\$2,500
TOTAL	\$17,500

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at their actual cost. If sub-consultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at their actual cost.

Prepared by: R. Fennessy

Document Approval: D. Hazley

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By:

Print Demond Hazley

Title: Interim Managing Director, Orlando

Date: 03-29-22

CLIENT AUTHORIZATION (Please sign original and return)

By:

Print: Olga Gonzalez

Title: Mayor

Date: 05-03-2022

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 7, 2023, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 21, 2023, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B)(8) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

ITEM 7.A**Approval of City Commission Minutes from the January 17, 2023 meeting****Request**

Request Commission approval of the January 17, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on Tuesday, January 17, 2023, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. (S) - Commission Minutes - January 17, 2023



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JANUARY 17, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Vice-Mayor Olga Castano, Commissioners Angela Eady, Carlos Alvarez, III, Janette Martinez

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: Mayor-Commissioner Olga Gonzalez

Vice-Mayor Castano called the meeting to order at 6:01 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Presentation of the Kissimmee Festival of Lights Parade winners for 2022

Acknowledgement and distribution of awards to the 2022 Kissimmee Festival of Lights Parade winners.

Matt Libby, Assistant Director of Parks & Recreation, commented that we had over sixty (60) floats and walking groups participating in the parade and the following were recognized for being the best in their division:

Best Walking Group - Fierce Orlando

Best Lights and Effects - Terry's Electric

Best Overall - Kissimmee Utility Authority

Assistant Director Libby reminded the audience of the upcoming Kowtown Festival being held, Saturday, March 18th, from 12:00 pm to 5:00 pm.

3.B Employee of the Month for January

Request that the City Commission join the City Manager in recognizing Maria Damas as January's Employee of the Month.

City Manager Steigerwald introduced Maria Damas, Secretary in the City Manager's Office. Maria has been with the City for 29 years and is known as a conscientious, knowledgeable, welcoming, helpful, and the "Encyclopedia of the City". She is an employee who always has time to assist those in need, whether they are a citizen or employee of the City. Maria has proven to be a valuable asset during emergency disaster operations and her strengths are sincerely appreciated. City Manager Steigerwald reminded the audience that the Employee of the Month is selected by a committee of peers and there is no greater honor. Congratulation Maria on this honor!

3.C Service Awards for October, November and December

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

Employees in attendance:

Five Years: Tameara Crespo

Fifteen Years: Steve Lackey

Twenty Years: Christopher Rodriguez

Thirty-Five Years: Jim Walls

The following individuals were unable to attend but will be receiving their service awards: Darrius Benjamin, Eric Diaz Reyes, Miguel Lanzo, Robert Masiku, Alfredo Mendez, Ashley Cornelison, Gerry Garrett, Tony Kelber, Kenny King, Matt Petrasko, Brandon Brinegar, Julio Colon, Mary Ann Johnson and Michael Tilton.

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

4.A Public Hearing - Final Reading - An Ordinance amending the Zoning Map from City Planned Mixed Use Development (PMUD) to City Multiple Family Medium Density Residential (RC-1): Ivey Creek, ZMA-22-0006 - Proposed Ordinance 22-21

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Recommendation of approval of a Zoning Map Amendment to change the City Zoning designation from Planned Mixed Use Development (PMUD) to Multiple Family Medium Density Residential (RC-1) on approximately 62 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3069 by title.

Brenda Ryan Senior Planner, presented the details and summarized the development and zoning request. She stated the property was annexed into the City in 2006. This request will eliminate the 20-acres of commercial property and the entire 62-acres will be multi-family. Planner Ryan stated the rezoning is compatible with surrounding land uses and staff will address other impacts and subsequent related developments during the Development Review process.

Commissioner Martinez questioned traffic and how this could impact the roadways and if other public hearings were held. Planner Ryan stated there is a formula that is used based on commercial versus residential properties; commercial will traditionally generate more trips than residential based on hours of operation. A trip generation report will be developed and the Commission will have input. Concerns could be included and possible roadway improvements be required.

Commissioner Alvarez inquired whether this area could be turned back into low-density residential area. Planner Ryan explained it would require land use and zoning changes with additional public hearings before it could be changed. The Planning Advisory Board held a public hearing on January 4, 2023 and recommended approval 3 - 0 - 1

and no one from the public spoke.

City Manager Steigerwald informed the Commission that Mayor Gonzalez requested this Public Hearing be postponed until she is present.

Celia Thacker-Dorn, 17 S. Orlando Avenue, Kissimmee, representing the applicant, stated she is requesting Commission consideration on not postponing this hearing as it has been canceled previously due to Hurricane Nicole and again for a lack of a quorum for the Planning Board. The applicant has traveled from Atlanta to be here for the hearing.

The Commission continued with the Public Hearing.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance #3069. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Eady	AYE
Commissioner Alvarez	NAY
Commissioner Martinez	AYE
Mayor Gonzalez	ABSENT

Motion carried 3 - 1.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Dr. Wilkerson, PO Box 450778, Kissimmee, FL 34745, spoke on behalf of the NAACP local Chapter and requested that during the month of February, while celebrating Black History Month, individuals in the community be recognized. Dr. Wilkerson distributed an application/flyer (Exhibit "A") and requested the Commission make nominations from members of the community to be recognized.

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

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the December 20, 2022 meeting
Approval of the December 20, 2022 City Commission Meeting minutes.
- 7.B Purchase and installation of replacement Heating, Ventilation, and Air Conditioning (HVAC) systems for the Central Services Complex
Approval to purchase and install the replacement of four (4) Trane split systems in the amount of \$321,144.00.
- 7.C Purchase and installation of replacement Variable Air Volume systems for the City Hall Building
Approval to purchase and install replacement Variable Air Volume (VAV) systems via the continuing services contract with Trane for the City Hall building, in the amount of \$98,637.00.
- 7.D Continuing Services Contract with Trane Commercial Systems for Heating, Ventilation, and Air conditioning (HVAC) services at City-owned Facilities
Approval of a continuing services contract with Trane Commercial Systems for maintenance of the heating, ventilation, and air conditioning (HVAC) equipment, including Building Automation System (BAS), at City-owned facilities.
- 7.E Approval of Contract for Citywide Security and Fire System Monitoring Services
The Public Works and Engineering Department's Facilities Management Division requests City Commission approval to renew the security and fire system monitoring services contract to Johnson Controls.
- 7.F Accept Tourist Development Council (TDC) Grants from Experience Kissimmee to assist with 2023 Kowtown Festival and Pridefest Kissimmee events
Request to accept Experience Kissimmee TDC Grants to assist in funding special events. This year, the City requested and was awarded \$13,500 for the Kowtown Festival and \$10,000 for the Pridefest Kissimmee event.
- 7.G Purchase and Installation of Boom Equipment from Everglades Equipment Group for the Stormwater Management Program
Approval to purchase a 30-foot mower boom for stormwater management purposes available through Everglades Equipment Group in the amount of \$51,437.
- 7.H Approval of Lease between Senator Victor M. Torres, Jr. and the City of Kissimmee for Office Space at City Hall
Approval of a two-year lease between the City of Kissimmee and Senator Victor M. Torres, Jr. for office space at City Hall.
- 7.I Monument Sign Easement for First Loop Logistics Park
Approval of a Monument Sign Easement in favor of First Industrial, L.P.
- 7.J 2021 African American Cultural and Historical Grant through the Florida Division of Historic Resources for improvements to the Chambers Park Community Center
Approval to accept the 2021 African American Cultural and Historical Grant through the Florida Division of Historic Resources for improvements to Chambers Park Community Center.

- 7.K Interlocal Agreement with Osceola County and Tohopekaliga Water Authority Pertaining to the Acquisition of Retail Water, Wastewater, and Reclaimed Water Retail Services of the Sunbridge Stewardship District
Staff requests approval of an interlocal agreement with Osceola County and Tohopekaliga Water Authority related to the acquisition of retail water, wastewater, and reclaimed water retail services for the Sunbridge Stewardship District.
- 7.L Purchase portable radios from Motorola Solutions, Inc.
Approval to purchase portable radios for the Police Department from Motorola Solutions, Inc. for a total cost of \$63,166.91.
- 7.M ESRI Small Municipal and County Government Enterprise Agreement
Approval to renew the three-year Small Municipal and County Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute (ESRI) in the amount of \$165,000.
- 7.N In-House Professional Services Agreement with Kimley Horn & Associates to Alleviate Engineering Staffing Vacancies
Approval to use Consultant Services through our Continuing Services Contract (RFQ2021-003) for in-house engineering services.
- 7.O Award Construction Engineering & Inspection Services for the Harbin Parking Modification Project to DRMP, Inc.
Approval to award the Construction Engineering & Inspection (CEI) services contract for the Harbin Parking Modification Project to DRMP, Inc. in the amount of \$89,388.00
- 7.P Task Work Order No. 1 to American Persian Engineering & Construction, LLC for the Construction of the Harbin Parking Modification Project
City Commission approval of Task Work Order No. 1 to American Persian Engineering & Construction, LLC (APEC) for the construction of the Harbin Parking Modification Project in the amount of \$342,452.00.
- 7.Q Execution of the Osceola Home Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee for FY 2022-2023
Approval for the Mayor to execute the FY 2022-2023 Osceola HOME Consortium Disbursement Agreement between Osceola County and the City of Kissimmee.
- 7.R Approval to award bid RFP2023-002 for Concession Services at Fortune Road Athletic Complex and Bob Makinson Aquatic Center to Gulfstream Catering Inc
Approval to award bid RFP2023-002 for Concession Services at Fortune Road Athletic Complex and Bob Makinson Aquatic Center to Gulfstream Catering Inc and allow the City Manager to sign any additional documents or amendments regarding this contract.
- 7.S Transfer of Gas Tax Funds from Reserves for Road Materials and Supplies
Approval to transfer funding from Gas Tax reserves to increase the FY 2022-2023 budget for road materials and supplies to continue funding the resurfacing projects that were approved in prior years.
- 7.T Road Resurfacing Task Work Order #1 for Dyer Boulevard Phase I and Carrol Street Project to Asphalt Paving Systems
Approval to award the resurfacing, milling, and overlay of Dyer Boulevard Phase I and a portion of Carrol Street to Asphalt Paving Systems in the amount of \$1,368,903.99.
- 7.U Option Agreement Between The City of Kissimmee, Florida, Diamond Elite Kissimmee LLC and Diamond Elite Kissimmee Apartments LLC

Approval of the Option Agreement between the City of Kissimmee, Diamond Elite Kissimmee LLC, and Diamond Elite Kissimmee Apartments LLC.

7.V Authorization to transfer funds into an ongoing city-wide security project

Authorization to transfer funds from a reserve account into a city-wide security project.

8. DISCUSSION ITEMS

8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

The Commission is requested to make an appointment to fill vacancies on the Board of Adjustment and Planning Advisory Board.

City Manager Steigerwald informed the Commission that Seat #1, Commissioner Castano, is the only appointment expiring tonight. The two remaining appointments are due to expire on February 21, 2023.

Commissioner Castano made a motion for a 30-day extension on the vacancy for the Board of Adjustment. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald wished everyone a happy new year and stated he looks forward to the Commission Retreat on Friday, January 20, 2023, in the Commission Chambers at 8:30 a.m.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady had nothing.

Commissioner Alvarez wished everyone a happy new year and commented that is looking forward to working together at the Commission Retreat.

Commissioner Martinez thanked everyone for being present tonight and stated she was honored to attend an event at (RIS) Radiology & Imaging Specialist of Kissimmee, at 3016 Dyer Boulevard, Kissimmee. She was happy to support a local business that sent out invitations to attend their event. Happy New Year to everyone and commented on the MLK Jr. Day celebration.

Vice-Mayor Castano wished everyone a happy new year and stated she was surprised to be asked to run the meeting as the Mayor tonight. She was honored to serve in this role and she'll continue to practice for this responsibility. Vice-Mayor Castano commented on the MLK, Jr. Celebration.

10. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 6:28 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Hand-out - NAACP Application
Influential Leader Award
Item 6

ITEM 7.B

Agreement with EnRange, Inc. for Public Safety Training Center lead mitigation services

Request

The Police Department (KPD) requests the Commission to approve and the Mayor to sign the Agreement between the City of Kissimmee and EnRange, Inc. for lead mitigation services at the Public Safety Training Center (PSTC). Additionally, KPD requests the Commission authorize the City Manager to sign and execute any option to renew the Agreement.

Explanation

Lead mitigation, ventilation system filter replacement, berm grooming, lead and brass recovery, and other cleaning services are required maintenance services at the PSTC. These services help in maintaining a safe work environment at the PSTC. KPD has an opportunity through a cooperative agreement with Monroe County Sheriff's Office (MCSO) to contract with EnRange, Inc. EnRange, Inc. is capable of providing a one-stop service for the maintenance listed above. If executed, the contract period would be from the date of signing to April 21st, 2023 with an option to renew for an additional two years if renewed by MCSO. Entering into this Agreement complies with the City's Purchasing Manual and EnRange, Inc. has provided written permission to the City for procurement using MCSO's contract as a master agreement.

Recommendation

The Police Department recommends that the Mayor sign the Agreement between the City of Kissimmee and EnRange, Inc. for lead mitigation services at the PSTC, and Commission authorize the City Manager to sign and execute any option to renew the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. (S) Agreement with EnRange, Inc. for Public Safety Training Center lead mitigation services

**AGREEMENT between CITY OF KISSIMMEE
and
E.N. RANGE, INC.**

THIS AGREEMENT is made this 20 day of DECEMBER, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and **E.N. RANGE INC.**, whose address is 3738 NW 81st Street, Miami, FL 33147, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, The City of Kissimmee periodically is in need of lead management and cleaning, mining and lead recovery, filter replacement, and brass collection at the Public Safety Training Center, (hereinafter "Project"); and

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

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the City may procure goods and services from bid or proposals through purchasing agreements with the General Services Administration for Schedule 84 (law enforcement) contracts; and

WHEREAS, Pursuant to the Monroe County Sheriff's Office's (hereinafter "HCSO") competitive bidding and selection process, on April 22, 2021, MCSO, as the lead Public Agency, entered into contract (hereinafter "Master Purchase Agreement") with **E.N. RANGE, INC.**, which allows other public agencies in need of similar products and services to make purchases through the existing contract; and

WHEREAS, City has determined that it is economically advantageous and in the best interest to enter desires to contract with Contractor to provide the service; and

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SCOPE OF WORK.** The general Scope of Work is for: the proper collection, removal, and testing of spent ammunition; cleaning, inspection, and service of traps; the proper disposal/recycle of hazardous and non-hazardous materials; and replacement of the granular rubber where necessary at the indoor firing range. Range maintenance will also

include a Filtration Air Unit (herein after "FAU") system check, filter replacements as required, and clean/vacuum of facility.

Contractor shall meet all regulatory governing bodies' standards or regulations (including but not limited to Federal, State, Local, Environmental, etc.) related to the collection and disposal of lead ammunition and recycling. It shall be the sole responsibility of Contractor to perform all Work to meet and/or exceed the regulations for this type of lead removal and disposal, to include, all protection to individuals working on site. Contractor shall be responsible for any work performed that does not meet regulations and requirements. Any fines associated with deficient work shall be the responsibility of Contractor.

Any reference to the "Work" throughout this Agreement is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to Service Proposal and Agreement (Attachment A).

3. **LOCATION.** The requirements for this Agreement include furnishing the services specified herein at The Public Safety Training Center, 1701 Jack Calhoun Drive, Kissimmee, FL 34741 (hereinafter "Center").
4. **TERM.** The term of this Agreement shall be from the time of execution of the contract through March 31, 2023, the date of the expiration of the first renewal term of the Master Purchase Agreement, and may be extended, if extended by MCSO for three additional one-year terms.
5. **RESPONSIBILITIES OF THE PARTIES.** The responsibilities of the City are defined within the "Client Responsibilities" Section and the responsibilities of the Contractor are defined within the "En.Range Responsibilities" Section of the Service Proposal and Agreement (Attachment A) and both sections are incorporated herein.
6. **TASK ORDERS.** The City shall request work to be performed by email (hereinafter "Task Order") on an as needed basis at the City's discretion. The City is not required by this Agreement to request work quarterly, tri-annual, semi-annual, or annual basis. Contractor shall provide an email address to City for the sending of Task Orders. The City may request Standard Cleaning Services, Full Range Cleaning, Lead Recovery, Pocket Filter Replacement and/or HEPA Filter Replacement as defined in Attachment A by Task Order. The City shall provide dates of availability of the Center for completion of work. At minimum, City shall provide Contractor one five-day period to complete the requested work. Such five-day period shall be between 15 and 30 days after the receipt of a Task Order. Contractor shall perform work only when the Center is available. Contractor shall begin work within 30 days of receipt of a Task Order. The City may issue subsequent modifications to the Task Order(s) for additional work that was not known or included in the Service Proposal and Agreement that is found to be needed

during the work on the Project to complete the Project over and above the quoted amount. Contractor must seek approval from the City before performing any additional work.

7. **PAYMENT.** The City agrees to pay Contractor for services rendered the total NOT TO EXCEED the sums in the Service Proposal and Agreement (Attachment A). Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
8. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
9. **TERMINATION.**
 - a. CITY may terminate this Agreement, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACOR.
 - b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

- c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
- d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.
- f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further task orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.
- g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.
- h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

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

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

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 9 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.
13. **NON-APPROPRIATION.** All funds for payment by City under this Agreement are subject to the availability of an annual appropriation for this purpose by the Kissimmee City Commission. In the event of non-appropriation of funds by the Kissimmee City Commission for the goods and/or services provided under this Contract, City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Contractor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

14. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
15. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
16. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
17. **NOTICES.** With the exception of Task Orders, notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Chief of Police
8 N. Stewart Avenue
Kissimmee, Florida 34741

Notice to Contractor:

Daryl Pollak
Director of Sales and Marketing
3738 NW 81st Street
Miami, Florida 33147

18. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Attachments and together with the Master Agreement referenced herein, shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein. If any provisions of the Master Agreement or the Attachments conflict with this Agreement, then the provisions of this Agreement shall control.
19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only if written and valued considerations exchanged.
20. **E-VERIFY.** Contractor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and Contractor agrees to comply with the requirements of said statute. Contractor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for

salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this Agreement in accordance with §448.095(2), Fla. Stat.

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

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

- A. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- B. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- C. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

D. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

E. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

F. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

24. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

25. **NONDISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

26. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the Parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

27. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

28. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

E.N. RANGE, INC

By: TOM TAYLOR Thomas M. Taylor

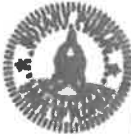
Title: CEO

Date: 12/20/2022

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20 day of DEC, 2022,
by ME Gissella Lightsey as THOMAS MICHAEL TAYLOR.
for In Person who is ☐ personally known or ☐ produced the following
identification: DL T460-833-70-184-0

Seal:

 **Gissella P. Lightsey**
Comm. #GG914112
Expires: Sept. 17, 2023
Bonded Thru Aaron Notary
comm expires 09/2023
comm # GG914112

Gissella Lightsey
Signature of Notary Public

CITY OF KISSIMMEE

By: _____
Mayor- Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

City Attorney

Service Proposal and Agreement

Date: August 30, 2022

Client: Kissimmee Public Safety Training Center
1701 Jack Calhoun Dr.
Kissimmee, FL 34741
(407) 847-0176

Contact: George Montgomery
gmontgomery@kissimmee.org
(407) 744-8954

This Service Proposal is being provided by En.Range Inc. exclusively for the Kissimmee Public Safety Training Center (hereafter referred to as Client) and is subject to the terms and conditions specified in this proposal.

About En.Range

Gun ranges of all types across the country face increasing health, safety, and environmental issues. We partner with indoor and outdoor firing ranges, regardless of backstop system, to provide comprehensive, turn-key solutions for everything from the firing line forward.

We assist our clients in maintaining compliance with the rules and regulations issued by EPA, OSHA, DEP and other regulatory bodies to help reduce liability and improve health and safety.

En.Range is a recognized industry leader with a proven track record of over 20 years cleaning indoor and outdoor. As a fully licensed and insured lead abatement and HAZMAT contractor, we protect our customers from the significant liabilities and health risks associated with lead handling and removal, filter maintenance and disposal, and other environmental activities.

Law Enforcement

En.Range partners with municipal, county, state, and federal law enforcement and their training academies all across the United States. We provide firing range services for indoor and outdoor ranges used by the nation's first responders.

We are sensitive to the unique critical standards required by law enforcement facilities that generally do not exist for most other firing ranges. We are experts in meeting the challenges that these facilities present, such as dealing with frangible ammo, working around interactive targeting systems, and servicing indoor/outdoor hybrid structures.



EPA Best Practices for Lead Management



The EPA publishes the *Best Practices for Lead Management* to help range owners minimize the risk that their customers and employees are not exposed to lead contamination. We can help ranges develop site specific solutions to implement these best management practices to stay

We service all indoor and outdoor gun ranges, including military, law enforcement, municipality, county, federal, correctional, commercial, and private clubs & associations.

Proposed Service Date

En Range is sensitive to our client's needs for trustworthy, high-quality, yet affordable service providers. We attempt to schedule projects to minimize transportation costs and range downtime where possible. A service date has not yet been proposed.

Scope of Work

This proposal is for range cleaning services to be performed at the outdoor shooting range located at the address indicate in this agreement.

The quotes below are for an indoor shooting range utilizing a sloped granulated rubber berm system. There are 20 shooting lanes, but no individual booths. The shooting lanes are 150' long with 20' behind the firing line to the back wall. The bay dimensions are approximately 80' wide by 170' long.

Base Year

Quarterly Range Cleaning

The estimated time to complete this project is 1 day using a crew of 2.

Pricing is based on the service being performed 3 times per year (the first three quarters of the year).

Description	Qty	Rate	Amount
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$42.50	\$850.00
Full thorough HEPA vacuuming of floor and all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	20	\$77.50	\$1,550.00
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$320.00	\$320.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	2	\$69.68	\$139.36
Transportation expenses (per mile).	392	\$3.17	\$1,242.64
Lodging, per-diem, and other expenses, per day.	1	\$220.00	\$220.00
Service Total:			\$4,322.00

Annual Range Cleaning

The estimated time to complete this project is 1 day using a crew of 4.

Full range cleaning should be performed at least once per year, preferably as the 4th quarter cleaning. The Annual Range Cleaning can be performed on an as-needed basis in lieu of the Quarterly Range Cleaning depending on range usage.

Description	Qty	Rate	Amount
Inspect Trap. Replace and/or tighten (hand tight, plus another 1/6 turn) any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap. Inspect the backstop for the proper level (3 feet deep at all levels) of granular rubber. Report issues that must be repaired by the manufacturer.	20	\$35.00	\$700.00
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$42.50	\$850.00
Clean and HEPA vacuum turning target system, target carriers, and rails.	20	\$42.50	\$850.00
Full thorough cleaning, lead removal, and HEPA vacuuming of range from front wall behind firing line to backstop, including floor and walls to 8'.	20	\$160.00	\$3,200.00
Standard cleaning and HEPA vacuum behind trap.	20	\$34.00	\$680.00
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$320.00	\$320.00
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$695.00	\$695.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	4	\$69.68	\$278.72
Transportation expenses (per mile).	392	\$3.17	\$1,242.64
Lodging, per-diem, and other expenses, per day.	1	\$440.00	\$440.00
Service Total:			\$9,256.36

Lead Recovery

The estimated time to complete this project is 2 days using a crew of 4.

Lead recovery from the granulated bullet trap should be performed as per the manufacturer's recommendation. As requested, an estimate of HAZ-Mat disposal is included in this quote.

Note: The ventilation system must be running during the recovery process.

Description	Qty	Rate	Amount
Recover 95+% of all spent rounds from granulated rubber trap. Return remaining rubber to trap, groom and properly slope rubber, refill storage bins from existing client rubber supply if available (Lanes 1-10).	20	\$690.00	\$13,800.00
Standard single-pass HEPA vacuuming of each position from firing line to backstop.	20	\$63.00	\$1,260.00
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$695.00	\$695.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	8	\$69.68	\$557.44
Transportation expenses (per mile).	392	\$3.17	\$1,242.64
Lodging, per-diem, and other expenses, per day.	2	\$440.00	\$880.00
Service Total:			\$18,435.08

Pocket Filter Replacement

Filters should be replaced on an as-needed basis—usually when recommended by the ventilation monitoring system. The estimated time to complete this project is 1 day deploying a crew of 2.

PPE transportation, and per-diem will not be charged this service can performed in conjunction with a Quarterly Cleaning Service.

Note: PPE transportation, and per-diem will be applicable if performed as a stand-alone service.

As requested, an estimate of HAZ-Mat disposal is included in this quote.

Description	Qty	Rate	Amount
FAU-1 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$164.00	\$2,460.00
FAU-2 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$164.00	\$2,460.00
FAU-3 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$164.00	\$2,460.00
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$180.00	\$540.00
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$32.50	\$1,462.50
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	1	\$178.50	\$178.50
Disposal of 1.6 yd ³ Haz-Pack box.	2	\$1,200.00	\$2,400.00
Service Total:			\$11,961.00

En.Range recommends Camfil Hi-Flo SR pocket filters for use in shooting ranges where longevity, durability, and maximum protection of HEPA filters is paramount. Particle efficiency meets requirements according to ISO 16890 for IAQ. All features considerably reduce the life cycle cost of Hi-Flo filters versus competitors.

En.Range will provide quotes for other manufacturer filters if requested. Tax and shipping are not included. Prices for filters are subject to change after July 31, 2021.

HEPA Filter Replacement

Filters should be replaced on an as-needed basis—usually when recommended by the ventilation monitoring system. The estimated time to complete this project is 1 day deploying a crew of 2.

PPE transportation, and per-diem are not shown below as this service can performed in conjunction with a cleaning. Note: These additional fees will be applicable if the service is performed stand-alone.

As requested, an estimate of HAZ-Mat disposal is included in this quote.

Description	Qty	Rate	Amount
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$251.50	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$251.50	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$251.50	\$3,772.50
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$170.00	\$510.00
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$65.00	\$2,925.00
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	3	\$179.00	\$537.00
Disposal of 1.6 yd ³ Haz-Pack box.	3	\$1,200.00	\$3,600.00
Service Total:			\$18,889.50

En.Range will provide quotes for other manufacturer filters if requested. Tax and shipping are not included. Prices for filters are subject to change after July 31, 2021.

Option Year 1 Pricing

Quarterly Range Cleaning

Description	Qty	Rate	Amount
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$44.41	\$888.25
Full thorough HEPA vacuuming of floor and all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	20	\$80.99	\$1,619.75
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$334.40	\$334.40
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	2	\$72.82	\$145.63
Transportation expenses (per mile).	392	\$3.31	\$1,298.56
Lodging, per-diem, and other expenses, per day.	1	\$229.90	\$229.90
Service Total:			\$4,516.49

Annual Range Cleaning

Description	Qty	Rate	Amount
Inspect Trap. Replace and/or tighten (hand tight, plus another 1/6 turn) any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap. Inspect the backstop for the proper level (3 feet deep at all levels) of granular rubber. Report issues that must be repaired by the manufacturer.	20	\$36.58	\$731.50
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$44.41	\$888.25
Clean and HEPA vacuum turning target system, target carriers, and rails.	20	\$44.41	\$888.25
Full thorough cleaning, lead removal, and HEPA vacuuming of range from front wall behind firing line to backstop, including floor and walls to 8'.	20	\$167.20	\$3,344.00
Standard cleaning and HEPA vacuum behind trap.	20	\$35.53	\$710.60
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$334.40	\$334.40
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$726.28	\$726.28
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	4	\$72.82	\$291.26
Transportation expenses (per mile).	392	\$3.31	\$1,298.56
Lodging, per-diem, and other expenses, per day.	1	\$459.80	\$459.80
Service Total:			\$9,672.90

Lead Recovery

Description	Qty	Rate	Amount
Recover 95+% of all spent rounds from granulated rubber trap. Return remaining rubber to trap, groom and properly slope rubber, refill storage bins from existing client rubber supply if available (Lanes 1-10).	20	\$721.05	\$13,800.00
Standard single-pass HEPA vacuuming of each position from firing line to backstop.	20	\$65.84	\$1,260.00
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$726.28	\$695.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	8	\$72.82	\$557.44
Transportation expenses (per mile).	392	\$3.31	\$1,242.64
Lodging, per-diem, and other expenses, per day.	2	\$459.80	\$880.00
Service Total:			\$18,435.08

Pocket Filter Replacement

Description	Qty	Rate	Amount
FAU-1 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$171.38	\$2,570.70
FAU-2 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$171.38	\$2,570.70
FAU-3 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$171.38	\$2,570.70
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$188.10	\$564.30
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$33.96	\$1,528.31
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	1	\$186.53	\$186.53
Disposal of 1.6 yd ³ Haz-Pack box.	2	\$1,254.00	\$2,508.00
Service Total:			\$12,499.25

HEPA Filter Replacement

Description	Qty	Rate	Amount
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$262.82	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$262.82	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$262.82	\$3,772.50
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$177.65	\$510.00
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$67.93	\$2,925.00
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	3	\$187.06	\$537.00
Disposal of 1.6 yd ³ Haz-Pack box.	3	\$1,254.00	\$3,600.00
Service Total:			\$18,889.50

Option Year 2 Pricing

Quarterly Range Cleaning

Description	Qty	Rate	Amount
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$46.41	\$928.22
Full thorough HEPA vacuuming of floor and all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	20	\$84.63	\$1,692.64
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$349.45	\$349.45
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	2	\$76.09	\$152.18
Transportation expenses (per mile).	392	\$3.46	\$1,356.99
Lodging, per-diem, and other expenses, per day.	1	\$240.25	\$240.25
Service Total:			\$4,719.73

Annual Range Cleaning

Description	Qty	Rate	Amount
Inspect Trap. Replace and/or tighten (hand tight, plus another 1/6 turn) any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap. Inspect the backstop for the proper level (3 feet deep at all levels) of granular rubber. Report issues that must be repaired by the manufacturer.	20	\$38.22	\$764.42
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$46.41	\$928.22
Clean and HEPA vacuum turning target system, target carriers, and rails.	20	\$46.41	\$928.22
Full thorough cleaning, lead removal, and HEPA vacuuming of range from front wall behind firing line to backstop, including floor and walls to 8'.	20	\$174.72	\$3,494.48
Standard cleaning and HEPA vacuum behind trap.	20	\$37.13	\$742.58
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$349.45	\$349.45
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$758.96	\$758.96
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	4	\$76.09	\$304.37
Transportation expenses (per mile).	392	\$3.46	\$1,356.99
Lodging, per-diem, and other expenses, per day.	1	\$480.49	\$480.49
Service Total:			\$10,108.18

Lead Recovery

Description	Qty	Rate	Amount
Recover 95+% of all spent rounds from granulated rubber trap. Return remaining rubber to trap, groom and properly slope rubber, refill storage bins from existing client rubber supply if available (Lanes 1-10).	20	\$753.50	\$13,800.00
Standard single-pass HEPA vacuuming of each position from firing line to backstop.	20	\$68.80	\$1,260.00
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$758.96	\$695.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	8	\$76.09	\$557.44
Transportation expenses (per mile).	392	\$3.46	\$1,242.64
Lodging, per-diem, and other expenses, per day.	2	\$480.49	\$880.00
Service Total:			\$18,435.08

Pocket Filter Replacement

Description	Qty	Rate	Amount
FAU-1 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$179.09	\$2,686.38
FAU-2 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$179.09	\$2,686.38
FAU-3 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$179.09	\$2,686.38
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$196.56	\$589.69
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$35.49	\$1,597.09
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	1	\$194.93	\$194.93
Disposal of 1.6 yd ³ Haz-Pack box.	2	\$1,310.43	\$2,620.86
Service Total:			\$13,061.71

HEPA Filter Replacement

Description	Qty	Rate	Amount
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$274.64	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$274.64	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$274.64	\$3,772.50
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$185.64	\$510.00
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$70.98	\$2,925.00
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	3	\$195.47	\$537.00
Disposal of 1.6 yd ³ Haz-Pack box.	3	\$1,310.43	\$3,600.00
Service Total:			\$18,889.50

Option Year 3 Pricing

Quarterly Range Cleaning

Description	Qty	Rate	Amount
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$48.50	\$969.99
Full thorough HEPA vacuuming of floor and all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	20	\$88.44	\$1,768.81
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$365.17	\$365.17
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	2	\$79.52	\$159.03
Transportation expenses (per mile).	392	\$3.62	\$1,418.06
Lodging, per-diem, and other expenses, per day.	1	\$251.06	\$251.06
Service Total:			\$4,932.12

Annual Range Cleaning

Description	Qty	Rate	Amount
Inspect Trap. Replace and/or tighten (hand tight, plus another 1/6 turn) any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap. Inspect the backstop for the proper level (3 feet deep at all levels) of granular rubber. Report issues that must be repaired by the manufacturer.	20	\$39.94	\$798.82
Clean top surface of granulated rubber to remove visible shotgun cups, wadding, and other materials. Shovel, groom, and properly slope granulated rubber trap. Return excess rubber to trap bins. Refill all trap bins with granulated rubber from client supply. Labor only.	20	\$48.50	\$969.99
Clean and HEPA vacuum turning target system, target carriers, and rails.	20	\$48.50	\$969.99
Full thorough cleaning, lead removal, and HEPA vacuuming of range from front wall behind firing line to backstop, including floor and walls to 8'.	20	\$182.59	\$3,651.73
Standard cleaning and HEPA vacuum behind trap.	20	\$38.80	\$775.99
Standard D-Lead wipe-down of all horizontal exposed surfaces (except the floor) from the back wall out to 20', including tables, staging pedestals, rifle racks, etc., as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	1	\$365.17	\$365.17
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$793.11	\$793.11
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	4	\$79.52	\$318.07
Transportation expenses (per mile).	392	\$3.62	\$1,418.06
Lodging, per-diem, and other expenses, per day.	1	\$502.11	\$502.11
Service Total:			\$10,563.04

Lead Recovery

Description	Qty	Rate	Amount
Recover 95+% of all spent rounds from granulated rubber trap. Return remaining rubber to trap, groom and properly slope rubber, refill storage bins from existing client rubber supply if available (Lanes 1-10).	20	\$787.40	\$13,800.00
Standard single-pass HEPA vacuuming of each position from firing line to backstop.	20	\$71.89	\$1,260.00
Disposal of range generated HAZ-Mat waste, per 55gal. drum	1	\$793.11	\$695.00
Personal protective equipment (suits, masks, filters, gloves, etc.) used by crew on the job, per person.	8	\$79.52	\$557.44
Transportation expenses (per mile).	392	\$3.62	\$1,242.64
Lodging, per-diem, and other expenses, per day.	2	\$502.11	\$880.00
Service Total:			\$18,435.08

Pocket Filter Replacement

Description	Qty	Rate	Amount
FAU-1 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$187.15	\$2,807.27
FAU-2 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$187.15	\$2,807.27
FAU-3 Unit. Camfil Hi-Flo SR, 20 x 24 x 22, Pocket Filter, MERV 14	15	\$187.15	\$2,807.27
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$205.41	\$616.23
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$37.09	\$1,668.96
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	1	\$203.70	\$203.70
Disposal of 1.6 yd ³ Haz-Pack box.	2	\$1,369.40	\$2,738.80
Service Total:			\$13,649.49

HEPA Filter Replacement

Description	Qty	Rate	Amount
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$287.00	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$287.00	\$3,772.50
AstroCel® HCX HEPA Hi-Flo 24x24x12, Metal Frame, High Cap, MERV 17	15	\$287.00	\$3,772.50
Cleaning of the air handling system with a HEPA filter equipped vacuum.	3	\$194.00	\$510.00
Remove and replace all contaminated intermediate filters. Bag and label for recycling and/or hazmat disposal.	45	\$74.18	\$2,925.00
42" x 42" x 42" 1.6 cy. yd. Haz-Pack box, UV treated high density woven polypropylene, UN 13H4 rated	3	\$204.27	\$537.00
Disposal of 1.6 yd ³ Haz-Pack box.	3	\$1,369.40	\$3,600.00
Service Total:			\$18,889.50

Client Responsibilities

- Provide a work area safe from firearms activity during the cleaning process.
- Provide bathroom facilities with running water (and shower, if possible).
- Provide a secure area for the storage of En.Range equipment while on site.
- Provide a person of authority on call during the times of service.

En.Range Responsibilities

- Complete all tasks indicated in the scope of work section of this proposal.
- Complete all work in accordance with OSHA requirements 29 CFR 1910.1025, 1910.134, 1926.62, etc. (where applicable), as well as protecting the environment (40 CFR 50.12, 40 CFR 260-270).
- Properly package and label all used cleaning supplies and personal protective equipment in UN-DOT approved containers as lead-contaminated hazardous waste for disposal by client.

Recovery and Credit

En.Range will credit client for spent bullet lead recovered during lead recovery services. All recovered metals will be bagged, weighed, and documentation will be provided to client if requested. All brass should be collected and stored on-site in 55-gallon drums for pickup by En.Range during cleaning services.

En.Range will credit client for metals based on the London Metal Exchange (www.lme.com) published price on the day of service.

- Range lead will be at 47% of LME Cash Price (Bid).
- Range brass will be at 50% of LME Cash Copper Price (Bid).

Credits shall be applied toward satisfying outstanding invoices. Any credit above and beyond the invoice amount will be held as a credit toward future services, or, paid directly to client within 30 days if requested.

Example of Metals Credit

LME pricing for lead and copper for 8/30/2022 are shown below along with the credit client would receive, per pound, on that date. The LME lists prices per metric tonne (2,204.62 lbs.).

Metal	LME (tonne)	LME (lb)	Rate	Credit
LME Lead Market Price	\$1,996.50	\$0.91	47%	\$.43
Clean yellow brass casings (no plastic, polymer, steel, aluminum, .22, etc), per lb.	\$8,313.00	\$3.77	47%	\$1.78

Invoice and Settlement

Settlement Amounts owed by Client will be invoiced upon completion of services to the address and email address indicated in this Service Proposal. Terms of payment are due upon receipt (DUR) and must be made within 30 days. Balances not paid by Client within 30-days from the date of the invoice may be subject to a 1.5% penalty of the remaining balance per calendar month.

AGREED AND EXECUTED on the date below:

For Kissimmee Public Safety Training Center:

Signature: _____

Name: _____ Date: _____

Title: _____

E-mail: _____

For En.Range, Inc:

Signature:  _____

Name: Daryl Pollak Date: 8/30/2022

Title: Director of Sales & Marketing

E-mail: daryl@en-range.com

ITEM 7.C

Approval to Accept financial assistance from the Florida Urban and Community Farming Pilot Program Grant for a Community Garden

Request

Acceptance of financial assistance to build a Community Garden from the Florida Urban and Community Farming Pilot Program through the Florida Department of Agriculture and Consumer Services and to amend the budget accordingly.

Explanation

The Parks and Recreation Department went before the Commission on August 17, 2021 to apply for financial assistance from the Florida Department of Agriculture and Consumer Services through their Florida Urban Community Farming Pilot Program to build a Community Garden for families at Quail Hollow Park. In that request, the City requested \$50,000 with a City match and a resolution (16-2021) allowing the City Manager to accept and sign any and all documentation.

The City has since been awarded the grant in the new amount of \$40,000. Staff would like to accept the \$40,000 with a City Match of \$10,000 and to amend the budget accordingly. Should the Commission approve this request, it is anticipated that a new community garden space will be operational by the summer of 2023.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15050406-506393	TBD	Increase	\$40,000	
15000331-331700	TBD	Increase	\$40,000	
03210108-508282	TBD	Decrease	\$10,000	
03250406-506393	TBD	Increase	\$10,000	

Financial Summary:

A new project should be created and funds deposited from the grant and the City's match for the overall project total and amended accordingly.

Recommendation

Acceptance of financial assistance to build a Community Garden from the Florida Urban and Community Farming Pilot Program through the Florida Department of Agriculture and Consumer Services and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Urban Farming Grant Signed Agreement



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this 26th day of May, 2022 by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and City of Kissimmee, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated August 30th, 2021 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 83101902 (Energy Use Reduction Measures)

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$40,000.00. In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31 day of May of 2024 ("Term"). **All installation work must be completed by May 31, 2023 ("Term").**
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal

of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measureable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the SUBRECIPIENT APPLICATION.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.
- c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <http://forms.freshfromflorida.com/02019.pdf>.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the (insert name of federal agency) support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the (insert name of federal agency)".
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the (insert name of federal agency) through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the (insert name of federal agency) nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed

under this AGREEMENT shall have any proprietary interest in such property.

- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- 1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
- 2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- 3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
- 4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
- 5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
- 6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.freshfromflorida.com/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to

cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

- a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's

findings a corrective action plan to address each audit finding included in the current year auditor's reports.

- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.
- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and

data collection form described in Appendix X to 2 CFR, Part 200.

- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://facweb-census.gov>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

- 1. Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under this AGREEMENT.
- 2. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with this AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 3. The SUBRECIPIENT acknowledges and agrees that:
 - i. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. The SUBRECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
5. The SUBRECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This AGREEMENT is contingent upon the availability of funding from the federal agency. This AGREEMENT may be terminated by RECIPIENT if funding from the federal agency is reduced or terminated.
7. The SUBRECIPIENT represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this AGREEMENT shall be verified by SUBRECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The SUBRECIPIENT shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-

25 shall be cause for unilateral cancellation of this AGREEMENT.

9. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.
10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.
11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.
13. This AGREEMENT may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
14. In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.
15. This AGREEMENT shall be controlled by Florida law, without regard to any conflict of law provisions thereof.
16. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachments:

- A- Scope of Work
- B- Monthly Performance Progress Report
- Exhibit-1
- C- Special Audit Requirements
- D- Reimbursement Requirements
- E- Final Progress Report
- F- Property Reporting
- G- Federally Funding Grantee, Sub-Grantee and Contract Provisions Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds FDACS-01522 Rev.01/21
- H- Federal Funding Provisions

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Natasha Gonder and is located at 600 South Calhoun Street Ste B04 Tallahassee, Florida 32399.

The Grant Manager for the SUBRECIPIENT is Rod Bargaineer and is located at 101 Church Street 3rd Floor Kissimmee, Florida 34741.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from (United States Department of Energy), federal financial assistance funding opportunity under FAIN # (DE-FOA-0000052) and Catalog of Federal Domestic Assistance (81.041).

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

Casey Drake
Signature

Director of Administration
Title

5/4/2022
Date

Mike Steigerwald
Signature
Mike Steigerwald
City Manager
Title

5/26/2022
Date



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT A
GRANT AGREEMENT NO. URF012/_____
GRANT SCOPE OF WORK

A. PROJECT TITLE: Quail Hollow Park Community Garden

B. PROJECT LOCATION: *1716 Woodcrest Boulevard Kissimmee, Florida 34744*

C. PROJECT BACKGROUND:

The City of Kissimmee is in need of federal financial assistance to further its urban farming/local food production efforts by constructing a new community garden. The federal funding requested is crucial in enabling the City to address the growing need for access to safe and affordable local produce. With food insecurity now increasing at a faster rate due to the impacts of COVID, the City has identified the development of the urban garden facility as priority.

The project will further several of the grant program objectives. Once complete, the approximately 20,000 SF garden facility located at Quail Hollow Park will become the new home to the City's local food program. The garden will provide access to all members of the community, and programs will focus on underserved segments of the population that are most in need. Kissimmee has approximately 36,000 LMI residents, making up almost half of the population. Many of these residents, including families with children, identify as being food insecure. The City will be able to target these residents by using its already established recreational and cultural programming to increase awareness of the opportunities. This already established pool of potential participants will reduce the time needed to reach as many people as possible.

D. PROJECT OBJECTIVES:

Objective 1: Increase access to affordable local foods.

Objective 2: Establish long-term food production programs for all members of the community.

Objective 3: Reduce the energy consumption needed to produce and transport food by growing food where it is consumed.

Objective 4: Increase awareness of the importance of local food production and its impact on energy consumption.

E. PROJECT DESCRIPTION:

Task 1: The City will use one of its continuing services contracts to engage the design consultant to prepare final plans, bid package, and obtain permits. City personnel will assist with this task by working with the design professional to ensure the facility meets the objectives of the project. The bid process will be accomplished by both Parks and Recreation staff working with Finance Department personnel. During the bid process the design consultant and staff will obtain a City building permit to save time and allow the selected contractor to immediately begin construction of the project. Task #1 is estimated to take 3 months.

Task 2: The City will complete the entire project using its competitive procurement process for several parts of the project. Through this process the City will select a contractor/vendor to complete construction of the fencing needed for the garden. Other items such as materials will be acquired using the purchasing guidelines of the City and grant. Procurement of all items will be accomplished by both Parks and Recreation staff working with Finance Department personnel. It is anticipated that this task will require two months.

Task 3: The City will utilize the results of the bid process to engage the top ranked fencing contractor. This selection of the contractor will be based off experience, capability, and cost effectiveness. The City will provide FDACS a copy of the proposed procurement and contract before executing. Upon FDACs approval, the City will enter into a contract with the company and issue a notice to proceed. This task will take approximately one month to complete.

Task 4: City staff will construct the community garden facility at the City Park. Using the design specifications along with construction inspection from City staff the following activities will be completed.

- Garden Plot Preparation – Eliminating weeds and getting the soil ready by tilling & soil amendment are important first steps in growing a successful garden. Time spent in preparation reduces the time you'll have to spend maintaining and weeding your garden over the course of the growing season.
- Fencing External & Internal Plots – Fencing is one of the many tasks that needs to be accomplished for the proper maintenance of a public garden. Installing barriers around the garden will provide shelter against natural elements like wind gusts that can destroy the garden. Fencing will also assist in demarcate boundaries around individual rented plots.
- Irrigation Quick Coupler – Quick coupling valves allow hoses to be quickly connected to an underground irrigation supply pipe. This process normally is located under a valve box and are used for hand watering points or for connection of temporary irrigation sprinklers.
- Plant Boxes/ Containers- Growing plants in containers makes gardening accessible to almost anyone including children and those with limited mobility.
- Miscellaneous Equipment – Materials that will be associated with completing the garden.
- Signage – Garden signs will be used to reflect the purpose of the garden and address the anticipated needs from the public. Signs will be use also to identified rented plots within the garden.

Task 5: The City will manage the project and administer the federal funding. City staff from Parks and Finance will oversee these activities but will utilize a consultant to assist with grant reporting including progress reports, financial reporting, and post completion evaluation reporting. Administration of the federal funds will also include ensuring procurement meets federal guidelines and all other requirements such as compliance with Davis Bacon are adhered to. This Task will include 12 months of reporting after project is constructed. The City will evaluate the project through reporting on rental use of the garden plots each month.

F. PROJECT DELIVERABLES/OUTPUTS: The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Task 1: Design	Design Specs Documents and Planning Items	1	4
2	Task 2: Permit	Permit process documents	1	4
3	Task 3: Bid Project	BID documents	1	4
4	Task 4: Construct Project	Receipts for the purchase of materials, photos of pre-, process, and post construction,	4	7
5	Task 5: Grant Administration	Grant monthly Reporting including Impact Evaluation	1	19

G. PROJECT BUDGET: The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries	\$0	\$6,000	City Personnel Funds
2. Fringe Benefits	\$0	\$	
3. Travel (if authorized)	\$0	\$	
4. Supplies/Other Expenses	\$15,500	\$	
5. Equipment	\$6,500	\$	
6. Contractual Services	\$18,000	\$4,000	Federal and Local Funds
7. Indirect (if authorized)	\$0	\$	
Total Project Budget	\$40,000	\$10,000	
Total Project Cost	\$50,000	= Grants Funds + Cost Share	
Cost Share Percentage	20%	= Cost Share / Total Project Cost	

THIS SPACE INTENTIONALLY LEFT BLANK

H. BUDGET DETAIL:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine-month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Department will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Department with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - If Indirect Costs are authorized, they must be based on a specified authorized rate in consultation with the Commission. The Indirect Cost Rate and the Direct costs upon which the amount of Indirect Cost is calculated must be reasonable, measurable, documented and the Indirect Cost Rate must be consistently applied. Calculations must be shown in Attachment B, Payment Request Summary Form.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

THIS SPACE INTENTIONALLY LEFT BLANK

I. TOTAL BUDGET BY TASK: The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Tasks 1, 2 & 3: Design/Permit/Bid Project (as referenced under Section E. & F.)	\$0	\$0	City of Kissimmee
2	Task 4: Construct Project (as referenced under Section E. & F.)	\$40,000	\$6,000	Federal and Local Funds
3	Task 5: Grant Administration (as referenced under Section E. & F.)	\$0	\$4,000	Federal and Local Funds
Totals:		\$40,000	\$10,000	
Total Project Cost:		\$50,000	= Grant Funds + Cost Share	

THIS SPACE INTENTIONALLY LEFT BLANK

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk . or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
Foreman	\$25	*	56 hrs.	=	\$1,400	M	N	N
Utility Worker	\$15	*	144 hrs.	=	\$2,520	M	N	N
Trades Worker	\$17.5	*	56	=	\$980	M	N	N
Operator 2	\$20	*	55	=	\$1,100	M	N	N
Sub-Totals for Salaries Category					\$6,000.00			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break-out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A									
Sub-Total of Fringe Benefits Category						\$0.00			

THIS SPACE INTENTIONALLY LEFT BLANK

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes

Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A				\$			
				\$			
				\$			
Sub-Total of Travel Category				\$0.00			

4. Supplies - Other Expenses

Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Lumber / Hardware for garden boxes	\$8,500	*	1	=	\$8,500	G	N	N
Black dirt/fertilizer/weed fabric	\$3,250	*	1	=	\$3,250	G	N	N
Irrigation Supplies (Piping, Hose, Heads)	\$2,250	*	1	=	\$2,250	G	N	N
Landscaping supplies (Mulch, Fill)	\$1,500	*	1	=	\$1,500	G	N	N
Sub-Total of Supplies - Other Expenses Category					\$15,500.00			

5. Equipment

Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Benches	\$2,500	*	1	=	\$6,500	G	N	N
Trash Receptacles	\$1,000							
Shed	\$3,000							
Sub-Total of Equipment Category					\$6,500.00			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
TBD	Rental Equipment (Earth moving equipment, trenching, digging equipment)	\$1,000	*	1	=	\$1,000	G	N	N
TBD	Fencing Contractor	\$17,000	*	1	=	\$17,000	G, M	N	N
TBD	Grant Administration	\$4,000	*	1	=	\$4,000	M	N	Y
Sub-Total of Contractual Services Category						\$22,000.00			

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
N/A	\$	*	%	=	\$	=	\$	+	\$
	\$	*	%	=	\$	=	\$	+	\$
	\$	*	%	=	\$	=	\$	+	\$
	\$	*	%	=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category					\$0.00	=	\$	+	\$

THIS SPACE INTENTIONALLY LEFT BLANK

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
1. Salaries	\$6,000	=	\$0	+	\$6,000
2. Fringe Benefits	\$	=	\$	+	\$
3. Travel (if authorized)	\$	=	\$	+	\$
4. Supplies/Other Expenses	\$15,500	=	\$15,500	+	\$0
5. Equipment	\$6,500	=	\$6,500	+	\$
6. Contractual Services	\$22,000	=	\$18,000	+	\$4,000
7. Indirect (if authorized)	\$	=	\$	+	\$
Total Project Budget	\$50,000	=	\$40,000	+	\$10,000

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

THIS SPACE INTENTIONALLY LEFT BLANK



Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT B
GRANT AGREEMENT NO. URF012 / _____
MONTHLY PROGRESS REPORT FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Grant Agreement No.:	URF012 / _____		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:	MM/DD/YYYY to MM/DD/YYYY		
Project Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
D. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).			
E. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

F. Provide an update on any upcoming outreach events or project activities.

G. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted, square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	
Equipment Purchases	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
	Total cost of other equipment over \$5,000 purchased	
Government, School, Institutional Procurement	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Other	Other	
	Amount of waste diverted	
	Number of trees planted	
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
	Amount of electricity generated from other renewable sources (MWH)	
Renewable Energy Market Development	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of hydropower systems installed	
	Total capacity of hydropower systems installed (kilowatt)	
	Number of systems installed other systems installed (BTU/h)	
	Total capacity of other systems installed (BTU/h)	

	Number of other systems installed (kilowatts)	
	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheets in which energy efficiency or renewable energy measures were recommended)	
Workshops, Training, and Education	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. **URF012** / _____ and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date





NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT C
GRANT AGREEMENT NO. URF012 / _____
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Agriculture and Consumer Services (hereinafter referred to as the "Department") to the Subrecipient (hereinafter referred to as the "grantee" or "Subrecipient"), may be subject to audits and/or monitoring by the Department, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR 200, Subpart F, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Department to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a nonprofit organization as defined in 2 CFR 200, Subpart F, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F, as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200, Subpart F, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subtitle III of 2 CFR 200, Subpart F, as revised.
3. If the Subrecipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).
4. The Subrecipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Subrecipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).
4. The Subrecipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the Subrecipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the Subrecipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The Subrecipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the Subrecipient, the Department, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Subrecipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florida Legislature's website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' website at <http://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

THIS SPACE INTENTIONALLY LEFT BLANK

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F, as revised, and required by Part I of this Attachment shall be submitted, when required by Subtitle III of 2 CFR 200, Subpart F, as revised, by or on behalf of the Subrecipient directly to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
 - B. The Federal Audit Clearinghouse designated in 2 CFR 200, Subpart F, as revised (the number of copies required by Subtitle III of 2 CFR 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Subtitle III of 2 CFR 200, Subpart F, as revised.
2. Pursuant to Subtitle III of 2 CFR 200, Subpart F, as revised, the Subrecipient shall submit a copy of the reporting package described in Subtitle III of 2 CFR 200, Subpart F, as revised, and any management letters issued by the auditor, to the Department at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
 - B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Department or its designee, Chief Financial Officer or Auditor General. The Subrecipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

THIS SPACE INTENTIONALLY LEFT BLANK

GRANT AGREEMENT NO. URF012 / _____
EXHIBIT – 1

FUNDS AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE0009476	United States Department of Energy	81.041	State Energy Program	\$40,000.00	146556

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
					\$	

Total Award:				\$40,000.00	
---------------------	--	--	--	--------------------	--

For each program identified above, the Subrecipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract/Grant Agreement scope of services/work. Any match required by the Subrecipient is clearly indicated in the Contract/Grant Agreement.





NICOLE "NIKKI"
FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT D
GRANT AGREEMENT NO. URF012 / _____
REIMBURSEMENT REQUIREMENTS

- A. The Subrecipient shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Department shall reimburse the Subrecipient for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$40,000.00 after receipt and approval by the Department's Contract Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Subrecipient is responsible for providing a minimum match of \$10,000.00 toward the project described in Attachment A, Scope of Work. All cost sharing or match shall meet any applicable state requirements. All cost sharing must be expended in concurrence with grant funds.
- B. Prior written approval from the Department's Contract Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Contract funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Department agrees to review a request by the Subrecipient to modify Attachment A, Scope of Work, should the Subrecipient find, after receipt of competitive bids, that the project described in Attachment A, Scope of Work, cannot be accomplished for the current estimated project cost. If the Department agrees to a modification of Attachment A, Scope of Work, it may be modified not to exceed the awarded funding identified above. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Scope of Work, or the available project funding.
- C. All reimbursement requests under this Agreement shall be submitted using the FDACS-02019 Subrecipient Payment Request Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Subrecipient shall submit a properly completed FDACS-02019 Subrecipient Payment Request Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph D. Ten percent of each approved reimbursement request shall be retained by the Department pending Subrecipient's compliance with requirements described below in paragraph F.
- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State funds. The State of Florida guidelines for allowable costs include, but are not limited to, the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. The Subrecipient must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.

- E. In addition to the requirements contained in paragraphs C & D above, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- F. The Subrecipient shall submit a Final Report, using the format and content shown on Attachment E, Final Report. Upon receipt and approval by the Contract Manager of the Final reimbursement request, required reporting and supporting documentation, pursuant to paragraph C above, the previously withheld retainage shall be released.
- G. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida for the specific purpose of funding the Department's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization, the total funding may be reduced accordingly. The Department, in accordance with direction from the Governor and/or the Florida Legislature, shall have final determination of the availability of any funds.





Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT E
GRANT AGREEMENT NO. URF012 / _____
FINAL PROGRESS REPORT FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Grant Agreement No.:	URF012 / _____		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:	MM/DD/YYYY to MM/DD/YYYY		
Project Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
D. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).			
E. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

F. Provide an update on any upcoming outreach events or project activities.

G. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted; square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	
Equipment Purchases	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
	Total cost of other equipment over \$5,000 purchased	
Government, School, Institutional Procurement	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Other	Other	
	Amount of waste diverted	
	Number of trees planted	
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
	Amount of electricity generated from other renewable sources (MWH)	
Renewable Energy Market Development	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of hydropower systems installed	
	Total capacity of hydropower systems installed (kilowatt)	
	Number of systems installed other systems installed (BTU/h)	
	Total capacity of other systems installed (BTU/h)	
	Number of other systems installed (kilowatts)	

	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheets in which energy efficiency or renewable energy measures were recommended)	
Workshops, Training, and Education	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman, and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. URF012 / _____ and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date





NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT F
PROPERTY REPORTING
(FOR PROPERTY WITH GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBERS)
URF012 / _____

GRANTEE: List non-expendable equipment/personal property* costing \$5,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$5,000 or more of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & model no.)/serial no./ cost, location/address, and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION (INCLUDING MANUFACTURER & MODEL NO.)	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
--------------------	---------------------------------------	-------

BELOW FOR DEPARTMENT USE ONLY

Grant Manager

Maintain this document with a copy of the invoices supporting the cost of each item identified above in your agreement file. If the agreement is a cost reimbursement agreement, make sure to send invoices supporting the cost of the items to finance and accounting for the processing of the grantee's/recipient's invoice for payment.

Signature

Date

FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT H
FEDERAL FUNDING GRANTEE,
SUBGRANTEE AND CONTRACTOR'S PROVISIONS

PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "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.

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance 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 sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) 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; (f) Sections 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; (g) 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; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance 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.
12. **Compliance with the provision 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.
13. **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.
14. **Compliance with environmental standards which may be prescribed 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 EP 11738; (c)

protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain 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).

15. **Compliance 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.
16. **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.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance 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 Agreement.
19. **Compliance 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.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
 - b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
 - c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.



THIS SPACE INTENTIONALLY LEFT BLANK



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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.

Mike Steigerwald

PRINTED NAME/TITLE OF REPRESENTATIVE

28712

CONTRACT / PURCHASE ORDER NUMBER

Mike Steigerwald

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Mike Steigerwald

PRINTED NAME/TITLE OF REPRESENTATIVE

28712

CONTRACT / PURCHASE ORDER NUMBER

Mike Steigerwald

SIGNATURE OF REPRESENTATIVE / DATE

ITEM 7.D

Approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech

Request

Staff requests approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech with funds previously approved in our FY23 Capital Budget, Project ST2300.

Explanation

A Driving Simulator was approved in the Fire Department's FY23 Capital Budget, Project ST2300, in the amount of \$230,000. This training device will provide simulation of driving large trucks and apparatus on the narrow streets of Kissimmee. Accidents should be significantly reduced by being able to expose employees to these difficult conditions in a simulated environment. Sim-Tech is the sole-source provider of this technology.

The simulator was originally budgeted to include a trailer so it could be moved from location to location. After Hurricane Ian and the subsequent flooding, the Department felt it was vital that we be equipped with the ability to respond to flooded areas within the city without our firefighters having to wade through deep waters. Funds in the amount of \$64,568 were transferred from the Driving Simulator project to purchase a 2-boat/trailer package for this purpose. Additionally, the new Rescue 16 project had an increase in the purchase price, which resulted in an additional \$20,000 being transferred from the Driving Simulator project to the Rescue 16 project, ST2303. Because of these transfers, staff is requesting approval to purchase the Driving Simulator without the trailer and have it placed in a permanent location. The Department is currently assessing several locations to determine the best spot. The stationary Driving Simulator, with a 3-year warranty, will cost \$115,275.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106 506494	ST2300		230,000	115,275

Financial Summary:

The necessary funding is available to make this purchase in the Driving Simulator project, ST2300.

Recommendation

Staff recommends approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech for the amount of \$115,275 using Project ST2300.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Fire

Presenter:

Attachment(s):

1. Sim-Tech Sole Source Letter
2. City of Kissimmee Fire Department_December_2022

Signed sales source



Sim-Tech
SIMULATION TECHNOLOGY

December 13, 2022

Joseph Leone | Deputy Fire Chief
City of Kissimmee Fire Department
101 Church Street, Suite 200
Kissimmee, Florida 34741
407.518.2222 desk
407-818-3911 cell
Joseph.leone@kissimmee.gov

Dear Chief Leone,

Sim-Tech is very excited to work with you and your team at the City of Kissimmee Fire Department to provide our G-Series, Spartan Metrostar fire training driving simulator with a 3-DOF motion system and VR add-on. Please see Sim-Tech's unique features which make our system the best option for your needs.

- Sim-Tech has developed products specifically designed for the City of Kissimmee Fire Department's needs. These items include:
- Sim-Tech's 5 screen design provides the best ergonomically correct wide FOV (230° Horizontal Field of View), reducing SAS with the most accurate viewpoints to the end-user.
- Sim-Tech is the only simulation manufacturer to include OEM dash panels and other OEM parts / (G-Series Spartan Metrostar OEM Cab). Sim-Tech is asking for 160 days for delivery for this reason)
- Unity-based virtual training worlds that provide game-like immersive realism for full trainee immersion and buy-in. Our virtual worlds (Uni-Trainer) are more realistic than ANY other system that the simulation marketplace offers in today's market.
- Two Year Warranty is included at no additional cost, which further reduces the cost of operation.
- Sim-Tech simulators include smart technology, "Drive Prodigy" Sim-Tech provides customers with the best behavior-based training platforms that deliver quantifiable results and are only available to connect to our simulators for grading and storing data of trainees.
- Sim-Tech's single PC design provides easier maintenance and future ease of upgradeability at a far lower cost.
- Sim-Tech is the only manufacturer that can add and facilitate both screen base and See-Through Reality capability (SR). The augmented reality goggles from Sim-Tech are an excellent add-on that advances trainee backing skills development.
- The Sim-Tech Genesis fire driving simulators can be seamlessly linked to the Sim-Tech side-mount or top-mount fire pump panel if purchased later to increase training capabilities.

Please, if you have any further questions do not hesitate to reach out to me.

Sincerely,

Clayne A. Woodbury
VP of Sales
801-654-4095



Sim-Tech
SIMULATION TECHNOLOGY



*Designed Exclusively
For
City of Kissimmee Fire Department*



A DIVISION OF
EXCEL
DRIVER SERVICES

Joseph Leone | Deputy Fire Chief
City of Kissimmee Fire Department
101 Church Street, Suite 200
Kissimmee, Florida 34741
Mobile 407.518.2222
Email: joseph.leone@kissimmee.gov



December 13, 2022

RE: G-Series Spartan Metrostar Fire Vehicle Training Simulator

Dear Chief Leone,

Sim-Tech / Excel Driver Services is very honored and excited to work with you and your team in providing the best simulation training tools for your critical training needs. What we are providing you within our follow-up response is a comprehensive offering that covers the need for training on the G-Series Spartan Fire vehicle cab. Here are several valid reasons for the City of Kissimmee Fire Department to purchase a Sim-Tech simulator.

- Sim-Tech has developed products specifically designed for the Kissimmee FD needs
- I have listed below the variety of vehicles types that are included beyond just fire-related vehicle models (see details below)
- **225 pre-designed Fire/EMS training scenarios** (See details below)
- **Can later add a Fire Pump Panel that is seamlessly connected to the driving simulator.**
- **Unity software-based virtual world called Uni-Trainer** only available from Sim-Tech. (See details below)
- Sim-Tech provides OEM dash and other OEM parts (**G-Series Spartan Metrostar cab**)
- Sim-Tech's **5 screen design** provides the best ergonomically correct wide FOV (230° Horizontal Field of View).
- Highly tuned 3-DOF Motion System to minimize acclimation issues.
- Sim-Tech G-Series fire vehicle simulators **include head tracking technology.**
- Sim-Tech is the only simulation manufacturer to include OEM dash panels and other OEM parts. (Sim-Tech is asking for 180 days for delivery for this reason)
- Unity-based virtual worlds that provide game-like immersive realism for full trainee immersion and buy-in.
- **Two Year Warranty is included at no additional cost.**
- **Sim-Tech simulators include smart technology, "Drive Prodigy"** Sim-Tech provides customers with the best Behavior-based training platforms that deliver quantifiable results.
- **Single PC design** provides easier maintenance and future ease of upgradeability at a far lower cost.
- Sim-Tech has **VR augmented reality SR-Headset for additional training capabilities (Optional - Highly Recommended)**

Respectfully,

Clayne A. Woodbury
VP of Sales
801-654-4095

Various Vehicle Types Included With The G-Series Fire Simulator

The simulator includes these vehicle types besides the large variety of fire vehicles that are standard and included. You can also choose to drive these vehicles at any time, truck tractor, day cab, sleeper cab with various trailers, straight truck, dump truck, police vehicle, SUV, garbage truck, school bus, transit bus, crane truck, pickup truck various sizes, water tanker truck, monster truck. See visual examples below.









Genesis Spartan Fire Truck Simulator Proposal Cost

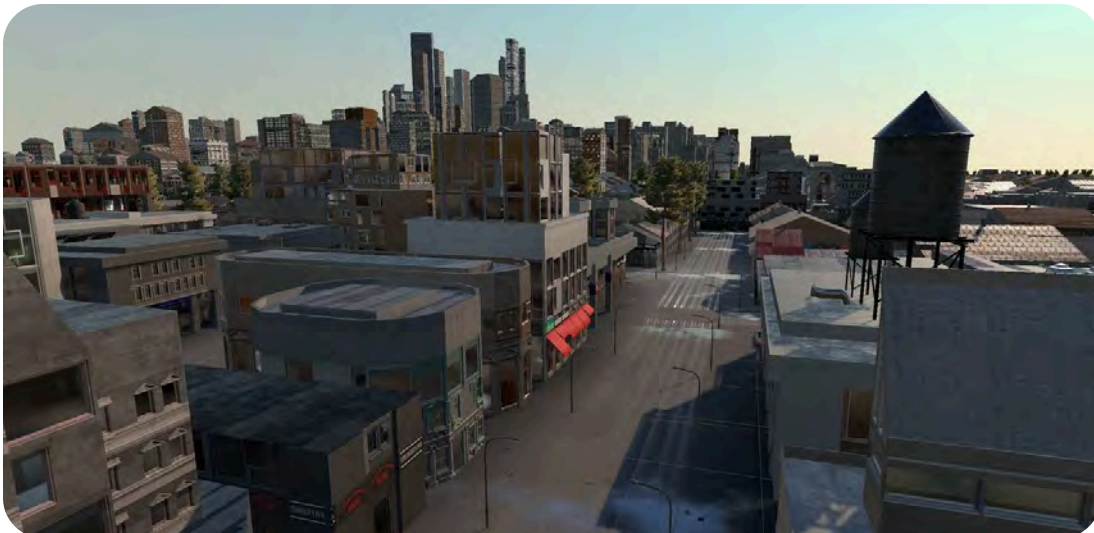
Description	Price	Qty	Subtotal
☒ ST - Genesis Series™ Fire Apparatus Driving Simulator Genesis Series™ Fire Apparatus Driving Simulator Spartan Chassis Full Emergency console equipped with light switches, master switch and PA 4000 siren Pump Shift Toggle Panel	\$109,750	1	\$109,750 \$98,775 Discount(-10%)
☒ ST - Genesis Series™ Driving Simulator Motion Package Genesis Series™ Driving Simulator Motion Package 3 Degree of Freedom (3DOF) Quad Electronic Screw Actuators 1.5" Total Travel	\$16,500	1	\$16,500 \$14,850 Discount(-10%)
☒ ST - Genesis Series™ Driving Simulator 1-Year Extended Warranty 3 year extended warranty - takes total to 5 years	\$5,500	3	\$16,500
Total			\$130,125

GEO-WORLD / SIMULATED TOPOGRAPHY

Sim-Tech's training environments are comprised of widely varying terrain and man-made structures including but not limited to 4 city/towns, countryside, corporate parks, highways/freeways, off-road areas, a complete surfacing mining/quarrying area, desert & dunes, mountains, bus safety and trucking course, a comprehensive driving track that includes: wet & dry skidpad, reaction course, braking course, airport terminal and *Volunteer Firemen Insurance Services* (VFIS) cone courses for both long wheelbase & short wheelbase vehicles.

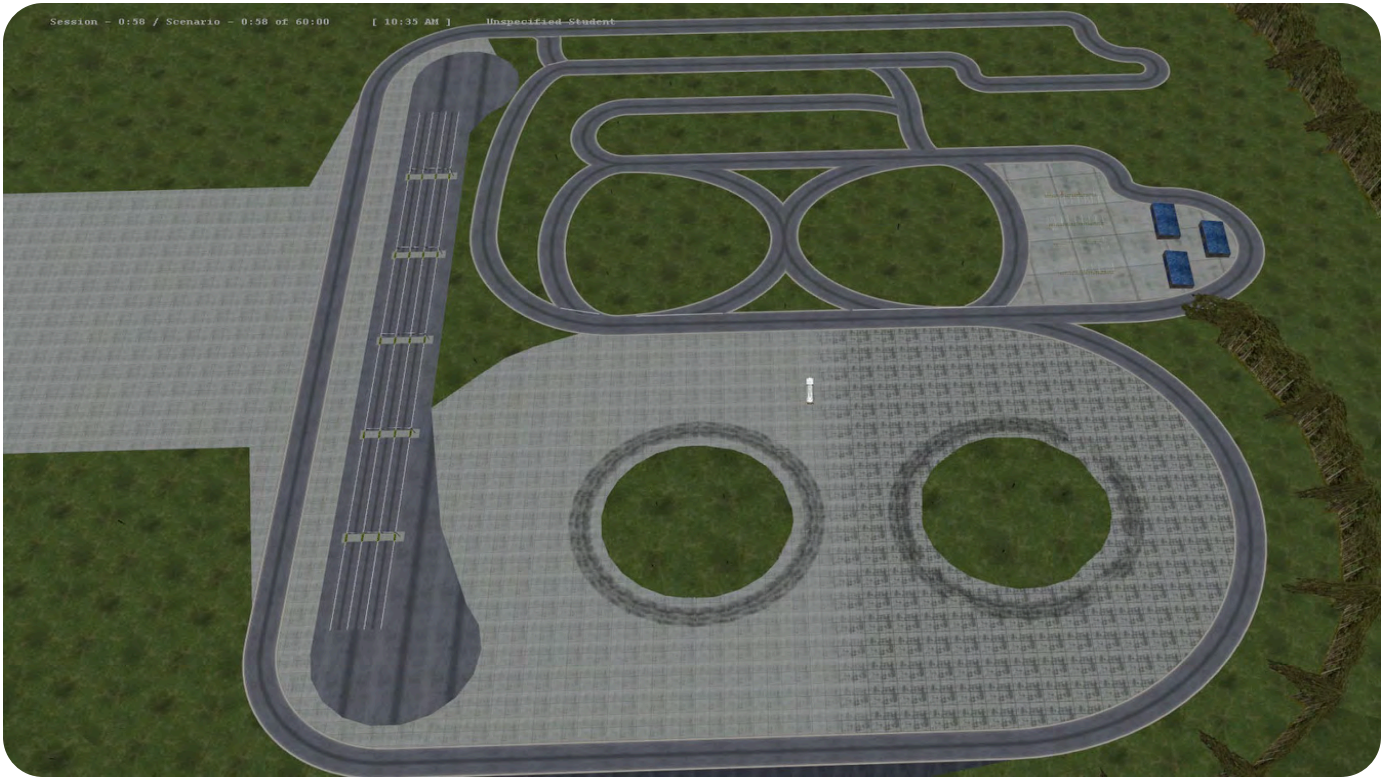
With features like railroad crossings, schools, overpasses, tunnels, trucking terminals, parking lots & parking garages, farms with 3-dimensional outbuildings, gas station plazas, and many other features, clients will find an abundance of features to make your training effective and efficient. Sim-Tech is continuously in the development of vehicles and scenarios for our development partners that will be available at no additional charge throughout your warranty or maintenance period.

We have a lot of real estate to work within our geo-world and we welcome suggestions from our development partners to enhance our world for more effective training.





Urban and Dense Downtown environment



Vehicle Handling Course provides training for vehicle control, complete with wet/dry skidpad for skid control, reactionary course, road course.



Residential and Rural Town

FIRST RESPONDER STANDARD CURRICULUM

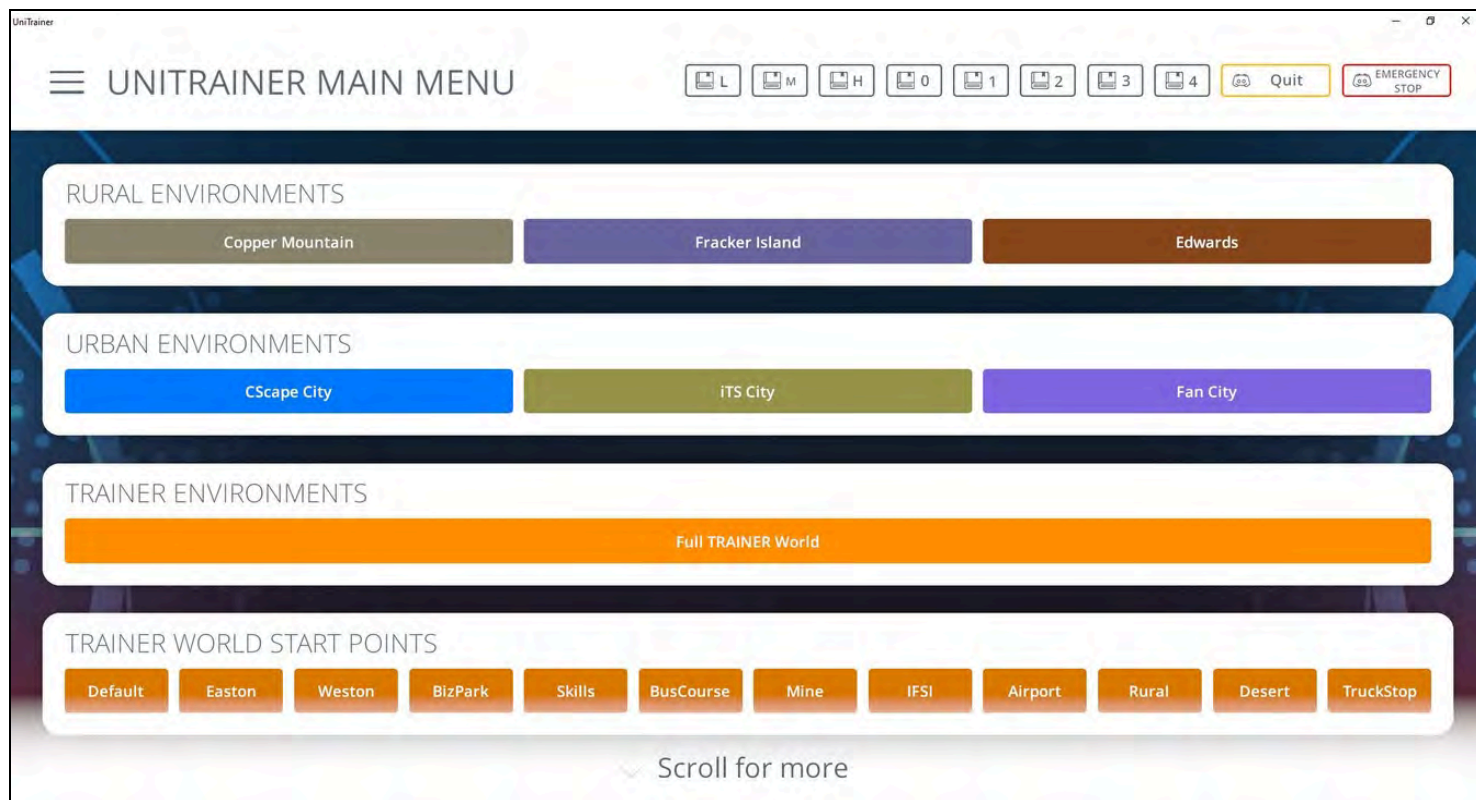
Our current curriculum is set up with individual Code 3 / Priority 1 scenarios built for Law Enforcement and Fire/Rescue/EMS. There are also common scenarios for each discipline in the Standard Lessons, Precision Driving, and Assessment Scenarios. Our ongoing development includes more tailored response scenarios (many built from Post Incident Reviews) as well as accreditations.

Drive Prodigy™ Training Models For Release as an option on all new systems:

Level One: Core Driving Skills- Curriculum to train all drivers to American Association of Motor Vehicle Administrators (AAMVA) CDL Standards. The program includes information critical to train essentials to the Fire/EMS industry

Level Two: Entry-Level Job Performance Requirements for Emergency Response- Full training for drivers that meet level one skills, the program provides situation-awareness for backing and confined areas, operational conditioning under NFPA response codes, and critical judgment conditions

Level Three: Experienced Driver- Advanced and recurrent training process for experienced drivers in recertification, specialty training, and hazards associated with at-risk behavior.



SCENARIO LIST

NUMBER OF SCENARIOS

STANDARD LESSON EXERCISE'S

- Core Skills Exercise's • 7
- Defensive Driving Exercise's • 7

PRECISION DRIVING EXERCISE'S

- 11

ASSESSMENT EXERCISE'S

- 10

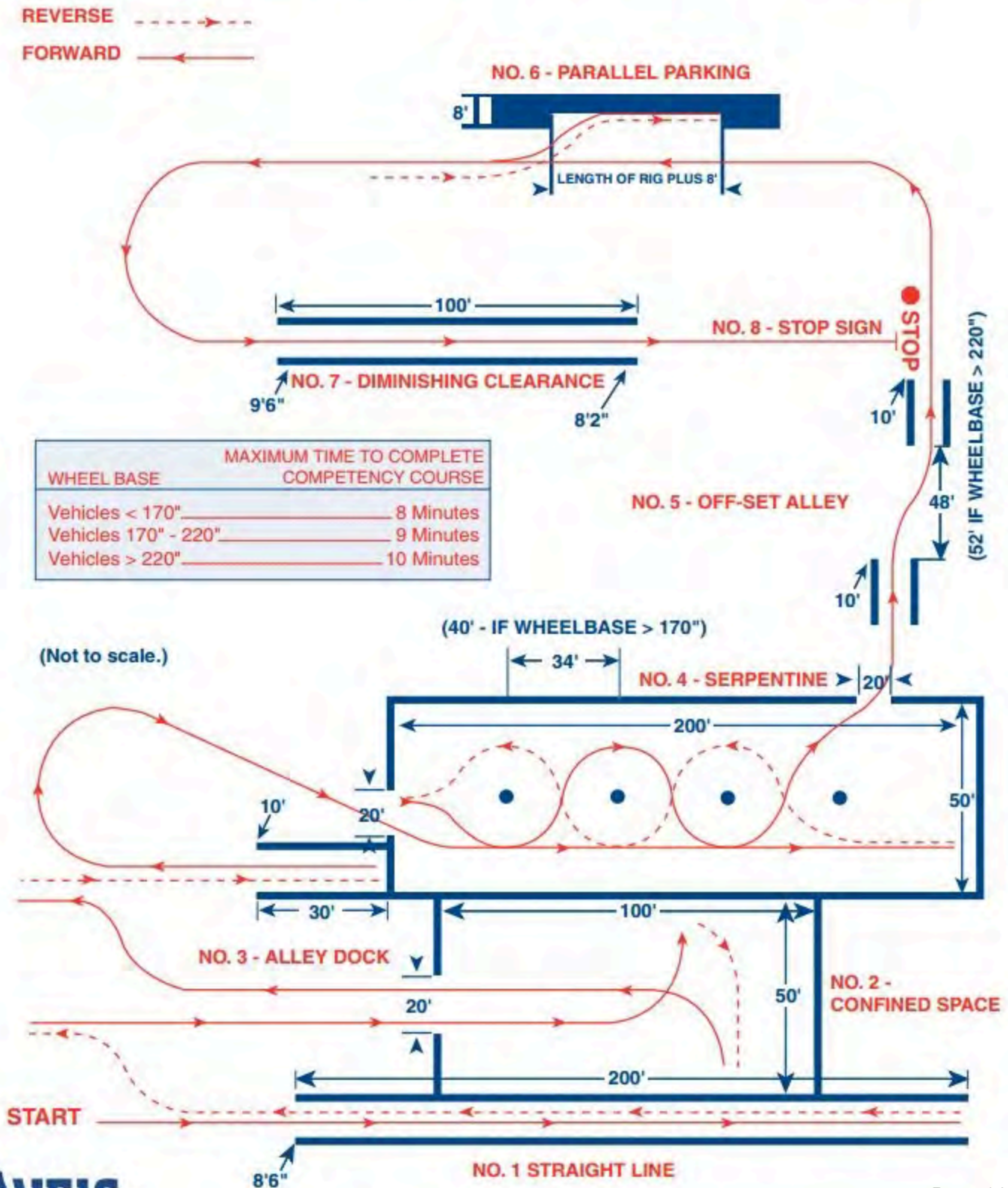
FIRE APPARATUS EXERCISE'S

- Code 3 Exercise's • 34
- Post Emergency Exercise's • 25
- Normal Operation Exercise's • 8
- Cone Course Exercise's • 18
- Apparatus Placement Exercise's • 8
- Misc. Exercise's • 10
- Tiller Exercise's • 16
- Instructor Interaction Exercise's • 6

EMS APPARATUS EXERCISE'S

- Code 3 Exercise's • 18
- Post Emergency Exercise's • 18
- Scene to Hospital Exercise's • 19
- Cone Course Exercise's • 10

COMPETENCY COURSE



SIMULATOR CONSTRUCTION



All simulators are designed with quality in mind. The following represent key factors in our systems.

CAB CONSTRUCTION

Sim-Tech's cabs are constructed with high-strength industrial, lightweight, aluminum. Sim-Tech uses the actual OEM vehicle instrument panel and dash, steering assembly, seat, and pedals to take advantage of the manufacturer's ergonomic design and provide durability for years of continuous use. This use of the actual vehicle OEM design provides familiarity for the student/driver and shortens the time required in adapting to the simulated environment.



FRAME

The frame is constructed of high-strength aluminum providing a lightweight and durable base. Once the frame has passed all weld tests, it is skinned. The cab skin is constructed of .080" aluminum. It is cut, formed for a seamless fit. Units are all powder coated for longevity and appearance.



Inquire with the Sim-Tech team on the availability of wrapping your driver sims in your department or company colors and graphic layouts (striping, crests, logos, etc.)

All Sim-Tech units go through thorough quality control and inspection process throughout the entire fabrication. We ensure each unit is built to the highest standard and will last for years to come.

HARDWARE

All hardware is designed and fitted for longevity. Components are built in to withstand mobile training and withstand the harsh environmental conditions that exist in mobile applications. Systems also are built with the ability to set up on location. Hardware is engineered to take modifications to advancements as technology advances, reducing the issue of replacing a system and performing much lower cost of operation by improving technology on systems instead of complete replacement.

DISPLAY SYSTEMS

The views from the seats of our driving sims are unique in the industry. Sim-Tech integrates five (5) 46-inch, 1920x1080, HD LED monitors, with ultrathin bezels (5.5mm) for a near-seamless 230° horizontal field-of-view. Sim-Tech's unique arrangement of the monitors provides a B-Pillar to B-Pillar field-of-view that is geometrically accurate to the real vehicle relative to the driver's eye-point. This geometrically correct cab rendering allows—and requires—the student to turn his or her head as far to the right and left as would be required in the real vehicle when clearing complex intersections. This is especially important when entering intersections at an oblique angle. This design eliminates the negative training associated with compressed images, slewing, or other manipulation of the virtual environment.



The 2010 Dodge Charger LE Driving Simulation System from Simulation Technology: 230+ degree FOV, real vehicle cockpits, real OEM parts for IP and siren/flasher controls, run on the authentic J1939 CAN-bus communications....all run on one computer.

The vertical orientation of the left/right angular screens provides a continuation of the vehicle's interior for better orientation of the virtual edges of the vehicle, rendering of the A-Pillars, and location of the mirrors and look-down into and across intersections. This feature significantly helps the student to quickly adapt to the rendered vehicle within the GEO world.

THE TRUTH ABOUT FIELD OF VIEW

Sim-Tech's cab & monitor configurations hold a true 230-degree Field-of-View (FOV) designed with accurate spatial geometry from the driver's viewpoint. No slewing, compression, extension, or video-software morphing enhancement is used to obtain the true FOV. What you see is what you experience when driving every day.

Sim-Tech uses the Ultra-thin bezel commercial 46-inch HD LED monitors, with a refresh rate of at least 60 Hz, and a native resolution of 1920x1080. The ultra-thin bezel—the thinnest available in the industry today—provides less than 1/2-inch separation (only 11mm) between graphic scenes. This feature provides a near-seamless field-of-view and makes it easier to identify the A-Pillars and locate the mirrors.



ACCLIMATE DRIVERS WITH EASE

The exact graphic replication of the mirrors is also a Sim-Tech exclusive. Sim-Tech's mirrors are drawn with the shape and exact position of each vehicle's actual mirrors, as opposed to rectangles hanging in space. This is just one more feature that assists students' physiological engagement within the simulation system. These extra features are important to the success of every training program. Students must become comfortable with driving the simulated vehicle in the simulated world before they can be exposed to complex scenarios involving multi-tasking, decision making, and actual skills training. Reducing the time required for the student to develop this comfort level, increases the time available for effective training.

REAL COCKPITS AND VEHICLE DYNAMICS

Five screen format allows geometrically correct 230+ degrees HFOV, and provides an enhanced spatial relationship for the simulated vehicle and the environment (shown without spatial geometry angles of cockpit configuration)

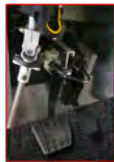


Real OEM IP, gauge clusters, lever controls, and driving components

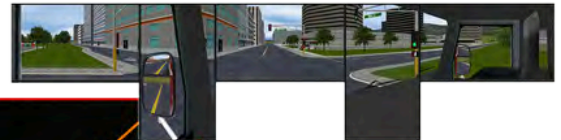
Ultra thin bezels for minimum interruption between visual scenes



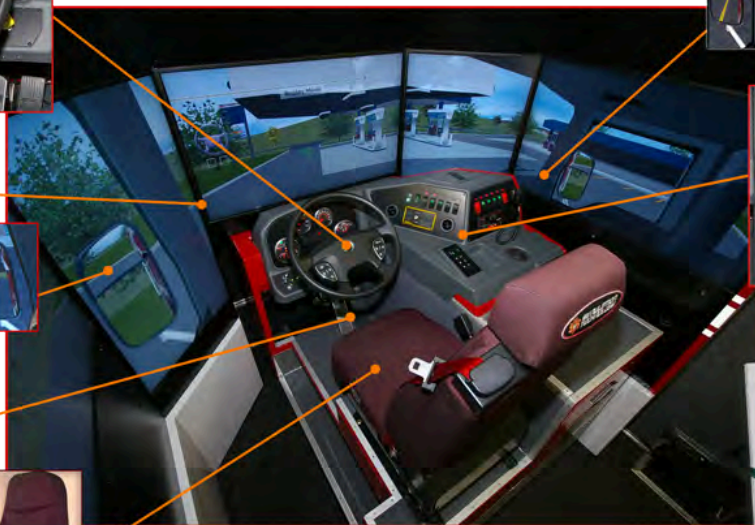
Realistic shaped and correctly located mirrors



Fully adjustable electric seat and pedal assembly.



Authentic working pump control valve, rocker switch panels, communication hardware, and gear shift panel

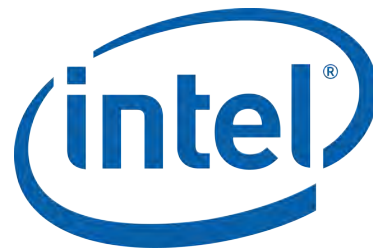
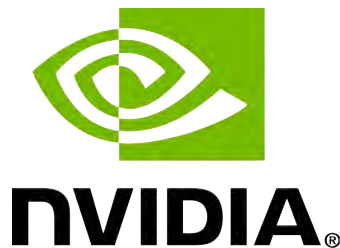


Scottsdale Community College's 2011 Fire Apparatus Driving Simulation System



COMPUTER DYNAMICS: HIGH PERFORMANCE AND HIGH RELIABILITY

The entire driving simulation system (5 screens & complete cab) and instructor operating station run on One (1) PC. Sim-Tech's single computer uses an Intel i9 processor running a Windows 10 platform. The computer is equipped with dual mirrored hard drives for zero downtime in the unlikely event of hard drive failure. Providing all graphic channels with a single PC eliminates networking issues and significant downtime inherent in all other systems and provides a much faster initial system startup and shutdown at the end of the day. It is estimated that a single PC system is between 6 to 12 times as reliable as a system relying on 5 to 9 networked computers. Software upgrades are simple, taking less time to integrate updates (depending on internet connection). The potential cost of future hardware upgrades is greatly diminished in comparison to systems using five or more computers. All computers are constructed of readily available "off the shelf" components.



INSTRUCTOR OPERATOR STATION

The Operator's Station includes a wireless keyboard, mouse, and 23-inch LCD monitor. Our simplified operator's console is designed for ease of use. It allows the instructor to monitor and control both the student's drive and environmental conditions that have important training value. Familiar graphic controls such as sliders, and combo-boxes are easy-to-use alternatives to having to remember keyboard commands in controlling the simulation. Keyboard commands are still available for experienced instructors who wish to work with the student using a remote keyboard or pad.

As a trainer, you can stop and replay the students' scenarios to highlight teaching points at any time during the driving scenario. You can also look at and or share different views of the scenario as well. While the student is driving the scenario, the instructor can, in addition to whatever is already scripted, change the weather, time of day, volume/loads of the vehicles where pertinent.

- *Steer Wheel Position*
- *Throttle usage*
- *Brake Usage*
- *Emergency Code Level*
- *Fog Density*
- *Dust and Smog*
- *Cloud Cover*
- *Day / Night*
- *Chatter*
- *Wind*
- *Vehicle Load to include liquid surge*
- *Traffic Amount*
- *Traffic Variant*
- *Tire Blow out on all corners*
- *Engine Failure*
- *Brake Failure*
- *Compartment Door ajar*
- *Seat Belt*
- *Scenario Editor*
- *Vehicle Selection*
- *Instructor View*
- *Replay Buttons for Scenarios*
- *Weather:*
 - *percipitation, rain, snow, and Ice*



Genesis Series 3-DOF Motion Package (OPTION)

Model # 4A-3DOF

Enhance your students driving experience with a full-motion cab. Sim-Tech incorporates D-Box 3 Degrees of Freedom (3-DOF) motion systems as an additional option to our simulators. According to customer feedback, this is the preferred (recommended) addition to any of our full-size simulators. This system will replace the standard seat “shaker” or motion seat. With the motion on the cab frame, we can give the driver better environment cues, like curb strikes, changes in terrain, the severity of accidents, and changes in road friction. It will also give you a better feel of braking, throttle, and cornering. You will feel the actual cab tilt when turning tight corners. Instead of just a seat moving, unlike the real world, the entire cab including dash assembly with the move. This way all the driver controls move with you like they would in the actual vehicle.

This system adapts to all our full-size simulators and can be put in a trailer or classroom environment. This is a 4-actuator system and will give the apparatus cab up to 3 degrees of freedom.

Specifications

- 4 Electric Screw Actuators
- Captive or Non-Captive Actuator Endings
- 3 Degree of Freedom Travel
- 1.5" total travel
 - 3/4" up & 3/4" down from centered position
- Simulates curb strikes, engine vibration, major and minor accidents, liquid movement, terrain feel.



System Project Plan and Schedule

*Project processes begin once a purchase order has been received.

*Process time frames described are for the G-Series simulators - typically 120-day turnaround

* Trailer delivery times are based on manufacturer timelines, Sim-Tech will strive to turnaround in 200-days

Process	Time Frame
OEM & Sim Component Parts Orders	3 Days
Parts Shipping	10-20 Days
Simulator & Screen Base Fabrication	45 Days
Project Powder & Urethane Spray Coating	7-14 Days
Simulator & Screen Base Assembly	10 Days
Simulator Quality Control Testing	10 Days
Installation in Customer Facility	3-6 Days
Instructor Training	5 Days per 3 trainees

STANDARD & EXTENDED LIMITED WARRANTY

Simulation Technology Driving Simulation Systems

Simulation Technology, a dba of Excel Driver Services, LLC, Henderson, CO 80640 (Warrantor) warrants to the original purchaser (Purchaser), for a period of one year from the date of product acceptance by Purchaser (Warranty Period), that its driving simulation systems (the Product) shall be free of defects in materials and workmanship attributable to Warrantor and will work as designed during the Warranty Period (Limited Warranty or Warranty). This includes hardware, software, and workmanship of the simulator and generator without exception or exclusion unless otherwise identified herein under exclusions.

ALL SOFTWARE UPDATES ARE PROVIDED AT NO ADDITIONAL CHARGE IF THE SYSTEM IS COVERED UNDER WARRANTY

Standard Warranty covers:

- Software Upgrades are included if the system is covered under Warranty, including new scenarios, world, vehicles, and features development.
- Warrantor will be the warrantor of the driving simulators.

For simulator Warranty claims:

- Warrantor will decide whether an on-site visit is necessary or if a part can be shipped and installed by the customer.
- All parts and shipping will be covered by Warrantor if the system is covered under Warranty.
- If an on-site visit is necessary, a Warrantor technician will make an appointment with Purchaser's designated contact.

For trailer and trailer related Warranty claims:

- All correspondence will begin with Warrantor
- Warrantor will open a claim with the OTM for service
- The OTM will contact the customer for further information and/or schedule an appointment for service.

Excluded from Warranty:

- Acts of vandalism or abuse are not covered.
- Consumables such as ink cartridges are not covered.
- LCD video screen burn-in will not be covered. Purchasers should attempt to minimize the effect by placing monitors in standby mode if left idle for extended periods. Proper attention to this procedure should provide extended service from the monitors. The system includes automatic stand-by and sleep mode.
- Normal wear to equipment such as, but not limited to, steering wheel, seat, flooring, tires, sun bleaching of trailer graphics, and damage caused by severe winds, rain, hail, and snow are not covered.
- Acts of God are not covered.
- 7 or less Dead Pixels on a LED Monitor
- Parts or components not installed by OTM or Warrantor.
- Systems stored in an environment that do not meet the Purchaser's Environmental Maintenance obligations

Warrantor's Obligation:

Warrantor shall respond to the Purchaser complaint within forty-eight (48) hours, Monday through Friday, excluding holidays. Warrantor may elect to remedy all defects in materials and workmanship by repair, or replacement, at its sole discretion. These are the only remedies available to Purchaser. Warrantor may, at its sole discretion, select any qualified location for the repair to be completed. Warrantor will not be obligated, in any way, to pay for any repairs made without its specific prior, written, approval.

Purchaser's Obligation - Environmental Maintenance:

Purchaser must maintain storage and operating environment as follows:

- Simulation systems must be stored and operated in a fixed or mobile classroom free from corrosive chemicals, high volumes of particulate matter, including but not limited to dust and sand.
- No water may encounter the simulation systems, including but not limited to dripping condensate.
- The storage environment must remain within a range of -30 degrees and 120 degrees Fahrenheit.
- The operating environment must remain in a range from +60 degrees to +85 degrees Fahrenheit for at least 2 (two) hours prior to system startup. After system startup, that same temperature range must be maintained throughout the use of the system. Failure to maintain the simulation system's environment within these parameters voids this Warranty.

Purchaser's Obligation - How to get Warranty service:

Purchaser must notify Warrantor, in writing, of any defects in material or workmanship within the Warranty Period. Purchaser is responsible for properly packing any items to be returned to Warrantor for repair. Warrantor will provide a shipping label, and arrange for pick up.

Limitation of Liability

Warrantor excludes liability, whether based on contract or tort (including negligence), for any damages to Purchaser or any other party other than as described in this Warranty or any punitive, special, indirect, incidental, or consequential damages of any kind or for loss of revenue, profits, loss of business or other financial loss arising out of or in connection with the sale, maintenance, use or failure of the Product, even if Warrantor has been advised of the possibility of such damages. this disclaimer of liability shall not be affected even if any remedy provided for herein fails its essential purpose.

Disclaimer of Implied Warranties

Warrantor makes no express or implied warranties other than as specifically set out in this Warranty. Except for the express Limited Warranty set forth herein, the product is sold “as is” and there are no implied warranties of merchantability, fitness for a particular purpose, compliance with description, and non-infringement in connection with any sale. This Limited Warranty does not cover failure of the product resulting from causes other than product defects, including but not limited to improper maintenance or use or any other such cause. If any provision of this Warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain effective. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the limitations and exclusions above may be limited in their application. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the written express Warranty.

Design Changes

Warrantor reserves the right to change the design of its Products from time to time without notice and with no obligation to make corresponding changes in its Products previously manufactured.

Legal Remedies of Purchaser

This Warranty gives you specific legal rights, and you may have other rights which may vary from state to state. No action to enforce this warranty shall be commenced later than one (1) month after the discovery of any defect or after the expiration of the Warranty Period.

Governing Law

This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Colorado, without regard to its conflicts of laws and provisions. The parties submit to the exclusive jurisdiction of Colorado courts, including the U.S. District Court for Colorado.

The Warrantor guarantees the Purchaser that its simulation systems will run properly at startup at least 98% of the time, if and only if the Purchaser maintains the simulation systems’ environment as described within this Limited Warranty. Failure of the simulation systems to operate at this level of reliability will be addressed at the sole expense of the Warrantor and may include repair or replacement, at the sole discretion of the Warrantor.

Past Performance References

- **Tal Prendergast** Driver/Operator Program Director **Illinois Fire Service Institute** | University of Illinois
11 Gerty Drive | Champaign IL 61820 Office: 217-244-0031 | Cell: 217-202-1906 |
tprender@illinois.edu<http://www.fsi.illinois.edu>
40' trailer (2) G-Series Fire Truck Simulators (Delivery date: December 2017)
- **College of Eastern Idaho**
Idaho Falls, ID.
Ross Johnson
1.208.429.5500
ross.johnson@cte.idaho.gov
40' Trailer (2) G-Series Fire Truck Simulators (Delivery date: September 2018)
- **Colorado Department of Public Safety**
Don Distefano
1-303-239-4600
don.distefano@state.co.us
40' Trailer (2) G-Series Fire Truck Simulators (Delivery date: May 2016)
- **Whiteman Air Force Base**
Mark Haywood
Cell: 660-233-9100
mark.haywood@us.af.mil
G-Series T-680 truck simulator (Delivery date: June 2021)
- **Laramie County Community College**
Michael Geissler - CDL Coordinator
Cell: 1-303-994-1989
Office: 1-307-432-1637
mgeissle@lccc.wy.edu
G-Series T-680 truck simulator (Delivery date: December 2020)
- **FE Warren-AFB AETC**
MSgt. Benjamin Smith
Cell: 1-312-872-5951
benjamin.smith.30@us.af.mil
G-Series T-680 truck simulator (Delivery date: February 2021)

ITEM 7.E

First Amendment to Agreement for Professional Services with RS&H, Inc. for the Woodside Drainage Improvement Project

Request

Approval of the First Amendment to the Agreement for Professional Services with RS&H, Inc. for the Woodside Drainage Improvement Project.

Explanation

Pursuant to a Request for Proposals (RFP) process, on May 1, 2018 an Agreement was executed with RS&H, Inc for Professional Services for the Woodside Drainage Improvements Project. The Agreement term expired on December 31, 2019, however several work orders were subsequently brought to and approved by the City Commission in 2019, 2020, and 2022, which served to extend the term and continue the work under the original Agreement. As this is a long term project spanning several years that is still in progress, this Amendment is to clarify that the term of the original Agreement is legally extended through December 31, 2025, without relying on the work order extensions.

Recommendation

Staff recommends approval of the First Amendment to the Agreement for Professional Services between the City of Kissimmee and RS&H, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S) Amendment to RS&H Agreement for Woodside Improvement Project

**FIRST AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN RS&H, INC., AND
CITY OF KISSIMMEE**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into this 13th day of January, 2023, by and between CITY OF KISSIMMEE (the “CITY”), and **RS&H, INC.**, (“RS&H”) (CITY and RS&H are collectively referred to as “the Parties”).

RECITALS

WHEREAS, the Parties entered into an Agreement for Professional Services for the Woodside Drainage Improvements project dated May 1, 2018 (the “Agreement”) whereby the City retained RS&H to furnish certain services for the Woodside Drainage Improvement Project, as therein described; and

WHEREAS, Work Order #1 dated November 13, 2018, was approved by the City Commission on January 19, 2019, and provided that the assignment would be completed in 413 days from the receipt of the fully executed Addendum; and

WHEREAS, Supplemental Agreement No. 2 (Work Order #2 dated August 6, 2019), was approved by the City Commission on September 11, 2019, and provided that the particular assignment would be completed in 300 days from receipt of the fully executed Addendum; and

WHEREAS, Supplemental Agreement No. 3 (Work Order #3 dated July 14, 2020), was approved by the City Commission on November 17, 2020, and provided that the assignment would be completed in 300 calendar days from execution of the addendum; and

WHEREAS, Supplemental Agreement No. 4 (Work Order #4 dated January 12, 2022) was approved by the City Commission on February 1, 2022, and provided that the assignment would be completed in 90 days from the receipt of the official Notice to Proceed from the City; and

WHEREAS, Supplemental Agreement No. 5, and Supplemental Agreement No. 6 (Work Orders #5 & #6 dated October 20, 2022) were approved by the City Commission on November 15, 2022, and respectively provided that the assignment would be completed in 180 days and in 90 calendar days from the receipt of the official Notice to Proceed from the City.

WHEREAS, the aforementioned Work Orders are deemed in effect through and including the term of the Work Order, and all purportedly served to continue work under the Agreement; and

WHEREAS, the Parties have determined it necessary to amend the Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.

SECTION 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 Agreement shall be amended to read as follows:

2. TERM. The term of this Agreement ~~will be from May 1, 2018 through December 31, 2019.~~

shall remain in effect until December 31, 2025, unless sooner terminated as provided therein.

SECTION 3: NO FURTHER MODIFICATIONS. Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified and in full force and effect. To the extent of any inconsistency between the Amendment and the Agreement, the terms and conditions of the Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

RS&H, INC.

By: Nicole Jeffers
Nicole Jeffers, Vice President
Nicole.Jeffers@rsandh.com

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality

City Attorney

ITEM 7.F

Purchase of New Rescue Unit (Rescue 16) and Transfer of Funds

Request

Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2023 Freightliner M2 Chassis and to transfer the necessary funds.

Explanation

The Fire Department was approved to purchase a new Rescue (Rescue 16) in our FY23 Capital Budget for the amount of \$500,000, Project ST2303. This amount includes the cost of the Rescue as well as all equipment that will be permanently assigned to the Rescue. The Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2023 Freightliner M2 Chassis. Purchasing the unit from Excellance will ensure continuity within our fleet and will allow us to continue with our current remount program with this unit in future years and maintenance of the structural warranty on the truck. This will be considered a sole source project with Excellance, Inc., to maintain continuity of our fleet.

Excellance has advised that the purchase price of the Rescue has increased by \$20,000 from our original quote. The new purchase price is \$322,185.00. Therefore, Staff is also requesting approval to transfer \$20,000 from our Driving Simulator Project (ST2300) to the Rescue Project (ST2303) to cover this increase. This transfer will not affect our ability to purchase the Driving Simulator (subsequent agenda item). The remaining balance of this project will be utilized to purchase the equipment necessary for the operation of the truck.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206 506495	ST2303		\$500,000.00	\$322,184.48
10435206 506495	ST2303	Decrease	\$89,856.00	
10435206 506494	ST2303	Increase	\$89,856.00	
10435206 506495	ST2303	Increase	\$20,000.00	
10435106 506494	ST2300	Decrease	\$20,000.00	

Financial Summary:

Funding for the purchase of this Rescue unit is available in the Sales Tax Fund Project ST2303 after a transfer of \$20,000 from Project ST 2300. The remaining balance needed to purchase the equipment for the truck will be transferred to the machinery and equipment account within the same Project.

Recommendation

Staff recommends approval of this purchase using Sales Tax funding.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Rescue Unit Purchase 2023 - Quote

EXCELLANCE, INC.
453 Lanier Rd., Madison, Alabama 35758
1-800-882-9799

AQ version 22.2

1/12/2023 10:59

Quote #: **FY2023 New**

Quoted by: **JLP**

Excellance unit #: **TBD**

PRICE QUOTE, ORDER FORM and WORK ORDER

CUSTOMER: **City of Kissimmee Fire Department**

" FILE NAME " : **Kissimmee FY2023 New**

ADDRESS: **101 Church Street, Suite 200
Kissimmee, FL 34741**

DEALER: **Factory Direct**

ADDRESS: **453 Lanier Road**

TELEPHONE: **407.518.2222 / 630.991.7551 cell**

CITY, STATE ZIP: **Madison, AL 35758**

FAX: _____

TELEPHONE: **800.882.9799**

E-MAIL: **joseph.leone@kissimmee.gov**

FAX: **256.772.8792**

TECHNICAL CONTACT: **Deputy Fire Chief Joseph Leone**

SALESMAN: **Thomas Pugh**

This person is authorized to make any changes to the vehicle and/or contract that may affect the final design, configuration, and cost of the unit.

DATE GENERATED: **1/10/2023**

SALES SUMMARY

PROJECT MGR: **Jeff Plain**

COST OF UNIT: \$322,184.48

DEPOSIT WITH ORDER: **(\$322,184.48)**

BALANCE DUE UPON DELIVERY: \$0.00

THIS ORDER IS VALID ONLY IF ACCEPTED BY **BOTH** PURCHASER AND EXCELLANCE WITHIN **60** DAYS OF:

1/12/2023

- * REVIEW THIS DOCUMENT CAREFULLY. IT TAKES PRECEDENCE OVER ALL OTHER DOCUMENTS.
- * ANY ITEM NOT "SELECTED" ON THIS ORDER IS NOT INCLUDED IN THE PRICE FOR THE VEHICLE.
- * AFTER THIS ORDER HAS BEEN ACCEPTED BY EXCELLANCE, ALL CHANGES MUST BE APPROVED BY EXCELLANCE AND *EACH CHANGE WILL BE ASSESSED A \$250.00 ENGINEERING CHARGE.*
- * ALL ENGINEERING DRAWINGS MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN AND BEFORE PARTS WILL BE ORDERED BY EXCELLANCE.
- * COMPLETION OF VEHICLE IS ANTICIPATED TO BE WITHIN 90 TO 120 DAYS FROM THE LATTER OF: (A) RECEIPT OF CHASSIS, OR (B) RECEIPT OF WRITTEN PURCHASE ORDER WITH A COMPLETE COPY OF THIS ORDER (WITH ALL QUESTIONS ANSWERED BY PURCHASER), OR (C) RECEIPT OF ALL PARTS SUPPLIED BY PURCHASER (e.g., CUSTOMER AND/OR DEALER).

STATUS OF THIS ORDER

- (1) A. This is an initial quote. An initial quote means this is simply being used as a worksheet to generate a preliminary quote and it is **not binding unless signed by an officer of Excellance.**

ADDITIONAL TERMS AND CONDITIONS AT LINE # 3080 ARE INCORPORATED HEREIN BY REFERENCE.

APPROVED AND ACCEPTED BY:

CUSTOMER: _____

DATE: _____

TITLE: _____

DATE: _____

P. O. #: _____

SALESMAN: _____

DATE: _____

This is not binding unless signed by an officer of Excellance.

EXCELLANCE: _____

DATE: _____

Line #	TABLE OF CONTENTS
153	Instructions for using this Order Form
172	Credit for "Used" Trade-in Units
186	Manufacturing Credit
218	Discount for Deposit with Order
230	Discount for Multiple Units
237	Chassis: Standard Specifications
345	Special Options
382	Air Ride & Suspension Options
453	Tire / Wheel Options
492	Air Horn Options
552	Exterior Options
625	Interior Cab Options
660	Chassis Electrical System: Standard Specifications
687	Interior Cab Options
746	Modular Body: Standard Specifications
814	Options
870	Cab / Module Paint and Lettering: Standard Specifications
882	Paint Options
972	Reflective "Scotchlite" Striping Options
1031	Lettering Options
1053	Exterior Compartments: Standard Specifications
1088	Options
1491	Patient Compartment: Standard Specifications
1563	Options
1688	Bio-Hazard / Trash Containers: Options
1754	Seating / Upholstery: Options
1785	Floor Covering: Options
1808	Handrails / Mounting Brackets: Options
1825	Cot / Litter Mount: Options
1868	Module Electrical System: Standard Specifications
1901	Options
2049	125 VAC Electrical: Standard Specifications
2078	Shoreline Options
2142	125 VAC Options
2202	Scene and Exterior Lights: Standard Specifications
2212	Worklights / Floodlights / Spotlight: Options
2284	Turn Signal / Tail Lights: Options
2332	Emergency Visual Warning System: Options
2334	Front Light Bars
2377	Rear Light Bars
2419	Grill Lights / Intersection Lights: Options
2456	Other Visual Warning Systems: Standards & Options
2566	Miscellaneous Warning Lights: Options
2592	Emergency Audible Warning System: Options
2600	Siren Options
2618	Speaker Options
2653	Oxygen and Suction Systems: Standard Specifications
2657	Options
2713	Medical Air Systems Options
2742	Vacuum System Options
2782	HVAC Systems: Standard Specifications
2788	Options
2910	Fire Extinguisher: Options
2918	Loose Equipment to be provide by Excellance
2950	Dealer provided and/or installed items
2970	Special Conditions & Requirements of Customer
2996	Customer Supplied Parts
3008	Factory Paid Transportation
3051	Payment Terms

3055 Performance Bond
3066 Checklist
3080 Additional Terms and Conditions for this Order
3145 Important Information regarding Chassis Attachments (Engineering Drawings)

DISCOUNT FOR DEPOSIT WITH ORDER

Excellance will discount the total price of this order IF the Customer submits a deposit at the time this order is submitted by Customer. The discount is subtracted from the deposit so the amount to be tendered by the Customer is reduced by the discount.

The initial amount to be prepaid =	\$326,477.89
The amount of the discount =	\$4,293.41
The deposit amount to be tendered at time of order =	\$322,184.48
The "Balance Due Upon Delivery" (reflected in the Sales Summary above) =	\$0.00

CHASSIS: STANDARD SPECIFICATIONS

The chassis model year shall be: 2023

The chassis engine shall be a diesel - powered engine.

(1) The cab for the chassis will be ordered using the following paint color code: Victory Red

(1) The chassis will be SUPPLIED BY EXCELLANCE. Customer FIN code: N/A

Note: Excellance is entitled to OEM concessions on any chassis supplied by Excellance.

EXTRA HEAVY DUTY CHASSIS

(1) EHD I - 96" x 166" box CA = 104"

Specify model of EHD chassis here: Freightliner M2 VIN# 3ALACWFC6PDUJ8472

Model year: 2023

Engine type: CUM ISB 6.7

Horsepower: 260 HP

Transmission Type: Allison 2200 EVS

C.A. dimension: 104"

Other notes: 170" wb

CUSTOMER NOTES / SPECIAL REQUESTS regarding chassis

The chassis will be ordered with auto drain valve without heater. The chassis will have a rear mount fuel tank that will need to be moved forward for proper clearance.

A customer supplied Kissimmee F.D. patch will be sewn into the headrest of each seat.

Fabricate & install diamond plate close out panels between the top and bottom steps.

The OEM step plates will be removed and replaced with fabricated step plates

made from grip strut and capped on each end.

Chassis is not to have the horn warning program for "park brake not set with door open".

CHASSIS: SPECIAL OPTIONS

The vehicle will be ready for delivery w/ electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

Air tanks installed by Excellance will have manual moisture relief valves.

CHASSIS: AIR RIDE & SUSPENSION OPTIONS

Note: Ping Tanks are NOT included with Suspension Systems unless noted.

(1) * Activate "dump" feature automatically when left rear door is open

(1) Override switch at rear of module on curbside door.

* Suspension System installation includes "down" indicator light on front console.

* OEM air dump switch on dash to remain enabled unless otherwise specified in Customer Notes.

451
453
454
455
456
457
459
475
476
489
492
493
528
535
551
552
553
607
622
625
626
640
641
648
649
650
651
652
653
654
655
657
658
660
661
662
663
668
671
685
687
688
690
695
696
697
701
708
710
719
735
736
737
738
745
746
747
748
751
753
754
755
757

CHASSIS: TIRE / WHEEL OPTIONS

OEM Steel-belted All-Weather Radial tires per chassis specifications

- (1) * There is no spare tire for this ambulance chassis.
- (1) * Hub and Lug Nut Covers: Chrome baby moon hub covers for front wheels and chrome high hat hub covers for rear wheels with chrome covers for all lug nuts.

CHASSIS: AIR HORN OPTIONS

- Control switch to activate air horn to be located at:
- (1) * Momentary switch on console in cab (in addition to driver's left foot control)

CHASSIS: EXTERIOR OPTIONS

- (1) * Mud Flaps, 2 Rear

CHASSIS: INTERIOR CAB OPTIONS

- (1) Cab floorboard to have rubber matting

CUSTOMER NOTES / SPECIAL REQUESTS

Safety Vision rear camera system with three cameras; one on the rear exterior body for reverse operation, one on the center trough panel in front of the rear headknocker for the patient compartment (both P/N SV-620A-kit) and one on the cab passenger's side forward of the door. The 7" color LED monitor with built-in four port control box w/4 triggers will be mounted on the cab headliner between the sun visors. Order the longest cables available for the rear cameras.

CHASSIS ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS

- (1) OEM auto-throttle, with on/off switch - EHD units only
- Module disconnect power switch
- OEM alternator(s) with internal regulator
- Back-up alarm, reverse activated

CHASSIS ELECTRICAL SYSTEM: INTERIOR CAB OPTIONS

- (1) Floor mounted console on Type I and EHD units
- (1) * Map / Binder case mounted on floor in cab
- Specify number of sections for map / binder case here: 4
- Specify width (in inches) between each partition here: Adjustable dividers
- (1) * DELETE "standard" Map Light on front console
- (1) Volt Meter with Dual USB port installed on console switch panel.
- (1) * Ignition security system, anti-theft device, Kussmaul Safety Lock 3

CUSTOMER NOTES / SPECIAL REQUESTS

The switches, indicator lights and digital volt meter will be installed in the cab headliner.
Add Dual USB-C 12 Volt on Cab Console.

MODULAR BODY: STANDARD SPECIFICATIONS

- All aluminum modular ambulance body with 1/4-inch thick aluminum corner extrusions
- (1) Module headroom shall be 72 inches for this unit.
 - All aluminum framework with special anti-corrosion barrier applied to all fasteners, hinges, and components
 - Aluminum exterior skin shall be .125" thick, attached by continuous welds at all seams and corners
 - Aluminum exterior roof skin shall be .125" thick aluminum
 - 3/4-inch thick composite floor with .063" aluminum subfloor insulated with Polystyrene foam planking

758 Install .125" thick Aluminum overlay to the top of the Coosa Board floor
 762 3 module entry doors and all exterior compartment doors insulated with 2" Styrofoam planking
 763 (1) Left rear door shall close with an automatic "slam latch"
 764 2 key locking module entry door handles all keyed alike
 765 (1) Curbside entry door equipped with gas shock and nylon restraint strap to reduce opening and closing force
 769 Number of grabber / hold-open devices with gaskets: 2
 770 Polished extruded aluminum drip rails over all module entry doors and exterior compartment doors
 776 1 set aluminum diamondplate stone guards for front of unit
 778 1 set diamondplate rub rails with aluminum tubular support & plastic spacers off body
 779 2 aluminum wheelwells
 780 (1) 1 set polished cast aluminum module fenderettes
 783 1 diamondplate rear kick panel
 786 (1) 10 body mounting 5/8" diameter Grade 8 bolts w/ heavy duty wear point spacers & outrigger supports
 788 1 custom-made aluminum diamondplate rear bumper with the following features:
 789

angled	rear corners
folding	step built into bumper
1	dock bumper(s) each side of bumper

 792 All windows installed in the patient compartment come with "privacy glass"
 793 Fixed window for each rear entry door. Specify size: 12" x 36"
 795 (1) Fixed curbside entry door window. Specify size: 18" x 24"
 812
 813

MODULAR BODY: OPTIONS

830 (1) * EHD Type I: Replace walk-thru feature with pass-thru sliding window and
 831 a cabinet with a hinged door below the pass-thru window
 832 (1) * Modify roof structure to add additional tubing allowing module ceiling to be a flat
 833 surface. Center trough pad will be replaced with a painted cover panel. The roof
 834 of the module will be double insulated.
 835 (1) * Modify L4 compartment into an upper and lower compartment. The Upper L4/1
 836 compartment will house the HVAC system facing forward with lines being routed
 837 around the front of the module to be ducted through the ceiling and at the front bulkhead.
 838 (1) * Cabinet B and Cabinet D above the CPR seat shall be angled.
 849

with pencil tray?	fixed or two-piece sliding
no	fixed

 850 (1) * Dry-erase board over squad bench:
 851 Overall size of board to be: 24 x 36 inches
 860 Ref Line #830: Pass thru will not have a sliding window, no shelf in G2. In lieu of doors
 861 install a fabricated net secured with buckles. Kissimmee will store bags for bullet proof vests.
 862 Front bulkhead cabinet "G1" shall have a 2" false wall with removable access plate on back
 863 wall. The front bulkhead cabinet "F" shall be used for miscellaneous electrical components
 864 with a removable panel at back wall.
 865 Install a Ziamatic #3094-VS-24-11 electric step at the side entry door.
 868
 869

CAB / MODULE PAINT AND LETTERING: STANDARD SPECIFICATIONS

874 (1) * DELETION CREDIT: Do not paint the 4 outer wheels
 875 Include one touch up paint kit for each color used
 880 (1) * DELETION CREDIT: Delete Federal ambulance markings
 881

PAINT OPTIONS

884 The cab for the chassis will be ordered and painted the following color code:
 886 **Color & Paint Number:**
 887 (1) * Paint entire module any color other than OEM white: MS #5261225 (Victory Red)
 895
 896 (1) * The paint finish will be hand glazed with a non-wax based product.
 898 (1) * Metallic paint will not be used anywhere on this unit.
 911

BELTLINE

912
 914 (1) * DELETE standard 11" reflective beltline stripe
 959

PINSTRIPE

- (1) * DELETION: No pinstripe tape AND no painted beltline to be applied by factory

REFLECTIVE "SCOTCHLITE" STRIPING

	Enter Code for Color:	Enter size in inches:
* Reflective stripe color # 1:	30	#680-10 White
* Reflective stripe color # 2:	30	#680-10 White
* Reflective stripe color # 3:	30	#680-10 White

CUSTOMER NOTES / SPECIAL REQUESTS

Ref. line #1006 thru 1008: All three stripes shall start at the skirtline of the cab and module; approximately midway back on the vehicle the stripes will form a "hush pattern".
Install a Chevron Stripe on the complete rear of the body including rear doors. The stripes will be alternating 6" Reflexite Red and Yellow. The lettering on the rear of the body will be installed directly on the paint in lieu of the Chevron stripes.
Install Vision film with Customer logo on the exterior side of the rear door windows.
Add 5% tint on the interior side of the windows on the rear doors.
Supply and install (3) Silver Snap Frame Brackets (14"x14" interior dimensions).

LETTERING OPTIONS

- (1) Lettering to be provided and installed by Excellence is specified on an attachment to this document AND priced below in "Customer Notes".

CUSTOMER NOTES / SPECIAL REQUESTS

Install Kissimmee Fire lettering and graphics package including logos on the cab doors.

EXTERIOR COMPARTMENTS: STANDARD SPECIFICATIONS

All exterior compartment doors insulated with 2" styrofoam
206 latch w/ key locking stainless steel 9000 series D-ring handles with gaskets (where possible)
(1) Doors equipped with gas shocks to reduce opening and closing force
Machine louvered or plastic venting, as needed, in all exterior compartments

EXTERIOR COMPARTMENTS: OPTIONS

All aluminum unistruts to be welded into exterior compartments (no screws or rivets)
* Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)

Compartment L1: (Streetside Rear)

- (1) * DELETE backboard storage from L1 compartment (no vertical dividers in L1).

Type of shelves in L1:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	0	0.125"

- (1) * DELETE "inside" access for Tall L1
(1) * Short L1 w/ additional interior cabinetry - optional for 146" & 166" modules
(1) One standard LED light in compartment - to be door activated
(1) * Door-activated flashing red LED warning light on interior of door
(1) * Turtle tile plastic matting for compartment floor
* Specify the color for the Turtle tile or Dri-Deck: black
There shall be unistrut in the normal shelf location to allow for two coat hooks
(1) on each side forward and aft walls (see CAD)
The L1 will have unistrut to accommodate for the installation of two (2) SCBA bottle brackets (Model # MWAB-03-5-SP Line 1446), Vulcan Streamlights (Line 2024) and customer installed equipment brackets. Includes large unistrut 10" horizontally off of the floor at the L1 back wall.

Compartment L3/1: (Outside electrical compartment for power distribution panel)

- (1) One standard LED light in compartment - to be door activated

- 1139 (1) * Key the exterior door latch for the L3/1 compartment differently from all other
 1140 * exterior compartment doors using a #545 lock and key (in lieu of the #1250 key).
 1144

1145 Compartment L3/2: (Streetside Intermediate)

Type of shelves in L3/2:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	1	0.125"

- 1156 (1) * One standard LED light in compartment - to be door activated
 1158 (1) * Door-activated flashing red LED warning light on interior of door
 1163 (1) * Turtle tile plastic matting for compartment floor
 1167 * Specify the color for the Turtle tile or Dri-Deck: black
 1170 The L3/2 to have inside/outside access via a set of Polycarbonate sliders. The fixed
 1171 shelf will act as a floor to this area.
 1177

1178 Compartment L4: (Streetside Forward)

Type of shelves in L4:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	0	0.125"

- 1185 (1) * One standard LED light in compartment - to be door activated
 1187 (1) * Door-activated flashing red LED warning light on interior of door
 1190 (1) * Turtle tile plastic matting for compartment floor
 1194 * Specify the color for the Turtle tile or Dri-Deck: black
 1197 L4 compartment shall be a total of 22" deep from the back side of the door jamb
 1198 face to the back wall of the compartment to accommodate for a Ferno model
 1199 #40 stair chair.
 1203

1205 Compartment R1: (Curbside Rear)

- 1222 (1) Tall R1 - standard on 166" & over boxes - includes short R2 unless deleted at
 1225 (1) * Backboard storage in Tall R1. # of adjust. dividers: 2
 1227 Type of shelves in Tall R1:
 1228 Adjustable shelves with unistrut 3 0.125"
 1229 Fixed shelves 0 0.125"
 1231 (1) * Fixed vertical divider in R1.
 1232 (1) Outside access for Tall R1
 1235 (1) One standard LED light in R1 compartment - to be door activated
 1237 (1) * Door-activated flashing red LED warning light on interior of door
 1238 (1) * Turtle tile plastic matting for compartment floor
 1242 * Specify the color for the Turtle tile or Dri-Deck: black
 1245 Aft R1 compartment will house three backboards and one Ferno model #65 Scoop EXL stretcher.
 1246 Install a retaining strap at mid-level in front of the dividers in the R1 compartment (line 1449).
 1252

- 1254 (1) * DELETE Short R2 compartment
 1279

1280 Compartment R4: (Curbside Forward)

- 1281 (1) Inside / Outside access for full height of R4 compartment
 1292 (1) * Door-activated flashing red LED warning light on interior of door
 1295 (1) Drug box storage in R4 shall have a locking Painted Aluminum
 1296 (1) Cabinet beside the drug box storage in R4 will have inside / outside
 1297 access with a non-locking Painted Aluminum
 1298 The vertically-hinged doors will be individually latching doors
 1308

Type of shelves in R4:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	2	0.125"
Fixed shelves	0	0.125"

- 1318 (1) * One standard LED light in compartment - to be door activated
 1321 (1) * Turtle tile plastic matting for compartment floor
 1325 * Specify the color for the Turtle tile or Dri-Deck: black
 1334
 1417 (4) Number of exterior compartment(s) to be finished in Excellance texturized paint.
 1418 Specify each compartment here: ALL - EXCEPT R4 which is to be finished white
 1446 (2) * Zico brand SCBA bracket with safety strap. Location: L1 compartment
 1447 Specify the bottle style / size for safety strap: TBD

- 1449 (4) * Enter number of restraint strap sets with quick-release buckle
 1450 * Specify each compartment here: (2) L4 forward wall & (1) R1 mid-level, (1) L3/2 Sharpes
 1458 (1) * Electric door locks for module personnel & R4 doors
 1459 (4) * Enter number of exterior compartments to have electric door locks

The following electric door locks...	...shall be activated by :	Location for separate switch:
All electric door locks	Cab door switches, rear tag frame, key fob	None

- 1470 (1) * Electric door locks to have remote control activation
 1471 (1) * Concealed weatherproof override switch for electric door locks
 1472 * Concealed override switch location: rear tag frame

CUSTOMER NOTES / SPECIAL REQUESTS

Ref 1458 & 1459: the electric door locks will only be operational via the cab door switches, rear tag frame switch and the remote key fob. No switches will be installed inside the patient compartment. The L3/1 electrical compartment will NOT have an electric door lock.

PATIENT COMPARTMENT: STANDARD SPECIFICATIONS

Install clear polycarbonate throughout the unit.
 Full seam-welded NFPA-compliant anti-skid aluminum diamondplate stepwell with flush sweep-out design
 Door-activated flush-mounted stepwell light, LED
 3 interior entry door panels, aluminum painted white
 1500 (1) Alternating red/white 10" reflective diagonal stripes on each Personnel Door
 1505 Grab handles for module doors to be: 1.25" diameter seamless stainless steel
 1506 (1) Grab handle(s) for the inside of the side entry door: 18" long
 1508 (1) Grab handle(s) on each rear door inside the module: "L" shape 33" x 17.5"
 1509 Aluminum walls painted white
 1510 Aluminum ceiling finish painted white
 1511 (1) Insulation in the module walls and ceiling
 1513 Welded tubular aluminum cabinet framework with cabinet tubular faces painted white
 1514 Sliding medical cabinet doors of 1/4" polycarbonate with full height extruded aluminum handles
 1515 All cabinet interiors are to be painted white
 1516 Cabinets have Austin latches on hinged cabinet doors and Safety Pins on sliding doors (KKK compliant)
 1517 Cabinets will be labeled with their rated weight capacity
 1518 Streetside action area with solid surface counter top
 1519 The color for all counter tops will be: light gray w/ white & charcoal speckles
 1520 * OPTION: Specify each individual interior cabinet to have restocking feature
 1521 Cabinet "D" (over action area)
 1527 Action area shelf to have lip
 1528 Oxygen compartment shall have one polycarbonate hinged access door for "M" & "H" size cylinders
 1529 Squad bench w/vinyl covered padded split seat cushion and with a hinged lid
 1530 two 6-point seat belt harnesses: red
 1531 sets of patient restraint straps: 3 red
 1532 Squad bench to have a solid vinyl covered padded back rest and head rest
 1533 2 "No smoking oxygen equipped / Fasten your seatbelt" decals, one in cab and one in module
 1534 Removable wiring access panels, vinyl padded down the center of the ceiling w/ 1" x 2" tubular supports
 1536 (1) # of 96" x 1.25" diameter stainless steel overhead grab rails on 166" module: 2
 1539 1 CPR seat with vinyl covered padded seat and head protectors
 1540 CPR seat to have 6-point seat belt harness

CUSTOMER NOTES / SPECIAL REQUESTS

Retention straps (tethers) will be on all hinged interior cabinet doors.
 Fabricate an open storage cubby at the head of the squad bench for a customer installed Laerdal LSU portable suction system. The system will lie flat on a bracket in the storage cubby and be accessible from the stepwell side. Includes a 110 VAC outlet in storage cubby for the bracket power cord. The storage cubby will be 14 1/2" w x 12 1/4" x 16"d.
 Fabricate, paint (texturized interior white) and install a bracket curbside, aft of squad bench. Bracket secured to wall tubes. Install trim lock across the bottom edge. A Ferno wall track will attach to the bracket to support LP15 Defibrillator bracket. (Both customer supplied)
 Purchase (2) Market Lab #1055 triple glove box holders (Cab & Door Caddy w/spacers).
 Add trimlock around the top and along the spacers to diminish noise.

PATIENT COMPARTMENT: OPTIONS

Painted white interior

* High back EMT Captains Chair (Bucket Seat) at Action Area w/ these features:

Built-in Child-Safety Seat? Yes
of seat belt harness points: 3
of arm rests: 0 no arm rests

* Swivel seat base (2-way swivel)(Child-Safety Seat)

* Sewn upholstery

* WISE brand

Type of IV holder	Quantity	Mounting location for IV holders:
Rubber shaft fold-down w/ velcro	1	head of primary cot
Rubber shaft fold-down w/ velcro	1	head of squad bench

* Additional adjustable shelf (.090" aluminum) Cabinet "G"

Cabinet over Action Area to have...

* Sliding doors that are made of polycarbonate

* Cabinet over squad bench (KKK requires 43+" between squad bench & cabinet)

* with dual sliding doors made of polycarbonate ("standard")

* Cabinet over CPR seat (half-depth) (KKK requires 43+" between seat & cabinet)

Location for additional cabinet:
* without restocking feature: Cabinet B2 w/vertically hinged door

CUSTOMER NOTES / SPECIAL REQUESTS

Cabinet J1 and J2 will have a fixed partition behind the Polycarbonate in both sections (see CAD).

Ref. 1662: Cabinet B2 will be installed in lieu of an aft action area with solid surface

countertop. The cabinet will have a vertically hinged Polycarbonate door and one shelf.

Install customer supplied Ferno bracket for LifePak-15 at foot of squad bench just above the backrest. The bracket will be 2.25" from curbside wall and 6.5" from squad bench cabinet padding.

Fabricate a cabinet forward of the new suction canister recess. The cabinet will have a

14"H x 14"W x 18"D pass through, to house two med boxes stacked one on top of the other.

The total measurements of the two med boxes together are 17"L x 11"W x 8"H. The storage will have one door that slides into a pocket.

BIO-HAZARD / TRASH CONTAINERS:

* Two wall mounted Maxxim kits - each kit has one sharpes container and one trash container

* Maxxim kit(s) to be mounted by Excellence when customer picks up unit

* Compartment in top of action area (L3/2 access) for sharpes and trash -

Trash with hinged, spring loaded polycarbonate lid; Sharpes to be without lid.

* Small tilt-out compartment front face of squad bench: Sharpes

* Excellence shall fabricate and mount an aluminum door caddy in the inside

door panel of the side entry door which shall be capable of storing items such

as paper towels, glove boxes, spray bottles and/or cleaning supplies.

CUSTOMER NOTES / SPECIAL REQUESTS

The top of the action area counter will have Red hinged lid for the recessed Sharps

Container Model #BD305344. The Sharps will have a hinged door in L3/2.

Install one of the Maxxim containers in the left rear door window frame using a fabricated

bracket. Permanently remove the lock from the bracket to allow the trash container to

drop in place. ***Ref. 1733: The door caddy will be per Kissimmee design.***

Install a fabricated "L" bracket in the sharpes storage area in the L3/2 compartment. The

bracket will be 6.75" wide and allow 11.5" of clearance to the access door.

Install a customer supplied Med-Vault #5520 in the center of cabinet "C" (over CPR seat).

Cabinet "C" will be open (no doors). The Med-vault will have ignition/shoreline power supplied to it.

SEATING / UPHOLSTERY: OPTIONS

Padded vinyl head protectors over module entryways, color coordinated to match interior

* Gray color for upholstery (Gray)

* Net at head of Squad Bench, standard 58" x 17" (Red unless specified in Customer Notes)

FLOOR COVERING: OPTIONS

Heavy duty vinyl floor covering will be installed inside patient compartment

* Lonseal / Lonplate II flooring (this flooring will extend up the side walls)

Type of floor selected above:	Floor color	Curbside wall covered in:
* Lonseal / Lonplate II flooring	421 Mica	Floor covering

Streetside wall covered in:
Floor covering

HANDRAILS / MOUNTING BRACKETS: OPTIONS

All handrails will be stainless steel, knurled, antimicrobial rails painted (powder coated) yellow.

COT / LITTER MOUNT: OPTIONS

The cot used in this unit will be a: (Brand) Stryker (Model) Power Pro
The cot will be supplied by: Customer
The retention system will be supplied by: Customer

Purchaser / Customer agrees to indemnify and hold Excellence harmless for the installation of any cot retention system specified by the Customer that is not compliant with any governmental authority.

The mounting position for the cot shall be:

* Center mount for one cot

Post and wheel cups will NOT be installed in the patient compartment.

THE COT WILL BE SUPPLIED BY CUSTOMER

THE RETENTION SYSTEM WILL BE SUPPLIED BY CUSTOMER

Install a customer-supplied Stryker Power Load system (installation only).

MODULE ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS

12 VDC electrical distribution system

Color and function coded wiring

GXL high temperature wiring insulation

Automatic reset circuit breakers

Heat shrink tubing on all terminals

Lighted rocker switches

Engraved backlit switch labels

1 labeled power distribution panel will be located in the exterior L3/1 compartment

Patient compartment control console with hinged access panels in action area

12 VDC Medical outlets to be installed as follows:

Type of outlet:	Quantity	Location for outlet(s):
Cigarette	2	Action Area

Magnetically controlled, hermetically sealed door switches

"Module Entry Door Open" warning circuit w/ warning light in cab console

Door activated exterior compartment lighting

All of the dome lights located on the curbside to turn on to low intensity when

module entry doors are opened and/or switch on cab console is activated

All switches, indicators and control devices shall be labeled in accordance w/ current KKK-A-1822

MODULE ELECTRICAL SYSTEM: OPTIONS

1 Kussmaul #091-32 Load Manager / Sequencer.

Load Manager and status indicator to be located in cab console.

Excellance will determine load manager circuits and sequence of priority.

2 #RG58U coax antenna cables from center wiring trough to behind driver's seat

* Location for origination of first "std" coax cable:	module center trough
* Location for termination of first "std" coax cable:	behind the cab seat
* Location for origination of 2nd "std" coax cable:	module center trough

- 1932 * Location for termination of 2nd "std" coax cable: behind the cab seat
- 1942 (2) * Number of customer-provided two-way radios AND
- 1943 * scanners AND antenna mounted by Excellance.
- | | | | |
|------|----------------------------------|----------|---------|
| 1944 | * Brand & Model of first radio: | Motorola | APX8500 |
| 1945 | * Brand & Model of second radio: | Motorola | |
- 1948
- | | | |
|------|--------------------------|------------------------|
| 1949 | * Mounting location for: | Control Head location: |
| 1950 | Cab Console | First radio |
| 1951 | Action Area | Second radio |
| 1952 | | Third radio |
| 1953 | | Scanner |
| 1954 | | |
- 1968 (1) * Three TruckLite LED # 80251C lights installed in center of module ceiling
- 1971 (1) Switch on EMT switch panel and switch ...
- 1972 (1) ... at side entry door.
- 1977 (1) * TruckLite LEDs # 80162C EMT ("Standard" in action area)
- 1983
- 1985 (1) Four 8-inch LED dome lights mounted in ceiling on streetside
- 1986 (1) Four 8-inch LED dome lights mounted in ceiling on curbside
- 1996 (1) * All ceiling lights to operate with two switches (one for streetside & one for curbside lights).
- 2024 (2) * Streamlight Vulcan to be electrical hard-wired orange color

CUSTOMER NOTES / SPECIAL REQUESTS

Ref. Line 1942: Install 40 amp Ignition & ground busses & 10 amp ignition buss in cabinet "F".

Ref. Line 1942: Install 40 amp Ignition & ground busses & 10 amp ignition buss in console.

Customer supplied laptop bracket in front console to be hardwired

for battery power. The customer supplied radios will be ignition powered

(they are to power off when the ignition is turned off). The customer supplied radio

speaker will mount in the cab on the back wall above the pass through window.

Ref 2024: The Streamlight Vulcan lights are C4 LED part number #44451. The

lights will be mounted in the L1 compartment and will be battery powered.

Dome lights on both sides should be on Low Intensity when the doors are open.

125 VAC ELECTRICAL: STANDARD SPECIFICATIONS

Location for each 125 VAC duplex receptacle (interior to be lighted; exterior to be weatherproof):

SHORELINE OPTIONS

CUSTOMER NOTES / SPECIAL REQUESTS

Ref. #2080: the shoreline will be a Non-auto eject 20amp.

Ref. #2125: shoreline will be mounted aft of L3/2 compartment in the wheel well. Between the L3/2 and Wheel Well Light.

125 VAC ELECTRICAL EQUIPMENT: OPTIONS

2171 (1) * Vanner 1100 watt inverter (model LSC12-1100) with transfer switch WITH
2172 battery charger

2188

2189 **CUSTOMER NOTES / SPECIAL REQUESTS**

2190 Note: Customer prefers that Inverter switch is NOT on switch panel at action area.

2200

2202

2203

2204

2 backup lights wired to operate with rear scene / load lights

2205

Rear license plate bracket shall be recessed on rear of unit with light

2206

1 set of red rear turn marker lights on each side of module using:

2207 (1)

L.E.D. 4" round turn marker lights (part # 44350R)

2211

2212

WORKLIGHTS / FLOODLIGHTS / SPOTLIGHT: OPTIONS

2213

2214

The hand-held spotlight will be: recess-mounted on passenger side of front console

2215 (1)

Minimum 100,000 CP lamp handheld spotlight w/ momentary switch (Standard)

2225

2229 (1)

* 2 Whelen 900 Super-LED work / scene lights (surface mount with chrome flange) on each side of module (in lieu of halogen lights).

2230

2231

Work / scene light on curbside of module activated by side entry door.

2236 (1)

2 Whelen 900 (w/ flange) load / scene lights with 8-32 degree optic on rear wall of module.

2241 (1)

* 2 Whelen 900 Super-LED work / scene lights (surface mount with chrome flange) on rear wall of module.

2242

2243

Rear lights activated when rear doors are opened or transmission is put into reverse.

2245

Note: Scene lights on rear of module will be deleted when rear light bar has scene light option.

2283

2284

TURN SIGNAL / TAIL LIGHTS: OPTIONS

2285

2286

Primary brake, turn signal & backup lighting

2287

2288

The Primary brake, turn signal, and backup lights on the rear of the module will be:

2289

600 series L.E.D. lights as turn signals set in a triple Horizontal Casting

2290

600 series L.E.D. lights as brake lights set in a triple Horizontal Casting

2291

600 series L.E.D. lights as backup lights set in a triple Horizontal Casting

2361

Any ICC lights not mounted on light-bar shall be mounted on front wall of module.

2405

Any ICC lights not mounted on light-bar shall be mounted on rear wall of module.

2417

2419

GRILL LIGHTS / INTERSECTION LIGHTS

2435

2436

Grill Lights shall be:

2437 (705)

Whelen 700 Red L.E.D. w/o flange Lens color: clear

2439

2440

2441 (405)

Intersection Lights on the driver's side shall be: Whelen 400 Red L.E.D. w/o flange

2442 (405)

Intersection Lights on passenger's side shall be: Whelen 400 Red L.E.D. w/o flange

2455

2456

OTHER VISUAL WARNING LIGHTS: STANDARD SPECIFICATIONS

2479

2480

Flashing light installed at the top center of front module wall shall be:

2481 (904)

Whelen 900 series White LED with flange

2482

The color of the lens for this light is: clear

2484

2485

Flashing lights in each upper corner of the front module wall (2 total) shall be:

2486 (901)

Whelen 900 series Red LED w/ flange

2487

The color of the lens for this light is: clear

2489

2490

* Install one additional flashing light on the side of the front wall of module.

2491 (904)

This curbside light shall be: Whelen 900 series White LED with flange

2492 (904)

This streetside light shall be: Whelen 900 series White LED with flange

2493

Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2494

2495 * Install a 2nd additional flashing light on the side of the front wall of module.

2496 (901) The curbside light shall be: Whelen 900 series Red LED w/ flange

2497 (901) The streetside light shall be: Whelen 900 series Red LED w/ flange

2498 Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2499

2500 **Flashing lights in each upper corner of the curbside module wall (2 total) are:**

2501 (901) Whelen 900 series Red LED w/ flange

2502 The color of the lens for this light is: clear

2504

2505 **Flashing lights in each upper corner of streetside module wall (2 total) are:**

2506 (901) Whelen 900 series Red LED w/ flange

2507 The color of the lens for this light is: clear

2509

2510 * **Wheel well lights** on each side of module (2 total) shall be:

2511 (701) Whelen 700 series Red LED w/ flange

2512 The wheel well light lens color is: clear

2513

2514 **Flashing lights in the upper corners of module rear wall (2 total) shall be:**

2515 (901) Whelen 900 series Red LED w/ flange

2516 The color of the lens for this light is: clear

2518

2524 * Install a set of flashing lights to operate as emergency warning lights to be

2525 seen through the rear door windows when doors are open.

2526 (701) The curbside light shall be: Whelen 700 series Red LED w/ flange

2527 (701) The streetside light shall be: Whelen 700 series Red LED w/ flange

2528 Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2529

2536 * Install a set of flashing auxiliary lights to operate as brake lights when NOT in

2537 emergency mode to be seen through rear door windows when doors are open.

2538 (901) Whelen 900 series Red LED w/ flange

2539

2540 **Flashing light installed at the top center of rear module wall shall be:**

2541 (702) Whelen 700 series Amber LED w/ flange

2543 Color for this lens shall be: clear

2544

2550 (1) * DELETION CREDIT: Delete "standard" Whelen AFM-1660 flasher

2551

2553 (1) The flash pattern for the emergency lights shall be custom programmed as

2554 specified by the Customer in lieu of the standard flash pattern specified by KKK.

2555

2556 **CUSTOMER NOTES / SPECIAL REQUESTS**

2557 Program "double fast flash" pattern for all LED warning light heads.

2558 Ref. #2524: Wire the mid-level 700 red LED lights to also act as brake lights when

2559 not in emergency mode. This will result in the 900 and 700 red LED mid-level

2560 lights to act as brake lights when not in emergency mode.

2561

2566 **MISCELLANEOUS WARNING LIGHTS: OPTIONS**

2567

2568 **WHELEN FLASHERS AND STROBE POWER SUPPLIES**

2570 (2) * Flasher, UFM-8, 60 Watts (8 outlets) for: Emergency Lights

2590

2592 **EMERGENCY AUDIBLE WARNING SYSTEM: OPTIONS**

2593

2595 **Siren tones to be programmed in "default" mode.**

2597 (1) * DELETION CREDIT: Delete the Whelen hands free electronic siren

2598 (1) * Whelen 295HFSC9 Self-contained 200-watt dual amplifier w/ removable mic

2599

2617

2618 **Speaker Options**

2619

2630 (1) **Two through-the-bumper speakers ("standard" for M2 Freightliner)**

2639

2640 **CUSTOMER NOTES / SPECIAL REQUESTS**
 2641 Install a Whelen Howler siren/speaker system with a momentary switch on the cab console.
 2651
 2653 **OXYGEN AND SUCTION SYSTEMS: STANDARD SPECIFICATIONS**
 2654
 2655 Oxygen system plumbing with cylinder wrench chained in oxygen compartment
 2656
 2657 **Tank Brackets: Options**
 2658
 2659 (1) * Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)
 2662
 2665 (1) * Zico "MultiVersal" restraint system with adjustable bracket for a "H" tank
 2674 1 oxygen regulator, 50 PSI
 2677
 2678 **Oxygen Systems: Options**
 2693 Ohio-Diamond type oxygen outlets. Select one of the following:
 2694 (1) * 2 oxygen outlets located at EMT panel, 1 at curbside
 2700 (1) * Enter # of additional Outlets w/ trim bezel, streetside 2nd outlet at EMT Panel
 2722
 2741
 2742 **Vacuum System: Options**
 2743
 2744 Sscor suction system with 1 canister and lid, on-off power switch, 5-foot exhaust hose,
 2745 vacuum gauge and internal regulator (no vacuum outlet needed) - to be installed...
 2747 (1) ... recessed below the action area countertop at the head of the patient
 2748 cot on the streetside wall.
 2765
 2768
 2769 **CUSTOMER NOTES / SPECIAL REQUESTS**
 2770 There shall be 2" angles welded to the floor of the R4 compartment to create a
 2771 shelf with proper spacing to hold (3) "D" size O2 cylinders. Lower section of R4
 2772 to be made out of 1/8" flat aluminum - splatter painted gray. Two (2) seat-belt style
 2773 retaining straps will be installed to hold the bottles down.
 2780
 2782 **HVAC SYSTEMS: STANDARD SPECIFICATIONS**
 2783
 2784 12 VDC multi-speed exhaust fan at rear of module
 2785 1 static air intake at front curbside of module
 2786 Floor-level return air plenum with replaceable filter for A/C-heat unit
 2787
 2788 **HVAC SYSTEMS: OPTIONS**
 2789
 2792 (1) * Discharge the HVAC system down the length of the patient compartment in
 2793 the ceiling via the "center trough".
 2861 **EHD Medium-Duty Chassis**
 2862 **NOTE:** Is the Medium-Duty Chassis to be ordered with an
 2863 OEM auxiliary engine mounted 12 VDC compressor? No
 2864 If "Yes", then the following options are in addition to the auxiliary OEM chassis compressor.
 2866 12 Volt HVAC systems:
 2867 (1) Heavy duty combination heater / air conditioner system w / digital
 2868 electronic thermostat with digital temperature display.
 2869 (1) Under-body-mount auxiliary A/C condenser is standard for EHD units
 2897
 2898 **CUSTOMER NOTES / SPECIAL REQUESTS**
 2899 Install a second A/C 12volt system to the patient compartment. The second system
 2900 will have its own A/C compressor, thermostat, and underbody three fan condenser.
 2901 The unit will be located in the L4/1 compartment.
 2902 The compressors will be mounted under the chassis hood on a dual mount bracket.
 2908
 2910 **FIRE EXTINGUISHER: OPTIONS**
 2911
 2912 (2) **5# ABC fire extinguishers**
 2914 * Extinguisher mounting instructions: install at customer inspection

FACTORY PAID TRANSPORTATION

Travel allowance for final inspection of the completed refurb. (3 people, 2 nights)
Delivery of the completed unit to Kissimmee Fire Department.

DEALER PROVIDED AND/OR INSTALLED ITEMS

The following items will be provided and/or installed by the Dealer:

Kissimmee Contingency Allowance - Funds to be used for changes/additions during the build process with prior approval from Kissimmee primary contact.

SPECIAL REQUIREMENTS and/or OUTSOURCED ITEMS:

(to be provided by Excellance)

Window tint on chassis brow (5%) and both driver and passenger windows (35%).

CUSTOMER SUPPLIED PARTS

It is Excellance policy for all parts to be supplied by Excellance. The reasons for this policy are to allow Excellance: (1) to better engineer and manufacture the vehicle by obtaining the parts in advance, (2) provide better control over tracking the delivery of all parts and getting the part to the correct vehicle for which it is intended, and (3) it allows Excellance to better adhere to its production schedule. Disruptions in our production schedule are very costly and wasteful in terms of labor. Therefore, exceptions to this policy will result in a charge of \$250.00 **per part** supplied by any dealer or customer PLUS the appropriate labor charge for installing any such part. Note: Excellance does not warrant the installation of customer supplied parts installed by Excellance! Excellance waives the \$250 "parts charge" for two-way radio equipment, radio antenna, and cots.

Payment Terms:

Payment to be Cash Upon Delivery F.O.B. Excellance, Madison, Alabama.

CHECKLIST

Send invoices to:
101 N. Church Street Suite 200

Kissimmee, FL 34741

(1) Enter "1" here if Excellance is to send an invoice for deposit / prepayment of:

Specify to whom the MSO is to be assigned:

City of Kissimmee

The vehicle will be ready for delivery with electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT

The effective date of this contract is the day this order is accepted by Excellance as evidenced by the date this contract is executed by an officer of Excellance.

Construction will begin only after all questions have been resolved. Once the unit is in production, each change will result in an engineering fee of \$250 in addition to the price for the change.

Failure to select an option on this order form will result in: (i) no charge to the Customer, (ii) no obligation by Excellance for that item, and (iii) the possibility, at Excellance's sole election, of a \$250 charge for each change or addition that occurs after production begins on a vehicle.

Review this order carefully. Changes, alterations or additional work ordered shall be charged for at current rates with additional time being allowed Excellance for delivery.

Price is exclusive of taxes, licenses, etc. which shall be the responsibility of Customer. All delivery dates are approximate unless otherwise indicated and are subject to and dependent upon the Customer furnishing all required information to Excellance in a timely manner.

3098
3099 Excellence shall not be liable for failure to deliver or delay in delivering any Product(s) covered
3100 by this order where such failure or delay is due, in whole or in part, to any cause beyond the
3101 reasonable control, or is without the gross negligence or intentional misconduct, of Excellence.
3102
3103 Fulfillment of this order by Excellence shall be contingent upon strikes, lock-outs, fires,
3104 accidents, Government regulations, inability to secure materials or other causes beyond
3105 Excellence's control. Excellence may substitute comparable parts if the specified part is not available.
3106 If colors are not specified, Excellence retains the right to assign colors based upon availability.
3107
3108 In the event Customer cancels this order prior to Excellence beginning production on the unit(s) covered
3109 hereunder, then Excellence shall be entitled to receive from Customer the greater of (a) 20% of the
3110 contract price, or (b) all deposits paid by Customer hereunder. In the event Customer cancels this
3111 order after Excellence begins production on the unit(s) covered hereunder, then Excellence shall
3112 be entitled to receive from Customer the full contract price less the amount of money saved by
3113 Excellence by reason of the cancellation (e.g., actual costs incurred) plus 20% of the contract price.
3114
3115 Any warranties on the products sold hereunder are those made by the manufacturer of said products.
3116 Excellence, as the seller of such products, expressly disclaims all warranties, either expressed or
3117 implied, including any implied warranty of merchantability or fitness for a particular purpose, and
3118 neither assumes nor authorizes any other person to assume for it any liability in connection with
3119 the sale of such products.
3120
3121 In the event there is a "trade-in" unit that Excellence agreed to take "in trade" as partial consideration of
3122 the purchase price hereunder, Excellence shall be under no obligation to tender the MSO/title for the new
3123 unit to the Customer until Excellence (a) receives the MSO/title for the unit to be "traded in", and (b) has
3124 possession of the unit "traded in".
3125
3126 Customer agrees that in the event of any Action brought by Customer against Excellence, Purchaser
3127 shall not be entitled to recover any incidental or consequential damages as defined in the Uniform
3128 Commercial Code, including but not limited to indirect or special damages, loss of income or
3129 anticipated profits, or down-time, or any punitive damages.
3130
3131 This contract contains the entire understanding between the parties, supersedes any previous agreement or
3132 understanding, and any changes to this contract must be in writing and signed by Customer and Excellence.
3133
3134 No waiver of any term of this order shall be valid unless it is in writing and signed by an officer of
3135 Excellence. If any provision or part of any provision of this order shall be deemed to violate any applicable
3136 law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining
3137 part of that provision and the remainder of this document shall continue to be binding and enforceable.
3138
3139 Arbitration provision: The laws of the state of Alabama, as applicable to contracts to be
3140 performed entirely within that state, shall govern this agreement. Any controversy or claim
3141 arising out of or relating to this agreement, or the breach thereof, shall be settled by binding
3142 arbitration in accordance with the rules of the American Arbitration Association and any judgment
3143 on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ITEM 7.G

Approval of the Third Amendment to the Tapestry Annexation, Planning, and Development Agreement

Request

Approval of the Third Amendment to the Tapestry Annexation, Planning, and Development Agreement amending the Design Guidelines section with SAVI Investments, Inc.

Explanation

This Third Amendment to the Tapestry Annexation, Planning, and Development Agreement with Savi Investments, Inc., amends the Design Guidelines section (Exhibit D) of the original Agreement, dated June 13, 2005, to increase the maximum building height to sixty (60) feet (4 stories) for the Savi Property only. Savi Investments, Inc. currently owns the Tract FD-3 parcel of the Sonoma Resort at Tapestry - Ph. 2A plat (Plat Book 32, Page 3, Parcel/Tax ID:07-25-29-2167-0001-FD30) located on the west side of W. Carroll St, northwest of Kissimmee Elementary. The property is currently in development review to establish apartments. All other properties, development, and design standards previously included with the previous amendments shall remain the same and in effect. The approval of this Third Amendment also includes Exhibit 1 that provides additional conditions of approval.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S)Third Amendment to the Tapestry Annexation, Planning & Development Agreement

This instrument prepared by
And return to:

Jonathan P. Huels, Esq.
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

**THIRD AMENDMENT
TO
ANNEXATION, PLANNING AND DEVELOPMENT
AGREEMENT**

THIS THIRD AMENDMENT TO ANNEXATION, PLANNING AND DEVELOPMENT AGREEMENT (“**Third Amendment**”) is made and entered into this 23 day of January, 2023, by and among **SAVI INVESTMENTS, INC.**, a Florida limited liability company, whose address is 5200 Vineland Road, Suite 250, Orlando, Florida 32811 (“**SAVI**”) and the **CITY OF KISSIMMEE**, a municipal corporation organized and existing under the laws of the State of Florida with a principal address of 101 North Church Street, Kissimmee, Florida 34741-5054 (“**City**”).

RECITALS

(Capitalized terms not defined in this Third Amendment shall have the meanings ascribed thereto in the Annexation Agreement, as described in Paragraph A below.)

A. City and multiple owners of parcels of contiguous real property known as “Tapestry” and located in Osceola County, Florida, the cumulative legal description of which is attached to the First Amendment as composite Exhibit “A-1” (the “Property”), entered into that certain Annexation, Planning and Development Agreement dated June 13, 2005, and recorded on June 29, 2005 in Official Records Book 2826 at page 644 of the public records of Osceola County, Florida (the “**Original Agreement**”) as amended pursuant to that certain First Amendment to Annexation, Planning and Development Agreement (the “**First Amendment**”) dated November 6, 2007, and recorded on November 16, 2007 in Official Records Book 3596 at page 698 and that certain Second Amendment to Annexation, Planning Agreement (the “**Second Amendment**”) dated November 6, 2012, and recorded on November 13, 2012 in Official Records Book 4350 at page 1249 both of the public records of Osceola County, Florida, (the Original Agreement, First Amendment and Second Amendment, collectively the “**Annexation Agreement**”) in conjunction with the City’s annexation of the Property.

B. An Amended Development Plan setting forth the configurations of the development parcels and Intended Uses of the Property is attached to the Second Amendment as Exhibit “A”.

C. Amended Design Guidelines for the Intended Uses are set forth in the Amended Development Plan and Agreement is attached to the First Amendment as Exhibit “D”.

D. SAVI is the owner of certain real property within Parcel 2 more particularly described as TRACT FD-3, SONOMA RESORT AT TAPESTRY – PHASE 2A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 3, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA (the “SAVI Property”).

E. SAVI as the owner of the SAVI Property that is the subject of this Third Amendment intends to develop an apartment community on the SAVI Property (the “Project”).

F. City and SAVI are mutually desirous of entering into this Third Amendment which will modify certain design guidelines applicable to the Project proposed to be developed on the SAVI Property.

G. City and SAVI hereby acknowledge and warrant each to the other that this Third Amendment and any future acts as required hereby are binding and enforceable on the City and Owner in accordance with their terms.

A G R E E M E N T

Accordingly, in consideration of mutual benefits and the public interest and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Third Amendment.

Section 2. Authority. This Third Amendment is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City’s Charter.

Section 3. Amended Design Guidelines. Sub-section I.B.1.(a)(2) of the Amended Design Guidelines attached to the First Amendment as Exhibit “D” is hereby amended as follows:

“1. APARTMENTS.

- a) Development and use shall be in accordance with regulations for the Mixed-Use Planned United Development (MUPUD) District, Section 14-2-50 and Multiple Family High Density Residential District (RC-2), Section 14-2-25, City of Kissimmee Land Development Code, except that:
 - (1) Minimum Residential Floor Area (Heated and Air Conditioned): One Bedroom: 500 square feet
Two bedrooms: 750 square feet
Three bedrooms: 850 square feet plus 100 square feet for each additional bedroom.

- (2) Maximum building height shall be forty-five (45) feet (3 story) except that the SAVI Property shall have a maximum building height of sixty (60) feet (4 story).
- (3) Setbacks shall be defined within “D.2” (Multifamily Setback Matrix).”

Section 4. Terms and Conditions of Annexation Agreement; Resolution of Any Conflicts Therewith. Except as amended and modified by this Third Amendment, the terms and conditions of the Annexation Agreement remain in full force and effect. In the event of any conflicting terms between this Third Amendment and the Annexation Agreement, the terms of this Third Amendment shall prevail.

4.1 Conditions of Approval. SAVI understands and attests to conform to all conditions of approval as provided by the Comment Form dated December 20, 2022, attached hereto and incorporated herein as Exhibit “1.”

4.2 Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one-in-the-same instrument.

4.3 Recordation. This Third Amendment shall be recorded in the Public Records of Osceola County, Florida, and any successors, heirs and assigns of SAVI, including but not limited to builders or developers, shall be bound by the terms of this Third Amendment, and shall likewise be entitled to its benefits.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the day and year first above written.

CITY OF KISSIMMEE

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City of Kissimmee,
Florida, only.

City Clerk

_____, 2023.

City Attorney
Kissimmee, Florida

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization, by the Mayor of the City of Kissimmee, a Florida municipal corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

SAVI INVESTMENTS, LLC, a Florida limited liability company

By: Vishaal Gupta
Name: Vishaal Gupta
Title: Manager

WITNESSES:

(1) [Signature]
Print Name: Nirav Patel

(2) Mariana Morell
Print Name: Mariana Morell

STATE OF FLORIDA

COUNTY OF orange

The foregoing instrument was acknowledged before me this 23 day of January, 2023, by means of ☒ physical presence or ☐ online notarization, by Vishaal Gupta as Manager for Savi Investments LLC, a Florida limited liability company, who is personally known to me or has produced identification.

Notary Seal:

Notary: Mariana Morell
Print Name: Mariana Morell
My Commission Expires: 3/29/2025



Mariana Morell
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025

Exhibit "1"
Conditions of Approval

DEVELOPMENT PROJECT COMMENT FORM



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

ADDRESS: W. side of W. Carroll

DATE: 12/20/2022

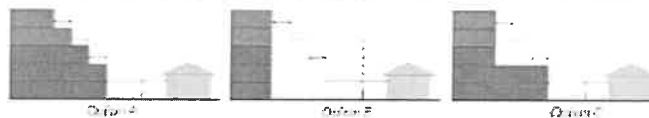
PLAN NUMBER: SP-22-0034 Sonoma Resort @ Tapestry Ph. 3 Site Plan – 2nd Review (3rd Annexation Developer's Agreement Amendment)

Review Status:
APPROVED WITH CONDITIONS.

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

1. The Third Amendment to the Tapestry Annexation, Planning, and Development Developer's Agreement to increase the multi-family building height to 60 feet (4 stories) is subject to City Commission approval.
2. The Site Plan cannot be approved until the Developer's Agreement is amended and approved by the City Commission.
3. Special setback standards in Section 14-4-6C shall also apply to multi family adjacent to the existing single family residential. This setback is measured from the property line.
 - a. A setback of 1 foot from the abutting residential site for every foot of building height. Developers may elect to apply the setback as follows:
 1. Apply the setback to each of the floors above the second story
 2. Apply the setback to the entire façade
 3. Setback all the stories above the second floor

Figure 4-1: Setbacks abutting single family residential zoning



4. All other applicable Land Development Code (LDC) standards shall apply.
5. All other standards from the original Developer's Agreement and all previous amendments shall apply to the Site Plan.
6. All other standards from PUD amendments for Sonoma @ Tapestry (DRC#21-00092) shall also apply.
7. All other previous DRC comments from the 1st round of Site Plan review for SP-22-0034 must be addressed with the formal resubmittal back to DRC.

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 forthcoming 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.

ITEM 7.H

First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement (110 N. Palm Avenue)

Request

Approve and execute the First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for the property located at 110 N. Palm Avenue.

Explanation

The City of Kissimmee entered into a SHIP Agreement with Habitat for Humanity for Greater Orlando and Osceola County, Inc. to rehabilitate the property located at 110 N. Palm Avenue. The City is providing funding in the amount of \$95,985.60 for necessary and allowable improvements to the property. The project was scheduled to be completed on September 1, 2022. However, due to construction delays and shortages in materials and labor, Habitat was not able to complete the work on time. Hence, the purpose of the attached amendment is to extend the agreement until February 28, 2023.

The construction work has already been completed and the final walk through of the property took place on December 19, 2022. Representatives from the City, Habitat, and the owner were present and approved of the work.

Recommendation

Approve and execute the First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for the property located at 110 N. Palm Avenue.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement (110 N. Palm Avenue)

**FIRST AMENDMENT TO THE STATE HOUSING INITIATIVES PARTNERSHIP
(SHIP) OWNER OCCUPIED REHABILITATION AGREEMENT
(110 N. Palm Avenue)**

This **First Amendment** to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement (hereinafter referred to as the “First Amended Agreement”) entered into on April 5, 2022, by and between **Lucy Rodrigues**, a single person, residing at 110 N. Palm Avenue, Kissimmee, Florida 34741 (the “Owner”) and **Habitat for Humanity of Greater Orlando and Osceola County, Inc.**, a Florida not for profit organization, with a principal address of 4116 Silver Star Road, Orlando, FL 32808, (“Habitat”) and the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (“City”).

WITNESSETH:

WHEREAS, on April 5, 2022, Owner, Habitat and City entered into a SHIP Program Owner Occupied Rehabilitation Agreement to provide financial assistance to the Owner for necessary and allowable improvements to her primary residence located at 110 N. Palm Avenue (the “Original Agreement”); and

WHEREAS, the assistance was in the amount of Ninety Five Thousand Nine Hundred Eighty Five Dollars and 60/100 Cents (\$95,985.60) and the expenditure deadline was September 2, 2022; and

WHEREAS, Habitat, due to material and labor shortages, were unable to complete the improvements on Owner’s property by the expire date; and

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

1. The expenditure deadline of September 2, 2022 encapsulated in the Original Agreement is extended, nunc pro tunc, to February 28, 2023.
2. All other provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF the Parties have executed this First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement, each upon the date set forth next to his/her name.

(Signature Pages to Follow)

CONTRACTOR

**Habitat of Humanity of Greater Orlando
and Osceola County, Inc.,** a Florida not for
profit agency

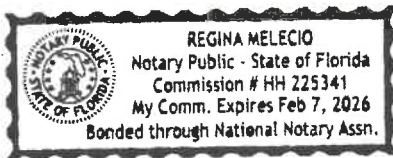
By: *Gregory Allen Anderson*

Name: Gregory Allen - Anderson

Title: Chief mortgage officer.

STATE OF FLORIDA
COUNTY OF OSCEOLA

The forgoing instrument was acknowledged before me this 20 day of Jan, 2023 by
means of (☒) physical presence or (☐) online notarization, by Gregory Allen - Anderson as
Chief mortgage officer for Habitat for Humanity of Greater Orlando and Osceola
County, who is personally known to me or has produced identification.



Regina Melecio

NOTARY PUBLIC

Print Name: Regina Melecio

My Commission Expires: Feb 7, 2026

OWNER

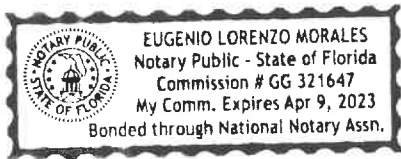
By: *Lucy J. Rodrigues*

Name: Lucy J. Rodrigues

Title: OWNER

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2023 by means of (☒) physical presence or (☐) online notarization, by _____ as _____ for Lucy Rodrigues, who is personally known to me or has produced identification.



Eugenio Lorenzo Morales
NOTARY PUBLIC
Print Name: Eugenio Lorenzo Morales
My Commission Expires: APR 9 2023

ATTEST:

By: _____
Linda Hansell, City Clerk

CITY OF KISSIMMEE, FLORIDA,
a municipal corporation

By: _____
Mayor
Date: _____

ITEM 7.I

Amend Rates & Charges Policy for Kissimmee Gateway Airport

Request

Staff requests Commission approval to amend the Rates & Charges Policy for Kissimmee Gateway Airport (KISM) approved on October 20, 2020.

Explanation

The City of Kissimmee operates KISM as an enterprise fund, meaning revenues produced by the airport are utilized to offset the annual operating and capital expenses. KISM operates self-sufficiently with the goal of requiring no general funds from the public. To ensure this continues, rates and charges are set based on the operating and capital improvement forecast over a five-year projection. Setting rates and charges to meet the forecasted projections utilizes a combination of fair market value appraisals by a third party and surveys of Florida airports of similar size and operations.

Since the policy was approved in 2020, KISM has renewed agreements with the car rental companies requiring a 5% charge of monthly gross revenues, regardless of sublease agreements. In addition, the market value of the property has increased based on appraisals and recent surveys of regional airport rates and charges. It is recommended to increase the aviation land rental charges by \$0.03 per square foot annually for new leases.

1. Aeronautical Land: \$0.30 per square foot annually (1 acre = \$13,068.00 per year)
2. Aircraft Parking Apron: \$0.35 per square foot annually

Recommendation

Staff recommends City Commission approval to amend the Rates & Charges Policy for Kissimmee Gateway Airport (KISM) approved on October 20, 2020.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. CP 1502 - Draft Changes 01.2023



Title: Kissimmee Gateway Airport Rates & Charges

Effective Date: October 20, 2020

Revised Date: **TBD**

Review Authority: Kissimmee Gateway Airport

Policy: To define procedures and policies related to the use of airport property and the establishment of associated lease rates and user fees.

1502.01 Setting Rates and Charges: The City of Kissimmee operates KISM as an enterprise fund, meaning revenues produced by the airport are utilized to offset the annual operating and capital expenses. KISM operates self-sufficiently with the goal of requiring no general funds from the public. To ensure this continues, rates and charges are set based on the operating and capital forecast over a five-year projection. Setting rates and charges to meet the forecasted projections utilize a combination of fair market value appraisals by a third party and surveys of Florida airports of similar size and operations.

The rates and charges shall be reviewed annually and adjusted periodically, each third (3rd) anniversary in accordance with the U.S. Department of Commerce “Consumer Price Index” (CPI) and / or based on a newly updated appraisal every five (5) years.

1502.02 Revenue Sources:

- a. **Ground / Land Leases.** Ground lease rates are airport charges for land on which private or commercial hangars, buildings, or other facilities are constructed. The airport shall charge different rates based on aeronautical land (inside the perimeter fence with direct airfield access to runways/taxiways) and non-aeronautical land (no direct access to the airfield’s runways/taxiways).
 1. Aeronautical Land: \$0.30 per square foot annually (1 acre = \$13,068 per year)
 2. Aircraft Parking Apron: \$0.35 per square foot annually
 3. Non-aeronautical Land: Case-by-case fair market value appraisal.
- b. **Commercial Service Activity Permit.** Any commercial activity that comes on the airport to perform any services not covered by the Minimum Standards or not under an agreement with the City shall be required to apply for a permit.
 1. Greater of \$25.00 per month or 2 ½ percent of gross income limited to transactions associated with airport use. The applicant shall provide the Airport Director company information to include any required licenses, certificates, and insurance to perform the commercial activity.
- c. **Fuel Flowage Fee.** This fee is applied to fuel discharged directly from a fuel supplier delivery vehicle into a customer’s fuel truck or holding tanks on airport property. The fee



is applied regardless if consumed by the customer or, if authorized, sold retail to a third party. Fuel flowage fees are a commonly accepted way to obtain airport revenues without placing the entire burden on local airport tenants since these fees are also paid by transient aircraft owners using the airport facilities.

1. Fuel Flowage Fee Jet A: \$0.10 per gallon
 2. Fuel Flowage Fee 100LL: \$0.06 per gallon
 3. Self-fueling with Automobile Gasoline (MOGAS):
 - a. Annual permit - \$75 per year commercial use
 - b. Annual permit - \$20 per year noncommercial use
- d. **Car Rental Fees.** The City shall receive monthly, 5% of all gross revenues derived by any person or entity for the renting or leasing of automobiles or other ground transportation vehicles.
- e. **Sublease Fees.** Tenants may enter into a sublease agreement only when approved and authorized by the City Commission. Procedures in KISM's minimum standard's policy and the City's Lease / Sub-Lease Requirements must be adhered to prior to authorization.
1. Sublease Fee: \$0.10 per square foot in addition to base rent rate (square foot shall be calculated on actual subtenant footprint).
- f. **Security Access Fees.** KISM has installed a security control access system for ingress/egress for authorized airport tenants. The fee shall cover the initial and replacement costs of the access control cards.
1. Initial Card: \$10.00
 2. Replacement / worn: \$25.00
 3. Lost / Replacement: \$50.00 (\$25 refund if found and returned within 7 calendar days)
 4. Unreturned: \$100.00 (individual or employer)

[SIGNATURE BLOCKS]

Administrative Note: This policy was approved by the City Commission on TBD.



Executive Summary of Revision:

Updated language to clarify the City shall receive 5% of all gross revenues for automobile leasing and other ground transportation on Airport property.

Updated square foot rates for aeronautical land and aircraft parking aprons.

ITEM 7.J

2023 EMS Awards Grant

Request

Approval for the acceptance of the 2023 EMS Awards Grant, the utilization of the funds as outlined below, and the establishment of grant accounts for these purchases..

Explanation

The Fire Department was awarded \$10,929 as part of the Department of Health, EMS County Awards Grant Program. The grant funds are to be utilized to enhance Emergency Medical Services within the City of Kissimmee.

This year the Fire Department would like to use the grant funds to purchase the following items:

- One (1) Automatic Electronic Defibrillator (AED) for our Brush Truck, as it is staffed during times of need.
- 15 portable carbon monoxide detectors for all frontline apparatus. We have seen an increase in carbon monoxide calls for assistance. These detectors stay on all the time and could be lifesaving, not only for the crews, but also for the citizens they are helping.
- A new rugged manikin for the crews to use for extrication and confined space training areas.
- Advanced trauma module set, interchanges with blank modules on adult extrication manikins. Interchangeable modules include contusions, lacerations, fractures, burns, entry/exit wounds, head trauma, impaled objects, and exposed viscera.
- Humerus IO training arm for interosseous (IO) needle insertion training.
- Advanced Venipuncture and Injection Arm for practice starting IVs.

The grant funds, along with other monies currently budgeted, would be utilized as follows:

AED - Cardiac Science Auto G5 CPR Feedback, with case, ready pack, pads x 2	\$ 1,680.00
Carbon Monoxide Detectors (15)	\$ 3,750.00
Crash Kelly Manikin	\$ 2,400.96
Laerdal Trauma Module Kit	\$ 1,557.00
Life/Form Skin Advanced Venipuncture and Injection Arm	\$ 939.75
Life/Form Skin and Vein Replacement Kit	\$ 176.97
Humerus Intraosseous Trainer Arm	\$ 324.63
Humerus Replacement Bones	\$ 104.69
TOTAL:	\$10,934.00
Less overage to be paid by City of Kissimmee	\$ -5.00
Grant Total	\$10,929.00

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
-----------	-----------	---------------------	--------	--------

City of Kissimmee

15235203 505255		Increase	\$10,929.00	
15200337 337103		Increase	\$10,929.00	

Financial Summary:

The balance of monies needed for these acquisitions will be funded from monies already included in the Fire Department's budget.

Recommendation

Staff recommends approval for the acceptance of these funds, the utilization of funds for the purchase of the above referenced equipment, establishment of grant accounts for these purchases and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. 2023 EMS Awards Grant - Informational Letter
2. 2023 EMS Awards Grant - Award Letter
3. 2023 EMS Awards Grant - Budget



Osceola County Fire Rescue & EMS
2586 Partin Settlement Road
Kissimmee, FL 34744
P- 407-742-7000 F- 407 742-6868

January 20, 2023

Eric Gentry, Chief of Health & Safety
Kissimmee Fire Department
101 N. Church Street
Kissimmee, FL 34741

Chief Gentry:

The Department of Health Bureau of Emergency Medical Services (DOH) has awarded Osceola County the Emergency Medical Services (EMS) County Grant. The award for the City of Kissimmee is \$10,929.00. The EMS Grant period is from December 19, 2022 through December 22, 2023. In order to account for this grant in one fiscal year, all purchases must be made, and goods or services received, prior to September 30, 2023. Any grant funds remaining at the end of the grant period will be forfeited.

Attached for your records is a copy of the DOH EMS County Grant Award Letter, your specific budget page, as well as other documentation necessary for grant program reporting and administration.

Please remember requests for reimbursement can be made throughout the grant period. All requests for reimbursement should be submitted to our office utilizing the Municipality Reimbursement Request form including all required expenditure documentation. Documentation should include copies of quotes, purchase orders, invoices and the copy of the check or credit card payment. All P-Card purchases must have a check copy as backup documenting the payment of the P-Card statement. If funds are used for training purposes additional documentation is required to include a copy of the class roster and sign-in sheet noting the class given, date and location. Additionally, remember to obtain quotes or make purchases in accordance with your procurement guidelines.

The State requires periodic reports for the EMS Grant. Please submit your EMS Grant Program Expenditure Report and EMS County Grant Program Activity Report to our office as follows:

Reporting Due Dates

Report #1	March 21, 2023
Report #2	July 8, 2023
Final Report	October 13, 2023

We look forward to working with you on this year's grant and expanding the County's pre-hospital EMS system. If you have any questions, please feel free to contact me at 407-742-6843.

Sincerely,

Belinda Ortiz
Financial Services Coordinatorr

Attachments

c: Kevin Kennett, Division Chief
Yralee Mendez, Finance Supervisor

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

December 19, 2022

Osceola County Board of County Commissioners
Attention: Donald Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Dear Mr. Fisher:

I am pleased to award the Emergency Medical Services (EMS) County Grant ID Code C1049 in the amount of \$55,923.00 to Osceola County Administration. The purpose of this grant is to improve and expand pre-hospital EMS. Section 401.113 (2)(a), Florida Statutes, authorizes and requires this grant program, which is Number 64.005 in the Florida Catalog of State Financial Assistance. The money is state funds from the Department of Health's EMS Trust Fund, and there are no federal funds involved.

Your funds for the stated amount will be sent in full, in advance, within approximately 30 days. The grant begins the date of this letter and ends on December 22, 2023. Please note that the county must report to the state its grant activities and purchases by the following dates: April 21, 2023, August 8, 2023, and December 29, 2023, which is the final report. Your signed grant application affirms you have read, understand, and will comply with the conditions and requirements in the *Florida EMS County Grant Program Application Packet, December 2008*.

Thank you for your participation in the state EMS grant program. If you need assistance, please contact Ms. Lorrianna Jean-Jacques, Grant Program Manager, Bureau of Emergency Medical Oversight, EMS Section at (850) 558-9500 or Lorrianna.JeanJacques@FLHealth.gov.

Sincerely,

A handwritten signature in black ink that reads "Douglas H. Woodlief".

Douglas H. Woodlief
Division Director
Emergency Preparedness and Community
Support

DHW/ljj

cc: Christie Dryer Kilcoyne

Florida Department of Health
Division of Emergency Preparedness and Community Support
Bureau of Emergency Medical Oversight
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722
PHONE: 850/245-4440 • FAX: 850/488-9408
FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

ITEM 7.K

Approval of a Permanent Right-of-Way Easement between the Mexican Market & Restaurant, Inc. and the City of Kissimmee

Request

Approval of a Permanent Right-of-Way Easement between the Mexican Market & Restaurant, Inc. and the City of Kissimmee to accommodate streetscape zone requirements at 2160 and 2170 W. Columbia Avenue.

Explanation

Due to the lack of right-of-way to accommodate adequate streetscape zone requirements along streets within the Form Based Code (FBC) area of the City, some projects are required to dedicate an easement on private property to the City to accommodate improvements within these zones. Streetscape zones include a sidewalk and a furnishing zone that can consist of either landscaping or on-street parking. This right-of-way easement includes 10 feet on W. Columbia Avenue along the property frontage located at 2160 and 2170 W. Columbia Avenue.

FINDINGS AND REASONS:

1. Compliance with Land Development Code Section 14-5-5(E), Streetscape Zone, which requires an easement dedication if there is not sufficient space in the existing right-of-way to accommodate streetscape zone improvements.

Recommendation

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Permanent Right of Way Easement - The Mexican Market & Restaurant Inc. & the City of Kissimmee

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number:

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 26th day of January 2023 by and between Mexican Market + Restaurant, Inc. whose address is 2140 W. Columbia Ave, Kissimmee, FL (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a permanent right of way easement in connection with the Grantee's redevelopment of the Vine Street Corridor within the Vine Street CRA overlay District over a portion of the Property more particularly shown and described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant this Permanent Right of Way Easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITATIONS. The above recitations are true and correct.
2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (its successors and assigns) a permanent right of way easement in perpetuity. This easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property. The easement shall be used by the Grantee (and its successors, assigns, licensees or

designees) for the construction, maintenance and repair, landscaping, surface water drainage, current utilities, ingress and egress and all other uses traditionally associated with public road rights of way, including for the use of the traveling public across the Easement Area, at the Grantee's sole discretion.

3. **CONDITION OF EASEMENT AREA.** Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitation applicable thereto.

4. **INDEMNIFICATION.** In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of the Easement Area by Grantee or arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

- a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:
 - (i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;
 - (ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors;
 - (iii) Grantee's failure to perform any obligations imposed hereunder;
 - (iv) Grantee's use, maintenance, or repair of the Easement Area; or
 - (vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area
- b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

6. **BINDING OBLIGATIONS.** Grantee and Grantor covenant and agree that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

7. **CONSTRUCTION OF AGREEMENT.** This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **NOTICES.** All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: Mexican Market & Restaurant, Inc.
2160 W. Columbia Avenue
Kissimmee, FL 34741

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL
34747

Or to such other address or to the attention of such other person as hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

10. **NO IMPLIED WAIVER.** The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law,

in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

12. **AMENDMENTS.** This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

13. **GOVERNING LAW.** This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

14. **ATTORNEY'S FEES AND WAIVER OF JURY TRIAL.** The parties hereto agree to waive trial by jury in any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement. Each party further agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

15. **COUNTERPARTS.** This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:

By: [Signature]

By:

By:

Title: owner

COUNTY OF Osceola

STATE OF Florida

BE IT REMEMBERED that on this 20th day of January, 2023, before me, a Notary Public in and for the said county and state, personally appeared Odilia Alvarado the owner of Mexican Market the _____ of _____, the member of _____, who is personally known to me and who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.



KIMBERLE COVER
Commission # HH 299175
Expires September 26, 2026

Kimberle Cover
Notary Public

GRANTEE:

By: _____

Mayor/Commissioner

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT "A" Legal Description of Easement

Parcel ID# 17-25-29-00U0-0022-0000

2160 W. COLUMBIA AVENUE, KISSIMMEE FL. 34741

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 S, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°14'47" WEST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1070.00 FEET; THENCE RUN SOUTH 89°39'13" WEST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 530, A DISTANCE OF 680.00 FEET; THENCE RUN NORTH 00°14'47" WEST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'47" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE; THENCE RUN NORTH 89°39'13" EAST, ALONG SAID RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, A DISTANCE OF 436.80 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, RUN SOUTH 00°14'47" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 89°39'13" WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, A DISTANCE OF 436.80 TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°14'47" WEST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1070.00 FEET; THENCE RUN SOUTH 89°39'13" WEST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 530, A DISTANCE OF 860.00 FEET; THENCE RUN NORTH 00°14'47" WEST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'47" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE; THENCE RUN NORTH 89°39'13" EAST, ALONG SAID RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, A DISTANCE OF 436.80 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, RUN SOUTH 00°01'38" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 89°39'13" WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE, A DISTANCE OF 436.80 TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

John M. Hughes, PSM #6367 Date Signed

[illegible]

DESIGN	FIG	SEC		
DRAWN BY	PAGE			
CHECKED BY	SCALE 1" = 60'	TWP		
CADD SIZE STAMP	DATE 08-29-92	RCE		
			DATE	BY
				REVISIONS



8 BROADWAY, SUITE 104, KISSIMEE, FL 34741-5708
PHONE (407) 847-8433 FAX (407) 847-2488
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates



COLUMBIA AVENUE MEXICAN RESTAURANT
ODILIA ALVARADO

SKETCH OF LEGAL DESCRIPTION

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RAISED
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

SHEET NO.
1 of 1
JOB# 5249-01

ITEM 7.L

Additional State Housing Initiatives Partnership (SHIP) Funding for the Fiscal Year 2022-2023

Request

Acceptance of additional SHIP funding for the Fiscal Year 2022-2023 grant allocation in the amount of \$79,230 and approval to amend the budget for the proposed use of the funds.

Explanation

In the special legislative session held in December 2022, the Florida Housing Finance Corporation was appropriated \$60 million in funding for the Hurricane Housing Recovery Program (HHRP) that will run through the State Housing Initiatives Partnership (SHIP) Program. Of those funds, the City of Kissimmee was allocated \$79,230. The funds have already been disbursed by the Corporation and deposited in the City's SHIP revenue account. It is required that the funds are spent on strategies included in the City's Local Housing Assistance Plan which covers fiscal year 2022-2023. All income and other set-asides in the SHIP statutes and rules apply. The funds will be transferred to the Other Contractual Services account to pay for SHIP eligible strategies as required. The expenditure deadline for these funds is June 30, 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11200335 335500	11221	Increase	\$79,230	
11225103 503434		Increase	\$79,230	

Financial Summary:

There is no financial impact on the General Fund since this is a grant-funded project.

Recommendation

Acceptance of additional SHIP funding for the Fiscal Year 2022-2023 grant allocation in the amount of \$79,230 and approval to amend the budget for the proposed use of the funds.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. FY2022-2023Allocation1-Distribution Amount Table

City of Kissimmee

Hurricane Housing Recovery Program FY
2022-2023 Allocation 1

State Total	\$20,000,000
Lee	\$5,403,406
Cape Coral	\$2,225,643
Fort Myers	\$1,010,871
Charlotte	\$2,039,114
Punta Gorda	\$234,146
Sarasota	\$1,355,123
Sarasota	\$194,297
Volusia	\$1,073,478
Daytona Beach	\$201,843
Deltona	\$258,439
Collier	\$909,833
Naples	\$47,987
Orange	\$673,431
Orlando	\$185,209
DeSoto	\$677,680
Polk	\$411,162
Lakeland	\$82,434
Winter Haven	\$36,184
Osceola	\$258,599
Kissimmee	\$79,230
St. Cloud	\$59,711
Hardee	\$381,880
Seminole	\$315,760
Hillsborough	\$208,378
Tampa	\$74,322
Manatee	\$186,844
Bradenton	\$29,736
Highlands	\$167,860
Brevard	\$64,606
Cocoa	\$3,745
Melbourne	\$16,330
Palm Bay	\$23,374
Titusville	\$9,345
Monroe	\$100,000
Flagler	\$22,390
Palm Coast	\$77,610
Lake	\$100,000
Okeechobee	\$100,000
Pinellas	\$52,140
Clearwater	\$12,210
Largo	\$8,610
St. Petersburg	\$27,040
Putnam	\$100,000
Glades	\$100,000
Hendry	\$100,000
St. Johns	\$100,000
Palm Beach	\$71,570
Boca Raton	\$6,530
Boynton Beach	\$5,390
Delray Beach	\$4,460
Wellington	\$4,110
West Palm Beach	\$7,940
Pasco	\$100,000

ITEM 7.M

Federally Funded Public Assistance State Agreement – Hurricane Ian

Request

Commission approval of the Federally Funded Public Assistance State Agreement between the State of Florida, Division of Emergency Management and the City of Kissimmee for Hurricane Ian.

Explanation

The State of Florida, Division of Emergency Management (DEM) serves as the Grantee for the funds to be received from both the Federal Emergency Management Agency (FEMA) and the State Division of Emergency Management. In order to begin receiving reimbursements from both governmental agencies, the FEMA-State agreement must be approved by the City Commission. The attached agreement outlines the documentation required, the process for payment of claims, audit requirements, etc. This is a standard agreement that all governmental entities are required to sign in order to receive federally funded public assistance.

As projects are reviewed and processed by both entities, amendments to this agreement will be provided to the City to include the reimbursement amounts associated with each project. Each of these amendments must be executed by the City. Since there is a large number of outstanding projects, staff is requesting the Commission delegate the authority to sign these amendments to the City's Finance Director.

Recommendation

Staff recommends approval of this agreement for Hurricane Irma and the associated delegation of authority to the City's Finance Director.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. (S) - DR4673-Z2990-Kissimmee, City of-Subgrant Agreement Template

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Kissimmee, City of

Subrecipient's unique entity identifier: DPHBBJP7RHY3

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity: _____

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
--	---

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Kissimmee, City of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Kissimmee, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Kissimmee, City of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

101 North Church Street

Street Address

Kissimmee, FL, 34741

City, State, Zip

Date

Kissimmee, City of

Subrecipient's Name

Z2990

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Kissimmee, City of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Kissimmee, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000348

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 097-36950-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this 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.

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.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

ITEM 7.N

Continuing Consultant Agreements for Airport Engineering and Planning

Request

Request Commission approval of Selection of Continuing Consultants for Airport Engineering and Planning

Explanation

Every five years, the Federal Aviation Administration requires the Airport to perform a mandatory selection process for consultants to provide continuing engineering and planning services for the Airport. Since the last selection process was completed in 2017, a Request for Qualification (RFQ 2023-001) was issued in November 2022, with responses to be received no later than December 14, 2022. Responses were received from the following nine firms, in alphabetical order:

AVCON, Inc.
Crawford, Murphy & Tilly
C & S Companies
Hanson Professional Services
Hoyle, Tanner & Associates
Infrastructure Consulting & Engineering
Mead & Hunt
RS&H, Inc.
ZHA, Inc.

A proposal review committee, comprised of staff from the Airport, Public Works & Engineering and Development Services Departments met on January 24, 2023, to evaluate the firms' response to the RFQ, qualifications and experience based on the projected five-year Airport work plan. The firms chosen, again in alphabetical order were:

AVCON, Inc.
C & S Companies
Mead & Hunt
RS&H, Inc.

The proposal review committee recognized the chosen companies to be very qualified and experienced to perform the requested continuing engineering and planning services. Therefore, the committee elected not to interview and feel confident the four companies will be able to provide the on-call services and enable the Airport to efficiently meet its requirements and future development demands.

Recommendation

Staff recommends the Commission approve the selection of the recommended consulting firms.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

City of Kissimmee

Attachment(s):

1. (S) -AVCON Airport Consulting Agreement Rev-10-24-2022-Executed
2. (S) -RS&H Airport Consulting Agreement Rev-10-24-2022-Executed
3. (S) -Mead & Hunt-Airport Consulting Agreement Rev-10-24-2022-Executed
4. (S) -C&S Engineers-Airport Consulting Agreement Rev-10-24-2022-Executed

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
AVCON, INC.**

This AGREEMENT is made and entered into this 7th day of February, 2023 by and between the **CITY OF KISSIMMEE**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and **AVCON, Inc.**, a Florida Corporation, authorized to do business in the State of Florida, with offices located in Orlando, Florida, (hereinafter called the **CONSULTANT**) and each represents as follows:

WHEREAS, the CITY advertised RFQ 2023-001, titled "Airport General Consultant of Record Services" where firms submitted statement of qualifications to provide services to include, but not limited to the planning, engineering, design, permitting, and construction management services for the Kissimmee Gateway Airport; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process the CITY determined AVCON, Inc. is qualified to provide the services and desires to award the Consulting services contract to CONSULTANT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - GENERAL

1.1 TERM. The CITY hereby retains the CONSULTANT for a duration of five (5) years for project services as the City may require from time to time, in connection with the engineering, planning and development of the KISSIMMEE GATEWAY AIRPORT. The term of this Agreement may be extended by mutual written Agreement for the duration of projects in progress at the end of the five (5) year period.

1.2 The Consultant acknowledges that the CITY may retain other consultants, contractors, engineering firms, or the like that may be required for a particular project, and that coordination between said contractors and the Consultant may be necessary for the successful completion of

the Project. The Consultant agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.3 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.

1.4 The CITY and Consultant mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Project(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the Consultant during this Agreement.

ARTICLE II - SERVICES BY CONSULTANT

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Agreement consistent with the care and diligence employed by members of the same profession currently performing similar work under similar circumstances in the same locality. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

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

2.2 SPECIAL SERVICES

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

2.3 TASK ORDERS.

The specific Scope of Services for each individual assignment or Project shall be defined and implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER _____**," the "number" being in accordance with the sequences in which the **TASK ORDER(S)** are made.

Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each **TASK ORDER** shall define whether the compensation is to be Lump Sum, Maximum Amount Not to Exceed or any combination thereof and the time for completion of the project.

ARTICLE III - PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent **TASK ORDER(S)** in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV - JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V - SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI - OWNERSHIP AND REUSE OF DOCUMENTS

It is understood and agreed that all documents, including all tracings, plans, specifications, maps, computer programs and data prepared or obtained in connections with services provided under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 (or latest version approved by City) for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole **risk** and without financial liability or legal exposure to the **CONSULTANT**, including use

or re-use by third parties. The Consultant shall not publish any information concerning City projects without the written consent of the CITY.

Article VII - ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII - PUBLIC RECORD LAWS

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

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

1. If the City's Custodian of Records requests records from the Consultant, the Consultant shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Consultant shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

3. Upon completion of the contract, the Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
4. Upon notice to the Consultant of a request to inspect or copy public records relating to a City's contract for services, the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Consultant does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

Article IX - SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X - TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within forty-five (45) days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI - REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- C. Fees and other charges as specified in the Task Order will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within forty-five (45) days, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Consultant(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX - APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective, then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI - DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII- INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. and Employers' Liability insurance with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Consultants / Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the **CONSULTANT** or by anyone directly or indirectly employed by the **CONSULTANT**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY's** designated representative identified herein, and the City's Purchasing Department before any work is begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII - INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subconsultants in connection with the **AGREEMENT**.

ARTICLE XXIV - HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination.

ARTICLE XXV - CONFLICT OF INTEREST

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the

CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVI - NOTICE

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the CITY:

Shaun J. Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, Florida 34741

As to the CONSULTANT:

Name & Title: Sandeep Singh, President
Firm Name: AVCON, Inc.
Firm Address: 5555 E. Michigan St. Suite 200
Orlando, FL 32822

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVII - INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXVIII - ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

ARTICLE XXIX- TITLE VI ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. **Compliance with Regulations.** The Consultant shall comply with regulations relative to nondiscrimination in Federally assisted programs of the Department of transportation (Hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as “Regulations”), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Consultant, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Consultant’s non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the **AGREEMENT** until the Consultant complies, and/or

b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.

6. **Incorporation of Provisions.** The Consultant shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the sponsor of the FAA may direct as a mean of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect interest of the United States.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year caused these presents to be executed, the day and year first above written.

By: Sandeep Singh

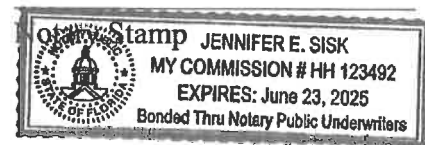
Title: President

Date: 1/26/2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 23, by (name of person) as type of authority, e.g. officer, trustee, attorney for corporation, LLC, etc. SANDEEP SINGH, who is personally known or produced _____ as identification.

Jennifer E. Sisk
Notary Signature



ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY.

City Attorney

EXHIBIT A- SCOPE OF SERVICES

Planning type services including airport system, master planning, and environmental inter-related studies.

Engineering type services include architectural, civil, geotechnical, structural, mechanical, and electrical engineering.

The basic services that will be required include but are not limited to the following:

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
 - a. Conferring with the Airport on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications
3. Construction Phase: This phase includes all activities to construct the project. Examples include:
 - a. Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
 - b. Onsite construction inspection and or management involving the services of a part time or full-time resident engineer(s), inspector(s) during the construction or installation phase of a project.
 - c. Providing consultation and advice to the Airport during all phases of construction.
 - d. Representing the Airport at preconstruction conferences.
 - e. Inspecting work in progress periodically and providing appropriate reports to the Airport.

- f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiating change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of record drawings.
 - k. Determining amounts owed to contractors and assisting the Airport in the preparation of payment requests for amounts reimbursable from grant projects.
 - l. Making final inspection and submitting reports of the completed project to the Airport, FAA, FDOT, SFWMD, Etc.
4. Special Services: The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a. Soil investigations, including core sampling, laboratory tests, related analyses and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Environmental studies and analyses.
 - g. Airport planning (Master Planning, Sustainability Planning, Feasibility Studies, etc.).
 - h. Expert witness testimony in litigation involving specific projects.
 - i. Public information and community involvement surveys, studies and activities.
 - j. Assisting the Airport in the preparation of necessary applications for local, State and Federal grants.
 - k. Preparation of DBE Plan/Goals.
 - l. Preparation of or updating the airport layout plan.
 - m. Preparation of property maps.
 - n. Preparation of quality control plans.
 - o. Preparation of rate, fees, and charges comparison reports.
 - p. Preparation of Pavement Preservation and Maintenance Plan.
 - q. Reviewing and responding to tenant requests.

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
RS & H, Inc.**

This **AGREEMENT** is made and entered into this 7th day of February, 2023 by and between the **CITY OF KISSIMMEE**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and RS & H, Inc. _____, a Florida Corporation _____ authorized to do business in the State of Florida, with offices located in Jacksonville, Florida, (hereinafter called the **CONSULTANT**) and each represents as follows:

WHEREAS, the CITY advertised RFQ 2023-001, titled "Airport General Consultant of Record Services" where firms submitted statement of qualifications to provide services to include, but not limited to the planning, engineering, design, permitting, and construction management services for the Kissimmee Gateway Airport; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process the CITY determined RS & H, Inc. _____ is qualified to provide the services and desires to award the Consulting services contract to CONSULTANT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - GENERAL

1.1 TERM. The **CITY** hereby retains the **CONSULTANT** for a duration of five (5) years for project services as the City may require from time to time, in connection with the engineering, planning and development of the KISSIMMEE GATEWAY AIRPORT. The term of this Agreement may be extended by mutual written Agreement for the duration of projects in progress at the end of the five (5) year period.

1.2 The Consultant acknowledges that the CITY may retain other consultants, contractors, engineering firms, or the like that may be required for a particular project, and that coordination between said contractors and the Consultant may be necessary for the successful completion of

the Project. The Consultant agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.3 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.

1.4 The CITY and Consultant mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Project(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the Consultant during this Agreement.

ARTICLE II - SERVICES BY CONSULTANT

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Agreement consistent with the care and diligence employed by members of the same profession currently performing similar work under similar circumstances in the same locality. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

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

2.2 SPECIAL SERVICES

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

2.3 TASK ORDERS.

The specific Scope of Services for each individual assignment or Project shall be defined and implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER _____**," the "number" being in accordance with the sequences in which the **TASK ORDER(S)** are made.

Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each **TASK ORDER** shall define whether the compensation is to be Lump Sum, Maximum Amount Not to Exceed or any combination thereof and the time for completion of the project.

ARTICLE III - PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent **TASK ORDER(S)** in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV - JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V - SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI - OWNERSHIP AND REUSE OF DOCUMENTS

It is understood and agreed that all documents, including all tracings, plans, specifications, maps, computer programs and data prepared or obtained in connections with services provided under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 (or latest version approved by City) for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole **risk** and without financial liability or legal exposure to the **CONSULTANT**, including use

or re-use by third parties. The Consultant shall not publish any information concerning City projects without the written consent of the CITY.

Article VII - ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII - PUBLIC RECORD LAWS

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

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

1. If the City's Custodian of Records requests records from the Consultant, the Consultant shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Consultant shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

3. Upon completion of the contract, the Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
4. Upon notice to the Consultant of a request to inspect or copy public records relating to a City's contract for services, the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Consultant does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

Article IX - SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X - TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within forty-five (45) days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI - REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- C. Fees and other charges as specified in the Task Order will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within forty-five (45) days, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Consultant(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX - APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective, then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI - DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII- INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. and Employers' Liability insurance with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Consultants / Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the **CONSULTANT** or by anyone directly or indirectly employed by the **CONSULTANT**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY's** designated representative identified herein, and the City's Purchasing Department before any work is begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII - INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subconsultants in connection with the **AGREEMENT**.

ARTICLE XXIV - HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination.

ARTICLE XXV - CONFLICT OF INTEREST

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the

CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVI - NOTICE

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the CITY:

Shaun J. Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, Florida 34741

As to the CONSULTANT:

DocuSigned by:
Rodney Bishop
Name & Title: Executive Vice President
Firm Name: RS&H, Inc.
Firm Address: 10748 Deerwood Park Boulevard South, Jacksonville, FL 32256

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVII - INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXVIII - ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

ARTICLE XXIX- TITLE VI ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. **Compliance with Regulations.** The Consultant shall comply with regulations relative to nondiscrimination in Federally assisted programs of the Department of transportation (Hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as “Regulations”), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Consultant, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Consultant’s non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the **AGREEMENT** until the Consultant complies, and/or

- b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
6. **Incorporation of Provisions.** The Consultant shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the sponsor of the FAA may direct as a mean of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect interest of the United States.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year caused these presents to be executed, the day and year first above written.

By: DocuSigned by:
Rodney Bishop
1402FF8199E0486
Rodney Bishop

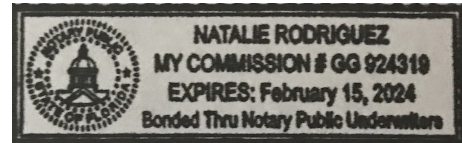
Title: Executive Vice President

Date: 1/30/2023

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 30th day of January, 23, by Rodney Bishop as Vice President for RS&H, Inc., who is personally known or produced _____ as identification.

Natalie Rodriguez Natalie Rodriguez
Notary Signature



ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY.

City Attorney

EXHIBIT A- SCOPE OF SERVICES

Planning type services including airport system, master planning, and environmental inter-related studies.

Engineering type services include architectural, civil, geotechnical, structural, mechanical, and electrical engineering.

The basic services that will be required include but are not limited to the following:

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
 - a. Conferring with the Airport on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications

3. Construction Phase: This phase includes all activities to construct the project. Examples include:
 - a. Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
 - b. Onsite construction inspection and or management involving the services of a part time or full-time resident engineer(s), inspector(s) during the construction or installation phase of a project.
 - c. Providing consultation and advice to the Airport during all phases of construction.
 - d. Representing the Airport at preconstruction conferences.
 - e. Inspecting work in progress periodically and providing appropriate reports to the Airport.

- f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiating change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of record drawings.
 - k. Determining amounts owed to contractors and assisting the Airport in the preparation of payment requests for amounts reimbursable from grant projects.
 - l. Making final inspection and submitting reports of the completed project to the Airport, FAA, FDOT, SFWMD, Etc.
4. Special Services: The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a. Soil investigations, including core sampling, laboratory tests, related analyses and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Environmental studies and analyses.
 - g. Airport planning (Master Planning, Sustainability Planning, Feasibility Studies, etc.).
 - h. Expert witness testimony in litigation involving specific projects.
 - i. Public information and community involvement surveys, studies and activities.
 - j. Assisting the Airport in the preparation of necessary applications for local, State and Federal grants.
 - k. Preparation of DBE Plan/Goals.
 - l. Preparation of or updating the airport layout plan.
 - m. Preparation of property maps.
 - n. Preparation of quality control plans.
 - o. Preparation of rate, fees, and charges comparison reports.
 - p. Preparation of Pavement Preservation and Maintenance Plan.
 - q. Reviewing and responding to tenant requests.

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
Mead & Hunt, Inc.**

This **AGREEMENT** is made and entered into this 7th day of February, 2023 by and between the **CITY OF KISSIMMEE**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and Mead & Hunt, Inc., a Wisconsin Corporation authorized to do business in the State of Florida, with offices located in Tampa, Florida, (hereinafter called the **CONSULTANT**) and each represents as follows:

WHEREAS, the CITY advertised RFQ 2023-001, titled “Airport General Consultant of Record Services” where firms submitted statement of qualifications to provide services to include, but not limited to the planning, engineering, design, permitting, and construction management services for the Kissimmee Gateway Airport; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process the CITY determined Mead & Hunt, Inc. is qualified to provide the services and desires to award the Consulting services contract to CONSULTANT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - GENERAL

1.1 TERM. The **CITY** hereby retains the CONSULTANT for a duration of five (5) years for project services as the City may require from time to time, in connection with the engineering, planning and development of the KISSIMMEE GATEWAY AIRPORT. The term of this Agreement may be extended by mutual written Agreement for the duration of projects in progress at the end of the five (5) year period.

1.2 The Consultant acknowledges that the CITY may retain other consultants, contractors, engineering firms, or the like that may be required for a particular project, and that coordination between said contractors and the Consultant may be necessary for the successful completion of

the Project. The Consultant agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.3 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.

1.4 The CITY and Consultant mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Project(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the Consultant during this Agreement.

ARTICLE II - SERVICES BY CONSULTANT

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Agreement consistent with the care and diligence employed by members of the same profession currently performing similar work under similar circumstances in the same locality. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

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

2.2 SPECIAL SERVICES

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

2.3 TASK ORDERS.

The specific Scope of Services for each individual assignment or Project shall be defined and implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER _____**," the "number" being in accordance with the sequences in which the **TASK ORDER(S)** are made.

Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each **TASK ORDER** shall define whether the compensation is to be Lump Sum, Maximum Amount Not to Exceed or any combination thereof and the time for completion of the project.

ARTICLE III - PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent **TASK ORDER(S)** in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV - JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V - SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI - OWNERSHIP AND REUSE OF DOCUMENTS

It is understood and agreed that all documents, including all tracings, plans, specifications, maps, computer programs and data prepared or obtained in connections with services provided under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 (or latest version approved by City) for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole **risk** and without financial liability or legal exposure to the **CONSULTANT**, including use

or re-use by third parties. The Consultant shall not publish any information concerning City projects without the written consent of the CITY.

Article VII - ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII - PUBLIC RECORD LAWS

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

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

1. If the City's Custodian of Records requests records from the Consultant, the Consultant shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Consultant shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

3. Upon completion of the contract, the Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
4. Upon notice to the Consultant of a request to inspect or copy public records relating to a City's contract for services, the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Consultant does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

Article IX - SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X - TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within forty-five (45) days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI - REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- C. Fees and other charges as specified in the Task Order will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within forty-five (45) days, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Consultant(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX - APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective, then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI - DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII- INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. and Employers' Liability insurance with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Consultants / Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the **CONSULTANT** or by anyone directly or indirectly employed by the **CONSULTANT**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY's** designated representative identified herein, and the City's Purchasing Department before any work is begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII - INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subconsultants in connection with the **AGREEMENT**.

ARTICLE XXIV - HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination.

ARTICLE XXV - CONFLICT OF INTEREST

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the

CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVI - NOTICE

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the CITY:

Shaun J. Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, Florida 34741

As to the CONSULTANT:

Name & Title: Paul Strege, Vice President
Firm Name: Mead & Hunt, Inc.
Firm Address: 2203 N. Lois Ave.
Suite 225 Tampa, FL 33607

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVII - INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXVIII - ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

ARTICLE XXIX- TITLE VI ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

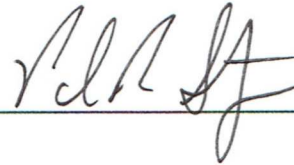
1. **Compliance with Regulations.** The Consultant shall comply with regulations relative to nondiscrimination in Federally assisted programs of the Department of transportation (Hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as “Regulations”), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Consultant, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Consultant’s non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the **AGREEMENT** until the Consultant complies, and/or

- b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
6. **Incorporation of Provisions.** The Consultant shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the sponsor of the FAA may direct as a mean of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect interest of the United States.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year caused these presents to be executed, the day and year first above written.

By: Paul R Strege



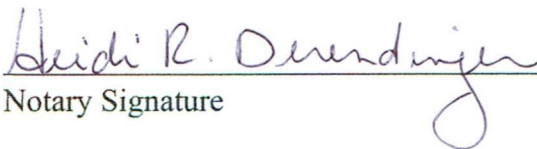
Title: Vice President

Date: January 23, 2023

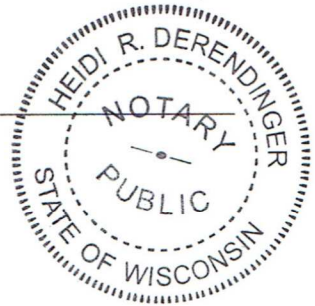
STATE OF Wisconsin

COUNTY OF Dane

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 23, by Heidi Derendinger as official representative for Mead & Hunt, Inc., who is personally known or produced (personally known) as identification.


Notary Signature

Notary Stamp



ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY.

City Attorney

EXHIBIT A- SCOPE OF SERVICES

Planning type services including airport system, master planning, and environmental inter-related studies.

Engineering type services include architectural, civil, geotechnical, structural, mechanical, and electrical engineering.

The basic services that will be required include but are not limited to the following:

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
 - a. Conferring with the Airport on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications
3. Construction Phase: This phase includes all activities to construct the project. Examples include:
 - a. Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
 - b. Onsite construction inspection and or management involving the services of a part time or full-time resident engineer(s), inspector(s) during the construction or installation phase of a project.
 - c. Providing consultation and advice to the Airport during all phases of construction.
 - d. Representing the Airport at preconstruction conferences.
 - e. Inspecting work in progress periodically and providing appropriate reports to the Airport.

- f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiating change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of record drawings.
 - k. Determining amounts owed to contractors and assisting the Airport in the preparation of payment requests for amounts reimbursable from grant projects.
 - l. Making final inspection and submitting reports of the completed project to the Airport, FAA, FDOT, SFWMD, Etc.
4. Special Services: The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a. Soil investigations, including core sampling, laboratory tests, related analyses and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Environmental studies and analyses.
 - g. Airport planning (Master Planning, Sustainability Planning, Feasibility Studies, etc.).
 - h. Expert witness testimony in litigation involving specific projects.
 - i. Public information and community involvement surveys, studies and activities.
 - j. Assisting the Airport in the preparation of necessary applications for local, State and Federal grants.
 - k. Preparation of DBE Plan/Goals.
 - l. Preparation of or updating the airport layout plan.
 - m. Preparation of property maps.
 - n. Preparation of quality control plans.
 - o. Preparation of rate, fees, and charges comparison reports.
 - p. Preparation of Pavement Preservation and Maintenance Plan.
 - q. Reviewing and responding to tenant requests.

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
C&S Engineers, Inc.**

This **AGREEMENT** is made and entered into this 7th day of February, 2023 by and between the **CITY OF KISSIMMEE**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and C&S Engineers, Inc. _____, a New York Corporation _____ authorized to do business in the State of Florida, with offices located in Orlando, Florida, (hereinafter called the **CONSULTANT**) and each represents as follows:

WHEREAS, the CITY advertised RFQ 2023-001, titled “Airport General Consultant of Record Services” where firms submitted statement of qualifications to provide services to include, but not limited to the planning, engineering, design, permitting, and construction management services for the Kissimmee Gateway Airport; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process the CITY determined C&S Engineers, Inc. is qualified to provide the services and desires to award the Consulting services contract to CONSULTANT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - GENERAL

1.1 TERM. The **CITY** hereby retains the CONSULTANT for a duration of five (5) years for project services as the City may require from time to time, in connection with the engineering, planning and development of the KISSIMMEE GATEWAY AIRPORT. The term of this Agreement may be extended by mutual written Agreement for the duration of projects in progress at the end of the five (5) year period.

1.2 The Consultant acknowledges that the CITY may retain other consultants, contractors, engineering firms, or the like that may be required for a particular project, and that coordination between said contractors and the Consultant may be necessary for the successful completion of

the Project. The Consultant agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.3 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.

1.4 The CITY and Consultant mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Project(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the Consultant during this Agreement.

ARTICLE II - SERVICES BY CONSULTANT

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Agreement consistent with the care and diligence employed by members of the same profession currently performing similar work under similar circumstances in the same locality. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

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

2.2 SPECIAL SERVICES

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

2.3 TASK ORDERS.

The specific Scope of Services for each individual assignment or Project shall be defined and implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER_____**," the "number" being in accordance with the sequences in which the **TASK ORDER(S)** are made.

Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each TASK ORDER shall define whether the compensation is to be Lump Sum, Maximum Amount Not to Exceed or any combination thereof and the time for completion of the project.

ARTICLE III - PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent TASK ORDER(S) in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV - JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V - SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI - OWNERSHIP AND REUSE OF DOCUMENTS

It is understood and agreed that all documents, including all tracings, plans, specifications, maps, computer programs and data prepared or obtained in connections with services provided under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 (or latest version approved by City) for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole **risk** and without financial liability or legal exposure to the **CONSULTANT**, including use

or re-use by third parties. The Consultant shall not publish any information concerning City projects without the written consent of the CITY.

Article VII - ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII - PUBLIC RECORD LAWS

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

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

1. If the City's Custodian of Records requests records from the Consultant, the Consultant shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Consultant shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

3. Upon completion of the contract, the Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
4. Upon notice to the Consultant of a request to inspect or copy public records relating to a City's contract for services, the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Consultant does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

Article IX - SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X - TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within forty-five (45) days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI - REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- C. Fees and other charges as specified in the Task Order will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within forty-five (45) days, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Consultant(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX - APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective, then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI - DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII- INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. and Employers' Liability insurance with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Consultants / Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the **CONSULTANT** or by anyone directly or indirectly employed by the **CONSULTANT**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY's** designated representative identified herein, and the City's Purchasing Department before any work is begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII - INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subconsultants in connection with the **AGREEMENT**.

ARTICLE XXIV - HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination.

ARTICLE XXV - CONFLICT OF INTEREST

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the

CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVI - NOTICE

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the CITY:

Shaun J. Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, Florida 34741

As to the CONSULTANT:

Name & Title: Douglas R. Saunders, Department Manager
Firm Name: C&S Engineers, Inc.
Firm Address: 605 E. Robinson, Suite 210
Orlando, FL 32801

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVII - INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXVIII - ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

ARTICLE XXIX- TITLE VI ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. **Compliance with Regulations.** The Consultant shall comply with regulations relative to nondiscrimination in Federally assisted programs of the Department of transportation (Hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as “Regulations”), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Consultant, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Consultant’s non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the **AGREEMENT** until the Consultant complies, and/or

- b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
6. **Incorporation of Provisions.** The Consultant shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the sponsor of the FAA may direct as a mean of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect interest of the United States.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year caused these presents to be executed, the day and year first above written.

By: Douglas R. Saunders
Douglas R. Saunders

Title: Department Manager

Date: January 26, 2023

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of January, 23, by Douglas R. Saunders as Authorized Signer for C&S Engineers, Inc., who is personally known or produced FLDL as identification.

[Signature]
Notary Signature

Notary Stamp

ATTEST:



Emily Cuellar-Simpson
Notary Public, State of Florida
My Comm. Expires April 16, 2024
Commission No. GG 979327

CITY OF KISSIMMEE

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY.

City Attorney

EXHIBIT A- SCOPE OF SERVICES

Planning type services including airport system, master planning, and environmental inter-related studies.

Engineering type services include architectural, civil, geotechnical, structural, mechanical, and electrical engineering.

The basic services that will be required include but are not limited to the following:

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
 - a. Conferring with the Airport on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications
3. Construction Phase: This phase includes all activities to construct the project. Examples include:
 - a. Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
 - b. Onsite construction inspection and or management involving the services of a part time or full-time resident engineer(s), inspector(s) during the construction or installation phase of a project.
 - c. Providing consultation and advice to the Airport during all phases of construction.
 - d. Representing the Airport at preconstruction conferences.
 - e. Inspecting work in progress periodically and providing appropriate reports to the Airport.

- f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiating change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of record drawings.
 - k. Determining amounts owed to contractors and assisting the Airport in the preparation of payment requests for amounts reimbursable from grant projects.
 - l. Making final inspection and submitting reports of the completed project to the Airport, FAA, FDOT, SFWMD, Etc.
4. Special Services: The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a. Soil investigations, including core sampling, laboratory tests, related analyses and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Environmental studies and analyses.
 - g. Airport planning (Master Planning, Sustainability Planning, Feasibility Studies, etc.).
 - h. Expert witness testimony in litigation involving specific projects.
 - i. Public information and community involvement surveys, studies and activities.
 - j. Assisting the Airport in the preparation of necessary applications for local, State and Federal grants.
 - k. Preparation of DBE Plan/Goals.
 - l. Preparation of or updating the airport layout plan.
 - m. Preparation of property maps.
 - n. Preparation of quality control plans.
 - o. Preparation of rate, fees, and charges comparison reports.
 - p. Preparation of Pavement Preservation and Maintenance Plan.
 - q. Reviewing and responding to tenant requests.

ITEM 7.O

License Agreement with Osceola County for Intelligent Transportation System (ITS) Fiber Interconnect

Request

Approval of a license agreement that allows fiber interconnectivity between the City of Kissimmee and Osceola County's Intelligent Transportation System (ITS).

Explanation

Almost all intersections within the City are connected to the county-wide intelligent transportation system (ITS). The system offers the ability to remotely monitor and control various traffic signals to ease congestion during peak hours.

As part of ITS, each connected traffic signal includes a camera that can be remotely monitored. By connecting the City's fiber network to the County's ITS, City staff will be able to view all traffic signal cameras within city limits to monitor traffic patterns and traffic flow.

Recommendation

Commission approval of a license agreement allowing for fiber interconnect between the City of Kissimmee and Osceola County's Intelligent Transportation System.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) License Agreement - Osceola County to City of Kissimmee Draft v110422

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), made and entered into this day of _____, 2022, by and between **OSCEOLA COUNTY**, hereinafter referred to as the “COUNTY” and the **CITY OF KISSIMMEE**, a political subdivision of the State of Florida, hereinafter referred to as the “CITY.”

WITNESSETH

WHEREAS, the COUNTY acknowledges and agrees to the CITY connecting to the COUNTY’s Intelligent Transportation System (ITS) via a fiber optic connection at the CITY’s Central Services Complex located at 2201 Mabbette Street, in Osceola County for the sole purpose of exchanging transportation-related information and providing network backhaul for CITY-owned wireless access points, cameras, and network equipment that may be installed within signal cabinets and on traffic signal structures; and.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The COUNTY’s computerized motorist information system provides a “live” video image (“video images”). The video images are not recorded by the COUNTY. Nothing herein shall prohibit the CITY from recording provided video images.
2. This Agreement is non-exclusive, and nothing herein shall be deemed to limit the ability of the COUNTY to provide the video images or other transportation data and/or services referenced herein to other parties. The CITY shall not provide direct access to video images or other transportation data and/or services referenced herein to any other party without the written permission of the COUNTY or as required by Florida law.
3. The COUNTY agrees to allow the CITY to connect cameras and wireless access points to the COUNTY’s managed switch at intersections and signal cabinets where both physical and network capacity allow to support the telecommunication needs of the CITY. The CITY shall not install, mount, or connect any equipment to COUNTY-

- owned structures, facilities, or network hardware without prior written approval from the COUNTY.
4. The CITY agrees to pay for any associated costs and provide all necessary hardware, components, or enhancements to the COUNTY's managed switches and cabinets as needed to support the telecommunications connection between the COUNTY and CITY.
 5. The COUNTY shall provide the CITY for its exclusive use a virtual local area network (VLAN) on the COUNTY's Intelligent Transportation System network to separate network traffic for CITY-owned equipment connected to the COUNTY's managed switch.
 6. The COUNTY will provide a good faith effort in maintaining the quality of service of the connection. The COUNTY does not have and will not guarantee a service level agreement associated with the connection to CITY.
 7. The CITY agrees to hold the COUNTY harmless for any loss in service or degradation in the quality of services that may arise.
 8. The COUNTY will allow the CITY to access the COUNTY-owned or maintained cabinets for equipment maintenance and troubleshooting upon request during normal business hours. The COUNTY may require up to five (5) business days' notice before allowing access to the facility. A COUNTY escort may be required during these hours in accordance with security measures at these facilities.
 9. The COUNTY assumes no responsibility for any equipment or property placed in COUNTY facilities and the CITY hereby expressly relieves and discharges COUNTY from all liability for any loss, injury, or damage to persons and property that may be sustained because of the use or occupancy of the COUNTY facilities.
 10. The CITY agrees to immediately move or relocate, at its sole expense, any or all equipment, hardware, or software at the COUNTY's request. The CITY shall provide a fully trained contact person responsible for the operation and maintenance of the CITY's equipment and all activities associated with this Agreement. The COUNTY

shall have no responsibility to provide any training or supervision of the CITY's contact person associated with this Agreement.

11. The CITY agrees that it will not install or operate any equipment, hardware, or software that may interfere with the COUNTY's communications equipment or other COUNTY electronic systems. If any such interference occurs, the CITY shall immediately remedy all problems caused by such interference. The CITY further authorizes the COUNTY to disconnect or deactivate any equipment, hardware, or software causing such interference and waives any claim it might otherwise assert because of such disconnection or deactivation.
12. The COUNTY requests that the CITY bear in mind the content of the images when broadcasting. The video feed may contain sensitive images that can be disturbing or offensive to some viewers, potentially including images of persons or vehicles involved in fatal accidents, law enforcement stops or pursuits of vehicles, identifiable images of the public or license plates of vehicles, or images of catastrophic events.
13. The COUNTY requests that the CITY provide a disclaimer of any COUNTY endorsement of any advertising located near or in association with the presentation of the video images.
14. The risk of use of transportation data and/or services is the sole responsibility of the CITY.
15. The CITY shall not be charged any fees under this Agreement. If the COUNTY determines that the CITY caused damage to COUNTY equipment, facilities, or software, the CITY shall reimburse the COUNTY for all damages caused by the CITY upon invoice from the COUNTY to the CITY.
16. The COUNTY may terminate this Agreement at any time, with or without cause, upon notification to the CITY.
17. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected. The

rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. The term of this Agreement commences upon execution.

19. This writing embodies the entire Agreement and understanding between the parties hereto. There are no other Agreements and understanding, oral or written, regarding the subject matter hereof that are not merged herein and superseded hereby.

20. This Agreement may not be assigned or transferred by the CITY in whole or part without the consent of the COUNTY.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS**

CITY OF KISSIMMEE COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

As approved by the Board on:

Attest:

Attest:

Legal Review:

Legal Review:

General Counsel

City Attorney

ITEM 8.A

Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026.

Seat #1 was originally assigned the Board of Adjustment vacancy and it has been reassigned to Seat #1 due to the applicant not qualifying for appointment.

Planning Advisory Board Member, Jackie Espinosa missed more than half of the scheduled meetings for the calendar year of 2022 and also missed three consecutive scheduled meetings. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed."

Seat #2 has been assigned this Planning Advisory Board vacancy.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026.

Seat #3 has been assigned this Planning Advisory Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Advisory Board:	Appointment Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	09/13/2022 12/06/2022 (reassigned) 1/17/2023 (extension) Assignment Expires:	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must

	1/17/2023- 2/21/2023			either own real property or maintain a business office within the City.
Seat #2 - Eady <i>*No applications currently on file*</i>	2/21/2023	Planning Advisory Board	05/31/2024	Member must be a City resident or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications currently on file*</i>	2/21/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026	Member may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None