



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 6, 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 Promotion Ceremony for two Kissimmee Police Department Deputy Chiefs

3.B Employee of the Month for June - Nyteea Roman

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #23-02 - Amending the Zoning Map from Agricultural Conservation (AC) to Multiple Family Medium Density Residential (RC-1): Knightsbridge - ZMA-23-0002

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

4.B Public Hearing - First Reading - Proposed Ordinance # 23-11 - Amending the Code of Ordinances, Chapter 2 - Section 2-384, Adding an Economic Development Department

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, AND EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the May 2, 2023 and May 16, 2023 Commission meetings and KUA Board interviews

7.B Approval of Agreement with RMPK Funding Inc. for Professional Grant Writing Services

- 7.C First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Union F.C. Club, LLC
- 7.D Approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park
- 7.E Continuing Service Agreement for Construction and Renovation Services on a Task Authorization Basis
- 7.F Contract with D.H. Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates
- 7.G Acceptance of Memorandum of Understanding for Law Enforcement Agency access to Driver and Vehicle Information Database system (DAVID)
- 7.H City of Kissimmee Participation in the Osceola County HOME Consortium - Fiscal Years 2023, 2024, and 2025
- 7.I Affordable Housing Funding for the construction of Pinnacle at the Wesleyan Apartments
- 7.J Approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex
- 7.K Award of Florida Digital Services Technology Grant
- 7.L Resolutions Authorizing a Local Agency Program agreement with the Florida Department of Transportation for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail
- 7.M Phase II of the Stormwater Asset Inventory Data Collection Project
- 7.N Professional Services Award for the Mill Run Pond Flood Study
- 7.O State Mitigation credit purchase agreement for Lancaster Ranch Park Phase 1
- 7.P Approval of Purchase Contract for 1815 Vine Street and 1515 Hollywood (Super 8 Motel)

8. DISCUSSION ITEMS

- 8.A Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2022

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.B Approval of the Second Renewal of the Agreement with Artistic Holiday Designs for the design and installation of Downtown Holiday Decorations
- 8.C Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.D Request for Qualifications (RFQ) for hotel and conference space at Kissimmee Civic Center Site

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

Promotion Ceremony for two Kissimmee Police Department Deputy Chiefs

Request

Swearing in and administering the oath for newly promoted Deputy Chief Wilson Munoz and Deputy Chief Camille Alicea of the Kissimmee Police Department.

Explanation

Deputy Chief Wilson Munoz joined the Kissimmee Police Department in July of 1999. Deputy Chief Munoz is from Newark, New Jersey, and a Marine Corp Veteran. Deputy Chief Munoz obtained his Bachelor of Science degree in Criminal Justice from the University of Central Florida and is a graduate of Valencia College Public Safety Leadership Development Certification Program. Deputy Chief Munoz currently commands the Operations Bureau. The Operations Bureau is comprised of the Patrol Division, Special Operations Division, and the Criminal Investigations Division. Deputy Chief Munoz has commanded the Professional Standards Section, Patrol Division, Special Operations Division, Criminal Investigations Division, Honor Guard Team, and the Crisis Negotiations Team.

Deputy Chief Camille Alicea joined the Kissimmee Police Department in July of 1998. Deputy Chief Alicea is from Carolina, Puerto Rico. Deputy Chief Alicea obtained her Bachelor of Science degree in Criminal Justice from Barry University. She obtained her Associate in Science Criminal Justice Technology degree from Valencia College and is a graduate of the Valencia College Public Safety Leadership Development Certification Program. Deputy Chief Alicea currently commands the Administrative Bureau. The Administrative Bureau is comprised of the Support Services Division and the Professional Standards Section. Deputy Chief Alicea commanded the Criminal Investigations Division and Patrol Division.

Department: Police
Presenter: Betty Holland

Attachment(s):

1. (S) Swearing in Oaths for Deputy Chief Wilson Munoz and Deputy Chief Camille Alicea



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



June 06, 2023

I, Wilson Munoz, having been appointed to the rank of Deputy Chief, 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; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Wilson Munoz
Deputy Chief

ATTEST:

City Clerk

WITNESS:

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



June 06, 2023

I, Camille Alicea, having been appointed to the rank of Deputy Chief, 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; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Camille Alicea
Deputy Chief

ATTEST:

City Clerk

WITNESS:

Betty Holland
Chief of Police

ITEM 3.B

Employee of the Month for June - Nyteea Roman

Request

That the City Commission join the City Manager in recognizing Nyteea Roman, Public Works & Engineering, as June's Employee of the Month.

Explanation

The City is pleased to recognize Nyteea Roman as Employee of the Month for June. Nyteea is a Secretary for the Public Works and Engineering Department and has been with the City almost 2 years.

In her short time with the City, Nyteea has excelled in her job duties, often going above and beyond her regular responsibilities. Her organizational skills have helped the department function more smoothly and efficiently. She has streamlined daily tasks and procedures, reduced paperwork, and even upgraded the office by reducing clutter and ensuring equipment was current. Her contributions are not only noticed internally, her external customers and citizens alike have commented on her efficiencies.

Nyteea takes on new tasks frequently and demonstrates her commitment to the City, daily. Her charismatic personality, good energy, and willingness to help, all create a positive work environment. The City is glad to recognize Nyteea for her contributions, and looks forward to what is yet to come.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #23-02 - Amending the Zoning Map from Agricultural Conservation (AC) to Multiple Family Medium Density Residential (RC-1): Knightsbridge - ZMA-23-0002

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

Request

Approval of the Final Reading of the Proposed Ordinance #23-02 for a Zoning Map Amendment to change the Zoning designation from Agricultural Conservation (AC) to Multiple Family Medium Density Residential (RC-1) on approximately 67 acres of land.

Explanation

The subject property went through a Land Use Plan Amendment to amend the Future Land Use from Mixed Use - Frank Brown Ranch (established under Ordinance No. 2404) to Multiple Family Medium Density Residential with the adoption of Ordinance No. 3049 (DRC#21-00005).

The Multiple Family Medium Density Residential (MF-MDR) Policy 1.2.1.3 and map designation was established with the adoption of Ordinance 3050 (DRC#21-00097) at the December 7, 2021 City Commission Meeting. The MF-MDR Future Land Use is intended to accommodate multiple family structures with a density of 10-20 units per acre.

Consistent with the Multiple Family Medium Density Residential (MF-MDR) Future Land Use Policy 1.2.1.3, the Zoning Map Amendment from Agricultural Conservation (AC) to Multifamily Medium Density Residential (RC-1) will establish City zoning standards to include allowable uses such as multifamily housing and townhomes.

Land Development Code Section 14-4-4.E establishes the intent of RC-1 zoning as primarily intended to accommodate multiple family developments. The RC-1 district is envisioned for locations where medium density housing already exists and other places appropriate for such development. Frequently, the locations serve as a transition between residential neighborhoods and non-residential development. This district is intended for use in areas which have been assigned a Multiple Family Medium Density Residential (MF-MDR) or a Multiple Family High Density Residential (MF-HDR) future land use designation by the comprehensive plan.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-4.E, Multifamily Medium Density Residential (RC-1) Zoning District, that is compatible with the Multiple Family Medium Density Residential (MF-MDR) Land Use designation.

Recommendation

The Development Review Committee (DRC) recommended approval on April 4, 2023, subject to conditions.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on May 3, 2023.

CONDITIONS:

1. Subject to Planning Advisory Board (PAB) and City Commission approval.
2. These properties are within the Short-Term Rental Overlay, but this approval does not include short-term rentals as a permitted use. The applicant must submit a separate Conditional Use application after the RC-1 zoning is established if they intend on establishing short-term rentals as a permitted use.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions
Adopt

Department: Development Services
Presenter: Patricia Prevost

Attachment(s):

1. (S) - ZMA-23-0002 Knightsbridge - Proposed Ordinance 23-02
2. ZMA-23-0002 Vicinity Map
3. ZMA-23-0002 Aerial Map
4. ZMA-23-0002 Site Data Tables
5. ZMA-23-0002 City Commission Ad
6. ZMA-23-0002 May 3, 2023 PAB Minutes
7. ZMA-23-0002 DRC Comments
8. ZMA-23-0002 Additional Documents
9. RE_ Rezoning Reference# DRC ZMA-23-0002; Knight...

PROPOSED ORDINANCE NO. 23-02
ORDINANCE NO. _____

**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.**

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: AC (Agricultural Conservation) – City

TO: RC-1 (Multiple Family Medium Density Residential) – City

The subject property is located at: Parcel ID: 35-25-28-00U0-0040-0000 & 36-25-28-00U0-0015-0000

Legal Description:

PARCEL 1: BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT & LESS BEG AT INTER OF N/L OF POINCIANA OFFICE & INDUSTRIAL PARK 1 SEC B, PB 3 PGS 236-238 & ELY R/W LINE OF POINCIANA PKWY, SAID PT BEING ON NON-TAN CURVE, CONC SE, RAD 1500 FT, CENT ANG 34 DEG, (TAN BEARING N23-11-17E), NELY ALONG CURVE 894.31 FT, N57-20-54E 1636.78 FT TO POC, CONC SLY, RAD 30 FT, CENT ANG 90 DEG, ELY ALONG CURVE 47.12 FT, S32-39-06E 208.35 FT TO POC, CONC NELY, RAD 220 FT, CENT ANG 24 DEG, SELY ALONG CURVE 92.43 FT, S56-43-29E 101.53 FT TO POC, CONC SWLY, RAD 140 FT, CENT ANG 32 DEG, SELY ALONG CURVE 77.58 FT, S24-58-29E 100 FT TO POC, CONC WLY, RAD 140 FT, CENT ANG 26 DEG, SLY ALONG CURVE 64.84 FT, S01-33-34W 100 FT TO POC, CONC WLY, RAD 140 FT, CENT ANG 24 DEG, SLY ALONG CURVE 59.73 FT, S26-00-20W 100 FT TO POC, CONC ELY, RAD 220 FT, CENT ANG 32 DEG, SLY ALONG CURVE 121.91 FT, S05-44-40E 100 FT TO POC, CONC ELY, RAD 220 FT, CENT ANG 32 DEG, SLY ALONG CURVE 121.91 FT, S37-29-40E 100 FT TO POC, CONC NELY, RAD 220 FT, CENT ANG 32 DEG, SELY ALONG CURVE 121.91 FT, S69-14-40E 100.14

FT TO POC CONC NLY, RAD 220 FT, CENT ANG 17 DEG, ELY ALONG CURVE 64.99 FT, S86-10-13E 167.57 FT TO POC, CONC SLY, RAD 150 FT, CENT ANG 32 DEG, ELY ALONG CURVE 82.76 FT, S54-33-33E 322.25 FT TO POC, CONC SWLY, RAD 25 FT, CENT ANG 59 DEG, SELY ALONG CURVE 25.60 FT TO REV CURVE, CONC ELY, RAD 100 FT, CENT ANG 37 DEG, SLY ALONG CURVE 63.95 FT TO REV CURVE, CONC WLY, RAD 25 FT, CENT ANG 23 DEG, SLY ALONG CURVE 9.88 FT, S89-46-35W 804.79 FT, N00-25-12W 53.80 FT, N89-50-49W 2374.07 FT TO POB & LESS KNIGHTSBRIDGE PH 1 PB 32 PGS 190-193

PARCEL 2: BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW 1/4

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this 6th day of June, 2023.

Mayor - Commissioner

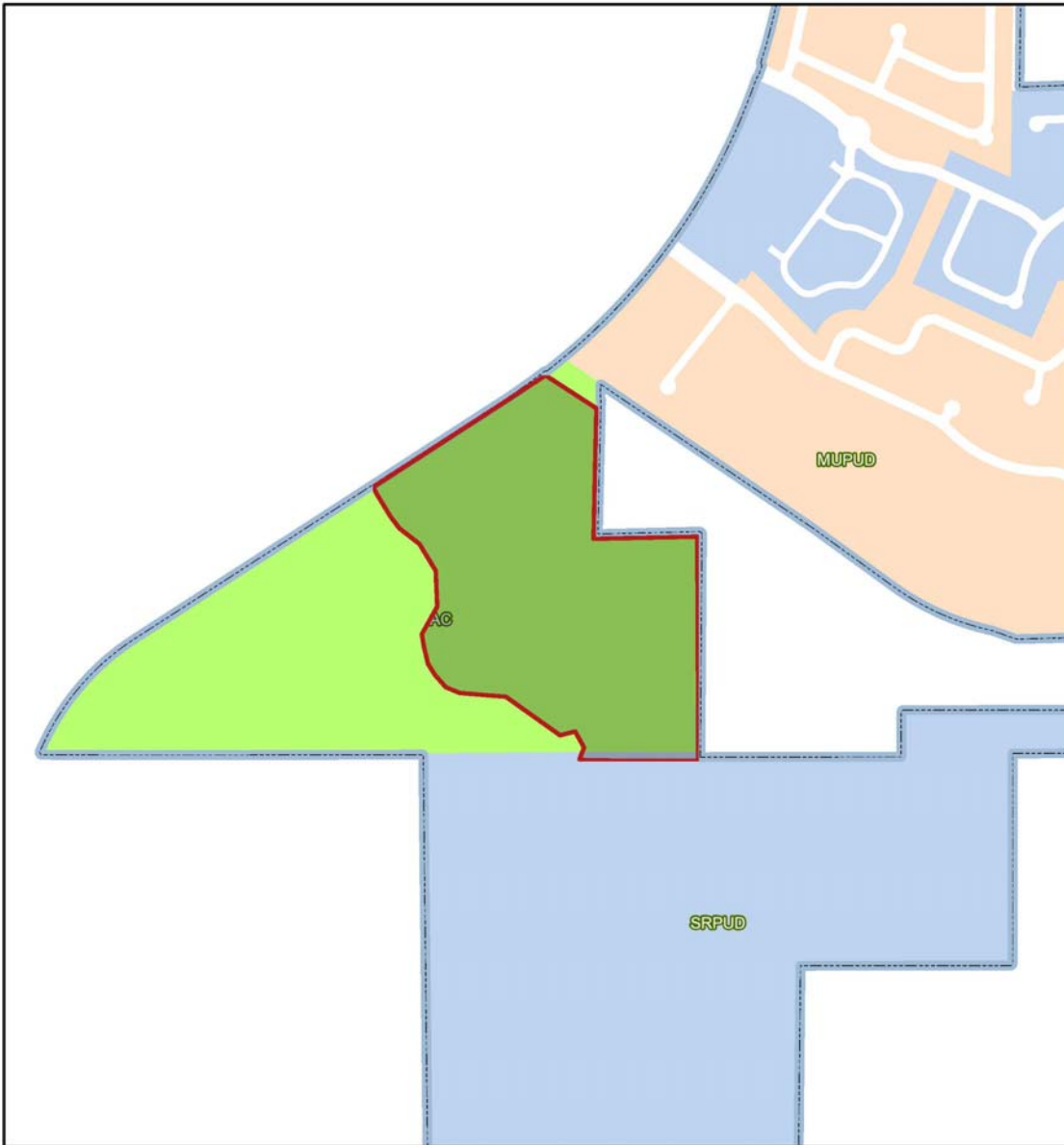
ATTEST:

City Clerk

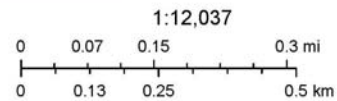
Approved as to form and legality:

City Attorney

ZMA-23-0002
Knightsbridge



April 19, 2023



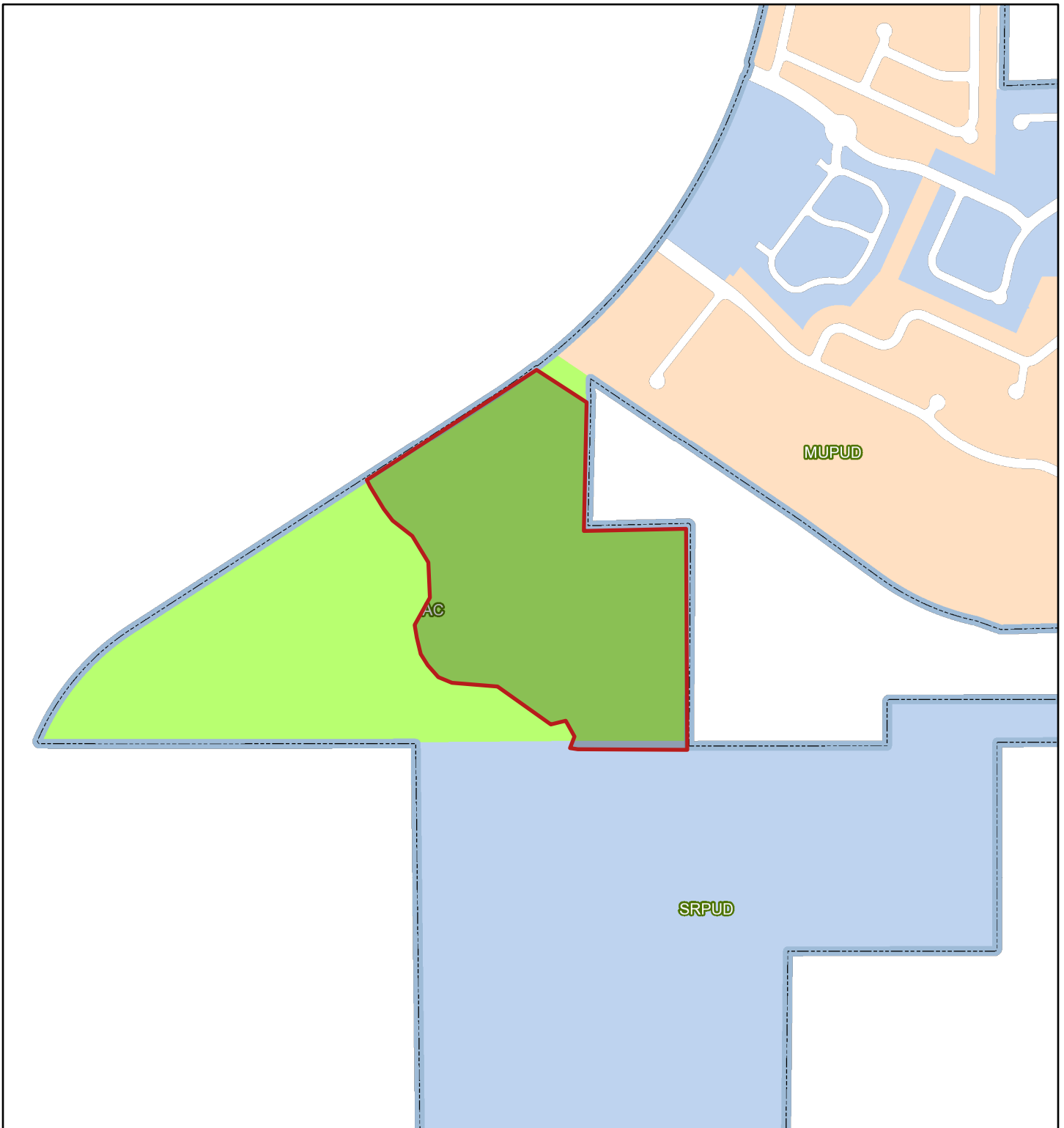
Reference # DRC ZMA-23-0002
Knightsbridge ZMA

CITY COMMISSION
KISSIMMEE, FLORIDA

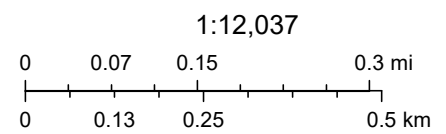
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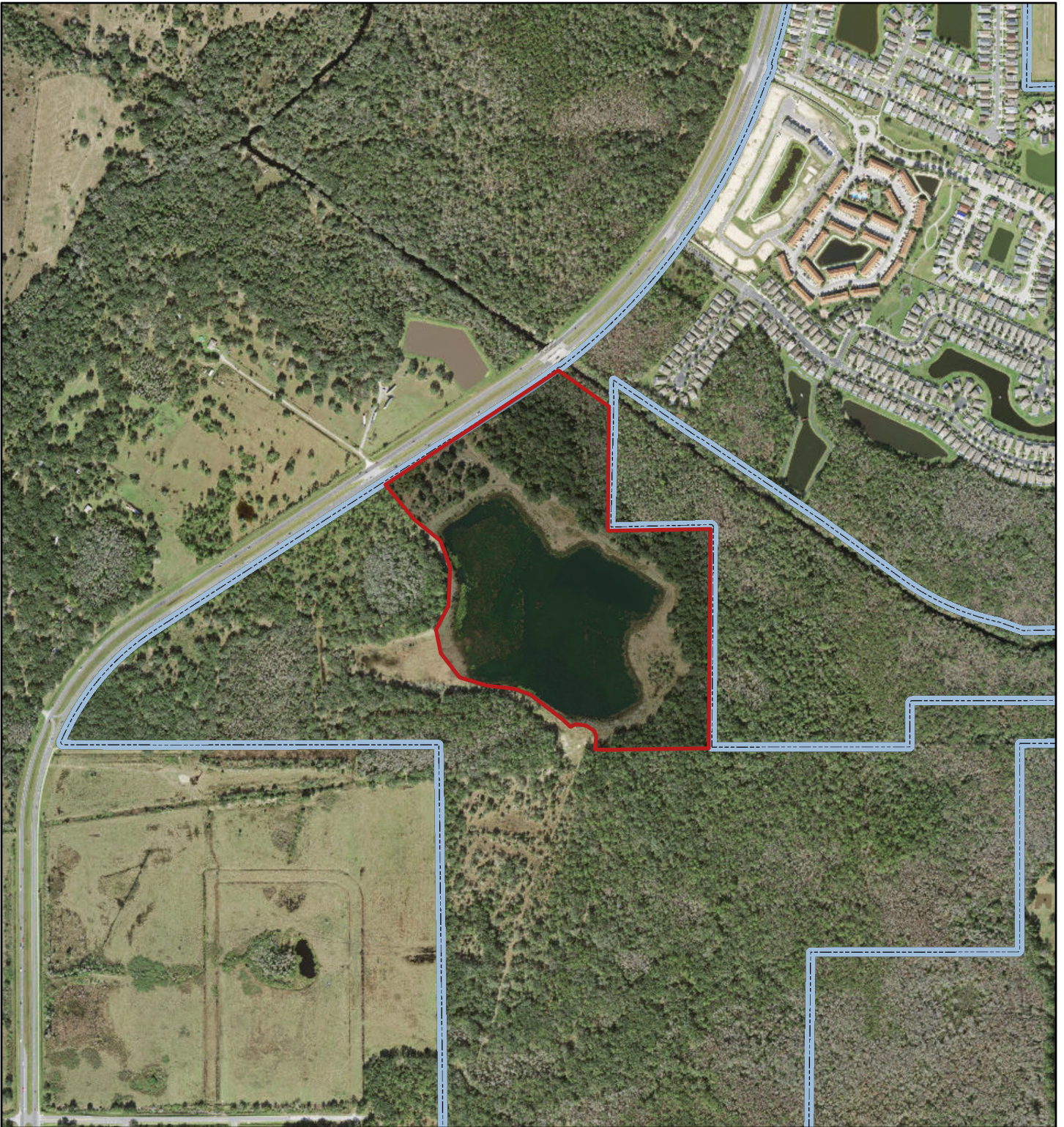
ZMA-23-0002
Knightsbridge



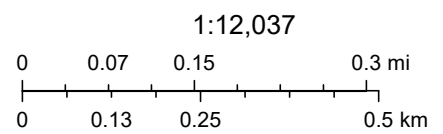
April 19, 2023



ZMA-23-0002
Knightsbridge



April 27, 2023



State of Florida, Maxar

Knightsbridge, ZMA-23-0002
Zoning Map Amendment
East of S. Poinciana Blvd., North of Old Tampa Hwy., West of Ham Brown Rd., & South
of Cumbrian Lakes Dr.
35-25-28-00U0-0040-0000 & 36-25-28-00U0-0015-0000
Site Data Tables

Site Data	
Size	67.5 acres
Future Land Use Designation	MF-MDR (Multifamily Medium Density Residential)
Proposed Future Land Use Designation	N/A
Zoning District Designation	AC (Agricultural & Conservation Development)
Proposed Zoning District Designation	RC-1 (Multifamily Medium Density Residential)
Existing Overlay District	None
Existing Use(s)	Vacant Pasture/Wetlands
Proposed Use(s)	Townhomes & Multifamily
Adjacent Land Use	
North	SF-LDR (Single Family Low Density Residential) – City & LDR (Low Density Residential) - County
South	SF-LDR (Single Family Low Density Residential) – City & Employment Center - County
East	LDR (Low Density Residential) - County
West	LDR (Low Density Residential) & TC (Tourist Commercial) - County
Adjacent Zoning	
North	MUPUD (Mixed Use Planned Unit Development) - City & RMH (Residential Manufactured Housing) - County
South	SRPUD (Short Term Rental Planned Unit Development) – City & PD (Planned Development) - County
East	RMH (Residential Manufactured Housing) - County
West	CT (Commercial Tourist) & AC (Agricultural & Conservation Development) - County
Future Land Use & Zoning History	99-156 – Annexation 99-157- Future Land Use Amendment (County Rural Agricultural to City Mixed Use Frank Brown Ranch) 99-158 – Zoning Map Amendment (County AC to City AC)
Past/Current Project Tracking	21-051 – Future Land Use Amendment

	(Remove FLU Policy 1.2.10.2 & change designation to INST & MF-MDR)
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Comprehensive Plan Summary

Policy 1.2.1.3, MF-MDR (Multi-Family Medium Density Residential): This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses. New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed and/or maintained as residential neighborhoods. The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

Potential Zoning Districts	RC-1 (Multiple Family Medium Density Residential)
	RC-2 (Multiple Family High Density Residential)
	B-2 (Neighborhood Commercial)
	MUPUD (Mixed Use Planned Unit Development)

Zoning District Standards – District Summary

Multiple Family Medium Density Residential Districts (RC-1 and RC-2). This district is primarily intended to accommodate multiple family developments. The RC-1 district is envisioned for locations where medium density housing already exists and other places appropriate for such development. Frequently the locations serve as a transition between residential neighborhoods and non-residential development. This district is intended for use in areas which have been assigned a Multiple Family Medium Density Residential (MF-MDR) or a Multiple Family High Density Residential (MF-HDR) future land use designation by the comprehensive plan. The RC-2 district is envisioned for areas that are adjacent to development with compatible intensity levels, arterial or collector roads, and have the requisite utilities. These areas should generally be highly accessible to commercial services. The RC-2 district is intended for use in areas which have been assigned a Multiple Family High Density Residential (MF-HDR) future land use designation. Future development proposals within these districts should provide for a smooth transition in residential density, preserve stability of established residential neighborhoods, and include sufficient open space, parking, and landscaping to reinforce objectives for quality living areas.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use</i>	<i>Requested Zoning</i>
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	& Zoning	
Uses	MF-MDR (Multi-Family Medium Density Residential) & AC (Agriculture Conservation District)	RC-1 (Multi-Family Medium Density Residential)

Public Facilities Analysis	
Transportation	
Adjacent street	S. Poinciana Blvd.
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	Yes – Compliance
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

NOTICE OF PUBLIC HEARING

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **AC - (Agricultural Conservation) - City**

TO: **RC-1 (Multiple Family Medium Density Residential) - City**

The subject property is located at located at **S Poinciana Blvd. Parcel ID: 35-25-28-00U0-0040-0000; 36-25-28-00U0-0015-0000**

Legal Description:

BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CO

Together with Parcel 2:

BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW ¼

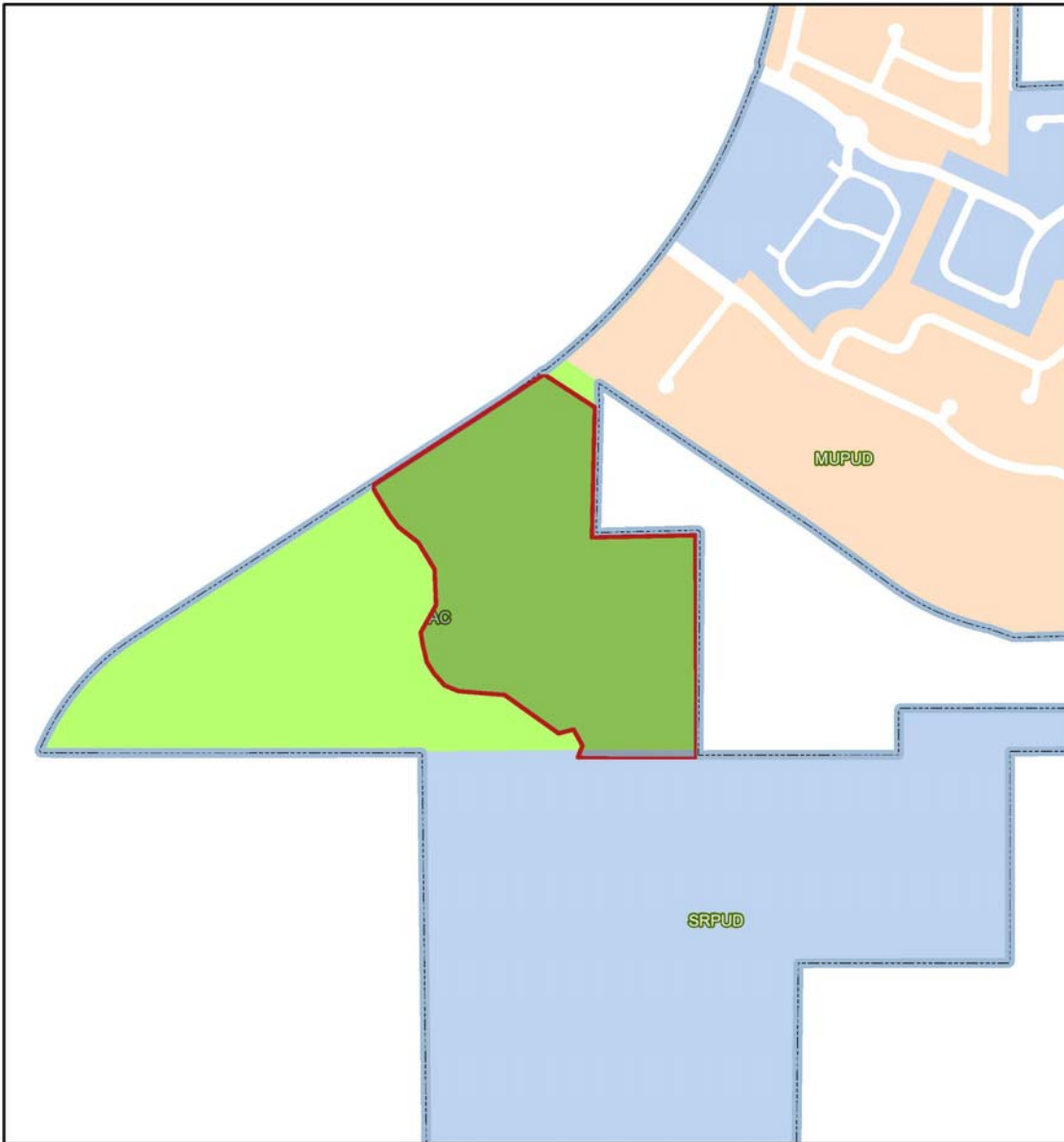
PROPOSED ORDINANCE NO. 23-02: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, June 6, 2023** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

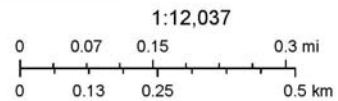
A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, June 6, 2023**. Any questions may be directed to the Development Services Department at (407) 518-2140 or plannnig@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

ZMA-23-0002
Knightsbridge



April 19, 2023



Reference # DRC ZMA-23-0002
Knightsbridge ZMA

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statute 286.0105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or purposes may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is made.

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



**MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD (REVISED)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, MAY 3, 2023 AT 6:00 PM**

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Spalding, Board Member Robert Bussiere, Board Member Fatima Santiago, Board Member Diana Marrero-Pinto, Board Member Melissa Thacker, School Board Member Tamara Pelc
Staff Present: Brenda Ryan, Planning Manager, Patricia Prevost, Planner I, Kalanit Oded, Deputy City Attorney, Yolanda Hazley, Planning Technician

Chairman Bussiere called the meeting to order at 06:00 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

3. **MINUTES**

- 3.A Approval of the June 1, 2022 Planning Advisory Board (PAB) Workshop minutes.
Board Member Spalding made a motion to Approve . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Santiago, Board Member Marrero-Pinto, Board Member Thacker, School Board Member Pelc
NAY: None

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

- 5.A Public Hearing - Ordinance amending the Zoning Map from City Agricultural Conservation (AC) to City Multiple Family Medium Density Residential (RC-1): Knightsbridge, ZMA-23-0002 - Proposed Ordinance #23-02

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.

Planner Prevost stated that this is an approval for a Zoning Map from AC (Agricultural Conservation-City to (RC-1) Multiple Family Medium Density Residential-City.

Planner Prevost stated the subject property went through a Land Use Plan Amendment to amend the Future Land Use from Mixed Use - Frank Brown Ranch (established under Ordinance No. 2404) to Multiple Family Medium Density Residential with the adoption of Ordinance No. 3049 (DRC#21-00005).

Staff recommends approval for the following reasons:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-4.E, Multifamily Medium Density Residential (RC-1) Zoning District, that is compatible with the Multiple Family Medium Density Residential (MF-MDR) Land Use designation.

Staff recommends approval subject to the following 2 conditions:

1. Subject to Planning Advisory Board (PAB) and City Commission approval.
2. These properties are within the Short-Term Rental Overlay, but this approval does not include short-term rentals as a permitted use. The applicant must submit a separate Conditional Use application after the RC-1 zoning is established if they intend on establishing short-term rentals as a permitted use.

Member Thacker asked has the City received a Site Plan for this request.

Planning Manager Ryan stated that there has not been a Site Plan submitted for this request.

Sam Sebaali representing the applicant stated that they are in agreement with Staff recommendations.

Chairman Bussiere asked what FEMA flood zone is for this property.

Mr. Sebaali stated that it is the 100-year flood zone on the east side of the property.

Planning Manager Ryan informed the Board that there would be a K-8 school planned on the southwest corner of this request.

Chairman Bussiere asked is there an anticipated timeline for the K-8 school to open.

School Board stated that the anticipated date is August of 2024.

Board Member Thacker made a motion for approval with 2 conditions. Board Member Spalding seconded the motion.

- 1. Subject to Planning Advisory Board (PAB) and City Commission approval.**
- 2. These properties are within the Short-Term Rental Overlay, but this approval does not include short-term rentals as a permitted use. The applicant must submit a separate Conditional Use application after the RC-1 zoning is established if they intend on establishing short-term rentals as a permitted use.**

AYE: Board Member Bussiere, Board Member Spalding, Board Member Santiago, Board Member Marrero-Pinto, Board Member Thacker, School Board Member Pelc

NAY: None

Motion to Approve w/Conditions Passed 5 - 0.

6. **PUBLIC HEARINGS**
7. **DISCUSSION**
8. **HEAR CHAIRMAN AND BOARD MEMBERS**
9. **ADJOURNMENT**

There being no further business to come before the Planning Advisory Board, Chairman Bussiere adjourned the meeting at 06:11 PM.

Board Chairman

ATTEST:

Board Secretary



DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2140

TRANSMITTAL FOR PLAN REVIEW

ADDRESS: 35-25-28-00U0-0040-0000
36-25-28-00U0-0015-0000

DATE: 3/29/2023

PERMIT NUMBER: ZMA-23-0002

Plan status:

Approved with conditions.

PLANNING DIVISION - Patricia Prevost - 407.518.2107 - Patricia.Prevost@kissimmee.gov

Please see below the comments/conditions:

1. Subject to Planning Advisory Board and City Commission approval.
2. These properties are within the Short-Term Rental Overlay, but this approval does not include short-term rentals as a permitted use. The applicant must submit a separate Conditional Use application after the RC-1 zoning is established if they intend on establishing short-term rentals as a permitted use.

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

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

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation.

Provide a response to comments within one hundred eight (180) days, or a request for an extension submitted for consideration. Otherwise, the project will be considered abandoned and a new application will be required to proceed.





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

ADDRESS: East Poinciana Blvd
PLAN (DRC) NUMBER: ZMA-23-0002

DATE: 4/6/2023

Review Status:
APPROVED.

**OSCEOLA COUNTY SCHOOL DISTRICT - Tamara Pelc - 407.518.2964 ext. 65411 -
Tamara.Pelc@osceolaschools.net**

Comments/Conditions (if applicable): This zoning map amendment has no impact on public school capacity.

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.



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#:2021/22-0218

DRC#: ZMA-23-0002

Current FLU: MF-MDR
Requested FLU: N/A

PROJECT NAME: Knightsbridge

Current Zoning: AC
Requested Zoning: RC-1

PROJECT LOCATION: East Poinciana Blvd.

COMMENTS DUE DATE: 4.4.23

PID#: 35-25-28-00U0-0040-0000

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-28-00U0-0040-0000



Owner Information

Owner Name LAND TRUST AGREEMENT JANUARY 15 2013
SABETI PARISA CO-TR
SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
ORLANDO, FL 32801

Physical Address S POINCIANA BLVD, KISSIMMEE FL 34746

Description NO AG ACREAGE-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 12/23/2022, which are subject to change prior to certification

Land	\$464,600
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$464,600
Assessed(estimated)	\$464,600
Exemption(estimated)	\$0
Taxable(estimated)	\$464,600

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$1,027,400
AG Benefit	\$2,800
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$1,027,400
Assessed*	\$2,800
Exemption	\$0
Taxable	\$2,800

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	6193-1755	\$100	2022-04-04	CD
1	5790-0673	\$100	2020-08-03	QC
2	1692-2088	\$1,242,500	2000-01-13	WD
3	0830-0046	\$0	1986-10-01	WD

Land Information - Total Acreage: 46.64

Land Description	Units	Depth	Land Type	Land Value
ACREAGE AC	21.00	0.00	AC	\$462,000
SUBMERGED LAND	25.64	0.00	AC	\$2,600

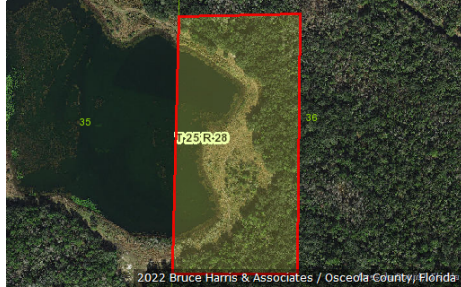
Legal Description**Legal Description**

BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT & LESS BEG AT INTER OF N/L OF POINCIANA OFFICE & INDUSTRIAL PARK 1 SEC B, PB 3 PGS 236-238 & ELY R/W LINE OF POINCIANA PKWY, SAID PT BEING ON NON-TAN CURVE, CONC SE, RAD 1500 FT, CENT ANG 34 DEG, (TAN BEARING N23-11-17E), NELY ALONG CURVE 894.31 FT, N57-20-54E 1636.78 FT TO POC, CONC SLY, RAD 30 FT, CENT ANG 90 DEG, ELY ALONG CURVE 47.12 FT, S32-39-06E 208.35 FT TO POC, CONC NELY, RAD 220 FT, CENT ANG 24 DEG, SELY ALONG CURVE 92.43 FT, S56-43-29E 101.53 FT TO POC, CONC SWLY, RAD 140 FT, CENT ANG 32 DEG, SELY ALONG CURVE 77.58 FT, S24-58-29E 100 FT TO POC, CONC WLY, RAD 140 FT, CENT ANG 26 DEG, SLY ALONG CURVE 64.84 FT, S01-33-34W 100 FT TO POC, CONC WLY, RAD 140 FT, CENT ANG 24 DEG, SLY ALONG CURVE 59.73 FT, S26-00-20W 100 FT TO POC, CONC ELY, RAD 220 FT, CENT ANG 32 DEG, SLY ALONG CURVE 121.91 FT, S05-44-40E 100 FT TO POC, CONC ELY, RAD 220 FT, CENT ANG 32 DEG, SLY ALONG CURVE 121.91 FT, S37-29-40E 100 FT TO POC, CONC NELY, RAD 220 FT, CENT ANG 32 DEG, SELY ALONG CURVE 121.91 FT, S69-14-40E 100.14 FT TO POC CONC NLY, RAD 220 FT, CENT ANG 17 DEG, ELY ALONG CURVE 64.99 FT, S86-10-13E 167.57 FT TO POC, CONC SLY, RAD 150 FT, CENT ANG 32 DEG, ELY ALONG CURVE 82.76 FT, S54-33-33E 322.25 FT TO POC, CONC SWLY, RAD 25 FT, CENT ANG 59 DEG, SELY ALONG CURVE 25.60 FT TO REV CURVE, CONC ELY, RAD 100 FT, CENT ANG 37 DEG, SLY ALONG CURVE 63.95 FT TO REV CURVE, CONC WLY, RAD 25 FT, CENT ANG 23 DEG, SLY ALONG CURVE 9.88 FT, S89-46-35W 804.79 FT, N00-25-12W 53.80 FT, N89-50-49W 2374.07 FT TO POB & LESS KNIGHTSBRIDGE PH 1 PB 32 PGS 190-193



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 36-25-28-00U0-0015-0000



Owner Information

Owner Name LAND TRUST AGREEMENT JANUARY 15 2013
SABETI PARISA CO-TR
SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
ORLANDO, FL 32801

Physical Address KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 12/23/2022, which are subject to change prior to certification

Land	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed(estimated)	\$1,200
Exemption(estimated)	\$0
Taxable(estimated)	\$1,200

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed*	\$1,200
Exemption	\$0
Taxable	\$1,200

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Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	6193-1755	\$100	2022-04-04	CD
1	5790-0673	\$100	2020-08-03	QC
2	1692-2088	\$1,242,500	2000-01-13	WD
3	0830-0046	\$0	1986-10-09	WD

Land Information - Total Acreage: 20.86

Land Description	Units	Depth	Land Type	Land Value
NATIVE	11.79	0.00	AC	\$900
SWAMP MAR	9.07	0.00	AC	\$300
MARKET VALUE	20.86	0.00	AC	\$417,200

Legal Description

Legal Description BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW 1/4

From: mazindhafir@gmail.com
To: [City of Kissimmee Planning Division](#)
Cc: [CITY CLERK](#)
Subject: RE: Rezoning Reference# DRC ZMA-23-0002; Knightsbridge ZMA, Kissimmee, FL
Date: Monday, May 29, 2023 5:47:42 PM

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

Dear Members of the planning Board: RE: Proposed ordinance #23-02, with amending ordinance # 3068

- Lennar Home builder is already building homes on this property, so why asking now to rezone it., are you talking about different lots?
- Is it true that a school building will be built besides these new Lennar Homes?
- **Are you introducing NEW TRAFFIC lights** at the entrance of this and our development (by Landsea Home builder) on the opposite sides? As you know , the traffic is 65-70 MPH speed and it is too dangerous to cross S.Poinciana Blvd. to the opposite side of the road.
- **I have no objection to this rezoning as long as we can get the needed traffic lights.**
- **I would like you to present my comments and request that such (testimony to be read into the official records prior to the start of the meeting of 6/6/2023).**

Thank you.

5:30 PM

5/29/2023

Mazin Dhafir

**1255 Wispy Cypress Drive
Kissimmee, Florida 34746**

MazinDhafir@gmail.com

Cell: 716-698-8098

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 23-11 - Amending the Code of Ordinances, Chapter 2 - Section 2-384, Adding an Economic Development Department

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, AND EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval of the First Reading of the Proposed Ordinance # 23-11 for the addition of an Economic Development Department.

Explanation

The City initiated the provision of economic development services in 2009 followed shortly afterwards by the hiring of its first Economic Development Director. Prior to that time, the City partnered with Osceola County to provide economic development services and contributed to a portion of the salary of the County's economic development director. Since then, economic development activities have been conducted as a division within the City Manager's Department.

In order to provide better coordination of economic development activities between the various geographic redevelopment districts and employment generators to better diversify our economy, staff is proposing the combination of the City's economic development and community redevelopment agencies (CRA) into a new department. This will ensure a more comprehensive approach towards the City's areas of economic development focus, which include downtown, the airport, the medical arts district, the Vine Street corridor and the industrial areas on the north side of the City. CRA staff within the Development Services Department along with staff from the Economic Development Division in the City Manager's Department will be combined into a new department under the direction of the City's Economic Development Director.

Recommendation

Staff recommends the approval of the First Reading of the Proposed Ordinance # 23-11 for the addition of an Economic Development Department.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance #23-11 - Addition of an Economic Development Department
2. Proof of Advertisement: Proposed Ordinance 23-11 - Adding an Economic Development Department
3. Affidavit of Publishing: Adding an Economic Development Department

PROPOSED ORDINANCE # _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, and EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE.

SECTION 1. ECONOMIC DEVELOPMENT DEPARTMENT.

- A. Department members.** The economic development department shall consist of the department head, who is the director of economic development and community redevelopment, and such other employees as shall be necessary for the economic development and community redevelopment agency functions and provided for in the budget.
- B. Powers, duties and responsibilities.**
The Economic Development department shall have the following powers and responsibilities:
- (1) Oversees the development and operation of the City's economic development and community redevelopment programs.
 - (2) Plans, directs and coordinates economic development activities within the City, including facilitating real estate development throughout the City.
 - (3) Develops and implements economic development and marketing strategies that attract new businesses and promotes retention and expansion of existing business.
 - (4) Collects and evaluates economic, demographic and geographical data o determine the best means to promote economic development within the City.
 - (5) Supervises and manages the City's various community redevelopment agency's activities, including the preparation and adoption of a redevelopment plan, and assisting in the development of capital projects within the two CRA districts.

(6) Performs such other duties and responsibilities as assigned by the City Manager, law or ordinance.

SECTION 2. All ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take affect immediately upon its passage.

Said motion having been duly carried, thereupon, _____, declared said Ordinance duly passed and adopted this _____ day of _____, 2023.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: lkX4hYNFP8qrGWypYy01 | **Proof Updated: May. 15, 2023 at 04:06pm EDT**

Notice Name: PROPOSED ORDINANCE #23-11 - Economic Dev Ord

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

FILING FOR

City Clerk's Office City of Kissimmee Osceola News-Gazette

cityclerkemail@kissimmee.gov

(407) 518-2309

Columns Wide: 2

Ad Class: Legals

05/18/2023: Legal and Public Notice	64.59
05/18/2023: Legal and Public Notice	5.00

Subtotal	\$64.59
Tax %	0
Processing Fee	\$6.46
Total	\$71.05

See Proof on Next Page

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 6, 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, June 20, 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 # 23-11
AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, and EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS, DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
May 18, 2023

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Stefan Edward Pla, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
18 May 2023

Notice ID: IkX4hYNFP8qrGWypYy01
Notice Name: PROPOSED ORDINANCE #23-11 - Economic Dev Ord

PUBLICATION FEE: \$71.05

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Stefan Edward Pla

Agent

VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 05/18/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

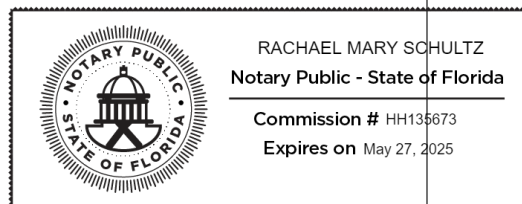
The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 6, 2023, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, June 20, 2023, at 6:00 p.m.** 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 # 23-11
AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, and EMPLOYEES; AMENDING SECTION 2-364, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS, DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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May 18, 2023



ITEM 7.A

Approval of City Commission Minutes from the May 2, 2023 and May 16, 2023 Commission meetings and KUA Board interviews

Request

Request Commission approval of the May 2, 2023 and May 16, 2023 minutes for the Commission meetings and the KUA Board Interviews.

Explanation

Minutes of the Commission meetings held on May 2, 2023 and May 16, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) Commission Minutes - May 2, 2023
2. (S) Commission Interviews KUA - May 16, 2023
3. (S) Commission Minutes - May 16, 2023



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 2, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, 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: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - National Day of Prayer 2023

The request is for the Commission to present a Proclamation to Randy Law, President of National Day of Prayer of Osceola County, Inc.

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

Ms. Law thanked the Commission for recognizing National Day of Prayer and invited the public to functions being held throughout Osceola County on Thursday, May 4, 2023 from 12:00 p.m. to 1:00 p.m. at Kissimmee City Hall, Osceola County Courthouse, and in St. Cloud at the Boat Basin on the Lakefront. Ms. Law read a statement and quoted George Washington.

3.B Proclamation - Foster Youth Connection Month 2023

The request is for the Commission to present a Proclamation to Pastor Rupert Henry, founder of Foster Youth Connection.

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

Pastor Henry thanked everyone for being present for the celebration of the National Day of Prayer and Foster Youth Connection Month. Foster Youth Connection is dedicated to Eileen Caldwell, Homer Caldwell, and former City Manager Mark Durbin. These individuals have been a great source of encouragement over the years. Mr. Caldwell passed away earlier this year and flowers were presented to the Pastor of Solid Rock Church in his honor. The widow of retired City Manager Mark Durbin was unable to attend; Pastor Henry presented flowers to Mayor Gonzalez in honor of Mark Durbin's

service to the community and he recognized Greenway Church for all their support.

Pastor Matt Quainoo, Solid Rock Church, was asked to comment on Mr. Caldwell, who was 94 years young was still working in the community until his passing.

City Manager Steigerwald recapped the history of former City Manager Mark Durbin, stating he was a great man who served as the longest tenured City Manager in the City History; he served from 1987 to 2010.

3.C Proclamation - Arab American Heritage Month

The request is for the City Commission to present a Proclamation to Neal Abid, Florida Chapter Lead at the Arab American Foundation.

City Manager Steigerwald read a proclamation in honor of Arab American Heritage Month as the Mayor and Commissioners presented the proclamation to Neal Abid and members of the Florida Chapter of the Arab American Foundation.

Mr. Abid thanked the Commission and the City and stated there is a large demographic of Arab Americans in our community.

3.D Swearing In of New Police Chief Betty Holland

The request is for the City Commission to welcome the new Police Chief for the City of Kissimmee, Chief Betty Holland.

Assistant City Manager Jeff O'Dell administered the Oath of Office to Chief Betty J. Holland.

Chief Holland thanked God and expressed appreciation to the Commission and City Manager for giving her the opportunity to serve. She thanked her family and friends for all their support and prayers over the years. Chief Holland addressed the members of the Police Department and promised to always do her best for every member of the department and our community. Chief Holland was joined by the City Commission in congratulations.

3.E Retirement of Fire Department Chaplain Peter Zieg

Staff requests recognition of retired Fire Department Chaplain Peter Zieg.

Fire Chief Jim Walls thanked Retired Police Chief Jeff O'Dell for his service and congratulated new Chief Betty Holland; he looks forward to continuing the partnership with the Police and Fire Departments.

Chief Walls commented on Pastor Pete Zieg who is retiring after 32 years of dedicated and caring service to the Kissimmee Fire Department and our citizens. Pastor Zieg is the son of a career firefighter who retired as a deputy fire chief. He built a successful business working with fire extinguishers and moved to Kissimmee in 1975 to become the Pastor of Trinity Lutheran Church; he remained there until his retirement in 2004. Pastor Zieg's first interaction with the Fire Department was performing a wedding ceremony for fire employee, Mike O'Dowd, and later he was asked to work on the dedication of Station # 1 (now # 11) to Joseph Rinaldi. Twenty-two (22) years later he assisted with the dedication of Station # 13 for Larry Brown. Pastor "Pete" was with the Kissimmee Fire Department more than 33 years and during that time he performed many weddings, funerals, and

facility and equipment dedications. He has been an asset to the Kissimmee Fire Department and touched many lives.

Pastor Zieg spoke about his relationship with the City and stated it has been a wonderful ride and he has enjoyed serving in many capacities and was honored to be included in the Fire Department family.

Chief Walls presented Pastor Zieg with a retirement watch on behalf of the City of Kissimmee.

3.F Employee of the Month for May - Michael Kane

That the City Commission join the City Manager in recognizing Michael Kane, Fire Department, as May's Employee of the Month.

City Manager Steigerwald introduced Fire Engineer Michael Kane who has been with the City for eighteen (18) years. He is the Engineer for Station # 14 and also a Paramedic and Firefighter. Above and beyond that, he has taken the initiative to get all pre-plans for commercial businesses ready so when a fire crew arrives on scene, they are prepared with a plan of attack to fight a fire. This is above and beyond his job requirements and is a process that will benefit our citizens and the Fire Department.

City Manager Steigerwald mentioned that approximately fifteen (15) years ago, Michael was on light duty and was scheduled to work in Human Resources. He made an impression on all the staff in City Hall for being helpful and coming up with many ideas that have been implemented over the years. City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads, they are nominated by their co-workers and selected by a committee of peers from all departments in the City and there is no greater honor.

Engineer Kane thanked those who nominated him and stated it is a privilege and honor to serve and he is humbled by the applause and recognition. He enjoys going out and speaking with our citizens and loves the Fire Department.

3.G Service Awards for January, February and March

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

City Manager Steigerwald presented employees in attendance with their service awards:

Five Years - Betty Holland

Ten Years - Kristina Chavarria

Fifteen Years - Ian Downing

Twenty Years - Alberto Aponte

Those who were not in attendance will receive their service awards at a later date: Five Years; Michael Colon, Edwin Garcia, Felix Pinto, Brad Renner, Danny Schad, Oscar Sosa, Dennis Vazquez. Ten Years; Nigel Hoyt, Yokeenba Jenkins, Paul McCrimon, Jeff O'Dell. Fifteen Years: Matt Fitzgerald, Elisabeth Richter-Belote, Holly Sparklin. Twenty Years: Jeremy Christ, Todd Pascual, Travis Yates. Twenty-Five Years: John McCommon

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance # 23-03 - Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of the Proposed Ordinance # 23-03 for the Firefighters Retirement Plan.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-03 by title.

City Manager Steigerwald informed the Commission the requested changes are to update the Internal Revenue Code relating to pre-retirement death language, minimum distribution age, ability to use discretion when seeking to recover inadvertent over payments, and options for prepayment for prior military service. There is no financial impact to the plan as advised by the plan's actuary.

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

Commissioner Castano made a motion to approve the First Reading of Proposed Ordinance #23-03. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Olga Gonzalez, Commissioner Carlos Alvarez, Commissioner Olga Castano, Commissioner Angela Eady, Commissioner Janette Martinez

NAY: None

Motion carried 5 - 0.

4.B Public Hearing - First Reading - Proposed Ordinance # 23-04 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS;

AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT;
AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR
SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT
HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of the Proposed Ordinance # 23-04 for the General Employees Retirement Plan.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-04 by title.

City Manager Steigerwald informed the Commission this proposed ordinance is similar to the previous agenda item and includes updates to the Internal Revenue Code on minimum distribution age, pre-retirement death language, discretion on collecting inadvertent overpayments, and allows for payment options for prior military service. The General Pension Actuary has determined there is no impact to the plan and as a result, staff recommends approval after holding the Public Hearing.

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

Commissioner Olga Castano made a motion to approve the Public Hearing. Commissioner Carlos Alvarez seconded the motion.

AYE: Mayor-Commissioner Olga Gonzalez, Commissioner Carlos Alvarez, Commissioner Olga Castano, Commissioner Angela Eady, Commissioner Janette Martinez

NAY: None

Motion carried 5 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance # 23-05 - Amending Chapter 22-26,
Article II: Noise

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA;
AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE
WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); PROVIDING FOR
SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR
AN EFFECTIVE DATE.

Requesting approval of minor amendments to Section 22-26 of the Noise Ordinance.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-05 by title.

City Manager Steigerwald stated this is a First Reading for minor amendments for the Noise Ordinance originally passed in February of this year.

Planner Ashley Cornelison explained the minor modifications to Section 22-26 as the enforcement section of the Noise Ordinance. Removing Subsection "B" which erroneously left due to a scriveners' error. The second change is the language relating to the Special Magistrate which is being changed to City Hearing Officer so both the City Police and Code Enforcement can work together on this process. Staff recommends approval of the First Reading.

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

Commissioner Eady moved to approve the First Reading of Proposed Ordinance # 23-05.
Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Olga Gonzalez, Commissioner Carlos Alvarez, Commissioner Olga Castano, Commissioner Angela Eady, Commissioner Janette Martinez
NAY: None

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

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

Motion carried 5 - 0.

- 7.A Approval of the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park
The Parks and Recreation Department is requesting the Commission approve and the Mayor sign the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park and authorize the City Manager to approve any further amendments to this License Agreement.
- 7.B Approval of Grant Agreement B-22-CP-FL-0261 between the U.S. Department of Housing and Urban Development (HUD) and the City of Kissimmee for the Berlinsky House Reconstruction Project
Approval to accept a grant agreement for the award amount of \$1,000,000 for the FY2022 Community Project Funding (CPF) award made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).
- 7.C Kathy's Corner - Final Plat (DRC# SR-22-0012)
Approval of the final plat known as Kathy's Corner.
- 7.D Approval to accept Interlocal Agreement between City of Kissimmee and Overoaks Community Development District relating to the Right-of-Way Maintenance Agreement for Landscaping
Approval of an interlocal agreement between the City of Kissimmee and Overoaks

Community Development District (CDD) regarding the maintenance of improvements within the City right-of-way.

7.E Disposal of City Assets

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

7.F First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for Land Development, LLC at Patrick Street

Request Commission approval of a First Right of Refusal to Lease Airport Property with Land Development, LLC.

7.G First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for T28, LLC at Aviation Way

Request Commission approval of a First Right of Refusal to Lease Airport Property with T28, LLC.

7.H Budget transfer for the Building Division to cover credit card processing cost for FY2023

The City Commission authorize a budget transfer from the Building Fund Reserves to the Other Contract Service line item to pay for credit card processing fees.

8. DISCUSSION ITEMS

8.A Social Services Funding Awardee Update - Help Now of Osceola, Inc.

Help Now will provide an update to the Commission on the impact of City of Kissimmee funding on their services and ongoing agency needs.

Tammy Douglas, Executive Director of Help Now made a PowerPoint Presentation (Exhibit "A") and reviewed the information provided. She expressed her gratitude for the support of the City and City Commission.

Commissioner Martinez commented on a visit to the shelter and how impressed she is with the services that are provided.

8.B KUA Board of Directors Appointment

Consideration of Appointment to KUA Board of Directors due to an unforeseen vacancy.

City Manager Steigerwald reviewed the request from the Kissimmee Utility Authority (KUA) to appoint Ethel Urbina to fill the remaining term of the position vacated by Raymond Sanchez. The KUA Board of directors is currently in the process of interviewing candidates to fill Ms. Urbina's position and recommends this change.

Commissioner Castano made a motion to appoint Ethel Urbina to the vacancy left by Raymond Sanchez. Commissioner Eady seconded the motion.

Motion carried 5-0.

8.C Advisory Board Vacancy - Planning Advisory Board

The Commission is requested to make an appointment to fill the vacancy on the Planning Advisory Board.

Commissioner Alvarez made a motion to appoint Alexander Alemi to the Planning Advisory Board as a Resident. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

Commissioner Alvarez made a motion to appoint Manuel Gomez to the Parks and Recreation Advisory Board. Commissioner Eady seconded the motion.

Motion carried 5 - 0. (This motion was later withdrawn)

City Manager Steigerwald asked the Commission to clarify the second appointment made by Commissioner Alvarez for the Parks and Recreation Board. City Clerk Hansell was asked for clarification and explained that Commissioner Alvarez does not currently have a board member vacancy for appointment.

Commissioner Alvarez made a motion to withdraw his original motion for the appointment of Manuel Gomez to the Parks and Recreation Advisory Board. Commissioner Eady endorsed that motion and Commissioner Castano seconded the motion.

Motion carried 5 - 0.

8.D Annual Advisory Board vacancies with terms ending May 31, 2023

The Commission is requested to make appointments or reappointment for members to boards with terms ending on May 31, 2023.

After a brief discussion, City Attorney Sanchez de Fuentes informed the Commission that since all members would like to be reappointed, a joint vote could be made for the reappointments.

Commissioner Alvarez made a motion to reappoint Carlos Angarita (Board of Adjustment), Joseph Billittier, David Bracy, Kristen Camero (Citizen Police Review Board), Kimberly Murray, Adriana Serrano (Historic Preservation Board), Hannan M. Khan, Seewat "David" Anderson (Parks and Recreation Advisory Board), and Robert A. Bussiere (Planning Advisory Board). Commissioner Castano seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Mike Steigerwald reminded the Commission of the Groundbreaking Ceremony for "The Allen", which is the apartments in the first phase of the Beaumont Project. The ceremony will be held on Thursday, May 3, 2023 at 12:30 p.m. The Cuban Sandwich Festival is being held on Sunday, May 7, 2023, in Lakefront Park. And the final item is the Transportation Summit for roadway construction being hosted by Osceola County and the Florida Department of Transportation; the event will be held on Tuesday, May 9, 2023 at 10:00 a.m. at the Kissimmee Civic Center.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano encouraged everyone to have a wonderful evening.

Commissioner Alvarez wished everyone a happy Cinco de Mayo and encouraged everyone to celebrate in a positive way and get home safely.

Commissioner Martinez questioned whether there is anything the City can do to assist employees who have children in summer camps with the financial responsibility. City

Manager Steigerwald asked Parks and Recreation Director, Steve Lackey, if there was any help offered to employees. Director Lackey was in the audience but was not on audio. City Manager Steigerwald stated for the record that the City does offer programs for employees and they also get first chance to register for the camp programs.

Commissioner Martinez asked if the Commission could bring back the video project that allowed Commissioners to participate in informing the public of City projects, programs, and services. City Manager Steigerwald confirmed that it is possible with Commission consensus. Commission consensus was confirmed and City Manager Steigerwald will bring back a recommendation to the Commission on how to revive the program.

Commissioner Martinez requested the Commission meet in Workshop Session to discuss ways for the Commission to promote programs and services that are not sanctioned by the City. She stated we need to look at ways to get help for the citizens in the community.

Commissioner Martinez further continued and invited everyone to attend the free event being held at the Kissimmee Civic Center on May 6, 2023, from 11:00 a.m. to 3:00 p.m. All non-profits have been invited to attend and provide information to the public.

Commissioner Martinez concluded her comments by announcing to the public that the City website is being updated and you can comment on the functions.

Mayor Gonzalez wished everyone a great night and a wonderful week.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:11 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
PowerPoint Presentation
Help Now of Osceola
Item 8.A



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
KISSIMMEE UTILITY AUTHORITY (KUA) BOARD INTERVIEWS
CITY OF KISSIMMEE
CITY HALL, INTERNATIONAL CONFERENCE ROOM
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 16, 2023 AT 5:00 PM**

1. MEETING CALL TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III (arrived 5:21pm) Janette Martinez

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Clerk Tameara Crespo

Members Absent: City Clerk Linda Hansell

Mayor Gonzalez called the meeting to order at 5:00 PM.

2. KISSIMMEE UTILITY AUTHORITY BOARD INTERVIEWS

2.A Interview Kissimmee Utility Authority (KUA) Board Candidates

Mayor Gonzalez welcomed the applicant and briefly explained the process. Each Commissioner and the Mayor read questions to each of the candidates.

5:00 P.M. REGINALD HARDEE

Mr. Hardee's interview started at 5:07 p.m. He was asked questions by the Commission regarding his previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should he be selected to serve on the Board. The applicant highlighted his previous experience working with the State and his past tenure as a KUA Board member. Mr. Hardee highlighted his work and volunteer experience that included his advanced knowledge of many facets of government, including the Sunshine Law, drafting public policy, involvement with non-profit organizations and community events. Mr. Hardee summarized his opinions, goals, priorities, and objectives for the implementation of smart energy and keeping utility bills as low as possible.

(Commissioner Alvarez entered the room at 5:21 p.m.)

5:15 P.M. WALTER GUILTY

Mr. Guity's interview started at 5:21 p.m. and he was given the opportunity to answer questions presented by the Commission regarding strategies, objectives, past work experience, and his general background as provided on his resume and application. Mr. Guity discussed his work experience and desire to implement solar panels in the community and his involvement in work force development, training, and his ability to be a strong advocate for members of his community.

5:30 P.M. ROBERTO MEDINA MONTERO

Mr. Medina Montero's interview began at 5:27 p.m. Upon introductory remarks, Mr. Montero was not able to continue with the public meeting in English. He explained (in Spanish) that he did not have a translator available. City Attorney Sanchez de Fuentes reminded the Commission that public meetings must be conducted in English and the City does not provide translators.

Commissioner Martinez translated the comments made by the City Attorney and explained the interview could not commence. She apologized for the inconvenience and Mr. Montero exited the room.

The Commission engaged in discussions relevant to the attributes and responses of applicant Reginald Hardee and applicant Walter Guity.

Mayor Gonzalez made a motion to appoint Reginald Hardee to the Kissimmee Utility Authority Board of Directors. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 5:32 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 16, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, 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, Deputy City Clerk Tameara Crespo

Members Absent: None.

Staff Absent: City Clerk Linda Hansell

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In of New Police Officers

Swearing in and administering oaths to four new police officers.

Police Chief Betty Holland administered the oath of office to Police Officers: Melissa Guitonez, Eliezer Vazquez, Olajuwon Bynoe, and Austin McLeod.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 23-03 - Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance # 23-03 for the Firefighters Retirement Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3071 by title.

City Manager Steigerwald advised the Commission the changes will update the Internal Revenue (IRS) Code relating to the pre-retirement death language, minimum distribution age, and the ability for the board to allow for discretion when seeking to recover inadvertent over payments as well as options for prepayment for prior military service. There is no cost to the plan as advised by the plan's Actuary.

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

Commissioner Castano moved to approve Ordinance # 3071. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance # 23-04 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance # 23-04 for the General Employees Retirement Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3072 by title.

City Manager Steigerwald advised the Commission this is similar to the changes to the Fire Pension and will make the necessary changes to update the requirements of the Internal Revenue Code as well as providing payment options for prior military service, minimum distribution age, and pre-retirement death language. The General Pension Actuary has determined there would be no impact to the plan and therefore staff

recommends approval after holding the Public Hearing.

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

Commissioner Martinez moved to adopt Ordinance #3072. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.C Public Hearing - Second and Final Reading - Proposed Ordinance # 23-05 - Amending Chapter 22-26, Article II: Noise

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Requesting approval of minor amendments to Section 22-26 of the Noise Ordinance.

City Attorney Sanchez de Fuentes read Ordinance # 3073 by title.

Planner Ashley Cornelison reviewed the requested amendments to the Noise Ordinance which include removing the appeals requirements and replacing the Special Magistrate with a Hearing Officer to allow the Police Department and Code Enforcement to follow their respective processes. If approved, the ordinance will take effective May 22, 2023. Staff recommends approval.

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

Commissioner Alvarez moved to adopt Ordinance #3073. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Mr. Aaron Sabino, 19 N. Beaumont Avenue, Kissimmee, addressed the Commission with comments relating to land development, planning, code enforcement, economic growth, and historic preservation. Mr. Sabino felt Code Enforcement needs to address trash and debris in the City. He would like to see employment opportunities and not just apartments being built in the City. He does not feel our economy can be dependent on Disney. He would also like to see plans for the future and not just for the current generation. Mr. Sabino urged the Commission to listen and to take into consideration how it will effect the residents of community.

City Manager Steigerwald followed up with comments, agreeing with many of Mr. Sabino's sentiments and confirmed that the City is committed to revitalization and dense development of downtown, economic growth, and keeping Kissimmee as a place to live and work. City Manager Steigerwald stated he would be happy to sit with Mr. Sabino and discuss these initiatives in more detail.

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the April 18, 2023 meeting

Request Commission approval of the April 18, 2023 Commission Minutes.

7.B Second Amendment to the Community Development Block Grant (CDBG) Contract - Hudson Street Public Improvements

Approve the Second Amendment to the CDBG Contract with DB Civil Construction, LLC for the Hudson Street Improvement Project.

7.C Small Matching Grant through the Florida Division of Historical Resources

Requesting City Commission approval to apply for a Small Matching Grant through the Florida Division of Historical Resources.

7.D Approval to award RFI 22-042 for Alcohol Beverage Service Vendors for Kissimmee Civic Center and Kissimmee Lakefront Park to Events by John Michael Inc. and Big John's Rockin' BBQ

Approval to award RFI 22-042 for Alcohol Beverage Service Vendors for Kissimmee Civic Center and Kissimmee Lakefront Park to Events by John Michael Inc. and Big John's Rockin' BBQ and allow the City Manager to sign any additional documents or amendments regarding this contract.

- 7.E Amendment 1 to Federal Aviation Administration Grant Agreement for Airport Electrical Vault Project
Request City Commission approval of an Amendment to the Federal Aviation Administration AIP Grant for Airport Electrical Vault Project in the amount \$387,204.00.
- 7.F Approval to accept a Federal Aviation Administration (FAA) Airport Grant to Conduct Environmental Assessment for Federal Contract Control Tower
City Commission approval to accept an FAA Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Agreement of \$75,501 to Conduct Environmental Assessment for the Federal Contract Control Tower at the Kissimmee Gateway Airport.
- 7.G Approval to apply for Federal Aviation Administration Grant for the Design of Taxiway Delta Improvements
Request City Commission approval to apply for a Federal Aviation Administration Grant to fund an Airport Improvement Project: “Rehabilitate, Mark, Light Taxiway Delta & RIMS – Design and Permitting Engineering” at Kissimmee Gateway Airport.
- 7.H Authorization to submit an application for the 2023 Patrick Leahy Bulletproof Vest Partnership Program from the U.S. Bureau of Justice Assistance
Authorization to submit an application for the 2023 Patrick Leahy Bulletproof Vest Partnership Program from the U.S. Bureau of Justice Assistance.
- 7.I Budget Adjustment in the State Housing Initiatives Partnership (SHIP) Fund
Approval to accept recaptured funds in the amount of \$19,367.22 and adjust the SHIP budget accordingly.
- 7.J Professional Service Agreement with Avcon, Inc., to conduct Environmental Assessment for Federal Contract Air Traffic Control Tower
Staff requests Commission approval of Task Order No. 1 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, to conduct an environmental assessment for the construction of a new federal contract control tower.
- 7.K Approval of a Resolution to Accept a Public Transportation Grant Agreement from the Florida Department of Transportation for the Air Traffic Control Tower Environmental Assessment
Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Air Traffic Control Tower (ATCT) Environmental Assessment (EA) at the Kissimmee Gateway Airport.
- 7.L Approval of a Resolution to Accept a Public Transportation Grant Agreement from the Florida Department of Transportation for the Business Airpark Improvements
Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Business Airpark Development (Phase II) at Kissimmee Gateway Airport.
- 7.M Memorandum of Understanding with T28, LLC, for Grant Agreement Financial Obligation
Request Commission approval of a Memorandum of Understanding with T28, LLC, for Financial Obligation for the FDOT Public Transportation Grant Agreement (PTGA).

8. DISCUSSION ITEMS

None.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Mike Steigerwald, announced the appointment of Reginald Hardee to the Kissimmee Utility Authority Board of Directors (KUA). Public interviews and a vote of the City Commission took place at the meeting held tonight at 5:00 p.m. in the International Conference Room at City Hall.

9.B CITY ATTORNEY

None.

9.C CITY COMMISSION

Commissioner Castano wished everyone a good night.

Commissioner Eady congratulated Reginald Hardee on his appointment to the KUA Board. She detailed her recent experience attending a CPR class with firefighters and her future plans to partner with the Kissimmee Police Department for a self-defense class. Commissioner Eady encouraged the audience to get involved in the community and announced her partnership plans for a faith-based festival working with Ms. Yohanna Cruz and she invited Mayor Gonzalez to join.

Commissioner Alvarez encouraged the audience to attend Pridefest on June 3, 2023 at 12:00 p.m. and congratulated the four new Police Officers that were sworn in tonight.

Commissioner Martinez announced that on May 6th she attended a magnificent community resource event. She remains grateful for the support of the City and all the organizations that allow us to serve our community.

Mayor Gonzalez announced there will be a peaceful demonstration and a picnic on May 27, 2023 at the Marydia Community Center. The Kissimmee Police Department and Osceola County Sheriff's Office will partner to focus their efforts on youth in the community and fostering positive relationships with local law enforcement.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:21 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Approval of Agreement with RMPK Funding Inc. for Professional Grant Writing Services

Request

Staff requests for the Commission to approve and the Mayor to sign the Agreement with RMPK Funding, Inc. for Professional Grant Writing Services. Additionally, staff requests that the Commission authorize the City Manager to sign and execute any option to renew the agreement.

Explanation

The Parks and Recreation Department and other City Departments from time to time have the need to engage with consultants for professional grant writing services. On several occasions, the City has successfully worked with RMPK Funding, Inc. for grant writing and grant management services. Currently, RMPK Funding Inc. has entered into a contract following a competitive bidding and selection process with the City of Wildwood, Florida. Pursuant to the City's purchasing regulations, the City may "piggyback" or procure services through a cooperative agreement with another State of Florida municipality. The Parks and Recreation Department wishes to enter into an agreement with RMPK Funding, Inc. for Grant Writing Services piggybacking off the City of Wildwood agreement effective through August 29, 2025.

Recommendation

Staff recommends that the Mayor sign the agreement with RMPK Funding, Inc. for professional Grant Writing Services, and the Commission to authorize the City Manager to sign and execute any option to renew the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) Agreement RMPK Grant Writing Services
2. Exhibit A Wildwood Grant Writing Services RFP
3. Exhibit B 2022- Wildwood Agreement- Signed Contract plus Response

**AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
RMPK FUNDING, INC
FOR PROFESSIONAL GRANT WRITING SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “CITY”, and **RMPK FUNDING, INC.**, whose address is 601 Heritage Drive #402, Jupiter, FL 33458, hereinafter “CONSULTANT”, collectively hereinafter the “Parties”, and each represents as follows:

WITNESSETH

WHEREAS, the City is in need of a Consultant to provide professional grant writing services from time to time; and

WHEREAS, Pursuant to the City’s Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, the City of Wildwood entered into a contract with Consultant following a competitive bidding and selection process, RFP # 2022-05, hereinafter the “RFP”, which is attached hereto and incorporated herein as “Exhibit A,” on August 29, 2022, hereinafter the “Master Agreement,” which is attached hereto and incorporated herein as “Exhibit B;”

WHEREAS, the Master Agreement incorporates the RFP which specifically provides that at Consultant’s option, “the submission of any bid in response to this [RFP] constitute a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its ... cities;” and

WHEREAS, the Parties have determined that it is economically advantageous and in the best interest of the Parties to enter into contract to provide grant writing services from time to time (hereinafter “this Agreement”); 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. **SERVICES.** Consultant will provide professional grant writing services (hereinafter “Services”) that are further defined in the documents titled “Implementation of the Scope of Services, Our Methodology,” “Grant Preparation,” “Grant Administration,” and

“Strategic Planning,” which are included in Exhibit B, on an as needed basis upon receiving a Tasking Assignment email from the City representative designated in Paragraph 20, titled “Notice.” The City shall pay Consultant for Services the amount listed on Consultant’s “Bid Form,” which is included in “Exhibit B.” Should any other professional services be called for by City which are not otherwise set forth in this Agreement or any of its attachments or exhibits, compensations for such other professional services shall be agreed upon in advance by the Parties. Consultant may be required to provide additional services to City on challenges, public protests, administrative hearings or similar matters. Consultant shall be available to represent City, serve as an expert witness and provide supporting documentation as necessary.

3. **REPRESENTATIVES OF THE PARTIES.** Each Party shall designate in writing a person or persons to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the City's decisions. Consultant’s representative is listed in Paragraph 20, titled “Notice.” The City designates the Department Heads of each City Department as its representatives under this Agreement.
4. **TERM.** The term of this Agreement shall be from the time of execution of the contract through August 29, 2025, the date of the expiration of the current term of the Master Agreement, unless the Master Agreement is terminated. This Agreement may be renewed on an annual basis for two (2) additional consecutive one-year periods, if agreed to in writing by the Parties to the Master Agreement, at least sixty (60) days prior to the expiration of the Master Agreement, including any periods of renewal. The term of this Agreement does not relieve Consultant of any future responsibility as described in paragraph eight (8) of the Master Agreement.
5. **PAYMENT.** Consultant shall invoice City detailing all of Consultant’s services, expenses, and any other services utilized by City. Invoices shall be itemized and in accordance with Consultant’s “Bid Form,” which is included in “Exhibit B.” Upon review and approval of the Consultant’s invoice and verification that services have been rendered in conformity with this Agreement, the City, shall pay Consultant in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Consultant 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 Consultant shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
6. **PROVISION OF DOCUMENTS TO CONSULTANT.** Upon Consultant’s written request, City shall furnish or cause to be furnished such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and

Consultant may rely upon the same in performing the Services required under this Agreement.

7. **USE OF DOCUMENTS PREPARED BY CONSULTANT.** All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to City pursuant to this Agreement are and remain the property of City as instruments of service. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Consultant shall be made available to City upon request and shall be considered public records, pursuant to F.S.S. 119.0701.
8. **RETENTION OF RECORDS BY CONSULTANT.** Consultant shall keep all books, records, files, drawings, plans, and other documentation, including electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. City shall have the right to order, inspect, and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all the records of sub-Contractors (if any).
9. **INSURANCE.** Consultant will procure business insurance in the types of coverage and limits shown below. Evidence of insurance shall be supplied to City prior to commencement of Consultant's services in the form of a Standard Acord Form issued by the insurer or insurer's agent listing City as certificate holder. City shall be listed as additional insured on Consultant's Commercial General Liability and Comprehensive Automobile Liability insurance policies.
 - A. **Comprehensive General Liability:** \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - B. **Comprehensive Automobile Liability:** \$500,000 combined single limit (including hired and non-owned liability).
 - C. **Workers Compensation:** Statutory limits.
 - D. **Professional Liability Insurance:** Not less than \$1,000,000 per claim.

All policies must include that there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Consultant. Consultant waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against City and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Consultant or its subconsultants. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the

Consultant or its subconsultants. Where permitted by law, Consultant must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

10. **INDEPENDENT CONSULTANT.** This Agreement does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will maintain complete control of and responsibility for its employees, subconsultants, and agents. Consultant will also be responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other Party. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.
11. **CONFLICT OF INTEREST.** Consultant shall immediately notify City in writing pursuant to Paragraph 20, titled "Notice," of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the Services to be performed under this agreement.
12. **TERMINATION.**
 - a. Either Party may terminate this Agreement, at any time for its sole convenience by giving thirty (30) days written notice of termination to the other Party.
 - b. City may terminate this Agreement upon written notice to Consultant in the event Consultant 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 Consultant with notice of default or opportunity to cure:
 1. If City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to indemnification or insurance coverage.
 2. If City determines Consultant knowingly furnished any representation, warranty or certification in, which representation was materially false, deceptive, incorrect, or incomplete.

3. 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.
- d. Upon receipt of such notice of termination, Consultant 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.
 - e. There shall be no termination charges for services not yet provided. City will be responsible for payment of authorized services already provided by Consultant but not yet invoiced, and reasonable costs incurred to cancel any orders for material, services, etc. already placed prior to termination, provided such services have been approved by the City. Upon payment of Consultant's claims, City shall be entitled to services paid for.
 - f. Before assuming any payment obligation under this section, City may inspect Consultant's work in process and audit all relevant documents prior to paying Consultant's invoice.
 - g. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, Consultant shall not be compensated in any way for any work done after receipt of City's notice, nor for any costs incurred by Consultant's suppliers or subconsultants after Consultant receives the notice, nor for any costs Consultant could have reasonably avoided.
13. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.
14. **FUNDING.** The obligation of City for payment to the Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
15. **BREACH.** Failure of Consultant 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 12, titled "Termination" above.

16. **ASSIGNMENT.** City and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party to this Agreement, in respect to all covenants of this Agreement; and neither City nor Consultant shall assign or transfer their interest in this Agreement without the prior written consent of the other party.
17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
18. **VENUE AND ATTORNEY'S FEES.** Consultant specifically agrees that any action brought for the enforcement, construction, or interpretation of this Agreement shall be maintained in the County or Circuit Court in and for Osceola County, Florida. Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against City in any other State Court, Federal Court or administrative tribunal. Each Party waives the right to attorney fees in any action to enforce this Agreement.
19. **WAIVER.** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of 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.
20. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or delivered personally at the Parties mailing address below:

Notice to CITY:

Mike Steigerwald
City Manager
101 N. Church Street
Kissimmee, Florida 34741

Notice to Consultant:

24. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.
25. **PUBLIC RECORDS LAW.** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 19, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011 (2), Consultant agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. If the City's Custodian of Records requests records from Consultant, Consultant shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records 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.
3. 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 Consultant does not transfer the records to the City.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Upon notice to Consultant of a request to inspect or copy public records relating to a City's contract for services, Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If 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.
6. 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.

If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant'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.

26. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, Consultant 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. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the Services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order

for Consultant to provide the Services required by this Agreement. 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. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subconsultants performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subconsultant during the term of this Agreement. If Consultant enters into a contract with a subconsultant performing work or providing services on its behalf, Consultant shall also require the subconsultant to provide an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Every Consultant shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Consultant may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

29. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Consultant 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 Consultant has submitted false certification, City shall provide Consultant with written notice of its determination. Consultant 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.

30. **NONDISCRIMINATION.** Consultant 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.

31. **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.

32. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[Signature page to follow.]

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

~~RMPK FUNDING, INC.~~

By: BJS

Title: President

Date: 5/3/23

Witness as to RMPK Funding, Inc.:

By: Karen Clark

Title: Grant Specialist

Date: 5/3/23

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney



**REQUEST FOR PROPOSAL
for
Professional Grant Writing Services**

RFP # 2022 - 05

**City of Wildwood
100 N Main Street
Wildwood, FL 34785**

**352-330-1343 (Phone)
352-330-1353 (Fax)**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the “CITY” OF WILDWOOD. If the “CITY” OF WILDWOOD finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	March 24 th , 2022
Last Day for Questions	April 8 th , 2022
Addendums Posted (If Necessary)	April 13 th , 2022
Submission Deadline	April 21 st , 2022
Selection Committee Meeting	April 27 th , 2022
Vendor Presentations	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the “CITY” OF WILDWOOD at “CITY” Hall located at 100 N Main Street, Wildwood, Florida 34785 until 11:30 am on April 21st, 2022. Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by April 8th, 2022, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1353 Attention: Jeremy Hockenbury, Director of Public Works or via email to jhockenbury@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby “CITY” OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Thomas Ridgewood, Assistant Public Works Director; Casandra Smith, Assistant City Manager; Amanda Salazar, Parks and Recreation Director; Mark Odell, Utilities
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the “CITY” Clerk’s Office for the “CITY” OF WILDWOOD, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the “CITY” Clerk’s Office, “CITY” Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD’S WEBSITE (WWW.WILDWOOD-FL.GOV) AND “DEMANDSTAR” FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ▣ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”’s original submittal packet.
- ▣ RFP Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the “VENDOR”.
- ▣ Tab A – Statement of Interest
- ▣ Tab B – “VENDOR” Profile (Form 1)
- ▣ Tab C – Team Composition and Resumes
- ▣ Tab D – Bid Form (Form 2)
- ▣ Tab E – Illustrative Work (Form 3)
- ▣ Tab F – References
- ▣ Tab G – Additional Information
- ▣ Tab H – Additional Required Documents
 - Proposer’s Certification / Addenda Acknowledgement Form
 - Proposal Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - Hold Harmless Agreement
 - A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida (“CITY”) is interested in selecting qualified firms or individuals (“VENDOR”) that can provide the required services pursuant to Section 287.057, Florida Statutes. The “CITY” requests that qualified “VENDOR”s submit letters of interest and proposals for consideration. The “CITY” may select, or not select, at their sole discretion, any Contractor that the “CITY” feels will best address their needs.

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the “VENDOR” will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective “VENDOR” must submit a complete response as required by the RFP checklist of items found in Part 1. “VENDOR” must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The “CITY”s intent is to minimize the cost to “VENDOR” s who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your “VENDOR”s suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The “VENDOR” will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the “CITY”. Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY”, the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the

respondents and will make no payment for any costs associated with the preparation or submission of these proposals.

- **Equal Employment Opportunity:** During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “VENDOR” will be bound by such addenda, whether or not received by him/her. It is the responsibility of each “VENDOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The “VENDOR” is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal forms in the space provided for the signature. If the “VENDOR” is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the “VENDOR”’s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The “VENDOR” shall state in the Proposal Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the “CITY” of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the “CITY” of Wildwood funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The “CITY” of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. **This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.**

PROTECTION OF RESIDENT WORKERS

The “CITY” of Wildwood actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee’s eligibility to work in the U.S. upon demand by the “CITY” of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY”, as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the

threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the "CITY" determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded "VENDOR", the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

PART 3 - SCOPE OF SERVICES

The City of Wildwood is requesting proposals from individuals or firms to provide grant writing and administration services for eligible projects in Fiscal Year 2023, 2024 and 2025. Grant services may include, but are not limited to, such grants as, Florida Recreational Development Assistance Program(FRDAP), Recreational Trails Program(RTP), Land and Water Conservation Fund(LWCF), Florida Boater Improvement Program(FBIP), Energy and Efficiency Grants(DOE), Historic Preservation Grants, Florida Community Trust- Florida Forever Program(FCT), Federal Emergency Management Agency grants(FEMA), Department of Environmental Protection Grants, State Revolving Fund(SRF), Water Management District Cooperative funding, Non-point Pollution/TMDL Grants(FDEP), Florida Department of Transportation(FDOT), community Development Block Grant(CDBG), special appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources. The proposer shall provide a grant application cost of listed programs along with cost associated with the administration of awarded grants. Grant writing and administration fees outside the identified programs may be negotiated on a case-by-case basis as a lump sum or percentage of the awarded grant.

1. Grant writing services shall include, but are not limited to, reviewing the existing project information, background data and other information available to develop a complete application for the City, providing recommendations on content and approach in the application; advising the City on mixing and leveraging of funds (if any); identifying any needs for application enhancement or backup documentation; writing the complete grant application for City comment and use in requesting funds; providing technical assistance to City staff in follow up to the application submittal to address any City questions.
2. Grant/loan program management services shall include, but not be limited to: conducting review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, developing required public record systems, Davis-Bacon record-keeping requirements, advising and managing any required technical services or criteria, developing appropriate agency reports, schedules and certifications, coordinating and conducting any required public input, providing reports and technical assistance, and developing any annual and closeout agency submissions.

CRITERIA FOR SELECTION OF FIRMS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked firm shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with requirements.

PART 4 - EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the “CITY” of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Costs Proposed	20
Total:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the “CITY”’s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top “VENDOR” to the “CITY” Commission for approval. The “CITY” of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the “CITY” OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written “CITY” OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the “CITY” OF WILDWOOD and the matter cannot be resolved to the satisfaction of the “CITY” OF WILDWOOD, the “CITY” OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The “CITY” OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The “CITY” OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the “CITY” OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the “CITY” of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any “CITY” employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final “CITY” OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the “CITY” OF WILDWOOD except as expressly authorized by the “CITY” OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent’s proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any “CITY” OF WILDWOOD employee. Only those communications that are in writing from the authorized “CITY” OF WILDWOOD point of contact, Jeremy Hockenbury shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the “CITY” OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the “CITY” OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The “CITY” OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The “CITY” OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the “CITY” of Wildwood, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the “CITY” of Wildwood, a COI will be required. Work is defined as any service provided to the “CITY” of Wildwood by a “VENDOR”/Contractor who must access “CITY” property in order to provide the service(s). The requirements contained herein, as well as the “CITY”'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow-Form” basis, or the “CITY” OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than

\$2,000,000. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured under the Contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify and hold harmless the “CITY” OF WILDWOOD and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the “CITY” OF WILDWOOD, the Contractor shall, when requested by the “CITY” OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the “CITY” OF WILDWOOD, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the “CITY” OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the “CITY” OF WILDWOOD, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Contractor shall provide the “CITY” OF WILDWOOD with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the “CITY” OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the “CITY” OF WILDWOOD prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the “CITY” OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The “CITY” OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the “CITY” OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the “CITY” OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the “CITY” OF WILDWOOD shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the “CITY” OF WILDWOOD.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the “CITY” OF WILDWOOD has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG 2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the “CITY” OF WILDWOOD is endorsed as an Additional Insured, or Loss Payee, on the Builder’s Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy’s limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

“CITY” of Wildwood
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the “CITY”. At the option of the “CITY”, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The "CITY" shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

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

Neither approval by the "CITY" of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The "CITY" OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's proposals package deviates from these instructions, such proposals package may, in the "CITY" OF WILDWOOD's sole discretion, be rejected.

The "CITY" OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of “VENDOR”, Entity or Organization:	
Federal Employer Identification Number (FEIN):	
State of Florida License Number (If Applicable):	
Name of Contact Person:	
Title:	
E-Mail Address:	
Mailing Address:	
Street Address (if different):	
“CITY”, State, Zip:	
Telephone:	Fax:
Organizational Structure – Please Check One:	
Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation:	State of Incorporation:
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: _____	
Signature: _____	
Title: _____	
Phone: _____	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: "CITY" of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		"CITY" OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:		DUE TIME:		RFP # 2022-05
TITLE: Professional Grant Writing Services				
"VENDOR" NAME:			PHONE NUMBER:	
"VENDOR" MAILING ADDRESS:			FAX NUMBER:	
"CITY"/STATE/ZIP:			E-MAIL ADDRESS:	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature		_____ Date
<i>This form must be completed and returned with your Submittal</i>				

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals _____

Name of Person Submitting Proposals _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The “VENDOR” proposes and agrees, if this submission is accepted, to contract with the “CITY” of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The “VENDOR” agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.”

Signature

Date

RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: 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 proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____. Violation of this provision may result in disapproval of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the "CITY's" Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY's" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the _____ before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The "CITY" and/or its CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR's" are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR's" shall affirm "VENDOR" that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" to "VENDOR's" is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR's" or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY"SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the "VENDOR's" will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR's" are fully and completely responsible for the labeling, identification and delivery of their submittals. The _____ will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE "CITY" OF WILDWOOD, is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Next time is hereby established as the Official Time of the "CITY's".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR"" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY's" intent to select a "VENDOR" within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR's" shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY's" representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR's" approval – without the "VENDOR's" approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the _____. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The _____ is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the _____, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

***This document must be completed and returned with
your Submittal***

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the “CITY” of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers’ compensation insurance for all workers’ compensation insurance and employers’ liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the “CITY” representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ “VENDOR”-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

- 24

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted “VENDOR” list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the “VENDOR” of
(“VENDOR” *Name*) _____ whose address is
_____, and that I possess the legal authority to make this affidavit on behalf of myself and
the “VENDOR” for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the “VENDOR” have any conflicts of interest, real or
apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation,
“VENDOR”, or person submitting a bid proposal for the same services and is in all respects fair and without
collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

“VENDOR” Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20__

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary)

This document must be completed and returned with your Submittal

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This document must be completed and returned with your Submittal

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*):

Corporation	Partnership	Individual	Joint Venture
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Other	Describe:
-------	-----------

Florida Contractor License Number:

Expiration Date:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:	years
---	-------

Length of time your firm has provided services to governmental clients:	years
---	-------

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES	<i>(attach a detailed explanation)</i>	NO
-----	--	----

FORM 2

BID FORM

City Of Wildwood
Bid Sheet - Grant Writing Services

Grant Type	Application Cost (Lump sum or %)	Administration Cost (Lump sum or %)
Florida Land and Water Conservation Fund (LWCF)		
Florida Recreation Development Assistance Program (FRDAP)		
Energy and Efficiency Grants (DOE)		
Florida Department of Transportation (FDOT)		
Florida Boating Improvement Program (FBIP)		
Non-Point Pollution TMDL Grants (FDEP)		
Transportation Alternative Grants (TAP)		
Florida Communities Trust - Florida Forever Program (FCT)		
Recreational Trails Program (RTP)		
Water District Grant Program		
Florida Cultural Facilities Grant (DCA)		
Urban and Community Forestry Grant Program (DOF)		

Note: Costs associated with the grant application and administration can be identified as a lump sum or percentage of grant projects per line item. Additional space has been provided to allow for additional grant programs not identified on the list that consultant would like to include. If additional grant fee information is anticipated to be provided, please attach it to the form.

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
<u>Contractor Fees (In Thousands)</u>		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between "CITY" of Wildwood (hereafter referred to as "'CITY'"), whose address is 100 N Main Street, Wildwood, Florida 34785, and (hereafter referred to as "Contractor"), whose address is

RECITALS

WHEREAS, the "CITY" has need of professional services for grant writing and administrative services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2022 – 05. Request for Proposals for Professional Grant Writing Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-05.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.

- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-05 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all “venue privilege” and or “diversity of citizenship privileges” and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the “CITY” in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify “CITY” in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the “CITY”.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE “CITY”

FOR THE CONTRACTOR

Name: Jason McHugh

Name: _____

Address: 100 N Main Street, Wildwood, FL 34785

Address: _____

Title: “CITY” Manager

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

“CITY” OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____



June 3, 2022

RMPK Funding, Inc.
Attention: Ryan Ruskay, President
601 Heritage Dr. #402
Jupiter, FL 33458

Mr. Ruskay,

I am writing to thank you for your submission to the City of Wildwood's RFP for professional grant writing services. We were very impressed with your submission and are happy to notify you that your company has been selected to assist the City of Wildwood with grant applications. We are excited to work with you in the future. We would like to schedule a brief meeting with you (in person or video) to discuss upcoming opportunities. Please contact me at your earliest convenience to schedule a meeting. My contact information is listed below.

Sincerely,

Cassandra Smith
Assistant City Manager/CFO
City of Wildwood
(352) 661-6106
csmith@wildwood-fl.gov

The City of Wildwood, Florida
100 North Main Street, Wildwood, Florida 34785
352.330.1330 | Fax: 352.330.1338 | www.wildwood-fl.gov

CONTRACT

THIS AGREEMENT is made this 12th day of August, 2022, by and between "CITY" of Wildwood (hereafter referred to as ""CITY""), whose address is 100 N Main Street, Wildwood, Florida 34785, and **RMPK Funding** (hereafter referred to as "Contractor"), whose address is **601 Heritage Drive, #402, Jupiter, FL. 33458**

WHEREAS, the "CITY" has need of professional services for grant writing and administrative services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to **RFP # 2022 – 05. Request for Proposals for Professional Grant Writing Services**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-05.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on 8.29.2022 and continue in full force through 8.29.2025, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.

- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-05 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor, and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the "CITY" in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

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18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE "CITY"

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: "CITY" Manager

Date: 8.29.2022

FOR THE CONTRACTOR

Name: Ryan Ruskay

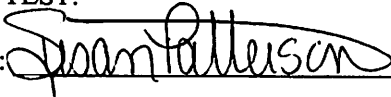
Address: 601 Heritage Dr. Jupiter, FL 33458

Title: President

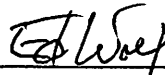
Date: 08/26/22

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: 

"CITY" OF WILDWOOD



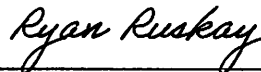
By: Ed Wolf, Mayor

Date Signed: 8.29.2022

ATTEST:

By: _____

Contractor



By: Ryan Ruskay, President

Date Signed: 08/26/22



City of Wildwood

Professional Grant Writing Services Proposal
RFP #2022-05



601 Heritage Drive, #402
Jupiter, FL 33458

RFP COVER PAGE

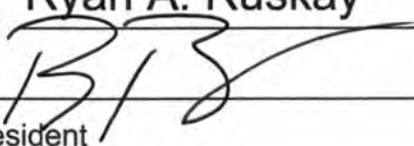
Name of "VENDOR", Entity or Organization: RMPK Funding Inc.	
Federal Employer Identification Number (FEIN): 02-0609342	
State of Florida License Number (If Applicable): N/A	
Name of Contact Person: Ryan A. Ruskay	
Title: President	
E-Mail Address: rruskay@rmpkfunding.com	
Mailing Address: 601 Heritage Dr. #402	
Street Address (if different):	
"CITY", State, Zip: Jupiter, FL 33458	
Telephone: (561) 745-2401	Fax: (561) 746-3380
Organizational Structure – Please Check One:	
Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation: 06/06/2002	State of Incorporation: Florida
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name:	Ryan A. Ruskay
Signature:	
Title:	President
Phone:	(561) 745-2401
<i>This document must be completed and returned with your Submittal.</i>	

Table of Contents

Tab A.	STATEMENT OF INTEREST	4
Tab B.	VENDOR PROFILE	6
Tab C.	TEAM COMPOSITION and RESUMES	7
Tab D.	BID FORM	11
Tab E.	ILLUSTRATIVE WORK	12
Tab F.	REFERENCES	17
Tab G.	ADDITIONAL INFORMATION	18
Tab H.	ADDITIONAL REQUIRED DOCUMENTS	
	a. Proposer's Certification / Addenda Acknowledgment Form	26
	b. Proposal Form	27
	c. Statement of Terms and Conditions	28
	d. Hold Harmless Agreement.....	29
	e. Notarized Drug Free Workplace Certificate	30
	f. Notarized Public Entity Crimes Form	31
	g. Notarized Conflict of Interest Disclosure Form.....	33
	h. Notarized Immigration Affidavit Certification	34
	i. A Certificate of Insurability (COI)	35
	j. E-Verify Documents.....	38
	k. Exceptions or Deviations (if applicable)	



April 20, 2022

City of Wildwood
100 N. Main Street
Wildwood, FL 34785

Re: RFP No. 2022-05, Professional Grant Writing Services

Dear City of Wildwood:

Enclosed please find our proposal for grant consulting services for the City of Wildwood. We are pleased to have the opportunity to submit this proposal for your review. In the past 20 years, we have successfully obtained 220 million dollars in grant funding, most of which has allowed our clients to develop a wide range of recreational and cultural projects. RMPK Funding is highly qualified to handle the grant writing and administration needs of the City of Wildwood for several reasons:

(1) Firm Experience - RMPK Funding understands the intricacies of researching, planning and obtaining funding from all types of public funding sources. We know the key people in local, state, and federal funding programs, and throughout the years, we have established excellent working relationships with them. We have had proven success in bringing millions of dollars to local communities as well as performing grant administration to bring projects to a successful completion.

(2) Key Personnel Qualifications - All members of our grant staff will comprise the core team available to the City of Wildwood. RMPK Funding is in the unique position of having a full-time grant staff that possesses unparalleled diversity and experience. Our core team members have worked directly with local, state, and federal officials on every level during the last two decades to maximize the amount of grant funding for our local communities throughout the State of Florida. The project manager for the City of Wildwood will be Ryan A. Ruskay. In addition to Mr. Ruskay, Anna Bonjour and Karen Clark will also be responsible for grant proposal and management services.

**601 Heritage Dr. #402
Jupiter, FL 33458
(561) 745-2401 www.rmpkfunding.com**

(3) Prime Location - RMPK Funding is firmly established throughout the State of Florida. One of the main goals of our firm is to establish good working relationships within the communities that we serve. We believe that our proven success in assisting communities throughout Central Florida and involvement within the community will create a beneficial working relationship. Our office, located in Jupiter, Florida, will be responsible for serving the City of Wildwood.

(4) Priority of Scheduling - We best meet the needs of our clients by making it a priority to accomplish our work within your schedule, not ours. Our goal is to provide you with our services in order for your staff to serve the community as they were originally intended. Additionally, we are cautious with the number of communities we serve simultaneously in order to devote a better quality of service to each.

(5) Local Knowledge - Understanding the needs of your community and staff is the most important aspect of our services. We have already completed preliminary research into the funding opportunities that are available for the City of Wildwood and are prepared to immediately begin serving the City upon request.

(6) Value - Bringing funds to local communities takes time and knowledge. We feel that the comprehensive grant services we offer in relation to our costs present the greatest value to your community. Please remember that our services not only bring tremendous grant opportunities but also allow your staff to devote more of their valuable time to serving the residents of the City of Wildwood.

Thank you for considering our proposal. Please feel free to contact me at 561-745-2401 or by email at ruskay@rmpkfunding.com.

Sincerely,



Ryan A. Ruskay, President
RMPK Funding

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*): RMPK Funding Inc.

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Contractor License Number: N/A

Expiration Date:

Office Location: 601 Heritage Dr. #402 Jupiter, FL 33458

Number of people in your organization: 4

Length of time the Contractor has been doing business under this name in Florida: 20 years

Length of time your firm has provided services to governmental clients: 20 years

Under what other name(s) has your firm operated: N/A

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts? No

YES (*attach a detailed explanation*)

NO

State of Florida

Department of State

I certify from the records of this office that RMPK FUNDING, INC. is a corporation organized under the laws of the State of Florida, filed on June 6, 2002.

The document number of this corporation is P02000062643.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of April, 2022*



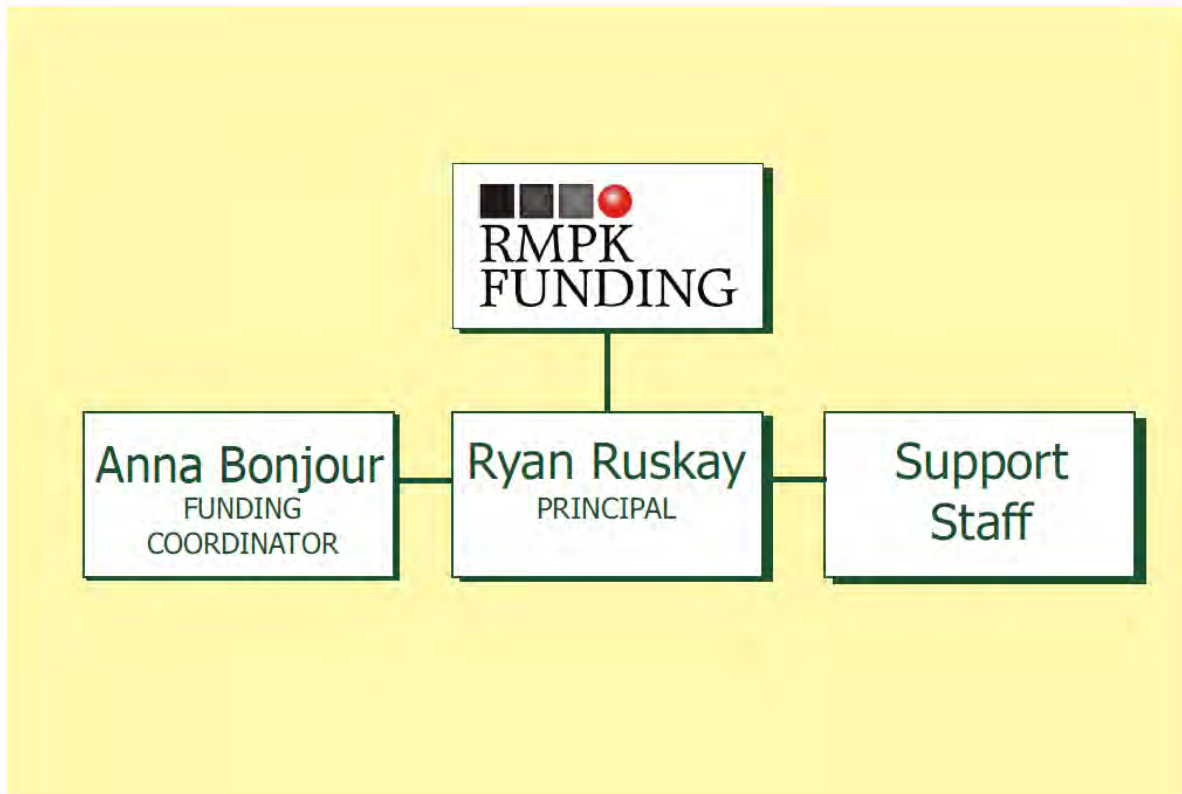
Ronald R. De
Secretary of State

Tracking Number: 4678488710CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

TEAM COMPOSITION AND RESUMES



Ryan A. Ruskay

President

Mr. Ruskay has more than 16 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining \$220 million dollars in the past 20 years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state and federal level. Mr. Ruskay's experience includes obtaining funding for land acquisition, transportation projects, cultural facilities, and public safety projects. In addition to assisting local communities throughout the state in obtaining funding for capital projects, Mr. Ruskay and the staff at RMPK Funding have developed Capital Improvement and Strategic Funding Plans for many of their clients.

Beginning his career with the State of Florida, Mr. Ruskay managed such programs as the Florida Recreational Development Assistance Program and the Florida Boating Improvement Program. Besides acting as Project Manager for hundreds of projects across the entire state, he has been actively involved in the evaluation and selection of State and Federal grant applications. This experience, combined with his relationships with many key funding coordinators on the local, state, and federal level, will ensure that the clients of the RMPK Funding have the best opportunity to receive funding.

MUNICIPAL PROJECTS FUNDED

Emergency Facilities Park
Land Acquisition Park
Facilities Recreation Grants
Social Services Stormwater
Improvements Sanitary
Sewer Systems Street &
Drainage Projects State
Revolving Fund Loans
Cultural Facilities Historic
Preservation Hurricane
Mitigation Urban
Reforestation Community
Development Block Grants

Activities related to the management of local, state and federal funding programs:

- Florida Recreational Development Assistance Program, Project Manager
- Land and Water Conservation Fund, Program Manager
- Recreational Trails Program, Project Manager
- Florida Boating Improvement Program, Program Manager
- Department of Environmental Protection's Legislative Line Item Program, Project Manager
- Corzo, Castalla, Carballo, Thompson, Salman, P.A., Coral Gables, Florida, Funding Director

Ryan A. Ruskay

President

Activities related to the evaluation of local, state and federal funding programs:

- 1998 - 1999 National Recreation Trails Program Council Member - Evaluated NRTPC applications and prioritized projects for funding. Funding originated from the federal government and was administered by the State.
- 1999 - 2001 FRDAP Evaluation Team Member - Participated in the evaluation of FRDAP applications. The Team determined scores for each project which resulted in a priority list that was presented to the Florida Legislature.
- Development of Capital Improvement Plans for the City of Oviedo, Town of Hypoluxo and the City of Key Colony Beach
- Development of Strategic Funding Plans for the Town of Bay Harbor Islands, Town of Jupiter, New Smyrna Beach CRA, City of Cocoa Beach CRA and City of Doral, City of Lenexa, Buckhead Greenspace Action Plan

Featured Speaker - Lectures on planning and obtaining funds for capital projects:

- Florida Finance Officers Association
- Florida Recreation and Parks Association
- Florida League of Cities
- Florida Institute of Park Personnel
- Florida Engineering Society

EDUCATION

Bachelor of Science, Political Science
Florida State University

ANNA M. BONJOUR

Funding Coordinator

PROFESSIONAL EXPERIENCE

Ms. Bonjour has extensive experience in non-profit management. Her expertise is in communications, logistics, and time management. She is also experienced in creating graphics and publishing documents using various computer programs.

GRANT ADMINISTRATION

Prepares applications and handles management tasks (reimbursement requests, status reports, closeout documentation, etc.) for federal and state grant programs, including:

- Florida Recreation and Development Assistance Program (FRDAP)
- Community Development Block Grant (CDBG)
- Land and Water Conservation Fund (LWCF)
- Florida Communities Trust (FCT)
- Recreational Trails Program (RTP)
- Hazard Mitigation Grant Program (HMGP)
- Florida Department of State Arts and Culture Grants

EDUCATION

George Washington University
Bachelor of Arts
Major Journalism/Minor English

FORM 2

BID FORM

City Of Wildwood
Bid Sheet - Grant Writing Services

Grant Type	Application Cost (Lump sum or %)	Administration Cost (Lump sum or %)
Florida Land and Water Conservation Fund (LWCF)	\$4,500	\$2,500
Florida Recreation Development Assistance Program (FRDAP)	\$3,000	\$1,500
Energy and Efficiency Grants (DOE)	\$4,000	\$2,500
Florida Department of Transportation (FDOT)	\$3,500	\$2,000
Florida Boating Improvement Program (FBIP)	\$3,500	\$1,500
Non-Point Pollution TMDL Grants (FDEP)	\$4,000	\$2,000
Transportation Alternative Grants (TAP)	\$4,000	\$2,500
Florida Communities Trust - Florida Forever Program (FCT)	\$5,000	\$3,000
Recreational Trails Program (RTP)	\$4,500	\$3,000
Water District Grant Program	\$4,000	\$2,000
Florida Cultural Facilities Grant (DCA)	\$5,000	\$2,000
Urban and Community Forestry Grant Program (DOF)	\$2,500	\$1,000
Special Category Historical Grant	\$4,000	\$2,000
Hazard Mitigation Grant Programs	\$4,500	\$4,500
Resilient Florida Grants	\$4,500	\$3,500
Rebuild Florida Grants	\$5,000	\$6,000
Small Matching Historical Grant	\$2,500	\$2,000
General Program Support Grant	\$2,500	\$2,000
African-American Cultural and Historical Grant Program	\$4,000	\$2,500

Note: Costs associated with the grant application and administration can be identified as a lump sum or percentage of grant projects per line item. Additional space has been provided to allow for additional grant programs not identified on the list that consultant would like to include. If additional grant fee information is anticipated to be provided, please attach it to the form.

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Victory Pointe Park <u>Project Manager:</u> James Maiworm		<u>Client's Name & Address</u> City of Clermont 685 W. Montrose St. Clermont, FL 34711
Completion Date (Actual or Estimated): Dec. 2019		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> James Maiworm Assistant Director Public Services 352-241-0178 jmaiworm@clermontfl.org
<u>Contractor Fees (In Thousands)</u> \$32,000 Entire Project: \$ 9,000,000	Work for which "VENDOR" was/is responsible: \$ 2,626,168	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> The 10-acre stormwater park located in the City of Clermont, Florida, combines stormwater drainage, water quality facilities, multi-use trails, and cultural and recreational facilities and allows the City to maximize the amount of funding obtained. At a cost of over \$9,000,000 for the total project, the popular destination benefited from over \$2,600,000 in state and federal funding. The completion of the project represents the first phase of the City's redevelopment plan for the downtown waterfront. Grant awards include: Florida Communities Trust, SJWMD Cooperative Funding, Land and Water Conservation Fund, Section 319 Non-Point Solution Grant, Florida Cultural Facilities Grant, Land and Water Conservation Fund, Recreational Trails Program Grant, and the Urban and Community Forestry Grant.		
<u>Nature of "VENDOR"'s Responsibility in Project (Please give quantitative indications wherever possible)</u> Utilizing multiple funding sources has become the most effective way to maximize the amount of funding a community can obtain. "Grant Stacking" allows a project to draw funding from several sources. The idea of "Grant Stacking" refers to grouping grants of varying levels (federal, state, and local) to support one project. Careful selection of grants can result in one grant providing the matching funds requirement for another grant and the reciprocal as well. This process can address acquisition and development in phases to best meet a project's intent and time schedule. Over the last several years we have utilized this process to assist local communities with developing unique stormwater and outdoor recreation facilities. In 2016, we created a strategic funding plan and began obtaining grant funding for the City of Clermont's Victory Pointe Project. The Victory Pointe project is a 9 million dollar capital project located within downtown Clermont. The stormwater park, which is located directly on Lake Minneola, consisted of many different elements that could be taken advantage of to maximize grant funding. To date, we have obtained \$2,600,000 in grants. It was through identifying funding sources for stormwater, trails, environmental education, and cultural facilities that led to the City being able to use grant funding to cover almost one-third of the project costs. RMPK Funding worked closely with the City of Clermont to ensure a smooth transition from the design stage to implementation to completion and management of the project.		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Ryan Ruskay, Project Manager Anna Bonjour, Funding Coordinator		

CONTRACT

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Shingle Creek Regional Trail City of Kissimmee, Florida <u>Project Manager:</u> Steve Lackey		<u>Client's Name & Address</u> City of Kissimmee 101 Church Street Kissimmee, FL 34741-5054
Completion Date (Actual or Estimated): 3 Year award		
<u>Contractor Fees (In Thousands)</u> Entire Project: \$ 6,575,966		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Steve Lackey, Parks & Recreation Director steve.lackey@kissimmee.gov, 407-518-2342
<u>Work for which "VENDOR" was/is responsible:</u> \$ 6,575,966		
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) Shingle Creek Regional Trail (SCRT) is a 32-mile recreation corridor centered around a multi-use recreational trail being developed throughout the City of Kissimmee, Osceola County, Orlando, and Orange County. The new ADA accessible, multi-use, recreational corridor now spans 32 miles through one of Florida's most traveled urbanized areas. Funding obtained to complete the trail that runs through the City of Kissimmee provided assistance with land acquisition, ADA access, signage, water access and support facilities. Grant awards include: Recreational Trails Program (RTP), Land and Water Conservation Fund (LWCF), OGT Land Acquisition Program, Shared Use Trail (SUNTRAIL) Program, and the Florida Communities Trust.		
<u>Nature of "VENDOR"s Responsibility in Project</u> (Please give quantitative indications wherever possible) RMPK Funding was responsible for all grant application, evaluation, and submissions for the entire project. RMPK Funding worked closely with the City of Kissimmee to ensure a smooth transition from the design stage to implementation to completion and management of the project.		
<u>"VENDOR"s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"s Project</u> Ryan A. Ruskay, President Anna Bonjour, Funding Coordinator		

CONTRACT

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Reiter Park, Longwood, FL <u>Project Manager:</u> Chris Capizzi		<u>Client's Name & Address</u> City of Longwood 175 W Warren Ave Longwood, FL 32750
Completion Date (Actual or Estimated): December 2020		
<u>Contractor Fees (In Thousands)</u> \$24,500		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Chris Capizzi, CPRP Director of Leisure Services Tel: (407) 260-3484 ccapizzi@longwoodfl.org
<u>Entire Project:</u> \$ 2,400,000	<u>Work for which "VENDOR" was/is responsible:</u> \$ 990,000	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) The City completed a major redevelopment of Reiter Park with assistance from several state and federal grants. The renovation and expansion of the urban park included cultural facilities such as an outdoor amphitheater and educational kiosks. In addition, trails and picnic facilities as well as a water playground were constructed. The existing facilities such as tennis courts and parking were also improved to attract more users and better utilize the space. The project was supported through seven grants totaling almost one million dollars.		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) RMPK developed a strategic funding plan for the park during design, and using that plan, was able to incorporate "grant stacking" to obtain seven different grants for specific elements that were being renovated and constructed. These grants included two federally funded LWCF and two Recreational Trails grants, a Cultural Facility Grant, and another Urban and Community Forestry Grant. After award, RMPK successfully administered these grants bringing them all to closeout and ensuring the City received full reimbursement.		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Ryan Ruskay, Project Manager		

CONTRACT

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> City of Kissimmee <u>Project Manager:</u> Steve Lackey		<u>Client's Name & Address</u> City of Kissimmee 101 Church St Kissimmee, FL 34741
Completion Date (Actual or Estimated): 04/07/2022		
<u>Contractor Fees (In Thousands)</u> \$8,000		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$ 3,832,241	Work for which "VENDOR" was/is responsible: \$ 3,832,241	Steve Lackey Director of Parks & Recreation (407) 518-2501
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) The City of Kissimmee is in the process of developing Lancaster Park, a 102-acre property located on Shingle Creek. The City recently acquired the remaining 52 acres to complete the park boundary with financial assistance from Florida Communities Trust in the amount of \$2,832,241. Since that time, the City has completed master planning for the site and acquired a \$1,000,000 dollar LWCF grant in 2021 for Phase I construction. This includes a kayak launch, trails, picnic facility, playground, and parking.		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) RMPK Funding identified and obtained both the FCT grant and the LWCF grant for the project. In addition to grant preparation and submission, RMPK coordinated all follow up requests from the agencies until the time of award. After award, RMPK has administered both grant projects, obtaining approval from FCT for the project management plan and reviewing contracts and submitting status reports for the LWCF grant.		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Ryan Ruskay, Project Manager Anna Bonjour, Funding Coordinator Karen Clark, Grant Specialist		

CONTRACT

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Biscayne Everglades Greenway, Homestead, FL <u>Project Manager:</u> Pedro Reynaldos		<u>Client's Name & Address</u> City of Homestead 100 Civic Court Homestead, FL 33030
Completion Date (Actual or Estimated): Ongoing		
<u>Contractor Fees (In Thousands)</u> \$32,000		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Pedro Reynaldos Director of Parks and Recreation Tel: (305) 224-4572 preynaldos@cityofhomestead.com
<u>Entire Project:</u> \$ 5,087,910	<u>Work for which "VENDOR" was/is responsible:</u> \$ 5,087,910	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> The Biscayne-Everglades Greenway is a regional trail corridor that runs through the City of Homestead. The City of Homestead is home to two segments of the 21-mile Biscayne-Everglades Greenway that, when connected with Biscayne National Park and Everglades National Park, will be the first greenway in the country that provides a continuous shared use path between two national parks. The City has completed the first phase of the greenway, a 3.2 mile section beginning at the eastern boundary of the City. Using the grant for design and construction, the multi-use trail was constructed at no cost to the City. The second phase will complete the corridor within the City and connect users with the historic downtown and many cultural, governmental, and commercial destinations. The City has already obtained grant funding and completed a feasibility study and is in the process of applying for design and construction funding.		
<u>Nature of "VENDOR"'s Responsibility in Project (Please give quantitative indications wherever possible)</u> RMPK Funding assisted the City with obtaining and administering \$5,087,910 for the Greenway. \$3,849,910 was obtained for Phase I of the project that will be completed in 2022. Additional grants have been secured for Phase II planning including a \$68,000 SUN Trail grant for the feasibility study. Another \$970,000 has been obtained for development of a trailhead in the downtown at Losner Park. The construction of the park and the trailhead elements is underway. The multiple grants awarded for the BEG project have come from a wide-range of sources such as FDOT, FDEP, DOS, and the National Park Service. Future funding has also been applied for construction and design of Phase II by RMPK Funding.		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Ryan Ruskay, Project Manager Anna Bonjour, Funding Coordinator Karen Clark, Grant Specialist		

CONTRACT

REFERENCES

Tanya Quickel

Deputy Village Manager
Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
Tel: (561) 791-4113
tquickel@wellingtonfl.gov

Steve Lackey

Director of Parks & Recreation
City of Kissimmee
101 Church St
Kissimmee, FL 34741
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STEVE.LACKEY@kissimmee.gov

Chris Capizzi, CPRP

Director of Leisure Services
City of Longwood
175 W Warren Ave
Longwood, FL 32750
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Pedro Reynaldos

Director of Parks and Recreation
City of Homestead
100 Civic Court
Homestead, FL 33030
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Paul Belden, CPRP

Interim Recreation & Parks Director
City of Oviedo Recreation & Parks
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pbelden@cityofoviedo.net

Amy Jewell

Leisure Services Director
Mount Dora Leisure Services Department
1995 Donnelly Street
Mount Dora, FL 32757
Tel: (352) 735-7161
jewella@cityofmoundora.com

Firm Profile

RMPK FUNDING is professional services firm located in Jupiter, Florida. Incorporated in the State of Florida June 5, 2002, RMPK Funding specializes in obtaining alternative funding for municipalities across Florida. We currently represent dozens of communities throughout the State of Florida. Over the last twenty years, RMPK Funding staff of grant professionals has worked with local communities to obtain \$220 million in funding. These funding programs have helped our clients complete road and infrastructure projects, trails, cultural facilities, and all types of recreational facilities. In addition, we have been successful in working with FEMA and other State and Federal Agencies in securing hurricane and disaster related funding.

Our staff specializes in funding opportunities and has a wide range of experience in local, state, and federal programs. In addition to obtaining grant funding, our staff provides a number of our clients with grant administration and strategic planning.

Our corporate philosophy, to maintain a professional and attentive relationship with our clients, results in our ability to assess the needs of your community and to help address them by obtaining the necessary funding and project completion. We are committed to providing excellence and quality in all of the services we provide.

IMPLEMENTATION OF THE SCOPE OF SERVICES, OUR METHODOLOGY

As we have learned from our lengthy experience in assisting local governments, the relationship established between our staff and that of the community is the most important factor in determining funding success. It is through the cooperation of community personnel that we are best able to identify the needs of your community and help address them by obtaining the necessary funding and project completion.

After we have established a positive working relationship with your staff, we will, with their assistance, visit project sites and review program objectives. It is at this point we can begin to select projects and programs that would be suited to receive funding.

Once this initial learning process is out of the way, it's time to roll up our sleeves and really get to work. Immediately, we will begin to research potential funding sources and pair these sources with your projects based on need and our evaluation of the potential for the project to receive funding. Our method of "grant stacking" will allow each of your projects to draw funding from several sources therefore maximizing your budget dollar.

Once funding is received, our work with your staff will continue. While obtaining a grant is usually thought of as the most complicated part of this process, the management of grant funds and project construction can prove to be quite complicated and time consuming. Our job is not complete until we bring your project to a successful end.

Getting to Know You:

- Meet with appropriate community staff, including community leaders and financial planners.
- Use our experience to address your needs and target those projects with greatest opportunity to receive funding.
- Accumulate all the necessary documentation to assist us in obtaining grant funds.

Coming Up with a Plan:

- Work with the community and develop a Strategic Grants Plan that gives a tentative schedule of what funding sources we will be pursuing
- We work for the community; and that means that your schedule, ideas, and needs are what we will concentrate on.

Doing What We Do Best:

- Research, obtain, and manage grant funds for you.
- Use proven project management techniques to bring project to successful completion.

GRANT PREPARATION

Securing more than \$220,000,000 in funding in the past 20 years, RMPK Funding Staff has extensive experience with a wide range of federal, state and local funding programs. RMPK Funding founder and president, Ryan Ruskay started his career managing state and federal grant programs for the State of Florida which included not only the evaluation of grant applications, but also developing the rules and regulations for several programs. This in-depth knowledge give our clients an advantage as their project complete for grant funds.

Scope of Services

1. Research and obtain necessary documents for the grant application
2. Prepare and establish on-line accounts for grant agencies
3. Prepare and submit grant application for evaluation
4. Handle all follow up requests from State relating to the application
5. Attend or coordinate any meetings necessary for the grant application
6. Prepare materials and make presentation as needed
7. Act as a liaison between the City and the State
8. Provide City staff with updated timelines and information concerning the funding process

GRANT ADMINISTRATION

Attentive grant administration is the key for the successful completion and reimbursement of grant projects. RMPK Funding takes care of the details of grant management so that your staff is free to handle the many other needs of your community.

Scope of Services

1. Review of Contracts (develop revisions, if necessary)
2. Prepare Federal Documents (if necessary)
3. Prepare and Submit Commencement Documents
4. Prepare and Submit Quarterly Status Reports
5. Prepare and Submit Reimbursement Requests
6. Prepare and Submit Close-Out Documentation
7. Act as Liaison Between Grant Agencies and the City
8. Handle All Other Required Items (ie., Amendments)
9. Provide monthly Grant Management Status reports
10. Meet with City staff at least once quarterly to provide updates and as needed for specific issues

STRATEGIC PLANNING

RMPK Funding is the State's leader in the development of strategic funding plans for local governments. These plans have provided direction and funding opportunities for infrastructure facilities, parks, trail networks, emergency management and cultural facilities which have resulted in millions of dollars in alternative funding.

RMPK Funding will work closely with City staff to determine the needs of your community. After this thorough needs assessment, careful selections of funding opportunities on the federal, state and local levels will link specific elements to appropriate sources and stretch matching funds.

The following are examples of RMPK's experience in developing strategic plans:

- **New Smyrna Beach Strategic Funding Plan**
- **City of Panama City CRA Waterfront Plan**
- **City of Cocoa Beach CRA Strategic Funding Plan**
- **Buckhead Greenspace Action Plan**
- **Pasco County Parks and Open Space Master Plan**
- **City of Kissimmee Lakefront Park Master Plan**
- **City of Doral Parks Master Plan sd**
- **City of Ft. Lauderdale Parks & Recreation Master Plan**
- **City of Lenaxa, KS Parks and Open Space Plan**

Scope of Services

1. Assess current grant funding status including:
 - prior awards
 - active grant projects
 - pending funding requests
2. Determine potential funding sources for which the City would be eligible. A listing of sources will include grant program information such as management agency, amount, past funding levels and types of projects funded.
3. Analyze priorities and determine project categories for future funding.
4. Link funding opportunities to specific project and/or project categories.
5. Develop funding schedule based upon priorities identified during planning process
6. . The strategic funding plan can range from 2 to 5 years. A typical strategic funding plan will include the following components:
 - Assessment of current funding status
 - Resources of potential funding opportunities
 - Designate funding opportunities to be used with specific projects
 - Funding schedule to provide direction in pursuing alternative funding sources



RMPK FUNDING is consistently obtaining grant funding for its clients through both new funding opportunities and annual grant programs at every level of government. Below is a sampling of recent funding awards that have helped our clients further their capital improvement priorities.

Resilient Florida

- City of Lauderdale Lakes (\$1,500,000) – Canal Rehabilitation
- City of Lauderdale Lakes (\$3,500,000) – Citywide Drainage Improvements
- City of Weston (\$1,550,000.00) – Stormwater Enhancements
- City of Aventura (\$600,000) – Seawall Hardening
- City of Homestead (\$1,250,000) – 6th Avenue Drainage Improvements
- City of Key Colony Beach (\$2,282,859.28) – Public Safety Facility Hardening
- Town of Hypoluxo (\$704,375) – Septic to Sewer Conversion
- Town of Juno Beach (\$1,050,000) – Universe Boulevard
- Village of Wellington (\$1,701,633) – Environmental Preserve at Marjorie Stoneman Douglas Habitat
- City of West Palm Beach (\$1,875,000) – low impact development (LID) improvements to Currie Park
- City of North Lauderdale (\$3,550,00) – construction of new stormwater pump station
- City of North Lauderdale (\$2,600,000) – rehabilitation of drainage canals
- City of Oakland Park (\$5,000,000) – construction of new outfall and pump station
- City of Oakland Park (\$2,500,000) – hardening of Fire Station #9
- City of Oakland Park (\$1,893,476) – stormwater improvements to NE 13th Ave.
- City of Lauderdale Lakes (\$3,000,000) – Fire Station 37 Hardening

Rebuild Florida Critical Facility Program

- City of Homestead (\$2,700,000) – emergency generator for the City's wastewater treatment plant
- City of Homestead (\$1,674,000) – replace a chlorine disinfection system at a water treatment facility
- Okeechobee County (\$650,000) – harden two of the County's fire stations.
- City of Oakland Park (\$383,000) – harden a City fire station

Land and Water Conservation Program

- City of West Palm Beach (\$1,000,000) – recreation improvements to Currie Park
- City of Kissimmee (\$1,000,000) – development of Lancaster Park
- Village of Virginia Gardens (\$400,000) – construction of Ludlam Canal Greenway
- Indian Trail Improvement District (\$840,000) – trail development along M-O canal
- City of South Pasadena (\$250,000) – improvements to Bay View Park

Rebuild Florida Infrastructure Repair Program

- City of Kissimmee (\$3,400,000) – to improve neighborhood stormwater facilities
- City of Homestead (\$4,519,000) – to improve potable water facilities in the Avocado Village Neighborhood.
- City of St. Cloud (\$2,097,088) – to repair a damaged drainage pipe along Illinois Avenue.
- City of Tamarac (\$353,000) – to provide critical emergency power sources to lift stations.

Wastewater Treatment Plant Energy Program

- City of Cooper City (\$500,000) – to retrofit existing blowers at the plant
- Coral Springs Improvement District (\$308,378) – to retrofit equipment within the plant

COPS Hiring Program

- City of St. Cloud (\$500,000) – to hire four new police officers

SAFER Grant

- City of Oakland Park (\$744,885) to hire new firefighters

Florida communities Trust Grant Program

- Village of Wellington (\$3,386,250) – acquire additional land at Wellington Environmental Preserve
- City of Kissimmee (\$2,832,241)– acquire land for the Shingle Creek Trail and open space
- City of Fellsmere (\$2,415,763) – acquire land for new passive park and conservation area

Hazard Mitigation Grant Program

- Village of Wellington (\$250,000) – to purchase generators for lift stations
- Indian Trail Improvement District (\$3,026,573.70) – to rehabilitate drainage canals
- City of Oakland Park (\$1,000,000) – to construct new Public Works Facility
- City of Oakland Park (\$546,751) – to harden building department facility
- City of Oakland Park (\$450,000) – to harden Fire Station facility

- City of Cooper City (\$125,000) – to install back-up generator at Community Center

Library (DLIS) Florida American Rescue Plan Act (ARPA)

- City of Oakland Park (\$30,146) new computer terminals at City Library
- City of Mount Dora (\$20,359) purchase of AWE Early Learning Terminals

Non-Point Pollution Grants

- City of Fellsmere (\$649,644) – to develop regional stormwater retention facility
- Town of Hypoluxo (\$333,360) – to complete septic to sewer conversion project
- Indian Trails Improvement District (\$492,000) – development of bio-swales along roadways

FDOT Service Development Grant

- City of Sanford (\$609,634.00) – to expand free community trolley service

Coastal Resiliency Grant Program

- City of Oakland Park (\$75,000) – to complete a sea-level rise vulnerability assessment
- Town of Bay Harbor Island (\$75,000) – to complete a sea-level rise vulnerability assessment

Recreational Trails Program

- Village of Palm Springs (\$400,000) – to design and construct a new fitness/exercise trail including trail signage
- City of St. Cloud (\$400,000) – to design and construct a new ADA compliant fitness/exercise trail
- Village of Wellington (\$400,000) – Renovation of a nature trail wooden boardwalk
- City of Clermont (\$400,000) – to design and construct a new ADA compliant fitness/exercise trail
- City of Mount Dora (\$240,000) – to construct new kayak/canoe launch facility
- City of Oviedo (\$400,000) – to construct a new fitness/exercise trail
- City of Seminole (\$200,000) – to construct new fitness trail at a neighbourhood park
- City of Riviera Beach (\$80,000) – to construct a new fitness trail at a neighborhood park

Urban and Community Forestry Grant Program

- City of Oakland Park – (\$20,000) – to install native trees along major roadway
- City of Homestead (\$20,000) – to install trees at redeveloped downtown park

PROPOSER'S CERTIFICATION

Submit To: "CITY" of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		"CITY" OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: 4/21/2022	DUE TIME: 11:30 AM	RFP # 2022-05	
TITLE: Professional Grant Writing Services			
"VENDOR" NAME: RMPK Funding Inc.		PHONE NUMBER: (561) 745-2401	
"VENDOR" MAILING ADDRESS: 601 Heritage Dr. #402		FAX NUMBER: (561) 746-3380	
"CITY"/STATE/ZIP: Jupiter, FL 33458		E-MAIL ADDRESS: rruskay@rmpkfunding.com	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
<u>#1</u>	<u>#2</u>		
Addendum #	Addendum #	Addendum #	Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
Ryan A. Ruskay, President _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	
		4/20/22 _____ Date	
<i>This form must be completed and returned with your Submittal</i>			

PROPOSALS FORM FOR "CITY" OF WILDWOOD



Name of "VENDOR" Submitting Proposals RMPK Funding Inc.

Name of Person Submitting Proposals Ryan A. Ruskay

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The "VENDOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "VENDOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

[Signature]
Signature

4/20/22
Date

2022-05
RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: 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 proposal/bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for invitation to bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____ Violation of this provision may result in disqualification of the party. All questions regarding this Request for Proposals (RFP) or invitation to bid (BID) must be submitted in writing to the "CITY's" Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY's" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the _____ before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The "CITY" and/or its CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR's" are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR's" shall affirm "VENDOR" that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" to "VENDOR's" is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR's" or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY"SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the "VENDOR" will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR's" are fully and completely responsible for the labeling, identification and delivery of their submittals. The _____ will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

The "CITY" OF WILDWOOD, is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY's".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY's" intent to select a "VENDOR" within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR's" shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY's" representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR's" approval – without the "VENDOR's" approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the _____. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The _____ is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the _____ or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with
your Submittal

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the "CITY" of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

RMPK Funding Inc.

Contractor/ "VENDOR"-Print Name

Professional Grant Writing Services, RFP # 2022-05

Project Name

Signature

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
RMPK Funding Inc.

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

BIS
Authorized Signature
4/19/22
Date Signed

State of: Palm Beach
County of: Florida

Sworn to and subscribed before me this 19th day of April, 2022

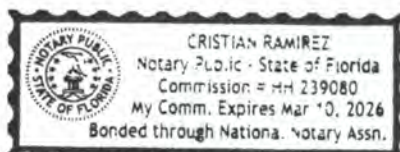
Personally known ☒ or Produced Identification _____
(Specify Type of Identification)

Ante R.
Signature of Notary

My Commission Expires 3.10.24

(seal)

This document must be completed and returned with your Submittal



**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to “CITY” of Wildwood

By Ryan A. Ruskay, President

{print individual’s name and title}

for RMPK Funding Inc.

{print name of entity submitting sworn statement}

whose business address is 601 Heritage Dr. #402, Jupiter, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is 02-0609342 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. {indicate which statement applies.}

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIB
{signature}
4/19/22
{date}

State of FL

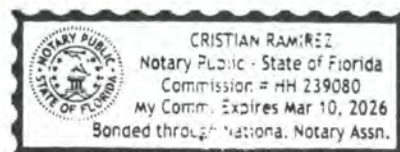
County of palm beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Ryan Ruskay, who after first being sworn by me, affixed his/her signature in the space provided above on this 19th day of April, 20 22

Attest: [Signature]
Notary Public

My commission expires: 3.10.24

(Notary Seal)



This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (printed name) Ryan A. Ruskay am the
(title) President and the duly authorized representative of the "VENDOR" of
(“VENDOR” Name) RMPK Funding Inc. whose address is
601 Heritage Dr. #402, Jupiter, FL 33458
, and that I possess the legal authority to make this affidavit on behalf of myself and
the “VENDOR” for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the “VENDOR” have any conflicts of interest, real or
apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation,
“VENDOR”, or person submitting a bid proposal for the same services and is in all respects fair and without
collusion or fraud.

EXCEPTIONS (List)

Signature: 

Printed Name: Ryan R. Ruskay

“VENDOR” Name: RMPK Funding Inc.

Date: 4/19/22

State of FL

County of palm beach.

Sworn to and subscribed before me this 19th day of April 2022.

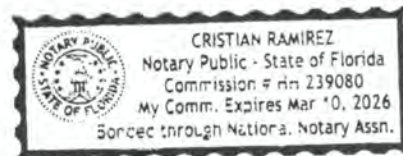
Personally Known ☒

OR Produced Identification _____, Type of Identification _____

My Commission Expires 3.10.24



(Printed, typed, or stamped commissioned name of notary)



This document must be completed and returned with your Submittal

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name: RMPK Funding Inc.

Print Name: Ryan A. Ruskey

Title: President

Signature [Signature]

Date: 4/19/22

State of FL

County of Palm Beach

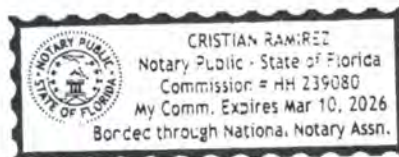
The foregoing instrument was signed and acknowledged before me this 19th day of April, 2022, by Ryan Ruskey

(Print or Type Name) who has produced FL Driver License as identification.
(Type of Identification and Number)

Notary Public Signature [Signature]

Printed Name of Notary Public Cristian Ramirez

Notary Commission Number/Expiration 3.10.20



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2021

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED RMPK Funding, Inc. 601 Heritage Dr #402 Jupiter FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			UDC-1473900-CGL-21	07/18/2021	07/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2021

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED RMPK Funding, Inc. 601 Heritage Dr #402 Jupiter FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1473900-EO-21	07/18/2021	07/18/2022	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/13/2020

EXPIRATION DATE: 9/13/2022

PERSON: RYAN A RUSKAY

EMAIL: RRUSKAY@RMPKFUNDING.COM

FEIN: 020609342

BUSINESS NAME AND ADDRESS:

RMPK FUNDING INC

601 HERITAGE DR. #402

JUPITER, FL 33458

SCOPE OF BUSINESS OR TRADE:

Clerical Office Employees-
NOC

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Company ID Number: 1622822

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and RMPK FUNDING (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1622822

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1622822

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1622822

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1622822

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1622822

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1622822

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1622822

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1622822

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1622822

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1622822

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1622822

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1622822

Approved by:

Employer RMPK FUNDING	
Name (Please Type or Print) Ryan Ruskay	Title
Signature Electronically Signed	Date 01/03/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/03/2021

Company ID Number: 1622822

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	RMPK FUNDING
Company Facility Address	601 Heritage Dr. Jupiter, FL 33458
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	020609342
North American Industry Classification Systems Code	921
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 1622822

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

Company ID Number: 1622822

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Rvan Ruskav
Phone Number 5617452401
Fax
Email rruskav@rmpkfunding.com

Company ID Number: 1622822

This list represents the first 20 Program Administrators listed for this company.

ITEM 7.C

First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Union F.C. Club, LLC

Request

Request Commission approval of a First Right of Refusal to Lease Airport Property with Union F.C. Club, LLC.

Explanation

The City has established City Policy 1501, "First Right of Refusal to Lease Property at the Kissimmee Airport." The policy allows an airport business to lease property for up to two (2) years to allow facility design and permitting for construction. This agreement may be converted to a ground lease at any time during the two-year period. The fee for the First Right of Refusal (FRR) shall be \$2,500.00 per acre per year.

Union F.C. Club, LLC, has requested a FRR for five (5) acres located between Alaska Ave. and Thacker Ave., north of the Y.M.C.A. The proposed intent is to construct soccer fields and associated automobile parking.

Recommendation

Staff recommends the Commission approve the First Right of Refusal to Lease Airport Property with Union F.C. Club, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) - First Right of Refusal, Union F.C. Club, LLC

**FIRST RIGHT OF REFUSAL AGREEMENT TO
LEASE PROPERTY
UNION F.C. CLUB, LLC**

THIS AGREEMENT made and entered into this _____ day of May, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and UNION F.C. CLUB, LLC, hereinafter referred to as "COMPANY," a Limited Liability Company organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcels" and is more particularly described in Exhibit "A"; and

WHEREAS, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

WHEREAS, The Parties agree to enter into this First Right of Refusal Agreement to provide the Owner an opportunity to conduct thorough due diligence to determine the desirability of Leasing the Option Parcels; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the CITY and COMPANY agree as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of twenty-four (24) months, or until such time as the Company and City enter into a Lease Agreement.
3. **Right of First Refusal to Lease Option Parcels.** Company agrees to pay a fee of \$2,500 per acre, per year for the Right of First Refusal to Lease the Option Parcels. A description of the Option Parcel, which consists of approximately five (5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is \$12,500 per year or \$1,042 per month. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing the month after execution of this Agreement for a period of twenty-four (24) months.
4. **Company's Obligations Precedent to Lease Agreement.** As a condition of Leasing the Option Parcel from City, Company specifically agrees to design and prepare to construct the following:
 - a. A minimum of two (2) semi-professional sized soccer fields, fencing, associated utilities and automobile parking upon the Option Parcels within twenty-four (24) months of the

execution date of this Agreement. The design will include sitework, stormwater, associated utilities and automobile parking.

- b. Lessee shall ensure that the design standards, layout, materials and construction of the facilities shall meet all City standards and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

5. Commencement of Lease Payments. The new lease payment shall commence upon the occurrence of any one of the following events:

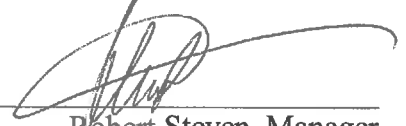
- a. Company exercising their option to Lease and executing a Lease Agreement with the City.
- b. Issuance of a Certificate of Occupancy for improvements.
- c. On the passing of the calendar date which is twenty-four (24) months after the execution date of this Agreement.

6. Lease Agreement Terms. The Lease Agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

- a. Kissimmee Gateway Airport Ground Lease Rate:
Appraised Ground Rental Fair Market Value obtained March 20, 2023, values the rental market rate of the property (5.14 acres) at \$82,240 (\$0.36 S.F.) annually.
- b. The lease payment shall be calculated on a square footage basis, as determined by an "AS-BUILT" survey to be provided by Lessee within ten (10) days of receipt of Certificate of Occupancy for the facilities. Lessor will calculate the monthly rental payment based on the square footage of the Lease Premises. Lessor will notify Lessee in writing of the new monthly rental payment.
- c. Company will pay all additional assessments and all applicable fees. Company agrees that the current rate of sales tax is seven percent (7%). The new payment for Lease Premises and corresponding taxes, assessments, and fees shall be paid in advance and in equal monthly installments. Such payments, taxes, assessments, and fees are due on the first (1st) day of each month and shall be deemed delinquent if not paid in full by the fifteenth (15th) day of every month and shall subject Company to the following penalty each month: 5% of the total amount due after the fifteenth (15th) day of the month.
- d. The lease term is expected to be five (5) years, with the option to renew for one (1) separate additional five (5) year period.

SIGNATURE PAGE TO FOLLOW

UNION F.C. CLUB, LLC


Robert Steven, Manager

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 10 day of May, 2023, by means of physical presence or online notarization, by ROBERT STEVEN, MANAGER of UNION F.C. CLUB, LLC, a Florida limited liability company, who is personally known to me or has produced identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the company.

Notary Seal:

Notary: 



Melanie I. Trejo Ramirez
Notary Public
State of Florida
Comm# HH144540
Expires 6/22/2025

CITY OF KISSIMMEE

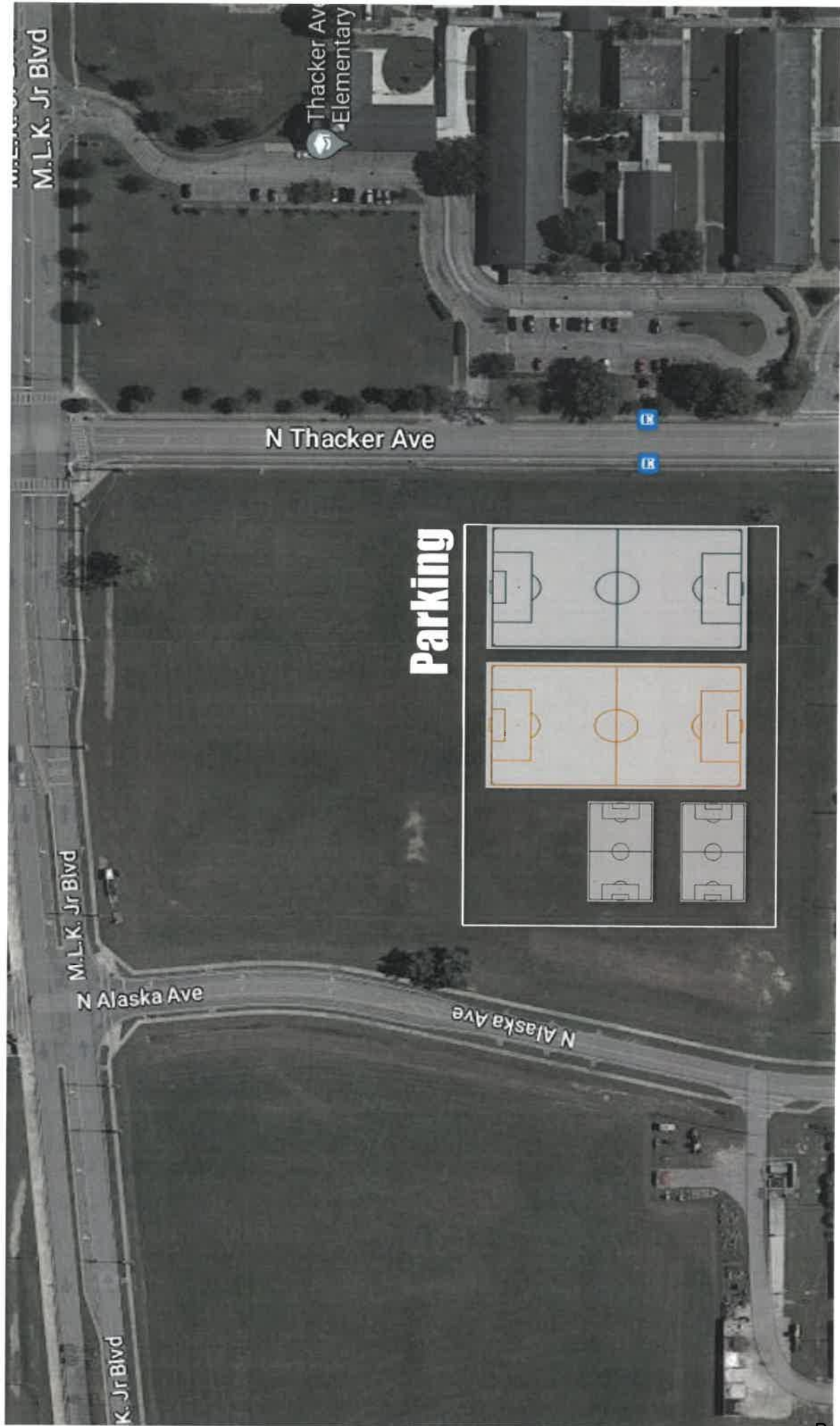

Olga Gonzalez, Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality.

City Attorney



Parking

ITEM 7.D

Approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park

Request

Staff requests approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park and allow the City Manager to sign any documents related to the application process.

Explanation

The Parks and Recreation Department would like to apply for the Urban and Community Forestry Grant offered by the U.S. Department of Agriculture (USDA) which assists local government entities through funding by the Inflation Reduction Act. This grant will award funding for tree planting and related activities at Lancaster Ranch Park. The grant prioritizes underserved populations that do not have adequate green infrastructure, who wish to expand tree canopies and provide an area for social, ecological and economic benefits and/or protect, enhance and increase access to watersheds in urban areas. The Parks and Recreation Department is confident that the Lancaster Ranch project will score in the top ranking and with a high probability of receiving the grant.

This USDA grant will award at minimum \$100,000 with a City match of 0%.

Recommendation

Staff recommends approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park and allow the City Manager to sign any documents related to the application process.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Urban & Community Forestry Grant Info

Urban & Community Forestry (Inflation Reduction Act)

The grant program will assist eligible local government entities through funding by the Inflation Reduction Act. The USDA Forest Service will award funding spanning a broad range of costs from eligible entities to provide multiyear competitive grants for tree planting and related activities, with a priority for projects that benefit underserved populations and areas through the Urban and Community Forestry Assistance program working at a community, regional and national scale.

Application Deadline: June 1, 2023

Contribution Match: 100% (0% match for Disadvantaged Communities)

Grant Amount: \$100,000 minimum request

Total Funding Available: \$1,000,000,000

Eligible Grant Activities:

- a. Foster individuals, groups, and organizations in the communities served to become engaged participants in urban forest planning, planting, and management, especially those in disadvantaged communities that do not have adequate resources to install or maintain green infrastructure or are underrepresented.
- b. Protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits, particularly in disadvantaged and nature-deprived communities experiencing low tree canopy cover, extreme heat, and frequent flooding. Improve and increase access to parks and nature in communities.
- c. Encourage long-term urban forest planning, assessment, and management.
- d. Encourage proactive and systematic maintenance and monitoring of urban trees and forested natural areas to improve forest health; assess risk to forests from pests, disease, and adverse climate impacts; and formulate adaptive management strategies to improve forest resilience.
- e. Advance the use of tree and forest inventories, monitoring, and assessment tools in priority areas, including monitoring and measurement of extreme heat.
- f. Improve preparation for severe storms and the recovery of damaged or deteriorated landscapes to more healthy and resilient conditions.
- g. Protect, enhance, and increase access to watersheds in urban and developing areas with a focus on conserving and managing forest patches and green stormwater infrastructure.
- h. Address exotic invasive pest species that adversely impact urban forests.
- i. Work across jurisdictional boundaries, leveraging ideas and resources to increase capacity to provide equitable access to benefits across the larger landscape and at a greater geographic scale.

ITEM 7.E

Continuing Service Agreement for Construction and Renovation Services on a Task Authorization Basis

Request

Approve agreements with Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers for Construction and Renovation Services on a Task Authorization basis.

Explanation

On April 18, 2023, the Commission authorized staff to negotiate master service agreements with Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers for Construction and Renovation services on a continuing as needed basis. The firms will work on City projects with a construction value of up to \$500,000, as they arise during the next three (3) fiscal years. Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers for Construction and Renovation have submitted all of their contract documents, therefore staff is requesting approval for their agreements.

Contractors will be chosen based on the Consultant Services Authorization (CSA) evaluation criteria which lends itself to awarding on a rotational basis. The attached agreements are a result of the negotiations.

Recommendation

Request for Commission to approve the Construction and Renovation Services on a Task Authorization Basis agreement with Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Shortlist for RFQ2023-002 Construction and Renovation Services on a Task Authorization
2. (S) Balfour Beatty Agreement
3. (S) ARNCO Agreement
4. (S) Votum Construction Agreement
5. (S) MVB & Associates Agreement
6. (S) Cathcart Construction Agreement
7. (S) Grove Agreement
8. (S) Sequel Developers Inc. Agreement
9. (S) 8 KOI Agreement
10. (S) Siwel, Inc. Agreement
11. (S) Associated Cost Engineers Agreement

City of Kissimmee



**PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741**

NOTICE: SHORTLIST RESULTS

Date: March 24, 2023

To: All Proposers on Record

Issued By: Debbie Luke, Procurement Coordinator

Subject: RFQ2023-002 Construction and Renovation Services on a Task Authorization

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Balfour Beatty
2. Arnco
3. Votum Construction
4. MVB & Associates
5. Cathcart Construction
6. Grove
7. Sequel Developers
8. 8-Koi
9. SIWEL Inc
10. Associated Cost Engineers

AGREEMENT between CITY OF KISSIMMEE

and

Balfour Beatty for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Balfour Beatty, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

- 16. APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
- 17. COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
- 18. INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
- 19. SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
- 20. BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
- 21. BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
- 22. ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Henry Thacker, Director
Balfour Beatty
255 S. Orange Avenue
Orlando, FL 32801
Phone: 407.908.0307
Email: hthacker@balfourbeattyus.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Henry Thacker, Director
Balfour Beatty
255 S. Orange Avenue
Orlando, FL 32801
Phone: 407.908.0307
Email: hthacker@balfourbeattyus.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency,

hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR John Harris
By: John Harris
Title: Executive VP / BUL
Date: 05/25/2023

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



CLAUDE O. DAIGLER, JR.
Commission # HH 064504
Expires December 22, 2024
Bonded Thru Budget Notary Services

Notary: Claude O Daigler Jr
Print Name: Claude O Daigler Jr
My Commission Expires: 12-22-24

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner
Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION FORM
ON THE FOLLOWING PAG**

AGREEMENT between CITY OF KISSIMMEE

and

ARNCO for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and ARNCO, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Benjamin Arnold, President
ARNCO
1110 Pennsylvania Ave
St. Cloud, FL 34769
Phone: 407.892.0111
Email: ben@arncoconstruction.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Benjamin Arnold, President
ARNCO
1110 Pennsylvania Ave
St. Cloud, FL 34769
Phone: 407.892.0111
Email: ben@amcoconstruction.com

- 36. PUBLIC EMERGENCIES.** It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with

products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Arneo Construction

By: [Signature]

Title: President

Date: May 5, 2023

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Benjamin Arnold (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



KIMBERLE COVER
Commission # HH 299175
Expires September 26, 2026

Notary: Kimberle Cover

Print Name: Kimberle Cover

My Commission Expires: 9/26/26

CITY OF KISSIMMEE

By: _____

Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____
Department Administrator or delegate

Date: _____

Reviewed By: _____
Requestor

Date: _____

Contractor/Consultant Approved

City Manager or Delegate Approval

Name (print)

Name (print)

Signature:

Signature:

Date:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

**Votum Construction, LLC for CONSTRUCTION AND RENOVATION
SERVICES**

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Votum Construction, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

1. **RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. **WARRANTY.** Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.
 - a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
 - b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:
 - i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Vernice Atkins-Bradley, President & CEO
Votum Construction, LLC
1405 West Colonial Drive
Orlando, FL 32804
Phone: 407.704.1743
Email: vabradley@votumllc.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Vernice Atkins-Bradley, President & CEO
Votum Construction, LLC
1405 West Colonial Drive
Orlando, FL 32804
Phone: 407.704.1743
Email: vabradley@votumllc.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Votum Construction, LLC

By: [Signature]
Title: President and CEO

Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Orange County

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by Vernice Atkins-Bradley as President & CEO for Votum Construction, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary

Seal:



JOHANNA CEDENO
Notary Public
State of Florida
Comm# HH387525
Expires 4/17/2027

Notary: [Signature]

Print Name: Johanna Cedeno

My Commission Expires: 4/17/2027

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work.
Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
 - j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
 - k) The Contractor shall control all work.
 - l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
 - m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
 - n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
 - o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION FORM
ON THE FOLLOWING PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

MVB & Associates, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and MVB & Associates, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
- ii. The specified job by name and job number,
- iii. The name of the insurer,
- iv. The number of the policy,
- v. The effective date,
- vi. The termination date,
- vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvgbc.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby

specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities,

related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvgc.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor

agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Chw S VP
By: Christian Simone - MVB & Associates.
Title: Vice President
Date: 5 May 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Christian Simone as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Kyle H. Scholl
Notary Public
State of Florida
Comm# HH112460
Expires 3/31/2025

Notary: [Signature] Vice President for MVB and Associates
Print Name: Kyle H. Scholl
My Commission Expires: 3/31/2025

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
 6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
 7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
 8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
 9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
 10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B - Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

Cathcart Construction for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Cathcart Construction, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A.** It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.
 - a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
 - b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:
 - i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Matt Blanton, President
Cathcart Construction
1056 Willa Springs Dr
Winter Garden, FL 32708
Phone: 407.629.2900 ext 21
Email: mblanton@cathcartconstructioncompany.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
32. **JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Matt Blanton, President
Cathcart Construction
1056 Willa Springs Dr
Winter Garden, FL 32708
Phone: 407.629.2900 ext 21
Email: mblanton@cathcartconstructioncompany.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency,

hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

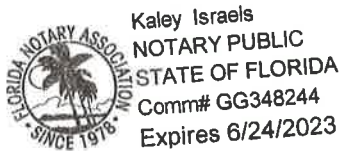
IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

Cathcart Construction Company-Florida LLC
CONTRACTOR
By: _____
Title: Matt T. Blanton, President
Date: 5/5/23

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 5th day of MAY, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person T. Blanton, President) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Kaley Israels
Print Name: Kaley Israels
My Commission Expires: 6/24/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work.
Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
- ii. Description of the work to be performed
- iii. Special Conditions (if applicable)
- iv. Identification of all sub-contractors to be used (subject to City approval)
- v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
- vi. Liquidated damages provision (if applicable)
- vii. Milestone Schedule and date of Completion
- viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION FORM
ON THE FOLLOWING PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B - Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

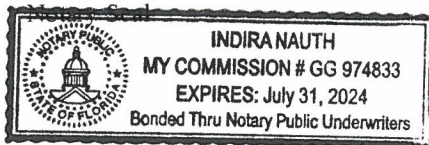
Date:

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Karen Khan
By: KAREN KHAN
Title: OWNER
Date: 05.09.2023

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 9th day of May, 2023, by means of ☐ physical presence or ☐ online notarization, by Karen Khan as owner for (name Grove Construction Corporation) a Florida corporation, who is personally known to me or has produced identification.



Notary: Indira Nauth
Print Name: Indira Nauth
My Commission Expires: July 31, 2024

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

AGREEMENT between CITY OF KISSIMMEE

and

Sequel Developers, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Sequel Developers, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
- ii. The specified job by name and job number,
- iii. The name of the insurer,
- iv. The number of the policy,
- v. The effective date,
- vi. The termination date,
- vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Winston Brown, President
Sequel Developers, Inc.
1516 E. Colonial Drive, Suite 202
Orlando, FL 32803
Phone: 407.690.7125
Email: winston@sequeldevelopers.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Winston Brown, President
Sequel Developers, Inc.
1516 E. Colonial Drive, Suite 202
Orlando, FL 32803
Phone: 407.690.7125
Email: winston@sequeldevelopers.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Sequel Developers, Inc.

By: Winston G. Brown

Title: President

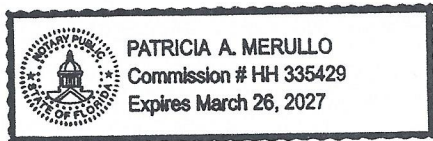
Date: 5/10/23

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of may, 2023, by means of ☒ physical presence or ☐ online notarization, by Winston G. Brown as President for Sequel Developers, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Patricia A. Merullo
Print Name: PATRICIA A. MERULLO
My Commission Expires: 3/26/2027

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B - Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

8-KOI for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and 8-KOI, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A.** It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

- 36. PUBLIC EMERGENCIES.** It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with

products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

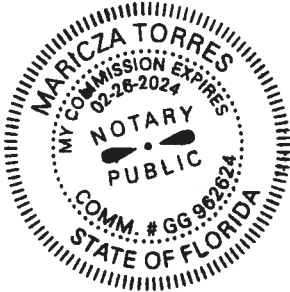
IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR *Inga I. Young*
By: Inga I. Young
Title: President
Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by Inga I. Young as President for 8-koi, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: *Maricza Torres*
Print Name: Maricza Torres
My Commission Expires: 02/26/2024

CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B - Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$ _____

Recommended By: _____
Department Administrator or delegate

Date: _____

Reviewed By: _____
Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

Siwel, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Siwel, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

- b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Charles R. Lewis III, President
Siwel, Inc.
2334 Pesaro Circle
Ocoee, FL 34761
Phone: 407.900.7792
Email: clewis@siwelinc.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Charles R. Lewis III, President
Siwel, Inc.
2334 Pesaro Circle
Ocoee, FL 34761
Phone: 407.900.7792
Email: clewis@siwelinc.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency,

hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR *Charles R. Lewis, III*

By: Charles R. Lewis, III

Title: President / COO

Date: 05/05/23

STATE OF FLORIDA
COUNTY OF Orange

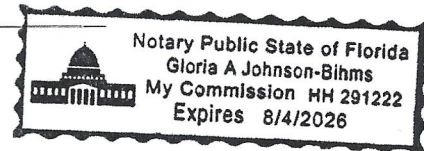
The foregoing instrument was acknowledged before me this 5th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by Charles R. Lewis, III as President / COO for Siwel, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: *Gloria Johnson-Bihms*

Print Name: Gloria Johnson-Bihms

My Commission Expires: 8/4/26



CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

AGREEMENT between CITY OF KISSIMMEE

and

**Associated Cost Engineers for CONSTRUCTION AND RENOVATION
SERVICES**

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Associated Cost Engineers, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

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

1. **RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

- i. The name of the insured Contractor,
- ii. The specified job by name and job number,
- iii. The name of the insurer,
- iv. The number of the policy,
- v. The effective date,
- vi. The termination date,
- vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 provided by Florida law.
3. 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.
4. Upon completion of the contract, 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 requirement. 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood 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 or the United States, the validity of the remaining portions or provisions shall not be affected, and 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.
- 24. WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY:	City of Kissimmee Attention: Procurement Services 101 Church St Kissimmee, Florida 34741
CONTRACTOR:	Jaja J. Wade, President Associated Cost Engineers 801 N Pine Hills Rd Orlando, FL 32808 Phone: 407.704.7803 Email: jwade@aceconstructionmanagement.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Jaja J. Wade, President
Associated Cost Engineers
801 N Pine Hills Rd
Orlando, FL 32808
Phone: 407.704.7803
Email: jwade@aceconstructionmanagement.com

- 36. PUBLIC EMERGENCIES.** It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with

products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

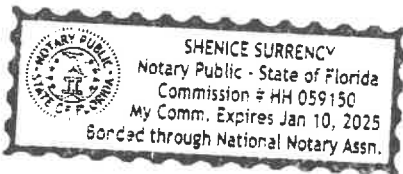
CONTRACTOR Associated Cost Engineers, Inc. of Delaware
By: [Signature]
Title: President
Date: May 8, 2023

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 8 day of MAY, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) JAJA WADE as (President) for (Associated Cost Engineers, Inc. of Delaware), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary [Signature]
Print Name: Shenice Surrency
My Commission Expires: January 10, 2025



CITY OF KISSIMMEE

By: _____
Olga Gonzalez Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work.
 - iii. Total cost of project.
 - iv. List of sub-contractors (if any).
 - v. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - vi. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
- ii. Description of the work to be performed
- iii. Special Conditions (if applicable)
- iv. Identification of all sub-contractors to be used (subject to City approval)
- v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
- vi. Liquidated damages provision (if applicable)
- vii. Milestone Schedule and date of Completion
- viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION FORM
ON THE FOLLOWING PAG**

ITEM 7.F

Contract with D.H. Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates

Request

Approval to piggyback off Osceola County's contract # AR-19-11048-HL with D.H Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates throughout the City buildings.

Explanation

Various roll-up garage doors throughout City buildings are in poor condition and continue to deteriorate due to wear and tear. Executing a preventative maintenance services contract through a specialized vendor would benefit the life expectancy of the above mentioned items, decrease the downtime and reduce the need for major repairs. The selected vendor would provide preventative maintenance, routine and emergency services. For these reasons and qualifications, the Facilities Management staff is proposing to piggyback on the existing Osceola County agreement with D.H. Pace Door Services.

Recommendation

Staff recommends City Commission approval of a piggyback contract (Osceola County Agreement AR-19-11048-HL) with D.H. Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Osceola County Master Agreement
2. (S) Agreement between COK D.H. Pace Door Services

**OSCEOLA COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

DEPT/OFFICE:	PUBLIC WORKS	MEETING DATE:	9/19/2022
DIRECTOR/MANAGER:	TAWNY OLORE	REQUEST TYPE:	Consent

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign Amendment #2 to the service agreement with DH Pace Company Incorporated, Olathe, Kansas, to provide roll-up garage door maintenance and repair; estimated expenditures shall increase from \$225,000.00 to \$300,000.00 annually for years four and five, to provide for increases in cost of materials for a total not to exceed \$1,317,123.00 through October 26, 2024 (AR-19-11048-HL).

STRATEGIC PLAN GOAL

Efficient and High Performing County Government

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$600000.00

Funds are appropriated in various department budgets County-wide for this purpose in the FY23 Tentative Budget. Fund availability is confirmed prior to the issuance of a purchase request.

Appropriations beyond Fiscal Year 2023 are subject to future Board approval.

APPROVING DEPARTMENTS

OMB:	Matthew J Fuhrer
Procurement:	Ted Phillips
Attorney:	Frank Townsend

BACKGROUND INFORMATION

- Approval of Amendment #2 will renew the agreement for two additional years and increase compensation from \$225,000.00 to \$300,000.00 annually for years four and five, for a total not to exceed amount of \$1,317,123.00 through October 26, 2024.
- This engagement provides for preventative maintenance and repair services for roll up doors and gates located throughout the County on an as needed basis.
- Approval of this request will extend the term of the agreement with D.H. Pace Company, Inc. Florida Door Solutions has chosen not to renew their contract at this time.
- On October 7, 2019 the Board approved and signed the original agreements with D.H. Pace Company, Inc. of Olathe, Kansas (Primary) and Florida Door Solutions, Inc. of Apopka, Florida (Secondary) for a total not to exceed amount of \$225,000.00 combined annually, for a total to exceed amount of \$675,000.00 through October 26, 2022 and authorized the County Manager to approve amendments to add or remove locations providing that the increase does not exceed 10% of the Board's approved amount.
- On December 26, 2019 the County Manager approved Amendment #1 to add new service locations to the agreements, increasing annual expenditures by \$42,123.00 to \$267,163.00 or for year one while remaining at \$225,000.00 for years two and three of the agreement. This increase added 3 locations to the quarterly maintenance schedule and installation of a swing door at Judge's parking lot.
- The original Agreements are on file with the Clerk of the Board.
- The Project Manager for this agreement Michael J. Amato, Building Maintenance Manager.
- Staff recommends approval and award.

**AMENDMENT # 2
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND D.H. PACE DOOR SERVICES**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and D.H. PACE DOOR SERVICES, 1901 East 119TH Street, Olathe, Kansas, 66062, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform preventive maintenance and repair services of roll-up doors and gates, as further described in the Agreement AR-19-11048-HL approved by the Board of County Commissioners on October 7, 2019, as amended by the County Manager on December 26, 2019, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to 25. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to increase compensation and replace Exhibit "B" Pricing Schedule to add service locations.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. **Exhibit "B" Pricing Schedule** is hereby deleted in its entirety and replaced with the **Exhibit "B" Revised Pricing Schedule** attached, here to and made this a binding part hereof this Amendment.
2. Section 1. Term is hereby amended to read as follows:

SECTION 1. **TERM**

The term of this Agreement is amended to extend through October 26, 2024 and may be extended when in the best interest of the County.
3. Section 5. Compensation is hereby deleted in its entirety and replaced with the following:

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Sixty Seven Thousand One Hundred Twenty Three and 00/100 Dollars (\$267,123.00) for Year One, Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00) annually for Years Two and Three and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) annually for Years Four and Five, for a total not to exceed amount of One Million Three Hundred Seventeen Thousand One Hundred Twenty Three and 00/100 Dollars (\$1,317,123.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
 - B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
 - C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
4. The agreement is hereby amended to add the following:

SECTION 36. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE.

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

- 5. These changes shall be effective upon this Amendment being executed by both parties.
- 6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Alicia Espinoza
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

09/19/2022
Amendment #2.



D.H. PACE DOOR SERVICES

By: SDW

Title: Asst. Secretary

Date: 8-31-22

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was executed before me this 31 day of August, 2022, by Shawn Merideth, as Asst Secretary of D.H. Pace Door Services, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:
August 3, 2024

Scott D. Slabaugh
NOTARY PUBLIC, State of Kansas



Exhibit "B"
Revised Pricing Schedule

Item	Roll-up Locations	Number of Doors	Quarterly Preventive Maintenance Cost	Extended Cost (x 4 Services)
1A.	Courthouse Square	4	\$120.00	\$480.00
1B.	Administration Parking Garage	4	\$120.00	\$480.00
2.	Osceola County Stadium	16	\$480.00	\$1,920.00
3A.	Osceola Heritage Park Central Energy Plant	4	\$120.00	\$480.00
3B.	Osceola Heritage Park Events Center	6	\$180.00	\$720.00
3C.	Osceola Heritage Park Kissimmee Valley Livestock Show	27	\$810.00	\$3,240.00
3D.	Osceola Heritage Park Silver Spurs Arena	56	\$1,680.00	\$6,720.00
4.	Osceola County Corrections Facility	47 48	\$1,410.00	\$5,640.00
5A.	Station #42 Poinciana	6	\$180.00	\$720.00
5B.	Station #43 Campbell City	6	\$180.00	\$720.00
5C.	Bread Basket	4	\$120.00	\$480.00
5D.	Station #51 Narcoossee	4	\$120.00	\$480.00
5E.	Station #52 Pine Grove	4	\$120.00	\$480.00
5F.	Station #53 Deer Run	6	\$180.00	\$720.00
5G.	Station #54 Harmony	8	\$240.00	\$960.00
5H.	Station #55 Holopaw	6	\$180.00	\$720.00
5I.	Station #57 Kenansville	6	\$180.00	\$720.00
5J.	Station #62 BVL	8	\$240.00	\$960.00
5K.	Station #63 Shady Lane	3	\$90.00	\$360.00
5L.	Station #64 Overstreet	8	\$240.00	\$960.00
5M.	Station #71 W-192	6	\$180.00	\$720.00
5N.	Station #72 Celebration	6	\$180.00	\$720.00
5O.	Station #73 Reunion	8	\$240.00	\$960.00

Item	Roll-up Locations	Number of Doors	Quarterly Preventive Maintenance Cost	Extended Cost (x 4 Services)
6.	Emergency Operations Center And Communications Center	6	\$180.00	\$720.00
7A	Fleet Management Yard 1	11	\$330.00	\$1320.00
7A.1	Fleet Management Yard 1 Building C	8	\$240.00	\$960.00
7A.2	Fleet Management Yard 1 Fleet warehouse	1	No PM's – Repair Only	
7A.3	Fleet Management Yard 1 Building D	1	No PM's – Repair Only	
7B.	Road and Bridge Yard 2	7	\$210.00	\$840.00
7C.	Road and Bridge Yard 1 3850 Old Canoe Creek Road St. Cloud, FL 34772	Total 26 for R&B yard 1		
7C.1	Road and Bridge Yard 1 Building B	5	No PM's – Repair Only	
7C.2	Road and Bridge Yard 1 Building F	3	No PM's – Repair Only	
7C.3	Road and Bridge Yard 1 Building G	7	No PM's – Repair Only	
7C.4	Road and Bridge Yard 1 Building K	7	No PM's – Repair Only	
7C.5	Road and Bridge Yard 1 Building N	4	No PM's – Repair Only	
8A.	Sheriff Administration Complex	3	\$90.00	\$360.00
8B.	Sheriff Fleet Maintenance Bldg.	15	\$450.00	\$1,800.00
9	County Government Center	2	\$60.00	\$240.00
10.	Sheriff Aviation Hanger	2	\$60.00	\$240.00
11.	Sheriff Sub Station	2	\$60.00	\$240.00
12.	Sheriff Training Facility 3700 Arthur Gallagher Blvd. St. Cloud, FL 34771	23	\$60.00	\$240.00
13.	NeoCity Office Building 104 NeoCity Way, Kissimmee, Florida 34744	2	\$60.00	\$240.00
14.	Animal Services 3910 Old Canoe Creek Road St. Cloud, FL 34772	4	\$120.00	\$480.00

Item	Roll-up Locations	Number of Doors	Quarterly Preventive Maintenance Cost	Extended Cost (x 4 Services)
15.	Hart Memorial Library, 211 East Dakin Ave Kissimmee FL 34741	1	\$30.00	\$120.00
16.	Equestrian Center, 211 East Dakin Ave Kissimmee FL 34741	2	\$30.00	\$120.00
17.	Records Retention	1	\$30.00	\$120.00
	Totals	350	\$9,600.00	\$38,400.00
No.	Gate Locations	Number of Gates	Quarterly Preventive Maintenance Cost	Extended Cost (x 4 Services)
1.	Osceola County Corrections Facility	5	\$150.00	\$600.00
2.	Courthouse Square	2	\$60.00	\$240.00
3.	Emergency Operations Center And Communications Center	4	\$120.00	\$480.00
4A.	Sheriff's Administration Complex	7	\$210.00	\$840.00
4B.	Sheriff's Fleet Maintenance Bldg.	4	\$120.00	\$480.00
5.	Bass Road Landfills	1	\$30.00	\$120.00
6.	Fire Training Facility	1	\$30.00	\$120.00
7.	Road and Bridge Yard 1	1	\$30.00	\$120.00
	Totals	22	\$660.00	\$2,640.00
Vendor's Service Charges				
Standard Service Call Labor Rate				\$100 /Per hour
Discount Offered for parts from Catalog or List.				25 %
Response Time For Emergency Calls				4/ Hours
Price for afterhours emergency call. *This will be a per instance charge that will be billed along with the Standard Service Call Labor Rate.				\$160 /Per call
Additional charge for Drop Testing and Certification of Fire Rated Doors				\$50 /Per Door

PRICE SCHEDULE FOR FUTURE ADDITIONAL LOCATIONS PER DOOR/GATE			
Future Locations	Number of Doors/Gate	Quarterly Preventive Maintenance Cost	Extended Cost (x 4 Services)
Roll Up Door	1	\$30.00	\$120.00
Gate	1	\$30.00	\$120.00

FURNISH AND INSTALL GATE AT THE COURTHOUSE PARKING LOT	
Swing Gate Installation, Electrical Wiring and Concrete Slab	Cost Per Item
(1) 10' Wide HySecurity WedgeSmart w/Barrie Arm, (1) Traffic	\$33,763
Electrical (1) 120V (20 amps) electrical circuit, trenching around 30', piping around 40'. Wiring for barricade	\$2,500
Maxter Concrete, cut out and dispose of existing asphalt and provide and install Concrete Slab	\$5,500
Total	<u>\$41,763</u>

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
1A	Courthouse Square 2 Courthouse Square Kissimmee, FL 34741 Contact: Maintenance Supervisor 407-742-3008	4	Type: Loading Dock Rollup Door Manufacturer: Liftmaster (Cookson Company) Model: GH5011M Dimensions: 24' wide X 14'8" high FMGA Serial No: 410-AO-84279 Type: Sally port Rollup Door Manufacturer: Liftmaster (Cookson Company) Model: Not Available Dimensions: 15'4" wide X 15' high FCM Serial No: Not Available Type: CEP Rollup Fire Doors Manufacturer: Warnock Hersey (Cookson Company) Model: FD Dimensions: 12' wide X 11'4" high FCM (3 to 4 hr rated) Serial No: WHI-005670 Type: CEP Rollup Fire Doors Manufacturer: Warnock Hersey (Cookson Company) Model: FD Dimensions: 12' wide X 11' 4" high FCM (3 to 4 hr rated) Serial No: WHI 005669

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
1B	Administration Parking Garage 521 Bryan Street Kissimmee FL 34741 Contact: Maintenance Supervisor 407-742-3008	4	Type: Bryan St Exit Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 9' 9" high x 10' 6" wide Serial No: C00109 Type: Bryan St Right Entrance Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 10' 6" high x 10' 6" wide Serial No: C00106 Type: Garage Bryan St Center Entrance Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 10' 2" high x 10' 6" wide Serial No: C00111 Type: Garage Emmett Street Exit Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 9' 8" high x 12' 4" wide Serial No: C00107

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
2	Osceola County Stadium 621 Heritage Park Way Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	16	Type: Atlas Rollup Door #1: 6' high x 14'5" long Door #2: 3'7" high x 6'6" long Door #3: 8'6" high x 8'5" long Door #4: 9'5" high x 8'7" long Type: Rollup Door #5: 4'11" high x 10'11" long Door #6: 4'11" high x 10'11" long Door #7: 4'11" high x 10'11" long Door #8: 4'11" high x 10'11" long Door #9: 4'11" high x 10'11" long Door #10: 4'11" high x 10'11" long longType: North American Rollup Door #11: 9'10" high x 13'11" long Door #12: 9'10" high x 13'11" long Door #13: 11'3" high x 13'14" long Door #14: 11'2" high x 13'14" long Type: Cornell Door #15: 6'3" high x 10'5" long Door #16: 4'9" high x 8'3" long
3A.	Osceola Heritage Park Central Energy Plant 640 Heritage Park Way Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	4	Type: Chain Operated Rolling Steel Doors Door #1: 10' wide x 12' high Door #2: 10' wide x 12' high Door #3: 10' wide x 12' high Door #4: 10' wide x 12' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
3B	Osceola Heritage Park Events Center 1901 Chief Osceola Trail Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	6	Type: Fire Shutters Door #1: 15' wide x 5' high Door #2: 15' wide x 5' high Type: Motor Operated Rolling Steel Doors Door #3: 16' wide x 14' high Door #4: 16' wide x 14' high Type: Chain Operated Rolling Steel Doors Door #5: 9' wide x 12' high Door #6: 9' wide x 12' high
3C	Osceola Heritage Park Kissimmee Valley Livestock Show1911 Kissimmee Valley LaneKissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	27	Type: Chain Operated Rollups Door #1 through Door #10: 10' wide x 4' high Door #11 through Door #14: 8' wide x 4' high Door #15 through Door #19: 10' wide x 10' high Door #20: 7' wide x 10' high Door #21: 9' wide x 12' high Door #22: 10' wide x 12' high Door #23: 12' wide x 12' high Type: Shutter Door #24: 6' wide x 5' high Type: Rolling Fire Door Door #25: 12' wide x 12 high Door #26: 10' wide x 12' high Type: Fire Shutter Door #27: 10' wide x 5' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
3D	Osceola Heritage Park Silver Spurs Arena1875 Silver Spur LaneKissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	56	Type: Crank Operated Rollups Door #1 through Door #16: 10' wide x 10' high Type: Rolling Fire Door Door #17: 12' wide x 12' high Type: Fire Shutter Door #18: 6' wide x 4' high Type: Motor Operated Rollup Door #19: 12' wide x 15' high Door #20: 15' wide x 15' high Type: Shutter Door #21: 8' wide x 5' high Door #22: 12' wide x 5' high Door #23 through Door #26: 4' wide x 8' high Door #27 through Door #42: 10' wide x 5' high Type: Chain Hoist Operated Rollup Door #43: 12' wide x 12' high Type: Fire Doors Door #44: 10' wide x 10' high Door #45: 10' wide x 10' high Type: Motor Operated Rollup Door #46: 20' wide x 15' high Type: Rollup Fire Door Door #47: 12' wide x 10' high Type: Motor Operated Rollup Door #48 through 49: 10' wide x 12' high Door #50: 11' wide x 10' high Door #51: 16' wide x 12' high Door #52: 12' wide x 12' high Door #53: 14' wide x 10' high Door #54: 16' wide x 12' high

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
			Door #25 through 56: 16' wide x 14' high
4	Osceola County Corrections 402 Simpson Rd. Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer Phone: 407-742-4484	47	(2) each 6' x 8' rolling steel service doors (Kitchen) (2) each 6' x 8' rolling steel service doors (Warehouse) (2) each 14' x 11' rolling grille service doors (Sally Port) (1) each 8' x 10' rolling steel service door (Sally Port-G) (1) each 14'10" x 10' sectional steel door (Service Center) (1) each 17'3" x 10' rolling grille service door (Service Center) (1) each 18'2" x 10' sectional steel door (Service Center) (16) each 4'2" x 14' rolling steel chase doors (B-Pod) (16) each 4'2" x 14' rolling steel chase doors (C-Pod) (1) each 6' x 8' rolling steel service doors (Pre-Trial) (1) each 6' x 8' rolling steel service doors (Maint-Tool Room) (2) each 7' x 8' rolling steel service doors (B-Pod Program Room) (1) each 7' x 8' rolling steel service doors (B-Pod Chaplain)
5A.	Station #42 Poinciana 2000 North Poinciana Boulevard Kissimmee, FL 34747 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Wayne Dalton Door #1: 16' wide X 14' high Door #2: 16' wide X 14' high Door #3: 16' wide X 14' high Door #4: 16' wide X 14' high Door #5: 16' wide X 14' high Door #6: 16' wide X 14' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
5B	Station #43 Campbell City 1665 Broad Street Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide X 12'2" high Door #2: 12' wide X 12'2" high Door #3: 12' wide X 12'2" high Door #4: 12' wide X 12'2" high Door #5: 12' wide X 12'2" high Door #6: 12' wide X 12'2" high
5C	Bread Basket 1535 Immokalee Street. Intercession City, FL 33848 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Kinnear/Wayne Dalton Door #1: 12' wide X 12'1" Door #2: 12' wide X 12'1" Door #3: 12' wide X 12'1" Door #4: 12' wide X 12'1"
5D	Station #51 - Narcoossee VFD5030 Yukon StreetSt. Cloud, FL 34771 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Atlas Rolling Aluminum Door #1: 12' wide X 14'2" high Door #2: 12' wide X 14'2" high Door #3: 12' wide X 14'2" high Door #4: 12' wide X 14'2" high
5E	Station #52 Pine Grove Park 1420 Pine Grove Road St. Cloud, FL 34771 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Windsor Door #1: 12' wide X 12' high Door #2: 12' wide X 12' high Door #3: 12' wide X 12' high Door #4: 12' wide X 12' high

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5F	Station #53 Deer Run 4070 Hickory Tree Road. St. Cloud, FL 34772 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"
5G	Station #54 Harmony 3600 Arthur J. Gallagher Boulevard St. Cloud, FL 34773 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Wayne Dalton Door Door #1: 14'wide X 14' Door #2 :14'wide X 14' Door #3: 14'wide X 14' Door #4: 14'wide X 14' Door #5: 14'wide X 14' Door #6: 14'wide X 14' Door #7: 14'wide X 14' Door #8: 14'wide X 14'
5H	Station #55 Holopaw 8807 Reliant Road St. Cloud, FL 34773 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide x 14'2" high Door #2: 12' wide x 14'2" high Door #3: 12' wide x 14'2" high Door #4: 12' wide x 14'2" high Door #5: 12' wide x 14'2" high Door #6: 12' wide x 14'2" high
5I	Station #57 Kenansville 1130 S. Canoe Creek Road. Kenansville, FL 34739 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5J	Station #62 279 Royal Palm Drive Kissimmee, FL 34743 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
5K	Station #63 Shady Lane 1097 Shady Lane Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	3	Type: Clopay Door #1: 12' wide X 12'1" Door #2: 12' wide X 12'1" Door #3: 12' wide X 12'1"
5L	Station #64 Overstreet 3385 Pleasant Hill Road Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
5M	Station #71W 192 Fire District 8706 West Irlo Bronson Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide X 12'2" Door #2: 12' wide X 12'2" Door #3: 12' wide X 12'2" Door #4: 12' wide X 12'2" Door #5: 12' wide X 12'2" Door #6: 12' wide X 12'2"

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5N	Station #72 Celebration Fire Station 595 Celebration Place Celebration, FL 34747 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"
5O	Station #73 7855 Osceola Polk Line Road Davenport, FL 33896 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
6	Emergency Operations Center And Communications Center 2586 Partin Settlement Road Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	6	Door # 1' 10" wide x 8 high Door # 2' 10" wide x 8 high Door # 3' 10" wide x 8 high Door # 4' 10" wide x 8 high Door # 5' 5" wide x 6 high Door # 6' 4" wide x 7 high
7A.	Fleet Management Yard 1 3860 Old Canoe Creek RoadSt. Cloud, Florida 34769 Contact: Chief Facility Operations Engineer 407-742-3003	11	Door #1 14' wide x 14' high Door #2 14' wide x 14' high Door #3 14' wide x 14' high Door #4 14' wide x 14' high Door #5 14' wide x 14' high Door #6 14' wide x 14' high Door #7 14' wide x 14' high Door #8 14' wide x 14' high Door #9 14' wide x 14' high Door #10 14' wide x 14' high Door #11 14' wide x 14' high

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
7A.1	Fleet Management Yard 1 Building C	8	8 Doors – 12'2" wide x 16' high
7A.2	Fleet Management Yard 1 Fleet warehouse	1	1 Door - 8'1" wide x 8'1" high
7A.3	Fleet Management Yard 1 Building D	7	7 Doors - 12'3" wide x 12' high
7B.	Road and Bridge Yard 2 1698 Hoagland Blvd. Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	3	Door #1. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high. Door #2. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high. Door #3. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high.
		4*	Doors 4-7 are unknown at this time. Added at a later date.
7C.	Road and Bridge Yard 1 3850 Old Canoe Creek Road St. Cloud, FL 34772 Contact: Chief Facility Operations Engineer 407-742-3003	Total 26 for R&B yard1	
	Road and Bridge Yard 1 Building B	5	1 Door - 10'2" wide x 10' high 3 Doors - 10'3" wide x 12' high 1 - 7' wide x 7' high
	Road and Bridge Yard 1 Building F	3	3 Doors - 11'3" wide x 11'3" high
	Road and Bridge Yard 1 Building G	7	7 Doors - 10'4" wide x 11' high
	Road and Bridge Yard 1 Building K	7	4 Doors - 12'4" wide x 13' high 3 Doors - 10'4" wide x 10'5" high
	Road and Bridge Yard 1 Building N	4	3 Doors - 10'8" wide x 12' high 1 Doors - 10'8" x 14' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
8A	Sheriff's Administration Complex 2601 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Maintenance Coordinator 321-697-4696 Sheriff's Forensics Sheriff's Supply Department	1	Rollup Door Manufacturer Wayne Dalton Model 800C (Sheriffs Forensics)
		1	Automatic Roll Up Door 10 X12 (Sheriff' Supply Department)
		1	1 Automatic Roll Up Door 10 x 12 (Sheriff's New Evidence Building)
8B.	Sheriff's Fleet Maintenance Building 2611 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Maintenance Coordinator 321-697-4696	10	Manual Roll Up Doors 8X10
		1	Automatic Roll Up Door 18X12
		1	Automatic Roll Up Door 18X12 (Fire Door)
		1	Window Fire Shutter
		1	Automatic Roll Up Door 8X10
		1	Hydraulic Loading Dock Lift 5,000 Lift Capacity Manufacturer: Advance Lifts Model Number: T-50608
9	Government Center 2501 Irlo Bronson Memorial Hwy Kissimmee, FL 34744 SOE Warehouse # 1370 Contact: Maintenance Technician (407) 742-2652	2	Description: Chain operated - manual Manufacturer: Cookson Company Dimension: wide=101-1/2" X high= 113" Door mark: R02 Job: 411354 Item: Drive bracket Description: Chain operated- manual Manufacturer: Cookson Company Dimension: wide=101-1/2" X high=113" Door mark: 101 Job:411354

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
			Item: Tension bracket
10	Sheriff Aviation Hanger 4013 5th Street Kissimmee, FL Contact: Chief Facility Operations Engineer 407-742-3003	1	Sliding aviation door
		1	Motorized barrel assembly door
11	Sheriff Sub Station 2000 N. Poinciana Blvd Kissimmee, FL Contact: Chief Facility Operations Engineer 407-742-3003	2	Manually operated barrel assembly door
12	Sheriff Training Facility 3700 Arthur J. Gallagher Blvd. St. Cloud, FL 34771	2	6' x 8' Manual roll up door 6' x 5' Manual roll up door Manual slide gate
13	NeoCity Office Building Way 104 NeoCity Kissimmee, FL 34744	2	12' X 8' Motorized barrel assembly door 12' 7" X 14' Motorized barrel assembly door
14.	Animal Services 3910 Old Canoe Creek Road St. Cloud, FL 34772	4	2 Doors - 8' wide x 10'2" high 2 Doors - 10'3" wide x 10'4" high
Gate Location List			

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
1	Osceola County Corrections 402 Simpson Rd.Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 742-4484	4	(2) each 15' x 20' chain link, electric slide gates (WRC- Maintenance and Receiving Sally Port (1) each 19' x 14', chain driven, chain-link, roller gate (Outside Kitchen gate) (1) each 14' x 14', chain driven, chain-link, roller gate(Inside Kitchen gate) (1) Each 7 3 x 30 chain driven chain link roll gate(Old Service Center Entrance Gate)
2	Courthouse Square 2 Courthouse Square Kissimmee, FL 34741 Contact: Maintenance Supervisor 407-742-3008	2	Type: Judges Parking Lot Gate (Elite Access System) Manufacturer: Elite Model: SCW200UL Dimensions: Serial No: 1W1300013103 Serial No: U123100----9
3	Emergency Operations Center And Communications Center 2586 Partin Settlement Road Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Parking Garage Gate Entrance: 21' x 91" Exit: 18' x 91" Manufacturer: Tymetal-VS Model: 111471 Type: Compound Entrance: 25' x 91" Exit: 18' x 91" Manufacturer: Tymetal-VS Model: 111471
4A	Sheriff's Administration Complex 2601 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Brian Martinez 321-697-4696	7 Total for Sheriff's Administration	

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
	Employee Entrance Double sided gate system	2	Gate: Heavy Duty Cantilever Slide Gates Manufacturer: Tymetal Model#225VS Operator: TYMVS (1 entrance and 1 egress)
	Administrative Entrance Double sided gate system	2	Gate: Heavy Duty Cantilever Slide Gate Manufacturer: Tymetal Model#225VS Operator: TYMVS(1 entrance and 1 egress)
	Forensics Department	1	Gate: Manual Security double gate Manufacture: ALL Rite Fence Company
	Helicopter Pad	1	Gate: Manual Entrance Gate Manufacturer: All Rite Fence Company
	Sheriff's access to Communications/E.O.C. Facility	1	Electronic Man Gate Manufacturer: All Rite Fence Company
48	Sheriff's Fleet Maintenance Building 2611 East Irlo Bronson Hwy Kissimmee, FL 34744	4	Heavy Duty Cantilever Slide Gate Manufacturer: Tymetal
	Employee Entrance Double sided gate system	2	(1 entrance and 1 egress)
	Administrative Entrance Double sided gate system	2	(1 entrance and 1 egress)
5	Bass Road Landfills 750 S. Bass Road Kissimmee, FL 34746	1	Heavy Duty Cantilever Slide Gate Manufacturer: HySecurity Model: Slide Driver D Serial No: Not Available
6	Fire Training Facility 3186 Pershing Street Kissimmee, FL 34741	1	Gate Operator-LiftMaster CSW24UL X2 2-12"X6 Aluminum swing gates
7	Road and Bridge Yard 1 3850 Old Canoe Creek Road Kissimmee, FL 34746	2	Heavy Duty Cantilever Slide Gate Manufacturer: HySecurity Model: Slide Driver D

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
			Serial No: Not Available

Garage Door Location List

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
1A	Courthouse Square 2 Courthouse Square Kissimmee, FL 34741 Contact: Maintenance Supervisor 407-742-3008	4	Type: Loading Dock Rollup Door Manufacturer: Liftmaster (Cookson Company) Model: GH5011M Dimensions: 24' wide X 14'8" high FMGA Serial No: 410-AO-84279 Type: Sally port Rollup Door Manufacturer: Liftmaster (Cookson Company) Model: Not Available Dimensions: 15'4" wide X 15' high FCM Serial No: Not Available Type: CEP Rollup Fire Doors Manufacturer: Warnock Hersey (Cookson Company) Model: FD Dimensions: 12' wide X 11'4" high FCM (3 to 4 hr rated) Serial No: WHI-005670 Type: CEP Rollup Fire Doors Manufacturer: Warnock Hersey (Cookson Company) Model: FD Dimensions: 12' wide X 11' 4" high FCM (3 to 4 hr rated) Serial No: WHI 005669

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
1B	Administration Parking Garage 521 Bryan Street Kissimmee FL 34741 Contact: Maintenance Supervisor 407-742-3008	4	Type: Bryan St Exit Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 9' 9" high x 10' 6" wide Serial No: C00109 Type: Bryan St Right Entrance Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 10' 6" high x 10' 6" wide Serial No: C00106 Type: Garage Bryan St Center Entrance Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 10' 2" high x 10' 6" wide Serial No: C00111 Type: Garage Emmett Street Exit Gate Manufacturer: Cornell Model: MGHL5043EHR Dimensions: 9' 8" high x 12' 4" wide Serial No: C00107

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
2	Osceola County Stadium 621 Heritage Park Way Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	16	Type: Atlas Rollup Door #1: 6' high x 14'5" long Door #2: 3'7" high x 6'6" long Door #3: 8'6" high x 8'5" long Door #4: 9'5" high x 8'7" long Type: Rollup Door #5: 4'11" high x 10'11" long Door #6: 4'11" high x 10'11" long Door #7: 4'11" high x 10'11" long Door #8: 4'11" high x 10'11" long Door #9: 4'11" high x 10'11" long Door #10: 4'11" high x 10'11" long longType: North American Rollup Door #11: 9'10" high x 13'11" long Door #12: 9'10" high x 13'11" long Door #13: 11'3" high x 13'14" long Door #14: 11'2" high x 13'14" long Type: Cornell Door #15: 6'3" high x 10'5" long Door #16: 4'9" high x 8'3" long
3A.	Osceola Heritage Park Central Energy Plant 640 Heritage Park Way Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	4	Type: Chain Operated Rolling Steel Doors Door #1: 10' wide x 12' high Door #2: 10' wide x 12' high Door #3: 10' wide x 12' high Door #4: 10' wide x 12' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
3B	Osceola Heritage Park Events Center 1901 Chief Osceola Trail Kissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	6	Type: Fire Shutters Door #1: 15' wide x 5' high Door #2: 15' wide x 5' high Type: Motor Operated Rolling Steel Doors Door #3: 16' wide x 14' high Door #4: 16' wide x 14' high Type: Chain Operated Rolling Steel Doors Door #5: 9' wide x 12' high Door #6: 9' wide x 12' high
3C	Osceola Heritage Park Kissimmee Valley Livestock Show1911 Kissimmee Valley LaneKissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	27	Type: Chain Operated Rollups Door #1 through Door #10: 10' wide x 4' high Door #11 through Door #14: 8' wide x 4' high Door #15 through Door #19: 10' wide x 10' high Door #20: 7' wide x 10' high Door #21: 9' wide x 12' high Door #22: 10' wide x 12' high Door #23: 12' wide x 12' high Type: Shutter Door #24: 6' wide x 5' high Type: Rolling Fire Door Door #25: 12' wide x 12 high Door #26: 10' wide x 12' high Type: Fire Shutter Door #27: 10' wide x 5' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
3D	Osceola Heritage Park Silver Spurs Arena1875 Silver Spur LaneKissimmee, FL 34744 Contact: Maintenance Supervisor 321-697-3383	56	Type: Crank Operated Rollups Door #1 through Door #16: 10' wide x 10' high Type: Rolling Fire Door Door #17: 12' wide x 12' high Type: Fire Shutter Door #18: 6' wide x 4' high Type: Motor Operated Rollup Door #19: 12' wide x 15' high Door #20: 15' wide x 15' high Type: Shutter Door #21: 8' wide x 5' high Door #22: 12' wide x 5' high Door #23 through Door #26: 4' wide x 8' high Door #27 through Door #42: 10' wide x 5' high Type: Chain Hoist Operated Rollup Door #43: 12' wide x 12' high Type: Fire Doors Door #44: 10' wide x 10' high Door #45: 10' wide x 10' high Type: Motor Operated Rollup Door #46: 20' wide x 15' high Type: Rollup Fire Door Door #47: 12' wide x 10' high Type: Motor Operated Rollup Door #48 through 49: 10' wide x 12' high Door #50: 11' wide x 10' high Door #51: 16' wide x 12' high Door #52: 12' wide x 12' high Door #53: 14' wide x 10' high Door #54: 16' wide x 12' high

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
			Door #25 through 56: 16' wide x 14' high
4	Osceola County Corrections 402 Simpson Rd. Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer Phone: 407-742-4484	47	(2) each 6' x 8' rolling steel service doors (Kitchen) (2) each 6' x 8' rolling steel service doors (Warehouse) (2) each 14' x 11' rolling grille service doors (Sally Port) (1) each 8' x 10' rolling steel service door (Sally Port-G) (1) each 14'10" x 10' sectional steel door (Service Center) (1) each 17'3" x 10' rolling grille service door (Service Center) (1) each 18'2" x 10' sectional steel door (Service Center) (16) each 4'2" x 14' rolling steel chase doors (B-Pod) (16) each 4'2" x 14' rolling steel chase doors (C-Pod) (1) each 6' x 8' rolling steel service doors (Pre-Trial) (1) each 6' x 8' rolling steel service doors (Maint-Tool Room) (2) each 7' x 8' rolling steel service doors (B-Pod Program Room) (1) each 7' x 8' rolling steel service doors (B-Pod Chaplain)
5A.	Station #42 Poinciana 2000 North Poinciana Boulevard Kissimmee, FL 34747 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Wayne Dalton Door #1: 16' wide X 14' high Door #2: 16' wide X 14' high Door #3: 16' wide X 14' high Door #4: 16' wide X 14' high Door #5: 16' wide X 14' high Door #6: 16' wide X 14' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
5B	Station #43 Campbell City 1665 Broad Street Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide X 12'2" high Door #2: 12' wide X 12'2" high Door #3: 12' wide X 12'2" high Door #4: 12' wide X 12'2" high Door #5: 12' wide X 12'2" high Door #6: 12' wide X 12'2" high
5C	Bread Basket 1535 Immokalee Street. Intercession City, FL 33848 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Kinnear/Wayne Dalton Door #1: 12' wide X 12'1" high Door #2: 12' wide X 12'1" high Door #3: 12' wide X 12'1" high Door #4: 12' wide X 12'1" high
5D	Station #51 - Narcoossee VFD5030 Yukon StreetSt. Cloud, FL 34771 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Atlas Rolling Aluminum Door #1: 12' wide X 14'2" high Door #2: 12' wide X 14'2" high Door #3: 12' wide X 14'2" high Door #4: 12' wide X 14'2" high
5E	Station #52 Pine Grove Park 1420 Pine Grove Road St. Cloud, FL 34771 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Windsor Door #1: 12' wide X 12' high Door #2: 12' wide X 12' high Door #3: 12' wide X 12' high Door #4: 12' wide X 12' high

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5F	Station #53 Deer Run 4070 Hickory Tree Road. St. Cloud, FL 34772 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"
5G	Station #54 Harmony 3600 Arthur J. Gallagher Boulevard St. Cloud, FL 34773 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Wayne Dalton Door Door #1: 14'wide X 14' Door #2 :14'wide X 14' Door #3: 14'wide X 14' Door #4: 14'wide X 14' Door #5: 14'wide X 14' Door #6: 14'wide X 14' Door #7: 14'wide X 14' Door #8: 14'wide X 14'
5H	Station #55 Holopaw 8807 Reliant Road St. Cloud, FL 34773 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide x 14'2" high Door #2: 12' wide x 14'2" high Door #3: 12' wide x 14'2" high Door #4: 12' wide x 14'2" high Door #5: 12' wide x 14'2" high Door #6: 12' wide x 14'2" high
5I	Station #57 Kenansville 1130 S. Canoe Creek Road. Kenansville, FL 34739 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5J	Station #62 279 Royal Palm Drive Kissimmee, FL 34743 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
5K	Station #63 Shady Lane 1097 Shady Lane Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	3	Type: Clopay Door #1: 12' wide X 12'1" Door #2: 12' wide X 12'1" Door #3: 12' wide X 12'1"
5L	Station #64 Overstreet 3385 Pleasant Hill Road Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
5M	Station #71W 192 Fire District 8706 West Irl Bronson Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Atlas Rolling Aluminum Door #1: 12' wide X 12'2" Door #2: 12' wide X 12'2" Door #3: 12' wide X 12'2" Door #4: 12' wide X 12'2" Door #5: 12' wide X 12'2" Door #6: 12' wide X 12'2"

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
5N	Station #72 Celebration Fire Station 595 Celebration Place Celebration, FL 34747 Contact: Chief Facility Operations Engineer 407-742-3003	6	Type: Raynor Sectional Door Door #1: 14' wide X 14'2" Door #2: 14' wide X 14'2" Door #3: 14' wide X 14'2" Door #4: 14' wide X 14'2" Door #5: 14' wide X 14'2" Door #6: 14' wide X 14'2"
5O	Station #73 7855 Osceola Polk Line Road Davenport, FL 33896 Contact: Chief Facility Operations Engineer 407-742-3003	8	Type: Clopay Door #1: 14' wide x 14'2" high Door #2: 14' wide x 14'2" high Door #3: 14' wide x 14'2" high Door #4: 14' wide x 14'2" high Door #5: 14' wide x 14'2" high Door #6: 14' wide x 14'2" high Door #7: 14' wide x 14'2" high Door #8: 14' wide x 14'2" high
6	Emergency Operations Center And Communications Center 2586 Partin Settlement Road Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	6	Door # 1' 10" wide x 8 high Door # 2' 10" wide x 8 high Door # 3' 10" wide x 8 high Door # 4' 10" wide x 8 high Door # 5' 5" wide x 6 high Door # 6' 4" wide x 7 high
7A.	Fleet Management Yard 1 3860 Old Canoe Creek RoadSt. Cloud, Florida 34769 Contact: Chief Facility Operations Engineer 407-742-3003	11	Door #1 14' wide x 14' high Door #2 14' wide x 14' high Door #3 14' wide x 14' high Door #4 14' wide x 14' high Door #5 14' wide x 14' high Door #6 14' wide x 14' high Door #7 14' wide x 14' high Door #8 14' wide x 14' high Door #9 14' wide x 14' high Door #10 14' wide x 14' high Door #11 14' wide x 14' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
7A.1	Fleet Management Yard 1 Building C	8	8 Doors – 12'2" wide x 16' high
7A.2	Fleet Management Yard 1 Fleet warehouse	1	1 Door - 8'1" wide x 8'1" high
7A.3	Fleet Management Yard 1 Building D	7	7 Doors - 12'3" wide x 12' high
7B.	Road and Bridge Yard 2 1698 Hoagland Blvd. Kissimmee, FL 34746 Contact: Chief Facility Operations Engineer 407-742-3003	3	Door #1. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high. Door #2. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high. Door #3. Wayne Dalton #DS-350. 12ft 4in wide, 12ft high.
		4*	Doors 4-7 are unknown at this time. Added at a later date.
7C.	Road and Bridge Yard 1 3850 Old Canoe Creek Road St. Cloud, FL 34772 Contact: Chief Facility Operations Engineer 407-742-3003	Total 26 for R&B yard1	
	Road and Bridge Yard 1 Building B	5	1 Door - 10'2" wide x 10' high 3 Doors - 10'3" wide x 12' high 1 - 7' wide x 7' high
	Road and Bridge Yard 1 Building F	3	3 Doors - 11'3" wide x 11'3" high
	Road and Bridge Yard 1 Building G	7	7 Doors - 10'4" wide x 11' high
	Road and Bridge Yard 1 Building K	7	4 Doors - 12'4" wide x 13' high 3 Doors - 10'4" wide x 10'5" high
	Road and Bridge Yard 1 Building N	4	3 Doors - 10'8" wide x 12' high 1 Doors - 10'8" x 14' high

Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
8A	Sheriff's Administration Complex 2601 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Maintenance Coordinator 321-697-4696 Sheriff's Forensics Sheriff's Supply Department	1	Rollup Door Manufacturer Wayne Dalton Model 800C (Sheriffs Forensics)
		1	Automatic Roll Up Door 10 X12 (Sheriff' Supply Department)
		1	1 Automatic Roll Up Door 10 x 12 (Sheriff's New Evidence Building)
8B.	Sheriff's Fleet Maintenance Building 2611 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Maintenance Coordinator 321-697-4696	10	Manual Roll Up Doors 8X10
		1	Automatic Roll Up Door 18X12
		1	Automatic Roll Up Door 18X12 (Fire Door)
		1	Window Fire Shutter
		1	Automatic Roll Up Door 8X10
		1	Hydraulic Loading Dock Lift 5,000 Lift Capacity Manufacturer: Advance Lifts Model Number: T-50608
9	Government Center 2501 Irlo Bronson Memorial Hwy Kissimmee, FL 34744 SOE Warehouse # 1370 Contact: Maintenance Technician (407) 742-2652	2	Description: Chain operated - manual Manufacturer: Cookson Company Dimension: wide=101-1/2" X high= 113" Door mark: R02 Job: 411354 Item: Drive bracket Description: Chain operated- manual Manufacturer: Cookson Company Dimension: wide=101-1/2" X high=113" Door mark: 101 Job:411354 Item: Tension bracket

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
10	Sheriff Aviation Hanger 4013 5th Street Kissimmee, FL Contact: Chief Facility Operations Engineer 407-742-3003	1	Sliding aviation door
		1	Motorized barrel assembly door
11	Sheriff Sub Station 2000 N. Poinciana Blvd Kissimmee, FL Contact: Chief Facility Operations Engineer 407-742-3003	2	Manually operated barrel assembly door
12	Sheriff Training Facility 3700 Arthur J. Gallagher Blvd. St. Cloud, FL 34771	2	6' x 8' Manual roll up door 6' x 5' Manual roll up door Manual slide gate
13	NeoCity Office Building 104 NeoCity Way Kissimmee, FL 34744	2	12' X 8' Motorized barrel assembly door 12' 7" X 14' Motorized barrel assembly door
14.	Animal Services 3910 Old Canoe Creek Road St. Cloud, FL 34772	4	2 Doors - 8' wide x 10'2" high 2 Doors - 10'3" wide x 10'4" high
Gate Location List			
1	Osceola County Corrections 402 Simpson Rd. Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 742-4484	4	(2) each 15' x 20' chain link, electric slide gates (WRC- Maintenance and Receiving Sally Port (1) each 19' x 14', chain driven, chain-link, roller gate (Outside Kitchen gate) (1) each 14' x 14', chain driven, chain-link, roller gate (Inside Kitchen gate)

Item	Location	Quantity	Description
Roll-up Garage Door Maintenance & Repair - Location List			
			(1) Each 7 3 x 30 chain driven chain link roll gate(Old Service Center Entrance Gate)
2	Courthouse Square 2 Courthouse Square Kissimmee, FL 34741 Contact: Maintenance Supervisor 407-742-3008	2	Type: Judges Parking Lot Gate (Elite Access System) Manufacturer: Elite Model: SCW200UL Dimensions: Serial No: 1W1300013103 Serial No: U123100----9
3	Emergency Operations Center And Communications Center 2586 Partin Settlement Road Kissimmee, FL 34744 Contact: Chief Facility Operations Engineer 407-742-3003	4	Type: Parking Garage Gate Entrance: 21' x 91" Exit: 18' x 91" Manufacturer: Tymetal-VS Model: 111471 Type: Compound Entrance: 25' x 91" Exit: 18' x 91" Manufacturer: Tymetal-VS Model: 111471
4A	Sheriff's Administration Complex 2601 East Irlo Bronson Hwy Kissimmee, FL 34744 Contact: Brian Martinez 321-697-4696	7 Total for Sheriff's Administration	
	Employee Entrance Double sided gate system	2	Gate: Heavy Duty Cantilever Slide Gates Manufacturer: Tymetal Model#225VS Operator: TYMVS (1 entrance and 1 egress)

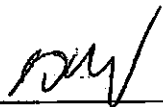
Item	Location	Quantity	Description
Roll -up Garage Door Maintenance & Repair - Location List			
	Administrative Entrance Double sided gate system	2	Gate: Heavy Duty Cantilever Slide Gate Manufacturer: Tymetal Model#225VS Operator: TYMVS(1 entrance and 1 egress)
	Forensics Department	1	Gate: Manual Security double gate Manufacture: ALL Rite Fence Company
	Helicopter Pad	1	Gate: Manual Entrance Gate Manufacturer: All Rite Fence Company
	Sheriff's access to Communications/E.O.C. Facility	1	Electronic Man Gate Manufacturer: All Rite Fence Company
4B	Sheriff's Fleet Maintenance Building 2611 East Irlo Bronson Hwy Kissimmee, FL 34744	4	Heavy Duty Cantilever Slide Gate Manufacturer: Tymetal
	Employee Entrance Double sided gate system	2	(1 entrance and 1 egress)
	Administrative Entrance Double sided gate system	2	(1 entrance and 1 egress)
5	Bass Road Landfills 750 S. Bass Road Kissimmee, FL 34746	1	Heavy Duty Cantilever Slide Gate Manufacturer: HySecurity Model: Slide Driver D Serial No: Not Available
6	Fire Training Facility 3186 Pershing Street Kissimmee, FL 34741	1	Gate Operator-LiftMaster CSW24UL X2 2-12"X6 Aluminum swing gates
7	Road and Bridge Yard 1 3850 Old Canoe Creek Road Kissimmee, FL 34746	2	Heavy Duty Cantilever Slide Gate Manufacturer: HySecurity Model: Slide Driver D Serial No: Not Available

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies
(Agreements of \$1,000,000.00 or more)

CONTRACTOR Name: DH Pace Company, Inc.
CONTRACTOR FEIN: 43-1012574
CONTRACTOR's Authorized Representative Name: Shawn Merideth
Title: Asst. Secretary
Address: 1901 E. 119th St.
City: Olathe State: KS Zip: 66061
Phone Number: 816-221-0543
Email Address: shawn.merideth@dhpace.com

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:  Date: 9/1/22
Authorized Signature

Print Name: Shawn Merideth

Print Title: Asst. Secretary



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/03/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT D.H. Pace Company, Inc. PHONE (A/C, No, Ext): 888-643-3667 Ext. 1069 FAX (A/C, No): E-MAIL ADDRESS: insurance@dhpace.com																					
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Guarantee and Liability Insurance	26247	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W25603456

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	GLO 0274505-04	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y		BAP 0274502-04	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	AUC 1871414-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000	
	DED ☐ RETENTION \$ ☐						AGGREGATE \$ 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0274503-04	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTHER	
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							

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

This Voids and Replaces Previously Issued Certificate Dated 08/03/2022 WITH ID: W25601701.

Project: Service

Osceola County Board of County Commissioners is included as an Additional Insured as required by written contract. Additional Insured status applies to General Liability (CG 2033), Auto Liability and Umbrella/Excess Liability

CERTIFICATE HOLDER**CANCELLATION**

Osceola County Board of County Commissioners c/o Director of Human Resources 1 Courthouse Square, Suite 4200 Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 22915826

BATCH: 2621010

Page 425 of 941

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED D.R. Pace Company, Inc. (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		1901 East 119th St Olathe, KS 66061	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

coverages with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

Primary & Non-Contributory applies to General Liability, Auto Liability and Umbrella/Excess Liability policy and is subject to the insurance contract, and subject to applicable state laws.

Blanket Waiver of Subrogation is included on General Liability, Umbrella/Excess Liability and Workers Compensation if required by contract and as permitted by law, subject to the insurance contract.

D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H. Pace Company, Inc.
BI-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
EEN Tempe EAT 2021 LLC
HBD Technology, a D.H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H. Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0274505-04	01/01/2022	01/01/2023	01/01/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Address (Including ZIP Code):

1901 EAST 119TH ST.
OLATHE, KS 66061

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0274505-04	01/01/2022	01/01/2023	01/01/2022		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Endorsement Effective Date: 01-01-2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
01/01/2022

Policy No.
WC 0274503-04

Endorsement No.

Insured

Premium \$

E. E. NEWCOMER ENTERPRISES, INC.

Insurance Company
ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

WC 00 03 13
(Ed. 4-84)



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0274505-04

Effective Date: 01/01/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Commercial Auto Insurance

Endorsement



Insurance for this coverage is provided by:

Policy Number: BAP 0274502-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 1871414-02	01/01/2022	01/01/2023	01/01/2022	37017-000	\$0	\$0

Named Insured and Mailing Address:

E.E. Newcomer Enterprises, Inc.
1901 E. 119th Street
Olathe, KS 66061-9502

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of SECTION VI. CONDITIONS:

Blanket Notification to Others of Cancellation or Nonrenewal

- a. If we cancel or non-renew this policy by written notice to the first **Named Insured**, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first **Named Insured** if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first **Named Insured**. Such list:
- (1) Must be provided to us prior to cancellation or non-renewal;
 - (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - (3) Must be in an electronic format that is acceptable to us.
- b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first **Named Insured**. We will mail or deliver such notification to each person or organization shown in the list:
- (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - (2) At least 30 days prior to the effective date of:
 - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (b) Non-renewal, but not including conditional notice of renewal.
- c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
- (1) Extend the policy cancellation or non-renewal date;
 - (2) Negate the cancellation or non-renewal; or
 - (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.
- d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Endorsement



Policy No.	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End	Producer	Add'l Prem	Return Prem
WC 0274503-04	01-01-2022	01-01-2023	01-01-2022			

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Endorsement #:

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:

- a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
- a. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
- a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

D. H. PACE COMPANY, INC.

Filing Information

Document Number F09000003453

FEI/EIN Number 43-1012574

Date Filed 08/28/2009

State DE

Status ACTIVE

Last Event AMENDMENT

Event Date Filed 12/17/2009

Event Effective Date NONE

Principal Address

1901 East 119th Street
Olathe, KS 66061

Changed: 04/02/2014

Mailing Address

1901 East 119th Street
Olathe, KS 66061

Changed: 04/02/2014

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 12/15/2009

Address Changed: 12/15/2009

Officer/Director Detail

Name & Address

Title PD

NEWCOMER, REX E

1901 East 119th Street
Olathe, KS 66061

Title VPS

GILLESPIE, BRIAN C
1901 East 119th Street
Olathe, KS 66061

Title T

SHAWN, MERIDETH
1901 East 119th Street
Olathe, KS 66061

Annual Reports

Report Year	Filed Date
2020	04/27/2020
2021	04/02/2021
2022	03/16/2022

Document Images

03/16/2022 -- ANNUAL REPORT	View image in PDF format
04/02/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
04/15/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
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01/28/2016 -- ANNUAL REPORT	View image in PDF format
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03/28/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
12/17/2009 -- Amendment	View image in PDF format
12/15/2009 -- Reg. Agent Change	View image in PDF format
08/28/2009 -- Foreign Profit	View image in PDF format

**AGREEMENT between CITY OF KISSIMMEE
And
D.H. PACE DOOR SERVICES**

THIS AGREEMENT is made this ___ day of _____, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “**CITY**” and **D.H. PACE DOOR SERVICES, a D.H. Pace Company Inc.**, whose address is 1901 East 119th Street, Olathe, Kansas 66062, hereinafter “**CONTRACTOR**” and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide and perform preventative maintenance and repair services of roll-up garage doors and gates; 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 from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process on October 7, 2019 Osceola County, Florida, as a Lead Public Agency, entered into the Agreement AR-19-11048-HL with **D.H. PACE DOOR SERVICES**, amended on December 26, 2019, and amended a second time on September 19, 2022, attached hereto as Exhibit “A” incorporated herein and hereinafter the Agreement and Amendments together referred to as “**MASTER AGREEMENT**”; and

WHEREAS, the CITY has determined that the specifications in the solicitation by Osceola County are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with **CONTRACTOR**, who has exhibited by its response to the solicitation that it is capable of providing the required services.

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:

SECTION 1. RECITALS. The foregoing recitals are true, correct, and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through October 26, 2024, the date of expiration of the Master Agreement and subsequent amendments. This Agreement may be extended if Osceola extends their Agreement.

SECTION 3. CONTRACT PROVISIONS. The Parties hereto agree that the terms and conditions of the MASTER AGREEMENT entered into by Osceola County, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein, by this Cooperative Purchase Agreement.

SECTION 4. PRODUCTS AND PRICING. The CONTRACTOR will provide products and pricing as specified in Exhibit "B" attached hereto and made a binding part hereof. 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.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: D.H. Pace Door Services
1901 East 119th Street
Olathe, Kansas 66062

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT. To the extent that any conflict shall arise between the CITY Purchase Order or this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Cooperative Purchase Agreement and/or the CITY Purchase Order shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed, by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program. (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or -contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. The CITY shall retain the right to audit during the three-year retention period. All records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. The CITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the CITY. If the CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

B. The CONTRACTOR'S Project Manager's contact information is as follows:

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. The CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS. Pursuant to Section 119.0701(2)(a) the following applies to this contract for services:

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the CITY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at **407-518-2308**, cityclerkemail@kissimmee.gov, **101 Church Street, Kissimmee, Florida 34741.**

SECTION 18. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

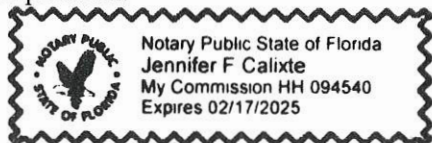
D.H. PACE DOOR SERVICES

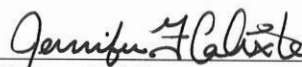


Ryan DiCocco, Vice President

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 17th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by Ryan DiCocco as District Mgr, VP of D.H. Pace Door Services, who is personally known to me or has produced identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.




Notary Public

CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

EXHIBIT B

ITEM 7.G

Acceptance of Memorandum of Understanding for Law Enforcement Agency access to Driver and Vehicle Information Database system (DAVID)

Request

City Commission approval of a memorandum of understanding (MOU) between the City of Kissimmee Police Department (KPD) and the Florida Highway Safety and Motor Vehicles (FLHSMV) for access to the Driver and Vehicle Information Database System (DAVID) and authorize the Police Chief to sign and execute this MOU.

Explanation

FLHSMV provides access to DAVID for specific law enforcement functions. This includes the research and verification of an individual's driver license status, address, as well as vehicle crash data and motor vehicle history. KPD also uses DAVID while searching for missing, injured or unidentified persons and during criminal investigations. KPD requests that Commission approve this MOU to continue our partnership with FLHSMV for access to DAVID.

Recommendation

Staff recommends that the City Commission approve this MOU and authorize the Police Chief to sign and execute this MOU.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. DAVID (LEA) MOUNTIS + Attachments wcm edits 2023

**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between Kissimmee Police Department, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any law enforcement agency that is expressly authorized by Section 119.0712(2), Florida Statutes, and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M, EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any other law enforcement, governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Cooperate with the Providing Agency in Field Audits conducted pursuant to Section VI. Compliance and Control Measures, subsection B., below.
13. Timely submit the reports and statements required in Section VI. Compliance and Control Measures, below.
14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:
 - a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.
 - b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of Section IV. Statement of Work, subsection B. paragraph 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability. Furthermore, failure to comply with 15 CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver

license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI. Compliance and Control Measures, subsection D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID system shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed pursuant to Section IV, B(9), utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report conclude that deficiencies or issues exist in regard to the Requesting Party's internal

controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

- C. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in Section VI. Compliance and Control Measures, subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- D. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, suspension or termination of Requesting Party's access to DAVID information as indicated in Section VI. Compliance and Control Measures, subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- E. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection C., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required.")

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the

Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The parties to this Agreement recognize and acknowledge that any governmental agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with state law (including Chapter 119, Florida Statutes), and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a), above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Law enforcement related inquires for sworn and civilian employees as they perform specific law enforcement functions to include: verification of identity, driver license history and status for traffic violations, verification of vehicle information for traffic crash incidents, verification and status of vehicle insurance, assisting with locating emergency contacts as outlined by DAVID policy, identification of missing persons and identification of criminal suspects.

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes ☐ No ☒

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY

Kissimmee Police Department

Agency Name

8 N. Stewart

Street Address

Suite

Kissimmee

FL

34741

City

State

Zip Code

BY:

Signature of Authorized Official

Betty Holland

Printed/Typed Name

Chief of Police

Title

Date

betty.holland@kissimmee.gov

Official Agency Email Address

407 847 0176

Phone Number

Agency Point of Contact:

Captain Christopher Succi

Printed/Typed Name

christopher.succi@kissimmee.gov

Official Agency Email Address

407 / 847-0176

Phone Number

321 / 697-1046

Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles

2900 Apalachee Parkway

Tallahassee, Florida 32399

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual."**

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Access to Driver And Vehicle Information Database System (DAVID)

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

18 U.S.C. s. 2721(b)(1), (3), (4), and (7), as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

DPPA Exemption Claimed:	Description of how Requesting Party qualifies for exemption:	Description of how data will be used:
(b)(1)	As a Law Enforcement Agency	In carrying out law enforcement functions
(b)(3)	As an entity operating within the normal course of business	Verifying or obtaining correct information of prospective employees or volunteers
(b)(4)	As a party in legal proceedings	To investigate and provide notice in legal matters
(b)(7)	Able authorize towing of vehicles	To notify owners of towed vehicles

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Betty Holland

Printed Name

Date

Chief of Police

Title

Kissimmee Police Department

Name of Agency/Entity

ATTACHMENT I

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) must do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
 - Reconcile any differences to ensure state and agency records are consistent.
- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
 - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.
- Monitor usage to ensure proper, authorized use and dissemination.
 - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- Complete the below report and ensure all actions are documented.

Quarter:	Year:
Total active users in DAVID:	
Total active users in agency records:	
Users inactivated during quarter:	
Users audited during quarter:	
Total cases of misuse found:	
Total cases of misuse reported to DHSMV:	

POC Signature

Date

POC Name Printed



Dave Kerner
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Kissimmee Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement _____ (contract number).

Signature

Betty Holland
Printed Name

Chief of Police
Title

Date

Kissimmee Police Department
NAME OF AGENCY

ITEM 7.H

City of Kissimmee Participation in the Osceola County HOME Consortium - Fiscal Years 2023, 2024, and 2025

Request

Approval to continue the participation of the City of Kissimmee in the Osceola County HOME Consortium for Fiscal Years 2023, 2024, and 2025.

Explanation

The City of Kissimmee and Osceola County entered into an agreement in Fiscal Year 2015 to form a HOME Consortium with the intent of obtaining additional federal funds to provide affordable housing for our residents. Forming a consortium is a way for local governments with contiguous jurisdictions that would not otherwise qualify for funding to directly participate in the HOME Investment Partnerships (HOME) program. The Osceola County HOME Consortium was formed for a three-year period in order to receive an annual HOME allocation and every three years the City must confirm its intent to continue its participation. The current period is about to expire and Osceola County, as the lead agency, is required to inform the U.S. Department of Housing and Urban Development (HUD) whether or not the City of Kissimmee chooses to renew its agreement for the next three years.

A letter is being requested by Osceola County and HUD to renew the City's participation in the Osceola County HOME Consortium for the City to continue receiving HOME funds.

Recommendation

Authorize the Mayor to sign the letter renewing participation in the Osceola County HOME Consortium for Fiscal Years 2023, 2024, and 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Kissimmee-Urban County Qualification FY24-26



OFFICE OF THE CITY COMMISSION

MAYOR OLGA GONZALEZ

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2300

June 6, 2023

Ms. Danicka Ransom, Assistant Human Services Director
Osceola County Housing and Human Services Department
1392 E Vine Street
Kissimmee, FL 34744

Re: Osceola County Urban County Qualification for the 2024-2026 period

Dear Ms. Ransom:

Please allow this correspondence to confirm that the City of Kissimmee desires to continue to be included in the Osceola County Urban County Qualification for the 2024-2026 period. Our participation will allow Kissimmee to remain a member of the Osceola HOME Consortium for purposes of receiving funding from the HOME Investment Partnerships (HOME) program.

Please contact Frances De Jesus, Housing and Community Development Manager if you should have any questions concerning this correspondence or require additional information.

Sincerely,

Olga Gonzalez
Mayor



ITEM 7.I

Affordable Housing Funding for the construction of Pinnacle at the Wesleyan Apartments

Request

Execute a funding commitment letter in the amount of \$500,000 in support of the construction of the Pinnacle at the Wesleyan Apartments, a proposed affordable senior housing project.

Explanation

Pinnacle at the Wesleyan, LLC (developer) is proposing to apply for funding to the Florida Housing Finance Corporation (FHFC) to construct a multifamily housing development consisting of 96 units. The new development will be located at the intersection of Flying Fortress Avenue and Warbird Avenue. The developer approached the City requesting a funding commitment in the amount of \$500,000. The developer has already received an award from FHFC for Housing Tax Credits (RFA 2020-201) and it is currently awaiting notification of an additional award of Construction Inflation Response Viability Funding (RFA 2023-211). The City's commitment will only apply if the developer is successful in securing all of the funding commitments from FHFC.

Staff has reviewed the request and, after evaluating all of its current funding sources, recommends signing the commitment letter for the project subject to the following:

1. City Commission's approval of the commitment;
2. Proof of the awards from the Florida Housing Finance Corporation; and,
3. A satisfactory U.S. Department of Housing and Urban Development (HUD) environmental review to be completed prior to the signing of the City funding agreement.

The funding source(s) and the project funding agreement will be presented to the City Commission at a future meeting once the HUD environmental review process has been completed.

Recommendation

Execute a funding commitment letter in the amount of \$500,000 in support of the construction of the Pinnacle at the Wesleyan Apartments.

REQUESTED CITY COMMISSION ACTION:

Execute

Department: Development Services

Presenter:

Attachment(s):

1. (S) Commitment Letter- Pinnacle at Wesleyan



OFFICE OF THE CITY COMMISSION

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.1234

June 6, 2023

David O. Deutch
Pinnacle at the Wesleyan, LLC
9400 S. Dadeland Blvd., Suite 100
Miami, Florida 33156

Re: Commitment for \$500,000 Loan to Finance the Development of Pinnacle at the Wesleyan, Kissimmee, Florida

Dear Mr. Deutch:

The City of Kissimmee, Florida (the "Lender") offers to make a construction and permanent loan ("Loan") to Pinnacle at the Wesleyan, LLC (the "Borrower"). This loan commitment is made upon the following terms and conditions:

1. Purpose: The purpose of the Loan is to finance the construction of Pinnacle at the Wesleyan, a 96-unit family affordable housing development (the "Project"), located at 4100, 4151, 4160, 4171, 4181, and 4190 Wesley Creekside Drive, Kissimmee Florida.
2. Loan Amount: \$500,000. The Loan shall be secured by a subordinate mortgage on the Project.
3. Interest: Zero percent (0%) interest rate, throughout the term of the Loan.
4. Loan Term: The Loan is non-recourse and non-amortizing with a term of thirty-two (32) years.
5. Repayment and Forgiveness: Upon maturity, the Borrower shall repay the loan balance in full. The Promissory Note shall have a provision for forgiveness of the loan in its entirety exercisable by the Lender in its sole discretion at the end of the Loan Term.
6. General Conditions: The Borrower must demonstrate to the satisfaction of Lender prior to closing that it has secured other sources of financing for the Project, including but not limited to an active award of Housing Tax Credits from Florida Housing Finance Corporation (FHFC), an award of funding under the Construction Inflation Response Viability Funding from FHFC, the tax credit equity being contributed to the Borrower by its investor partner, a first mortgage construction and permanent loan from a qualified lender, and any other subordinate financing as required. The Loan will close simultaneously with all other sources of debt and equity to finance the development of the Project.



7. Special Conditions. The Borrower shall enter into a loan agreement, mortgage, promissory note and related documents with the Lender at closing.

8. Subordination: Lender will consent to the subordination of its mortgage securing the Loan and any payments on the Loan to the first mortgage construction and permanent financing, as well as any other subordinate financing such as Construction Inflation Response Viability Loan funding or any other subordinate funding in an amount greater than the Loan provided herein.

This commitment is valid and in full force and effect through the date of closing, which is anticipated to be no later than December 31, 2023. If you accept these terms, please execute a copy hereof and deliver the same to the Lender's office.

Very truly yours,

City of Kissimmee, Florida

By: _____

Name: Mayor Olga Gonzalez

Title: Mayor

ACCEPTED:

Pinnacle at the Wesleyan, LLC

By: PC Wesleyan, its Authorized Member

By: _____

Name: David O. Deutch

Title: President

Date: _____



ITEM 7.J

Approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex

Request

Staff requests approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex.

Explanation

The Parks and Recreation Department would like to apply for the Energy Efficiency and Conservation Block Grant (EECBG) through the US Department of Energy for the purpose of retrofitting the softball field lights at Fortune Road. The City of Kissimmee has been allocated \$135,670 through this program with no City match required. These funds, combined with the existing FY2022/23 capital project, will replace existing halide with energy-efficient LED lights. LED technology is environmentally friendly and has less impact on the residents/neighbors, with a substantial reduction in energy consumption.

Once the grant is awarded the Parks and Recreation Department will submit an acceptance agenda item and amend the budget accordingly at that time.

Recommendation

Staff recommends approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. IIJA (40552) EECBG Program_Attachment 1a. _Local Govt. Allocations_FINAL
2. 2023 EECBG Fund Notice



#	State/Territory	Entity Name	Level of Government	Allocation
444	FL	Boynton Beach	City	\$134,990
445	FL	Bradenton	City	\$120,510
446	FL	Cape Coral	City	\$214,130
447	FL	Clearwater	City	\$169,090
448	FL	Clermont	City	\$76,440
449	FL	Coconut Creek	City	\$116,970
450	FL	Coral Gables	City	\$77,040
451	FL	Coral Springs	City	\$172,940
452	FL	Cutler Bay, Town of	City	\$76,430
453	FL	Davie, Town of	City	\$155,750
454	FL	Daytona Beach	City	\$135,860
455	FL	Deerfield Beach	City	\$141,090
456	FL	DeLand	City	\$76,370
457	FL	Delray Beach	City	\$128,640
458	FL	Deltona	City	\$139,630
459	FL	Doral	City	\$140,950
460	FL	Dunedin	City	\$76,240
461	FL	Estero, Village of	City	\$76,270
462	FL	Fort Lauderdale	City	\$233,060
463	FL	Fort Myers	City	\$149,880
464	FL	Fort Pierce	City	\$76,720
465	FL	Gainesville	City	\$189,820
466	FL	Greenacres	City	\$76,380
467	FL	Hallandale Beach	City	\$76,390
468	FL	Hialeah	City	\$241,570
469	FL	Hollywood	City	\$191,390
470	FL	Homestead	City	\$132,180
471	FL	Jacksonville	City	\$845,350
472	FL	Jupiter, Town of	City	\$123,670
473	FL	Kissimmee	City	\$135,670
474	FL	Lake Worth Beach	City	\$76,410
475	FL	Lakeland	City	\$172,390
476	FL	Largo	City	\$140,740
477	FL	Lauderdale Lakes	City	\$76,160
478	FL	Lauderhill	City	\$126,660
479	FL	Margate	City	\$116,820
480	FL	Melbourne	City	\$146,130
481	FL	Miami	City	\$477,720

Funding Opportunity

Energy Efficient Community Block Grant Program

The grant program will assist eligible local government entities (local municipalities with a population of more than 35,000; and counties with an unincorporated population of more than 200,000) in reducing their total energy use, increasing energy efficiency, and reducing energy costs through either implementation or planning projects.

Application Deadline: April 28th Pre-Application Due

Contribution Match: No Match

Formula Grant Amount: Varies by Community

Must submit Energy Efficiency and Conservation Strategy (EECS) within one year to receive funding for implementation.

Eligible Grant Activities:

- 1) Development and implementation of an Energy Efficiency and Conservation Strategy;
- 2) Retaining technical consultant services to assist the eligible entity in the development of such a strategy, including:
 - a) formulation of energy efficiency, energy conservation, and energy usage goals;
 - b) identification of strategies to achieve those goals:
 - i) through efforts to increase energy efficiency and reduce energy consumption; and
 - ii) by encouraging behavioral changes among the population served by the eligible entity;
- 3) Development of methods to measure progress in achieving the goals;
- 4) Development and publication of annual reports to the population served by the eligible entity describing:
 - a) the strategies and goals; and
 - b) the progress made in achieving the strategies and goals during the preceding calendar year; and
- 5) other services to assist in the implementation of the energy efficiency and conservation strategy;
- 6) Conducting residential and commercial building energy audits;
- 7) Establishment of financial incentive programs for energy efficiency improvements;
- 8) The provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits;
- 9) Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity, including—
 - a) design and operation of the programs;

- b) identifying the most effective methods for achieving maximum participation and efficiency rates;
 - c) public education;
 - d) measurement and verification protocols; and
 - e) identification of energy efficient technologies;
- 10) Development and implementation of programs to conserve energy used in transportation, including:
 - a) use of flex time by employers;
 - b) satellite work centers;
 - c) development and promotion of zoning guidelines or requirements that promote energy efficient development;
 - d) development of infrastructure, such as bike lanes and pathways and pedestrian walkways;
 - e) synchronization of traffic signals; and
 - f) 14 42 U.S.C. 17154.
 - g) other measures that increase energy efficiency and decrease energy consumption;
 - 11) Development and implementation of building codes and inspection services to promote building energy efficiency;
 - 12) Application and implementation of energy distribution technologies that significantly increase energy efficiency, including:
 - a) distributed resources; and
 - b) district heating and cooling systems;
 - 13) Activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency;
 - 14) The purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar sources;
 - 15) Replacement of traffic signals and street lighting with energy efficient lighting technologies, including:
 - a) light emitting diodes; and
 - b) any other technology of equal or greater energy efficiency;
 - 16) Development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources, including:
 - a) solar energy;
 - b) wind energy;
 - c) fuel cells; and
 - d) biomass; and
 - 17) Programs for financing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure), capital investments, projects, and programs, which may include loan programs and performance contracting programs, for leveraging of additional public and private sector funds, and programs that allow rebates, grants, or other incentives for the purchase and installation of energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure) measures.

ITEM 7.K

Award of Florida Digital Services Technology Grant

Request

Approval to accept the award of a Florida Digital Services Technology Grant from the State of Florida

Explanation

The City applied for and was awarded a technology grant by the Florida Digital Services Department of the State of Florida. The Award letter and associated contract is attached for your review. Because the timeline is very short, we request that the City Manager have approval to execute the contract once approved by the City Attorney's office.

Recommendation

Accept the award of the Florida Digital Services Technology Grant from the State of Florida and to allow the City Manager to execute the final contract documents

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Information Technology

Presenter:

Attachment(s):

1. AwardOfFloridaDigital Services Technology Grant Letter
2. AwardofFloridaDigitalServicesTechnologyGrantContract

ITEM 7.L

Resolutions Authorizing a Local Agency Program agreement with the Florida Department of Transportation for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail

Request

Approval of the attached two (2) resolutions authorizing the Mayor to execute and deliver the Agreement and further authorizes the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) the Local Agency Program (LAP) Agreement and any related agreements for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail project, FPN: 442334-1-58-01.

Explanation

Through the City's participation in Metroplan Orlando, the City has been able to secure funding from FDOT by means of a LAP agreement for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail project in the amount of \$3,713,339.00, and Construction Engineering Inspection (CEI) services in the amount of \$478,620.00. This 1.88 mile trail will extend from South John Young Parkway through the Lancaster Ranch Park property and end at Jack Calhoun Boulevard (fka Pleasant Hill Road). It will eventually connect to the City's trail system when the section of the system between the end of the Toho Vista Trail and Lancaster Park is constructed.

The purpose of this agreement is to allow the Department's participation in Shingle Creek Trail Phase 2A – Lancaster Loop Trail, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

While there is no City match required for this grant, the City will be required to cover ineligible items associated with the project in the amount of \$753,708.00 and a 15% costs associated with CEI Services for the amount of \$71,793.00 for a total amount of \$825,501.00. Funds are available in the project account to cover these costs.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145206 506393	XX	Increase	3,713,339	
15100334 334490		Increase	3,713,339	
10345656 506393	GT1905	Decrease	5,586	
11645656 506393	PW2021	Decrease	473,724	
10550706 506191	RI2101	Decrease	175,325	
10550706 506393	RI2200	Decrease	171,396	

Financial Summary:

Sufficient funds are available for the project.

Recommendation

Staff recommends the City Commission approve the attached two (2) resolutions authorizing the Mayor to execute and deliver the Agreement and further authorize the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) the Local Agency Program (LAP) for the construction of Shingle Creek Trail Phase 2A – Lancaster Loop Trail, FPN: 442334-1-58-01.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) LFA Resolution - Lancaster Loop Trail
2. (S) LAP Resolution - Lancaster Loop Trail
3. (S) LAP Agreement
4. (S) Locally Funded Agreement - CEI Contingency
5. (S) Escrow Agreement

RESOLUTION NO. ____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE SHINGLE CREEK TRAIL PHASE 2A – LANCASTER LOOP TRAIL, FPN 442334-1-58-01.

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Shingle Creek Trail Phase 2A – Lancaster Loop Trail,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-1-58-01.

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

Section 1. The foregoing recitals are true, correct legislative findings incorporate by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, FPN 442334-1-58-01.

Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, FPN 442334-1-58-01, that may be required in furtherance and for completion of the construction project.

DONE AND RESOLVED this ____ day of _____, 2023.

ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor-Commissioner

Approval as to Form & Legality:

City Attorney

RESOLUTION NO. ____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE SHINGLE CREEK TRAIL PHASE 2A – LANCASTER LOOP TRAIL, FPN 442334-1-58-01.

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Shingle Creek Trail Phase 2A – Lancaster Loop Trail,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-1-58-01.

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

Section 1. The foregoing recitals are true, correct legislative findings incorporate by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, FPN 442334-1-58-01.

Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 442334-1-58-01, that may be required in furtherance and for completion of the construction project.

DONE AND RESOLVED this ____ day of _____, 2023.

ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor-Commissioner

Approval as to Form & Legality:

City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 1 of 15

FPN: <u>442334-1-58-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D522 025 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU/TALU/LF</u>	Fund: _____	Fund: _____
Org Code: <u>55054010508</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>92</u>	Contract No: _____	
Recipient Vendor No: <u>F596000348006</u>	Recipient Unique Entity ID SAM No: <u>DPHBBJP7RHY3</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Shingle Creek Trail Phase 2A from John Young Parkway to Pleasant Hill Road project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 4,467,047.00 (Four Million Four Hundred Sixty-Seven Thousand Forty-Seven Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,713,339.00 (Three Million Seven Hundred Thirteen Thousand Three Hundred Thirty-Nine Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 2 of 15

- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
 - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 3 of 15

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 4 of 15

- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 5 of 15

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 6 of 15

- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient 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 the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 8 of 15

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 11 of 15

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 12 of 15

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 14 of 15

- f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 442334-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Kissimmee (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Shingle Creek Trail South Phase 2A project is with the City of Kissimmee (Recipient). The project consists of the construction of an approximately 1.88 miles long, 10-foot-wide to 14-foot-wide trail and two 120-foot-long, 12-foot-wide pedestrian bridges. The project limits are from Hoagland Boulevard / Pleasant Hill Road and ends west of U.S. 17-92 (John Young Parkway).

Construction of the new paved recreational trail includes roadway items such as base and asphalt application, 4-inch fiber reinforced concrete sidewalk, concrete end walls, retaining wall system, 42-inch pedestrian / bicycle railings, Type A concrete curb, landscaping, root control barrier panels, fence removal and installation, Geosynthetic Reinforced Soil bridge abutment, Geosynthetic Reinforced Soil gravel fill and the construction of two pedestrian bridges. Additional site amenities such as signs, benches, trash receptacles, pet waste station, tables, square shelters, bike racks, and 4-inch and 6-inch concrete pads are also included. Drainage modifications (such as pipes, mitered end sections, rip rap, concrete flumes, and ditch bottom inlets) will be constructed. There will also be installation of landscaping including pine, small tree, and shrub planting in different layouts (linear planting, mass planting, and around the shelter areas) throughout the trail.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment (to include surcharge), and sod.

The following items are not eligible for reimbursement and will be locally funded:

Fiber reinforcement for concrete sidewalk
Thickened edge for concrete sidewalk

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained from the South Florida Water Management District (SFWMD). The City (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by August 23, 2023.
- b) Construction Duration of 380 days.
- c) Construction to be completed (Final Acceptance) by November 13, 2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$478,620.00, representing the negotiated CEI contract amount, have been programmed on the project (442334-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 442334-1-58-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2022-2023 (LAP)	\$ 4,467,047.00	\$ 753,708.00	\$ 0.00	\$ 3,713,339.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 4,467,047.00	\$ 753,708.00	\$ 0.00	\$ 3,713,339.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 4,467,047.00	\$ 753,708.00	\$ 0.00	\$ 3,713,339.00

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

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

Precious L. Lewis
 District Grant Manager Name

Signature _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$3,713,339.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT “L”

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called “Project Standards.” Specifically, the Recipient agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Agency: City of Kissimmee Vendor No: F596000348006	Fund: LF Contract Amount: \$71,793.00	Financial Project No.: 442334-2-62-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF KISSIMMEE**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF KISSIMMEE (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: "Shingle Creek Trail Phase 2A from John Young Parkway to Pleasant Hill Road", said project being known as Financial Project Number (FPN) 442334-2-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2022/2023, said portion of the Project being known as FPN 442334-2-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$478,620.00 (Four Hundred Seventy-Eight Thousand Six Hundred Twenty Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$478,620.00 (Four Hundred Seventy-Eight Thousand Six Hundred Twenty Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$71,793.00 (Seventy-One Thousand Seven Hundred Ninety-Three Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$71,793.00 (Seventy-One Thousand Seven Hundred Ninety-Three Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
(386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Ashley L. Willis, P.E.
City Engineer
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741
(407) 624-6131
Ashley.Willis@kissimmee.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF KISSIMMEE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Olga Gonzalez

Name: C. Jack Adkins

Title: Mayor

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT "A"

SCOPE OF SERVICES

The Shingle Creek Trail South Phase 2A project is with the City of Kissimmee (Recipient). The project consists of the construction of an approximately 1.88 miles long, 10-foot-wide to 14-foot-wide trail and two 120-foot-long, 12-foot-wide pedestrian bridges. The project limits are from Hoagland Boulevard / Pleasant Hill Road and ends west of U.S. 17-92 (John Young Parkway).

Construction of the new paved recreational trail includes roadway items such as base and asphalt application, 4-inch fiber reinforced concrete sidewalk, concrete end walls, retaining wall system, 42-inch pedestrian / bicycle railings, Type A concrete curb, landscaping, root control barrier panels, fence removal and installation, Geosynthetic Reinforced Soil bridge abutment, Geosynthetic Reinforced Soil gravel fill and the construction of two pedestrian bridges. Additional site amenities such as signs, benches, trash receptacles, pet waste station, tables, square shelters, bike racks, and 4-inch and 6-inch concrete pads are also included. Drainage modifications (such as pipes, mitered end sections, rip rap, concrete flumes, and ditch bottom inlets) will be constructed. There will also be installation of landscaping including pine, small tree, and shrub planting in different layouts (linear planting, mass planting, and around the shelter areas) throughout the trail.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment (to include surcharge), and sod.

The following items are not eligible for reimbursement and will be locally funded:

Fiber reinforcement for concrete sidewalk

Thickened edge for concrete sidewalk

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained from the South Florida Water Management District (SFWMD). The City (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

The LOCAL GOVERNMENT will be responsible for providing funds for any Federal-Aid Non-Participating Costs including the initial amount of \$71,793.00.

The remainder of this page intentionally left blank.

EXHIBIT "B"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Kissimmee ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Shingle Creek Trail Phase 2A from John Young Parkway to Pleasant Hill Road
Project #: 442334-2-62-02
County: Osceola

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

For PARTICIPANT (signature)

Mike Steigerwald / City Manager
Name and Title

59-6000348
Federal Employer I.D. Number

Date

ITEM 7.M

Phase II of the Stormwater Asset Inventory Data Collection Project

Request

Approval to issue Task Work Order No. 3 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project for the City's East City Ditch Drainage Basin in the amount of \$280,633.

Explanation

The City is currently working towards developing a Stormwater Model for the entire City. There are a total of six drainage basins within the City limits (West City Ditch, East City Ditch, Mill Slough, Bass Slough, Shingle Creek and the Downtown area). On March 16, 2021, the West City Ditch Basin was the first basin to begin the data collection toward providing a drainage report and updated drainage GIS layers. On March 15, 2022, the Downtown Basin became the next basin to be selected for the data collection to update the drainage GIS layer. The City has now selected the East City Ditch drainage basin to be the next basin to be inventoried as part of Phase II for the project.

The City is continuing to use Michael Baker International, Inc. under continuing services contract (RFQ 2021-003), which the Commission approved on July 6, 2021. The project will be tasked with the Stormwater Asset Inventory Phase II Data Collection for East City Ditch Drainage Basin in the amount of \$280,633. The scope of work will include field reviews of the assets to update vertical elevations, horizontal location, structure type, pipe sizes and conditions updating the City's GIS database, providing required information for maintenance consideration and ultimately developing a stormwater basin model to evaluate areas where improvements would be beneficial.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503131	N/A	Decrease	\$407,882	\$280,633

Financial Summary:

The project is fully funded under the Stormwater Utility Fund.

Recommendation

Staff recommends approval to issue Task Work Order No. 3 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection for the City's East City Ditch Drainage Basin in the amount of \$ 280,633.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. East City Ditch Basin Asset Mgmt Ph II - Scope - Critical Structures Option
2. Task WO #3 to Michael baker - partially executed_signed

**Scope of Services and Staffhour/Fee Breakdown for
Stormwater Asset Inventory Ph II Data Collection
for East City Ditch Basin**

The City of Kissimmee (City) has requested Michael Baker International, Inc. (Michael Baker) to develop a scope of services to update their existing stormwater asset inventory within the East City Ditch Basin as part of the City's ongoing stormwater master planning initiative. Michael Baker has recently completed a Phase I assessment of the existing database to identify the scope and magnitude of this Phase II field data collection and database update phase. We have also completed an update of the West City Ditch and Downtown basins which included front-end coordination with City staff to establish the GIS reporting requirements.

The database currently has over 23,000 stormwater assets. These assets are located within 6 drainage basins including Bass Slough, East City Ditch, West City Ditch, Mill Slough, Shingle Creek and the Downtown Basin. The number of current assets per basin within the database ranges from as little as 1,300 in Bass Slough to 5,500 in Shingle Creek.

Table 1: Number of Existing Database Assets

Type	Total	Basin							Ownership	
		Bass Slough	East City Ditch	West City Ditch	Mill Slough	Shingle Creek	Downtown	No Basin	Public	Private
Manhole	1703	111	326	254	243	358	296	115	1159	544
Outfall	652	21	143	115	115	141	61	56	411	241
Control Structure	570	28	157	83	75	139	72	16	201	369
End Treatment	639	38	141	110	82	182	39	47	269	370
Inlet	8248	495	1667	1215	1562	2024	847	438	5148	3100
Pond	335	30	54	45	46	111	21	28	179	156
Culvert	100	3	19	23	23	13	6	13	88	12
Ditch	187	2	36	79	17	38	11	4	41	146
Pipe	10672	659	2156	1550	1869	2534	1226	678	4227	6445
Totals	23106	1387	4699	3474	4032	5540	2579	1395	11723	11383

This Phase II scope will include field review of the assets to update vertical elevations, horizontal location, structure type, pipe sizes and conditions. The updated information will be sufficient to accommodate future stormwater basin modeling and provide information useful to the City for maintenance considerations. The following sections describe the tasks required for Phase II field collection and database update for the East City Ditch basin.

Task 1: Database Preparation

This task will include coordination with the City to download the basin assets and update the GIS schema to the revised schema previously approved during the East City Ditch task. Additionally, Michael Baker staff will review the GIS elements using ArcGIS Pro to update any discrepancies in advance of the Task 2 field services.

Task 2: Field Survey

Our field survey approach will include updates to existing database assets located within the public right of way. The field data collection will be a two-phase approach as described below:

Task 2A: Phase I Field Asset Collection

The first phase of the field collection will be the initial field check performed by two-person teams using GIS-based applications with a GPS receiver to identify the horizontal and vertical location of the top of each structure. These teams will be using customized ArcGIS field applications to complete customized forms related to the asset attributes. This initial phase will identify the structure type; location and elevation of the structure top; structure condition; and will include representative pictures. This information will be uploaded in the field in real time to the Michael Baker's Enterprise server for subsequent upload to the City's GIS platform. This task will also include office time for an experienced stormwater engineer to coordinate, troubleshoot and review the work of our field collection teams.

The Phase I workflow will begin with developing base maps from Michael Baker's server account for use by the field teams. A task lead for Michael Baker will identify in advance (on a daily or routine basis) the locations that each Phase I field crew will visit. To locate the assets the Phase I field crew will use our field applications and coordinate in advance with the task lead on their assigned locations and field assets for each day. When the field crew locates an asset, they will first update the horizontal location and vertical elevation (top) and spray a dot on the structure at the location the measurement was taken. The vertical and horizontal information will be updated with a GPS-based receiver (with RTK accuracy) that the field crew will have with them. All vertical elevations will be referenced to the NAVD88 vertical datum. The magnitude of this effort is detailed in the attached cost breakdown.

The Phase I field assessment will include all assets and will proceed from the farthest upstream point to the outfall for each system. As the field teams progress downstream, they will field verify if any additional assets need to be collected and added to the database. In addition to our field check our task lead will review each of these systems, using aerial images and/or as-builts, to identify any new assets to be added. Any new assets identified by the task lead will be added to the field maps prior to their field investigation of that area.

Task 2B: Phase II Field Asset Collection

Following the Phase I field collection we will initiate the Phase II field data collection with the support of our surveyor teaming partner Johnston's Surveying. This second phase of field data collection will include a survey crew to collect measurements from the top of the structure to the pipe flowlines and/or structure bottoms; referred to as measure downs. This team will also collect pipe size measurements, assess the condition inside the structure including the pipes, and take photos. The measure downs will be converted to pipe flow elevations in the field and this information along with the asset attribute forms and pictures will be uploaded in real time to Michael Baker's Enterprise server. A Michael Baker field representative will accompany the survey team to enter the data within the asset forms for upload to the database. The survey teams will be required to keep logbooks for each structure which will be archived and used for quality control.

The Phase II collection teams will include a lead surveyor, a survey assistant and a stormwater inspector. These teams will upload field maps using our field applications. These field maps will be prepared and coordinated in advance by one of Michael Baker's task leads and will include the data updates from the Phase I field collection task. The field team will locate the assets using the collector device and once at the asset location the surveyor will remove the top and collect the measure down data. The stormwater inspector at the same time will collect pictures of the inside of the structure and assess the condition of the structure and

the pipes, pending visibility. The inspector will then convert the measure down data to elevations (in NAVD88 datum) and upload the elevations; pipe sizes and materials; and condition assessment using our customized ArcGIS field applications. While the inspector is uploading the asset attributes to Michael Baker's Enterprise server, the surveyor will prepare a log of the asset details which will be provided to the Michael Baker representative to be archived and referenced for quality control. The magnitude of this effort is provided in the attached cost breakdown.

Task 3: Office Support

Michael Baker will provide office support with a task lead to support the Field Survey teams for each of the four phases of the field collection including the Phase I and Phase II Structures. The daily and overall magnitude of this effort is included in the attached cost breakdown.

Task 4: Quality Control

Michael Baker will provide a robust quality control program with an experienced stormwater task lead. Quality control tasks will include backchecks of all the structures using online aerial maps such as Google Earth, spot field checks by an experienced stormwater engineer, and comparison with as-built plans. Additionally, survey logbooks will be archived and referenced to provide quality control of structure and pipe elevations.

TASK 5: Project Management

This task includes Project Management services to manage the project, coordinate and document meetings, address administrative issues and deliverables with City staff and within the Michael Baker team. Our Project Manager will provide written agendas and minutes for meetings as well as prepare and conduct presentations as requested by the City.

TASK 6: Expenses

Michael Baker will accrue expenses which are unique to the nature of this project. These expenses include costs for local survey subscriptions, monthly Wi-Fi hotspots and travel. These expenses are detailed on our attached cost breakdown.

SCHEDULE AND FEE

Michael Baker proposes the following schedule and fee to update the stormwater assets for the East City Ditch basin. There are a total of 1,276 asset touchpoints within the East City Ditch basin and 300 asset touchpoints in the Downtown basin that were previously unattainable due to being under construction, as recorded in the current asset database. This proposal is for the 1,576 total touchpoints. The attached fee breakdown shows the associated costs for collecting the data for these assets.

We propose to complete this task within 6 to 8 months of Notice to Proceed with an estimated fee of \$340,428. This schedule is assuming 1 month of upfront office work to download and update the GIS schema and asset connectivity, followed by 4 to 6 months of field work (pending weather and access), followed by 1 month of quality control and then upload to the City. The fee breakdown is attached.

ALTERNATIVE 1 FEE BREAKDOWN
EAST CITY DITCH BASIN ASSETS - CRITICAL STRUCTURES ONLY

Downtown Basin																										
Subtasks	Number of Touchpoints	Structures Per Day Per Team	Total Team Field Days	No. of Field Teams	Net Field Days	No. of Staff per Field Team	Total Field Staff Per Day	Person Field Hours Per Day	Total Office Staff Per Day	Person Office Hours Per Day	Comments	Michael Baker and Johnston's Surveying Staff Hours by Contracted Rate Categories										Total Hours	Loaded Labor Cost	Direct Costs	Total Cost	
												Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer		Subconsultant 1-man Crew	Principal Surveyor					Administrative Assistant
												\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57		\$130.00	\$180.00					\$77.72
1) Database Preparation												2	4	80									86	\$13,223	\$0	\$13,223
Subtask 1 Totals												0	2	4	0	80	0	0	0	0	0	86	\$13,223	\$0	\$13,223	
2) Field Survey																										
2A) Phase I MBI Asset Collection	683	25	27	2	14	2	4	8			split time between designer and proj eng					218		218				437	\$59,221	\$0	\$59,221	
2B) Phase II Surveyor Assets	593	10																		474	80	554	\$86,500	\$0	\$86,500	
2C) Phase II MBI Asset Collection	593	10	59	1	59	1	1	8			split time between designer and proj eng					237		237				474	\$64,319	\$0	\$64,319	
Subtask 2 Totals						73						0	0	0	0	456	0	456	0	474	80	0	1466	\$210,040	\$0	\$210,040
3) Office Support																										
3A) Phase I Asset Collection	683	25	27	2	14				1	3	3 hrs/day for engineer					41						41	\$6,044	\$0	\$6,044	
3B) Phase II Asset Collection	593	20	30	1	30				1	3	3 hrs/day for engineer					89						89	\$13,128	\$0	\$13,128	
Subtask 3 Totals												0	0	0	0	130	0	0	0	0	0	130	\$19,172	\$0	\$19,172	
4) Quality Control																										
4A) Phase I	683	25	27	2	14				1	1	1 hr/day					14						14	\$2,015	\$0	\$2,015	
4B) Phase II	593	20	30	1	30				1	3	3 hr/day					89						89	\$13,128	\$0	\$13,128	
4C) Database Upload													4		4	0						8	\$1,581	\$0	\$1,581	
Subtask 4 Totals												0	4	0	4	103	0	0	0	0	0	111	\$16,724	\$0	\$16,724	
5) Project Management																										
Subtask 5 Totals												0	96	0	0	0	0	0	0	0	0	96	\$16,433	\$0	\$16,433	
6) Expenses																										
Monthly Survey Subscription (7 months)											\$160/month x 2 x 7 months													\$2,240	\$2,240	
Monthly Wifi Hotspot											\$50/month x 2 teams x 7 months														\$700	\$700
Mileage											2 teams x 84 days = 168 trips x 25 miles = 4200 miles x \$0.50 = \$2,100														\$2,100	\$2,100
Subtask 6 Totals												0	0	0	0	0	0	0	0	0	0	0	\$0	\$5,040	\$5,040	
GRAND TOTALS												0	102	4	4	768	0	456	0	474	80	0	1888	\$275,593	\$5,040	\$280,633

ALTERNATIVE 1 FEE BREAKDOWN
PREVIOUS ASSETS UNDER CONSTRUCTION - DOWNTOWN BASIN

Downtown Basin																											
Subtasks	Number of Touchpoints	Structures Per Day Per Team	Total Team Field Days	No. of Field Teams	Net Field Days	No. of Staff per Field Team	Total Field Staff Per Day	Person Field Hours Per Day	Total Office Staff Per Day	Person Office Hours Per Day	Comments	Michael Baker and Johnston's Surveying Staff Hours by Contracted Rate Categories										Total Hours	Loaded Labor Cost	Direct Costs	Total Cost		
												Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer	Subconsultant 1-man Crew	Principal Surveyor	Administrative Assistant						
												\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57	\$130.00	\$180.00	\$77.72						
1) Database Preparation												1	2	16										19	\$3,069	\$0	\$3,069
Subtask 1 Totals												0	1	2	0	16	0	0	0	0	0	0	19	\$3,069	\$0	\$3,069	
2) Field Survey																											
2A) Phase I MBI Asset Collection		155	25	6	2	3	2	4	8		split time between designer and proj eng					50		50					99	\$13,450	\$0	\$13,450	
2B) Phase II Surveyor Assets		145	10																116			116	\$15,080	\$0	\$15,080		
2C) Phase II MBI Asset Collection		145	10	15	1	15	1	1	8		split time between designer and proj eng					58		58					116	\$15,727	\$0	\$15,727	
Subtask 2 Totals						18						0	0	0	0	108	0	108	0	116	0	0	331	\$44,257	\$0	\$44,257	
3) Office Support																											
3A) Phase I Asset Collection		155	25	6	2	3				1	3	3 hrs/day for engineer				9							9	\$1,373	\$0	\$1,373	
3B) Phase II Asset Collection		145	20	7	1	7				1	3	3 hrs/day for engineer				22							22	\$3,210	\$0	\$3,210	
Subtask 3 Totals												0	0	0	0	31	0	0	0	0	0	0	31	\$4,583	\$0	\$4,583	
4) Quality Control																											
4A) Phase I		155	25	6	2	3				1	1	1 hr/day				3							3	\$458	\$0	\$458	
4B) Phase II		145	20	7	1	7				1	3	3 hr/day				22							22	\$3,210	\$0	\$3,210	
4C) Database Upload														4		4	0						8	\$1,581	\$0	\$1,581	
Subtask 4 Totals												0	4	0	4	25	0	0	0	0	0	0	33	\$5,249	\$0	\$5,249	
5) Project Management																											
Subtask 5 Totals												1 month X 12 hours/month		12									12	\$2,054	\$0	\$2,054	
Subtask 5 Totals												0	12	0	0	0	0	0	0	0	0	0	12	\$2,054	\$0	\$2,054	
6) Expenses																											
Monthly Survey Subscription (1 month)												\$160/month x 2 x 1 month													\$320	\$320	
Monthly Wifi Hotspot												\$50/month x 2 teams x 1 month													\$100	\$100	
Mileage												1 teams x 13 days = 13 trips x 25 miles = 325 miles x \$0.50 = \$163												\$163	\$163		
Subtask 6 Totals												0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$583	\$583	
GRAND TOTALS												0	17	2	4	180	0	108	0	116	0	0	426	\$59,212	\$583	\$59,795	



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

Work Order #:3

Purchase Order #: N/A

5/15/2023

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

DESCRIPTION OF ASSIGNMENT:

The East City Ditch Basin scope of work will begin with the process of field reviews and data collection that will be used to update the City's GIS database, provide the required information for maintenance consideration and ultimately be used to develop a stormwater basin model

FORM OF COMPLETED DELIVERABLES:

Provide a updated asset attribute along with a project consideration report.

BASIS OF PAYMENT: Services shall be made on the basis of **Lump Sum** method in accordance with the Scope of Services, the total not to exceed **\$280,633** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **245** calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Professional Engineering Services	\$280,633.00
2)	
3)	
4)	
5)	
	\$280,633.00
Contract Dollars:	\$280,633.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$280,633.00

Accepted By: Paul Snead, PE 
(Signature)

Requested By: 
(Signature)

Title/Position: _____

City Engineer: _____
City Engineer (Signature)

Approved By: Ashley L. Willis 
Director, PW&E (Signature)
Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works & Engineering,
ou=Engineering, email=awillis@kissimmee.org, c=US
Date: 2023.05.25 11:54:34 -0400

ITEM 7.N

Professional Services Award for the Mill Run Pond Flood Study

Request

Approval to issue Task Work Order No. 4 to Michael Baker International, Inc. for Professional Services support on the Mill Run Flood Study in the amount of \$68,614.

Explanation

On July 6, 2021, the City Commission approved the Michael Baker International, Inc. continuing services contract (RFQ 2021-003). The Public Works and Engineering Department has selected Michael Baker International, Inc. to conduct a flood study for the Mill Run Pond basin and adjacent areas with the purpose of identifying the cause of flooding and providing conceptual alternatives to improve conditions. The consultant will review collected data of the existing infrastructure, field condition observation of existing drainage structures, and surveys. This data will then be used to model the existing conditions and develop proposed alternatives to alleviate flooding conditions within the Mill Run Pond. The scope of work will total in the amount of \$68,614.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503131	N/A	Decrease	\$407,882	\$68,613.28

Financial Summary:

The project is fully funded under the Stormwater Utility Fund.

Recommendation

Staff recommends approval to issue Task Work Order No. 4 to Michael Baker International, Inc. for Professional Services support on the Mill Run Flood Study in the amount of \$68,614.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Mill Run Pond Flood Study
2. Task Work Order #4_AW_Signed

City of Kissimmee

**Scope of Services and Staffhour / Fee Breakdown for
Mill Run Pond Flood Study**

The City of Kissimmee (City) has requested Michael Baker International, Inc. (Michael Baker) to develop a scope of services to prepare a flood study for the Mill Run Pond basin and adjacent areas with the purpose of identifying the cause of flooding and providing concept level alternatives to improve conditions.

In preparation of our scope of services, Michael Baker has met with the City and a local homeowner, reviewed as-builts, and performed a field visit. Based on our investigation, Michael Baker's understanding is during higher frequency storm events roadway flooding can be severe in the neighborhoods of Mill Run and Heather Oaks along Mill Slough Road. Additionally, it has come to our attention the flooding in the neighborhoods is getting progressively worse including lower frequency storm events that are common in Central Florida during the rainy (summer) season.

Michael Baker recommends the following tasks for this flood study:

Task 1: Data Collection

This task will include three subtasks with the intention of collecting relevant data in preparation for developing 1) an updated existing condition model of Mill Slough for developing a time-stage backwater condition, and 2) a detailed flood routing model of the Mill Run Pond and associated basin area.

Task 1A: Review of Existing Data

This task will include reviewing historical permits and as-built plans for the neighborhoods of Mill Run and Heather Oaks as well as Mill Slough Road. The intent of the review is to develop our understanding of existing drainage patterns, stormsewer layout, and the stormwater pond design and performance.

Task 1B: Field Review

The purpose of this task is to verify conditions observed in the as-built and permit reviews, as well as support our assessment of existing drainage patterns. Additionally, Michael Baker will document any areas of concern identified during our field review including existing drainage structure and stormwater pond conditions which may adversely affect flood stages.

Task 1C: Survey

Survey will be required for several parts of the project including limited shots of the Mill Run Pond and its outfall structures to identify any deviations from the permitted plans. We will also survey flood stage elevations (as indicated by residents) in Heather Oaks neighborhood as well as other critical items including inlets, pipes and overtopping elevations as needed to calibrate the existing condition models described in Task 2.

Additional survey will be performed for parts of Mill Slough for development of the Mill Slough backwater model further discussed in Task 2A. Michael Baker previously surveyed portions of Mill Slough for the Mill Slough Stabilization Project and we will utilize that survey as possible to minimize the survey requirements for this effort.

Task 2: Existing Condition Modeling

The purpose of this task is to develop two models, the first model will be of Mill Slough from Woodcrest Boulevard to US 17-92 (Vine Street) to develop a time-stage relationship for the Slough. The second model will be a more detailed flood routing model of the Mill Run Pond and associated basin area using the time-stage Mill-Slough model as the backwater. Both models will be calibrated to a recent storm event for which rainfall depths and flood stages are known. The following subtasks describe our approach to the two models in more detail.

Task 2A: Mill Slough Backwater Model

This model will be derived from the Hanson Walter ICPR model prepared in 1996 (considering the FEMA model is older). The model hydrology will be updated based on a cursory desktop review of basin divides and current development. The model's hydraulic parameters, including channel geometry, will be updated using a combination of existing info from the recent Mill Slough Stabilization project, survey (as described in Task 1C), and field review. This model update is not intended to provide a final design level of detail, but rather to provide a more refined but concept level model for estimating the Mill Slough stage versus time relationship. The model parameters will then be further refined to calibrate to a recent storm event which will be used to prepare 25- and 100-yr, 24-hour storm events.

Task 2B: Mill Run Pond Model

Our team will prepare a detailed flood routing model of the Mill Run Pond and associated basin area using ICPR Ver. 4. The model will be initially prepared from the model documented in the permitted report (SFWMD Application No. 920727-1) we have obtained from the South Florida Water Management District (SFWMD) online permit portal for the Mill Slough Road construction project (circa 1992). We will re-create this permitted model using ICPR Ver. 4 and update as necessary with the results of our data collection phase (Task 1) to determine the performance of this existing system. We will also further refine the model parameters to calibrate to one recent storm event which will then be used to prepare the 25- and 100-yr, 24-hour storm events.

Task 3: Proposed Condition Modeling

This task includes the evaluation of proposed alternatives to alleviate flooding conditions within the Mill Run Pond basin and adjacent areas. The alternatives to be investigated will include improvements within the Mill Run Pond and associated outfall and upstream conveyance systems. The types of improvements to be evaluated will depend on the deficiencies identified in the existing conditions model but may include outfall and/or pond geometry improvements, conveyance improvements, roadway grading changes, and property acquisition in areas for which we cannot identify a cost-effective solution.

For purposes of establishing an estimate of our level of effort we are assuming the following proposed alternatives will be evaluated and reported on:

- Alternative 1: Mill Run Pond Geometry, Outfall and Conveyance Improvements
- Alternative 2: Roadway Grading Improvements
- Alternative 3: Property Acquisition Recommendations

Task 4: Report

MBI will provide the City with a report documenting our approach and results. A map of the existing condition flood limits will be provided for the 25-yr, 100-yr 24-hour storm events as well as the calibrated storm event. Additionally, proposed flood maps will be provided for each of the three storms previously mentioned for each proposed alternative along with a concept-level sketch and cost estimate of the improvement.

SCHEDULE AND FEE

Michael Baker proposes the following schedule and fee to the City of Kissimmee for the Mill Run Pond flood study. The attached fee breakdown shows the associated costs for each of the previously mentioned tasks.

We propose to complete this task within 6 months of Notice to Proceed with an estimated fee of \$68,613. Deliverables for this project will include draft and final reports of the existing and proposed modeling results and alternatives evaluation. The fee breakdown is included on Attachment 1.

Please note that the survey fee for Task 1C has been estimated and will be refined pending initial review and approval of the scope by the City. Johnston's Survey will be performing this task.

Additionally, Michael Baker would be pleased to provide additional services including a benefit cost calculation or any other items required to solicit grant funding.

ATTACHMENT 1: STAFFHOUR / FEE BREAKDOWN

Mill Run Pond Study													
Subtasks	Michael Baker and Johnston's Surveying Staff Hours by Contracted Rate Categories									Total Hours	Loaded Labor Cost	Direct Costs	Total Cost
	Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer	Subconsultant 2-man Crew	Principal Surveyor				
	\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57	\$180.00	\$180.00				
1) Data Collection													
1A) Review of Existing Data	1				8					9	\$1,468	\$0	\$1,468
1B) Field Review	1	4			4					9	\$1,562	\$0	\$1,562
1C) Survey (pending proposal from Johnston's)								60	12	72	\$12,960	\$0	\$12,960
Subtask 1 Totals	2	4	0	0	12	0	0	60	12	90	\$15,990	\$0	\$15,990
2) Existing Conditions Modeling													
2A) Mill Slough Backwater Model	8	16			20	60				104	\$13,890	\$0	\$13,890
2B) Mill Run Pond Model	4	8			8	24				44	\$6,060	\$0	\$6,060
Subtask 2 Totals	12	24	0	0	28	84	0	0	0	148	\$19,950	\$0	\$19,950
3) Proposed Condition Modeling & Alternatives													
	12	24			40	80				156	\$21,327	\$0	\$21,327
Subtask 3 Totals	12	24	0	0	40	80	0	0	0	156	\$21,327	\$0	\$21,327
4) Report													
	4	12			20		40			76	\$11,097	\$0	\$11,097
Subtask 4 Totals	4	12	0	0	20	0	40	0	0	76	\$11,097	\$0	\$11,097
5) Expenses													
ODC's, mileage, etc												\$250	\$250
Subtask 6 Totals	0	0	0	0	0	0	0	0	0	0	\$0	\$250	\$250
GRAND TOTALS	30	64	0	0	100	164	40	60	12	470	\$68,363.28	\$250.00	\$68,613.28



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

Work Order #:4

Purchase Order#:

5/15/2023

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

DESCRIPTION OF ASSIGNMENT:

Data collection relevant to the developing and updated existing condition model of Mill Slough for developing a time-stage backwater condition, a detail flood routing model of Mill Run Pond and associated basin area.

FORM OF COMPLETED DELIVERABLES:

Project deliverable will include a draft and final report of existing and proposed modeling results and alternatives evaluation.

BASIS OF PAYMENT: Services shall be made on the basis of **Lump Sum** method in accordance with the Scope of Services, the total not to exceed **\$68,613.28** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **185** calendar days from the receipt of the official Notice to Proceed from the City.

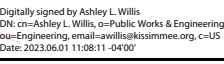
TASK	FEE
1) Professional Engineering Services	\$68,613.28
2)	
3)	
4)	
5)	
	\$68,613.28
Contract Dollars:	\$68,613.28
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$68,613.28

Accepted By: Paul Snead, PE 
(Signature)

Requested By: Nagel Altrui
(Signature)

Title/Position: Orlando Office Mgr

City Engineer: _____
(Signature)

Approved By: Ashley L. Willis 
Director, PW&E (Signature)
Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works & Engineering,
ou=Engineering, email=awillis@kissimmee.org, c=US
Date: 2023.06.01 11:08:11 -0400

ITEM 7.O

State Mitigation credit purchase agreement for Lancaster Ranch Park Phase 1

Request

Approval of the State Mitigation Credit purchase agreement for Lancaster Ranch Park Phase 1 and authorization for the City Manager to execute these and any other documents necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

Explanation

The Lancaster Ranch Park Phase 1 project is the first phase of developing the Lancaster Ranch Park, specifically the Lackey Parcel. The project consists of the park entrance and easement off Jack Calhoun Drive, parking lot/roadway, dry ponds, sidewalks, two pavilions, restrooms, a designated area set aside for Green Meadows Farm operations and several acres of open pasture land. As part of the environmental permitting process with both the US Army Corp of Engineers and South Florida Water Management District, it was determined that the permitting for the project would be contingent upon the City's purchase of credits as compensatory wetland mitigation.

On April 18, 2023 the City Commission approved to purchase of 1.12 Freshwater Federal Herbaceous (M-WRAP) credits from Florida Mitigation Bank LLC, which were accepted, and 1 Freshwater State Herbaceous (UMAM) mitigation credits from Kenneth Kirchman Foundation. It was determined on 5/25/2023 that those Freshwater State credits from Kenneth Kirchman Foundation were not accepted and that the City would need to find other mitigation credits from another bank source.

The City now has a new agreement for the 1 Freshwater Federal State Herbaceous (UMAM) mitigation credits through Twin Oaks Mitigation Bank with D.R. Horton, Inc. in the amount of \$125,000. This is only a \$25,000 increase from the previous Kenneth Kirchman Foundation request which has been refunded.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393	RI2302	Decrease	\$125,000	\$125,000

Financial Summary:

Funds will be available for the mitigation credits in the Recreation Impact project RI2303. 1 Freshwater State Herbaceous (UMAM) in the amount of \$125,000. A deposit of \$12,500 will be issued at signing and the remainder balance (\$112,500) will be due no later than August 22, 2023.

Recommendation

Staff recommends the City Commission approve the attached Mitigation Credit purchase agreement and to allow the City Manager to execute these and any other documents that may be necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) - Lancaster Ranch Phase I Twin Oaks Mitigation Credit Agreement
2. Previous Mitigation Info

PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION CREDITS

THIS PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION CREDITS (hereinafter "Agreement") is made this _____ day of _____, _____, by and between **D.R. HORTON, INC.** (hereinafter "Seller"), whose mailing address is 10192 Dowden Rd Orlando, Florida 32832 and **CITY OF KISSIMMEE** (hereinafter "Buyer") whose mailing address is 101 Church Street Kissimmee, Florida 34741 (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Seller owns and operates the Twin Oaks Mitigation Bank located in Osceola County, Florida (the "Mitigation Bank") with freshwater herbaceous mitigation credits available for transfer and sale under South Florida Water Management District (hereinafter "SFWMD") Permit No. 49-00007-M.

WHEREAS, Buyer needs to purchase State UMAM Herbaceous Credits to offset wetland impacts associated with the proposed development of a project known as **LANCASTER RANCH PHASE I** (hereinafter "Project"), SFWMD Application Number: 220628-34981;

WHEREAS, as part of the environmental permitting process for the Project involving SFWMD it is anticipated that the agencies will condition the issuance of Buyer's permits on the purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Bank on the terms and conditions below to be used to offset wetland impacts associated with the Project;

WHEREAS, Buyer has determined that the number of Credits to be purchased is **(One) 1 Herbaceous UMAM State Credits** (the "Subject Credits"); and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

- 1. Terms of Purchase.** The purchase price (hereinafter "Purchase Price") of the Subject Credits is One Hundred Twenty-Five Thousand 00/100 U.S. Dollars (\$125,000.00) payable to Seller by wire transfer of federal funds pursuant to wire instructions. Seller agrees to reserve and sell to the Buyer the aforementioned Subject Credits. Upon execution of this Agreement, Buyer shall deliver the non-refundable 10% deposit of Twelve Thousand Five Hundred U.S. Dollars (\$12,500.00). All payments shall be paid to the account of **D.R. HORTON, INC.** and submitted via wire transfer of funds using the wire instructions provided by Seller.
- 2. Reservation Period.** This reservation shall commence upon the signing of this Agreement and payment of the Deposit to the Seller and shall expire August 22, 2023 (the "Expiration Date"). The Purchase Price less the deposit shall be due on or before the Expiration Date. If Buyer shall fail to deliver the Purchase Price in accordance with this Agreement, Seller may terminate this Agreement

by written notice to Buyer, upon which notice Seller shall be entitled to retain the Deposit and the Parties shall have no further rights or obligations hereunder, except as otherwise provided.

- 3. Deposit.** Unless otherwise described herein or otherwise agreed, the Deposit shall be credited against the Purchase Price paid by Buyer for the Subject Credits. The Deposit shall be deposited into a non-interest bearing account. Said Deposit shall be non-refundable to Buyer except in the case of breach by Seller as set forth in Paragraph 8 below.
- 4. Cumulative Impact Assessment.** A Cumulative Impact Assessment will be performed to show there is no net loss of mitigating out of the watershed; however, the potential impact is within the mitigation service area of the mitigation bank.
- 5. Adjustment of Credit Reservation.** Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer. In the case of a credit reservation adjustment within the reservation period identified above, Buyer and Seller will execute an addendum to this Agreement.
- 6. Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the SFWMD for the Mitigation Bank. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Bank shall solely be the responsibility of Seller. The provisions of this shall survive the closing hereunder.
- 7. Conditions of Transfer of Credit.** Prior to the transfer of Subject Credits, Buyer shall provide a true and correct copy of the SFWMD permit with exhibits to Seller. Upon receipt of the permit and payment of the Purchase Price, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SFWMD to effectuate the transfer of the Subject Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) to sixty (60) days to complete.
- 8. Debit of Credits and Transfer.** Upon notification of the debit of the Subject Credits by the SFWMD the same shall be transferred to Buyer together with documents evidencing such transfer of the Subject Credits. The Parties hereby agree that evidence of the Subject Credits being transferred shall be the receipt by Seller from SFWMD of the Minor Permit Modification to its Environmental Resources Permit (hereinafter the "ERP"). Once the transfer has been completed, the transfer shall be deemed to be completed and payment fully earned.
- 9. Breach of Seller.** If the closing of the purchase and sale of the Subject Credits as contemplated by this Agreement is not consummated because of a default by Seller hereunder, then Buyer shall provide Seller with written notice of such default and Seller shall have twenty (20) days within which to cure any such default; if Seller does not cure its default, then following such notice and cure period, Buyer may, as Buyer's sole and exclusive remedy (except as hereinafter expressly provided), terminate this Agreement by written notice to Seller, upon which notice Seller shall return the Deposit to Buyer and the parties shall have no further rights or obligations hereunder, except with respect to those provisions of this Agreement which by their express terms survive termination of this Agreement. Buyer hereby **EXPRESSLY WAIVES AND RELEASES ANY AND ALL OTHER RIGHTS, REMEDIES AND CLAIMS UNDER THIS AGREEMENT, AT LAW, IN EQUITY AND OTHERWISE IN CONNECTION WITH OR ARISING FROM ANY SUCH SELLER DEFAULT.**

10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

11. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

12. Notices. Any notice or demand permitted or required by this Agreement shall be made in writing and shall be delivered by hand delivery, which shall include delivery by reputable national overnight courier service, such as Federal Express, or by electronic transmission (including electronic mail or facsimile, as may be set forth below) with confirmation of transmission followed by hand delivery of a copy of such notice or demand. Any such notice or demand shall be effective and deemed received on the date delivered to the addressee, as indicated on the receipt confirmation if delivered by hand, or if delivered by electronic transmission, on the date of such transmission, as indicated on the receipt confirmation. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice, demand or request sent. For the purposes of this Section, notices shall be directed as follows:

Notices to Seller: D.R. HORTON, INC.
Attn: John Valantasis
10192 Dowden Rd
Orlando, FL 32832

With a copy to: The Mitigation Banking Group, Inc.
Attn: Victoria K. Colangelo
P.O. Box 195813
Winter Springs, Florida 32708
Email: Victoria@mitigationbankinginc.com
Phone: 407-808-2222

Notices to Buyer: City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

13. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

14. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed

in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- 15. No Joint Venture or Partnership or Agency Relationship.** Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
- 16. Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
- 17. Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
- 18. Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
- 19. Effective Date.** This Agreement is effective on the date on which the last of the parties signs this Agreement.
- 20. Typewritten or Handwritten Provisions.** Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.
- 21. Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument. The signature pages may be detached from one counterpart and reattached to another counterpart in order to form a fully-executed instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver any execution original to this Agreement with its actual signature to the other Parties, but a failure to do so will not affect the enforceability of this Agreement.
- 22. Time is of the Essence.** Time is of the essence under the terms of this Agreement.
- 23. Agreement Not Recordable.** This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence **SELLER:**
of:

D.R. HORTON, INC.

By: _____

Name: _____

Title____ _____

Executed on _____, _____

BUYER:

CITY OF KISSIMMEE

By: _____

Title: _____

Executed on _____, _____

WIRING INSTRUCTIONS FOR TWIN OAKS MITIGATION BANK

**D.R. HORTON – ORLANDO BRANCH WIRE INSTRUCTIONS FOR CLOSING
PROCEEDS**

Bank of America
100 N Tryon St STE 170
Charlotte NC 28202

ABA Routing No. 026009593

Account No. 4426211314

Account Name: D. R. Horton, Inc. – Central Florida (Orlando) Depository Account

PAYMENT DETAIL MUST INCLUDE:

LANCASTER RANCH PHASE I-TWIN OAKS MITIGATION BANK

ITEM 7.I

Mitigation credit purchase agreements for Lancaster Ranch Park Phase 1

Request

Approval of the Mitigation Credit purchase agreements for Lancaster Ranch Park Phase 1 and authorization for the City Manager to execute these and any other documents necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

Explanation

The Lancaster Ranch Park Phase 1 project, which is the first phase of developing the Lancaster Ranch Park, specifically the Lackey Parcel. The project consists of the park entrance and easement off Jack Calhoun, parking lot/roadway, dry ponds, sidewalks, 2 pavilions, restroom, a designated area set aside for Green Meadows Farm operations and several acres of open pasture land.

As part of the environmental permitting process with both the US Army Corp of Engineers and South Florida Water Management District, it was determined that the permitting for the project would be contingent upon the City's purchase of credits as compensatory mitigation. These agreements are for the purchase of 1.12 Freshwater Federal Herbaceous (M-WRAP) credits in the amount of \$50,400 from Florida Mitigation Bank LLC. and 1 Freshwater State Herbaceous (UMAM) credit in the amount of \$100,000 from Kenneth Kirchman Foundation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393	RI2303	Decrease	\$150,400	\$150,400

Financial Summary:

Funds will be available for the mitigation credits in the Recreation Impact project RI2303. Deposit for 1.12 Freshwater Federal Herbaceous (M-WRAP) in the amount of \$5,040 and for 1 Freshwater State Herbaceous (UMAM) in the amount of \$8,000 will be issued at signing and the remainder balance (\$137,360) will be due 90 days thereafter.

Recommendation

Staff recommends the City Commission approve the attached Mitigation Credit purchase agreements and to allow the City Manager to execute these and any other documents that may be necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Federal \$50,400 R 23001506
State \$100,000 R 23001508

2023-4039

Page 542 of 941
4/18/23

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):

1. (S) Purchase Agreement FMB Lancaster Park Ph I Federal
2. (S) LXMB Agreement for Lancaster Ranch Phase 1
3. Deposit Invoice FMB Lancaster Park Ph I Federal
4. Deposit Invoice for Lancaster Ranch Phase 1 LXMB State Credits

Andrea Campbell

From: Alex Preisser <Alex@mitigationmarketing.com>
Sent: Thursday, May 25, 2023 1:03 PM
To: Mendieta, Ramon
Cc: Brown, Mike (Orlando); Andrea Campbell
Subject: RE: DEP Application No.: ST404-0423358-001 SFI-30 / Lancaster Ranch Credit Reservation Cancellation
Attachments: 5-25-23 State Mitigation Reservation Cancellation Letter for Lancaster Ranch Phase 1.pdf

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

Hi Ramon,

Please find attached the cancellation letter for the 1.00 state Herbaceous UMAM Credit reservation at Lake X Mitigation Bank. I am sending the reimbursement check today to the Andrea's attention at the City. Please let me know what direction you receive from SWFWMD on alternative mitigation solutions and I will do the same on my end.

Thank you,
Alex

Alexis (Alex) M. Preisser
Mitigation Marketing
Phone: (407) 481-0677
Cell: (407) 718-1780
@mitigationmarketing
www.mitigationmarketing.com
Providing Mitigation Solutions Throughout Florida



From: Mendieta, Ramon <ramon.mendieta@aecom.com>
Sent: Friday, May 19, 2023 9:18 AM
To: Alex Preisser <Alex@mitigationmarketing.com>

May 25, 2023

City of Kissimmee
Steve Lackey
101 Church Street
Kissimmee, FL 34741

**Subject: Reservation Cancellation Letter for Lake X Mitigation Bank
Lancaster Ranch Phase 1
SFWMD Application No. 220628-34981**

Mr. Lackey,

I am writing in reference to your need for mitigation credits for the **Lancaster Ranch Phase 1** project in Osceola County, Florida. The City of Kissimmee previously entered into a Mitigation Credit Purchase Agreement with Kenneth Kirchman Foundation (aka **Lake X Mitigation Bank**) for the purchase of 1.00 State Herbaceous UMAM Credit for the Lancaster Ranch Ph I project (Application No. 220628-34981).

Payment in full was received by Mitigation Marketing on 5/8/23 for \$100,000.00. On May 19, 2023 the City's consultant notified Mitigation Marketing that SFWMD had denied the proposed mitigation plan including Lake X due to the fact that the projects falls outside of the Bank's Service Area. The Mitigation Purchase Agreement Executed April 24th is therefore null and void. Mitigation Marketing is sending reimbursement in full for the aforementioned credit reservation.

Should you have questions or require additional information, please do not hesitate to contact me.

Sincerely,



Alexis Preisser
Mitigation Marketing, LLC
Phone: 407-481-0677 Fax: 407-648-3866
alex@mitigationmarketing.com
Providing Mitigation Solutions Throughout Florida

cc:, Kelley Samuels & Ramon Mendieta, AECOM

P.O. Box 540285
Orlando, Florida 32854
Telephone 407.481.0677
Facsimile 407.648.3866

LAKE X MITIGATION CREDITS PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter "Agreement") is made this 24th day of APRIL, 2023, by and between **Kenneth Kirchman Foundation**, (hereinafter "Seller"), whose mailing address is 7555 Old Melbourne Highway, St. Cloud, FL 34711 and **City of Kissimmee** (hereinafter "Buyer") whose mailing address is 101 Church Street Kissimmee, FL 34741 (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Buyer is permitting a project known as **Lancaster Ranch Phase 1** located in Osceola County, Florida (the "Project"); and

WHEREAS, as part of the Project, the Buyer has submitted a permit application with the South Florida Water Management District (the "SFWMD") **Application No. 220628-34981** (hereinafter "Permit"), which will require the Buyer to purchase 1.00 Freshwater State Herbaceous (UMAM) mitigation credits to satisfy the obligations/conditions under the Permit; and

WHEREAS, Lake X Mitigation Bank is recognized by the SFWMD as a mitigation bank with State of Florida mitigation credits pursuant to Permit No.49-00004-M; and

WHEREAS, the Buyer desires to acquire **1.00 Freshwater State Herbaceous (UMAM)** mitigation credits from the Seller for the purpose of meeting its needs for **Lancaster Ranch Phase 1** in accordance with the Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller covenant and agree as follows:

1. SALE AND PURCHASE OF CREDITS. Subject to the terms and conditions hereof, Seller agrees to sell, transfer and convey unto Buyer, and Buyer agrees to purchase **One (1.00)** State of Florida Herbaceous UMAM mitigation credits from the Lake X Mitigation Bank (the "Credits") to be applied to satisfying the conditions of the Permit on the Project.

2. PURCHASE PRICE AND PAYMENT.

A. The purchase price ("Purchase Price") for the Credits is calculated as follows: One Hundred Thousand Dollars (\$100,000.00) per State Credit (when paired with Florida Bank Federal Credits) times the actual number of credits being purchased. Therefore the purchase price of the Credits is **One Hundred Thousand Dollars U.S. (\$100,000.00)** payable in check, wired federal funds or cashier's check at Closing. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SFWMD.

B. The methodology by which the funds are to be paid for the Credits herein shall be as follows: Buyer shall pay to Seller the sums required pursuant to this Agreement and, thereafter, Seller shall accomplish the delivery of the Credits pursuant to the terms and conditions of this Agreement.

3. DEPOSIT. An 8% deposit, or Eight Thousand Dollars U.S. (\$8,000.00) is required upon signing of this agreement to reserve the aforementioned 1.00 herbaceous UMAM State Credits for 90 days following execution of this agreement by all parties. The Deposit Payment shall be paid to Mitigation Marketing, LLC and sent to PO Box 540285 Orlando, FL 32854.

Payment in full will be due within 90 days of signing this agreement or when the SFWMD Permit is issued, whichever occurs first. **The final balance payment of \$92,000.00 shall be paid to the account of Kenneth Kirchman Foundation** and submitted via Mitigation Marketing P.O. Box 540285 Orlando, Florida 32854.

A. This reservation shall commence upon the signing of this Agreement and shall expire 90 days following the date which both parties sign this purchase agreement or when the SFWMD Permit is issued, whichever occurs first.

4. CLOSING. The closing (the "Closing") will take place no later than 90 days following execution of this agreement by all parties (whichever occurs first). At such Closing, Seller will prepare and deliver to Buyer the documentation necessary/Proof of transfer the Credits to Buyer.

5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER.

A. Seller represents and warrants that the Credits are free and clear of all mortgages, liens, or any other security interest.

B. As of the date hereof and as of the Closing, Seller and Buyer, respectively, represent and warrant that each has full power to enter into, and perform the terms of this Agreement and that execution, delivery and performance of this Agreement by each party has been duly authorized by all requisite action, and that the provisions of this Agreement applicable to each party constitute legal and binding obligations enforceable in accordance with their terms.

C. All the representations and warranties made by Seller and Buyer shall be true and correct on and as of the Closing as though made on and as of that date. Seller and Buyer shall have performed all obligations and complied with all covenants required to be performed or to be complied with by each party under this Agreement prior to or as of the Closing.

6. FAILURE TO CLOSE. If the Buyer fails to timely close on the purchase of a minimum One (1.00) State UMAM Credits, the Deposit shall be paid to Seller as liquidated damages and Seller will automatically be relieved of any further obligation to Buyer. If either (i) Seller fails to deliver the Credits when due under this Agreement, then Buyer shall have the right to demand specific performance. If Buyer elects not to demand specific performance (by written notice

to Seller), or (ii) if Seller demands specific performance and Seller is unable to comply, then the Deposit shall be refunded to Buyer.

7. MISCELLANEOUS.

A. Termination. This Agreement may be terminated by the Seller, if the Closing does not occur on or before the Closing Date, with time being of the essence thereof, and the parties shall be relieved of all obligations and this Agreement shall be without further force or effect.

B. Entire Agreement. This Agreement, including Exhibits and other writings referenced herein, or delivered pursuant hereto which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter hereof.

C. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the parties.

D. Survival of Representations and Warranties. All statements contained in any schedule, exhibit, certificate, instrument or document delivered by or on behalf of any party pursuant to this Agreement shall be deemed to be included in the representations and warranties made by such party hereunder. All such representations and warranties made herein shall survive the date hereof.

E. Further Actions. From and after the Closing, upon request of Buyer or Seller, each party shall do, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required to complete this Agreement.

F. Choice of Law. This Agreement, and matters relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida in force at the time any need for interpretation or decision or holding concerning this Agreement arises. This Agreement is executed and shall be performed in whole or in part in Osceola County, Florida, which shall be the only proper venue and forum for any litigation involving this Agreement.

G. Time. Time is of the essence of this Agreement.

H. Enforceability. If any provision of this Agreement shall be declared to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

I. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

J. Attorneys' Fees. In connection with any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party in such legal proceeding shall be entitled, in addition to recovering any damages sustained by such party, to recover

expenses incurred by such party in connection with such legal proceeding, including reasonable attorney's fees from the non-prevailing party and court costs.

K. "As Is" – "Where Is". Except as otherwise specifically stated in this Agreement, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning the Credits.

L. Notices. Any notices which may be permitted or required under this Agreement shall be in writing and, if to Seller or Buyer, shall be sent as follows:

If to Seller: Kenneth Kirchman Foundation
Mr. Hal G Smith III
Manager
7555 Old Melbourne Highway
St. Cloud, FL 34711

Mitigation Marketing
Attn: Alexis Preisser
PO Box 540285
Orlando, FL 32854
Alex@mitigationmarketing.com

If to Buyer: City of Kissimmee
Mike Steigerwald, City Manager
101 Church Street
Kissimmee, FL 34741
ramon.mendieta@aecom.com

Any notice given under this Agreement shall be deemed to have been duly given as of the date and time the same is either (a) personally delivered, or (b) if mailed, on receipt thereof as evidenced thereof by the return receipt (any delivery by mail shall be sent with the United States Postal Service, postage prepaid, by registered or certified United States Mail, return receipt requested), or (c) upon receipt if delivered by an overnight courier guaranteeing next business day delivery such as Federal Express, or (d) by email at the addresses above. Any party may change the address to which notices to it are to be given by giving the other parties hereto at least ten (10) days prior notice of such change of address.

M. No Third-Party Beneficiary. The provisions of this Agreement are for the Seller and Buyer hereto, and their respective successors and permitted assigns, and no other party shall have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

N. Credit Reservation Letter. Within 2 days of the Agreement Date and receipt of the deposit payment, Seller will issue to Buyer a Reservation Letter for 1.00 Freshwater State Herbaceous (UMAM) Credits.

O. Cumulative Impact Analysis. Seller will provide the Buyer with a project specific CIA for purposes of permitting with SFWMD. The CIA will be provided to the Buyer within 10 days of receipt of the deposit and necessary information as required by LXMB.

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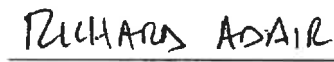
VOID

IN WITNESS WHEREOF, this Mitigation Credits Purchase Agreement is executed by and between the parties hereto as of the day and year first above written.

Signed, sealed and delivered
In the presence of:



WITNESS SIGNATURE



WITNESS NAME

Linda S. Hansell
WITNESS SIGNATURE

Linda Hansell
WITNESS NAME

SELLER:

Signed, sealed and delivered
Kenneth Kirchman Foundation

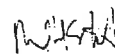
By: 

Hal G Smith III, Manager
Its: Manager

DATE 4/24/23

BUYER:

City of Kissimmee

BY: 
Mike Steigerwald
City Manager

Apr 20 2023
DATE

ITEM 7.P

Approval of Purchase Contract for 1815 Vine Street and 1515 Hollywood (Super 8 Motel)

Request

Approval of the purchase contract and authorization for the City Manager to execute any and all future documents related to the purchase of 1815 Vine and 1515 Hollywood (formerly Super 8 Motel)

Explanation

The City of Kissimmee has supported programs and services focused on assisting the homeless and those in need for more than two decades. Over the past three years, the City Commission selected addressing the housing needs of the homeless as a top priority in the five-year strategic plan. After several attempts to identify property and/or potential partners for the development of a campus, the City identified a property well suited to carry out the vision for the community.

The proposed project will be known as the Haven on Vine. It will serve as a one-stop location and provide housing-focused emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services. The intent of this project is to provide housing-focused 24/7/365 non-congregate emergency shelter and support services to persons experiencing homelessness. In addition, the campus will provide affordable housing units for those whose income does not exceed 80% of the area median income (AMI). The project will support an integrated system of housing assistance that can immediately address the needs of an individual or household experiencing homelessness and connect them with the resources needed to end that homeless episode. This overarching goal is to align with the national best practices of Housing First and deploy services needed to ensure homelessness in our community is rare, brief, and non-recurring.

In order to accomplish this vision, staff is proposing the purchase of a property located at 1815 W Vine and 1515 Hollywood St., AKA the Super 8 Motel. The property consists of 123 units- 83 motel rooms and 40 two-bedroom/ one-bath apartments. The property is well suited for co-locating services and housing on the same campus in a dignified way.

At this time, staff is underway finalizing the purchase contract with the following sales terms:

Sales Price: \$12,000,000

Contingency from the seller for completion of 8 apartment renovations: \$50,000

The purchase price is based upon the average of two appraisals done on the property and the contingency is based on cost estimates developed by Facilities Management.

Funding for the purchase is as follows:

Sources	Amount Allocated
City ARPF	\$ 6,853,368.86
Osceola County Government	\$ 3,000,000
CDBG-CV 2020 (1&3)	\$ 1,026,902
CDBG 2020	\$ 109,899
CDBG 2021	\$ 133,713
CDBG 2022	\$ 300,000
HOME 2020	\$ 57,037.92

City of Kissimmee

HOME 2022	\$ 235,310
HOME 2018	\$ 283,769.08
Total	\$ 12,000,000

The required buyer closing costs will be funded through City ARPF project funds in an amount not to exceed 2% of the sales price.

In order to proceed, staff request authorization to enter into the purchase contract with Diamond Elite Kissimmee Apartments, LLC and Diamond Elite Kissimmee, LLC (hotel). Due to the timing of the sale, authorization is also requested for the City Manager to sign any and all remaining documents necessary to complete the sale, including the Osceola County funding agreement that is underway. The proposed closing date is on or before June 21, 2023.

During and after the completion of the purchase, staff will work to ensure compliance with HUD to address tenants currently residing in the property, hire a property manager to manage the day-to-day needs of the current tenants, and move forward with the RFP process to select a provider and long-term property manager.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
03290700		Decrease	6,853,369	
509276	TBD	Increase	6,853,369	
03240106	TBD	Increase	3,000,000	
506292	TBD	Increase	3,000,000	
00100337	CDBG-20	Decrease		1,026,902
337103	11120	Decrease		109,899
00110106	CDBG2021-HMELESS FC-506292	Decrease		132,843
506292	CDBG2021	Decrease		870
11125108	CDBG2022-HMELESS FC-506292	Decrease		300,000
508282	11320	Decrease		57,038
11125108	HOME2022-HUD-OTHR OPER-AIDS	Decrease		235,310
508282	PRIV	Decrease		283,769
11125106	11318			
506292				
11125108-				
508282				
11125106				
506292				
11325108				
508282				
11325108				
508282				
11325108				
508282				

Financial Summary:

Adequate funding is available through out various sources.

Recommendation

Staff recommends approval to proceed with the purchase contract with Diamond Elite Kissimmee Apartments, LLC and Diamond Elite Kissimmee, LLC (hotel) and authorization for the City Manager to sign any and all remaining documents necessary to complete the sale.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: City Manager
Presenter:

Attachment(s):
None

ITEM 8.A

Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2022

Request

This request is for Commission acceptance of the Annual Comprehensive Financial Report for the year ended September 30, 2022.

Explanation

The Annual Comprehensive Financial Reports for the year ended September 30, 2022 were issued in May for the City of Kissimmee, the Vine Street Community Redevelopment Agency and the Downtown Community Redevelopment Agency. The City's external auditors, Purvis Gray & Company, LLP, have given the City an unmodified opinion which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the City and the results of its operations.

Purvis Gray & Company, LLP, will be present to answer any questions the Commission may have about the audited financial statements or the required communication letter.

Recommendation

Accept the Annual Comprehensive Financial Report for the year ended September 30, 2022.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Tavia Conner

Attachment(s):

1. 11368ACFR22 Final PGC Reports City of Kissimmee
2. 11368ACFR22 Final SAS114 City of Kissimmee
3. 2022 kissimmee
4. Vine St CRA Stmts FY22-PG
5. Downtown CRA Stmts FY22-PG
6. 11368AR22 Final SAS114 Kissimmee Vine Street CRA
7. 11368AR22 Final SAS114 City of Kissimmee CRA

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows, thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

As described in Note 14 to the financial statements, in 2022, the City adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

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Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and Major Special Revenue Fund, City Retirement Plan Schedules and Notes, and City Other Postemployment Benefits Plan Schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual non-major fund financial statements, internal service funds financial statements, related budgetary comparison schedules, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements, internal services funds financial statements, related budgetary comparison schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 23, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City 's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



May 23, 2023
Ocala, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 23, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that are not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as **2022-01 Period End Closing Routine for Financial Reporting** that we consider to be a significant deficiency.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs.

City of Kissimmee, Florida's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



May 23, 2023
Ocala, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Kissimmee, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



May 23, 2023
Ocala, Florida

**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have examined the City of Kissimmee, Florida's (the City) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 23, 2023
Ocala, Florida

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MANAGEMENT LETTER

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Kissimmee, Florida (the City) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated May 23, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315. Disclosures in those reports and schedule, which are dated May 23, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. See Schedule of Findings and Questioned Costs.

Current Year Finding #	2021-2022 FY Finding #	2019-2021 FY Finding #
2022-1	2021-1	2019-1

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City was established

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

MANAGEMENT LETTER

in 1907 and incorporated in 1937, under the legal authority of the Laws of Florida 18623. The Kissimmee Community Redevelopment Agency is considered a blended component unit and was established pursuant to Chapter 163 of the Florida Statutes. The three pension plans are not considered component units since they are not legally separate entities.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. Please see Schedule of Findings and Questioned Costs for such recommendation.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state, and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



May 23, 2023
Ocala, Florida

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2022**

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of Auditor's Report Issued:	Unmodified
Internal Control Over Financial Reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	Yes
Non-compliance material to financial statements noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of Auditor's Report Issued on Compliance for Major Programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(A)	No
Identification of Major Programs:	

Federal Program

U.S. Department of Housing and Urban Development:	
Community Development Block Grant	Assistance Listing No. 14.218
U.S. Department of Treasury	
Coronavirus State and Local Fiscal Recovery Funds	Assistance Listing No. 21.027
Dollar Threshold Used to Distinguish Between Type A and Type B Programs – Federal Programs	\$750,000
Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?	Yes

Other Issues

The following statement, as applicable to the situation, may be required in the Schedule of Findings and Questioned Costs:

- No summary schedule of prior audit findings is required because there were no prior audit findings related to Federal Programs.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2022**

1. Findings Related to the Financial Statements Required to be Reported under Generally Accepted Government Auditing Standards (GAGAS)

2022-01 Period End Closing Routine for Financial Reporting (significant deficiency) (Updated from previous year's 2021 recommendation).

For the past several years the City's Annual Comprehensive Financial Report (ACFR) has been issued subsequent to the March deadline, more than a full 6 months after year-end, which is an indication that the City's monthly and year-end closing routines are not functioning as intended. Accurate and timely financial reporting is dependent upon regular monthly and year-end closing routine procedures. This includes timely reconciliations and analysis of key financial statement accounts to facilitate interim and year-end financial reporting.

During our audit process, we identified several areas where reconciliations were incomplete, requiring journal entries to accurately report year-end financial information:

- Capital Assets
- GASB 87, *Leases*
- Allowance for Doubtful accounts
- Grant Reporting
- Investments

In summary, we recommend management review their monthly and year-end close processes for areas of improvement and all other areas to ensure timely and more frequent reporting and preparation of the year-end financial statements. After this initial review has been completed with changes implemented, we would expect these efforts to benefit the City for many years.

2. Findings and Questioned Costs for Major Federal Programs

Noted no current year recommendations.



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

May 23, 2023

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter comment:
2022-01 Period End Closing Routine for Financial Reporting (significant deficiency)

Management's Response

The Finance Department has a new staff member in 10 of its 14 authorized positions. Most Finance Departments struggle to close on time even without the complications of losing a combined 60 years of institutional knowledge, implementing a full suite Enterprise Resource Planning system, and new GASB pronouncements all while trying to play catch up. In fully staffed years and absent all of the aforementioned complications, the City's closing routine was an issue of contention. Despite continuing to work through issues with the new software making routine transactions difficult and delayed, this past year an annual audit task list was used to guide the closing process. Timing this year was also exacerbated by scheduling and engagement management.

Finance agrees that accurate and timely financial reporting is dependent upon regular and monthly and year-end closing routine procedures. We have evaluated our period end closing routine process and implemented a monthly close process in conjunction with the year-end process incorporated this year. Furthermore, staff has already began catch up reconciliation efforts to ensure timely reporting despite tremendous setbacks.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tavia Ritchie".

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida



COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) for the year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 18, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. Except as noted below, no new accounting policies were adopted, and the application of existing policies were not changed during the year ended September 30, 2022. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The following accounting pronouncement was implemented during the year ended September 30, 2022:

- Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*, with certain exceptions, required that all long-term, non-cancelable leases be recorded as long-term liabilities on the balance sheet with a corresponding “right-to-use” asset, both of which will be reduced over the life of the lease agreement. The City evaluated many agreements, and determined which items met the definition of a lease under the new standard.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimation of the Allowance for Doubtful Accounts—Management’s estimate for the allowance for doubtful accounts is based on historical collection rates and an analysis of the collectability of individual receivables.

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Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

- Depreciation—The City uses straight-line depreciation and industry useful lives. The useful lives are reviewed annually by management for reasonableness.
- Self-Insurance Liabilities—The City's self-insurance liability is determined based on an estimation of claims incurred as of September 30 and offset by any estimated recovery from the excess insurance.
- Pension and Other Postemployment Benefits (OPEB)—Management's estimates of the net pension liability, unfunded actuarial accrued liability, and net OPEB obligation are based upon actuarial methods and assumptions, which are selected based on risk and market factors affecting governmental entities of similar sizes and employee census information. Management also uses the assistance of an actuary hired by the plans to project estimated contributions.
- Compensated Absences—Management utilizes assumptions to best estimate the value of the balance for employee vacation and sick time available at year-end.
- Pension Actuarial Methods and Assumptions—Management's estimates are based upon risk and market factors affecting governmental entities of similar sizes and employee census information. Management also uses the assistance of an actuary hired by the City to project estimated contributions.
- Leases—Management's estimate related to the initial measurement of lease assets and liabilities, interest expense/income, lease term, present value of lease payment, and fair value of underlying assets, when applicable, is based on terms in the agreements and the discount rate, based on the implementation of GASB Statement No. 87, *Leases*.
- Fair Value of Investments—Investments are measured at fair value based on third-party valuations.

We evaluated the key factors and assumptions used to develop the estimates described above in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

The completion of the audit was delayed due to certain account reconciliations that were not completed during the time of initial fieldwork. See audit comment in the Schedule of Findings and Questioned Costs.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. See attached audit adjustments required as a result of audit procedures. See further discussion in the schedule of findings and questioned costs.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 23, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

The following are audit matters that we would like to bring to the attention of the Mayor, City Commission, and management of the City:

Implementation of New Accounting Standards

- **GASB Statement No. 96, *Subscription-Based Information Technology Arrangements***—GASB has issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, which will be effective for the year ending September 30, 2023. This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This statement: (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

We recommend the City gather information and continue their analysis for any SBITA’s to see if they are applicable under GASB Statement No. 96.

- **GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements***—GASB has issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which will be effective for the year ending September 30, 2023. This statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). A PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or non-governmental entity) to provide public services by conveying control of the right to operate or use a non-financial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We recommend the City gather information and continue their analysis for any PPPs to see if they are applicable under GASB Statement No. 94.

We applied certain limited procedures to the required supplementary information (RSI), as listed in the table of contents, that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which consists of the combining and individual non-major fund and internal service funds statements and other schedules, budgetary comparison schedules, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of members of the City Commission and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.



May 23, 2023
Ocala, Florida

Number	Name	Account No	Debit	Credit
1	MISC ACCOUNTS RECEIVABLE	001-00-0000-117-000-0000-117003 001	3,214,903.22	
1	BAD DEBT	001-90-9070-519-300-0000-504999 001		(3,214,903.22)
Client Assistance Entry - To move Ambulance Billing and other collection amounts over 180+ days old that were written off from Bad Debt to AR Allowance (Client AJE #14)				
2	CASH	001-00-0000-104-000-0000-104000 001		(481,887.87)
2	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	90,744.11	
2	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	7,090.12	
2	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	365,872.35	
2	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	18,181.29	
2	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(90,744.11)
2	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(7,090.12)
2	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(365,872.35)
2	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(18,181.29)
2	GENERAL FUND	999-00-0000-290-000-0000-290001 999	481,887.87	
Client Entry: Reverse JE#10 for Ambulance PEMT program (Client AJE #1) CASH				
3	CASH	001-00-0000-104-000-0000-104000 001		(241,792.96)
3	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	81,843.07	
3	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	1,456.11	
3	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	158,493.78	
3	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(81,843.07)
3	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(1,456.11)
3	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(158,493.78)
3	GENERAL FUND	999-00-0000-290-000-0000-290001 999	241,792.96	
Client Entry: Reverse JE#11 for Ambulance PEMT program (Client AJE #2) CASH				
4	CASH	001-00-0000-104-000-0000-104000 001		(15,442.47)
4	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001	15,442.47	
4	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(15,442.47)
4	GENERAL FUND	999-00-0000-290-000-0000-290001 999	15,442.47	
Client Entry: Reverse JE#12 for Ambulance PEMT program (Client AJE #3) CASH				
5	CASH	568-00-0000-104-000-0000-104000 568		(82,659.99)
5	HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568	82,659.99	
5	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(82,659.99)
5	SELF INSURANCE HEATLH	999-00-0000-290-000-0000-290336 999	82,659.99	
Client Entry: Reverse JE#45 for Cigna 3rd Quarter Rebateb (Client AJE #4) AMBULANCE				
6	AMBULANCE	001-00-0000-115-000-0000-115011 001	90,744.11	
6	AMBULANCE	001-00-0000-115-000-0000-115011 001	7,090.12	
6	AMBULANCE	001-00-0000-115-000-0000-115011 001	365,872.35	
6	AMBULANCE	001-00-0000-115-000-0000-115011 001	18,181.29	
6	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(90,744.11)
6	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(7,090.12)
6	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(365,872.35)
6	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(18,181.29)
Client Entry: JE #87 Accrue pmt for Ambulance PEMT program (Client AJE #5)				
7	AMBULANCE	001-00-0000-115-000-0000-115011 001	81,843.07	
7	AMBULANCE	001-00-0000-115-000-0000-115011 001	1,456.11	
7	AMBULANCE	001-00-0000-115-000-0000-115011 001	158,493.78	
7	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(81,843.07)
7	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(1,456.11)
7	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(158,493.78)
Client Entry: Accrue pmt for Ambulance PEMT program (Client AJE #6)				
8	AMBULANCE	001-00-0000-115-000-0000-115011 001	15,442.47	
8	AMBULANCE PEMT PROGRAM	001-00-0000-335-335-0000-335191 001		(15,442.47)
Client Entry: Accrue pmt for Ambulance PEMT program (Client AJE #7)				

9	CASH	001-00-0000-104-000-0000-104000 001		(82,659.99)
9	Personnel	001-00-0000-115-000-0000-115022 001	82,659.99	
9	CASH	568-00-0000-104-000-0000-104000 568	82,659.99	
9	HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568		(82,659.99)
Client Entry: Accrue Cigna 3rd Qtr Rebate (Client AJE #8)				
10	RETAINAGE	470-00-0000-205-000-0000-205000 470		(81,727.24)
10	IMPROVE OTHER THAN BUILDINGS	470-70-7010-542-600-0000-506393 470	81,727.24	
Client Entry: Retainage Accrual-Aiport Electrical Vault Gomez Construction Company (Client AJE #9)				
11	HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568		(64,394.23)
11	CASH IN BANK	999-00-0000-101-000-0000-101000 999	64,394.23	
Client Entry: Reverse JE#1213 - Cigna 3rd Qtr Rebate (Client AJE #10)				
12	HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568		(64,394.23)
12	CASH IN BANK	999-00-0000-101-000-0000-101000 999	64,394.23	
Client Entry: Reverse JE#1375 - Cigna 3rd Qtr Rebate (Client AJE #11)				
13	HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568	128,788.46	
13	CASH IN BANK	999-00-0000-101-000-0000-101000 999		(128,788.46)
Client Entry: To correct dup entry - Cigna 3rd Qtr Rebate (Client AJE #12)				
14	CRYWOLF PARKING TICKETS	001-00-0000-115-000-0000-115053 001	2,376.00	
14	PARKING TICKETS	001-00-0000-354-354-0000-354002 001		(2,376.00)
14	MISCELLANEOUS PARKING TICKETS	020-00-0000-115-000-0000-115000 020	594.00	
14	PARKING TICKETS	020-00-0000-354-354-0000-354002 020		(594.00)
Client Assistance Entry - True Up year end parking tickets receivables (Client AJE #13)				
15	CASH	103-00-0000-104-000-0000-104000 103		(275,344.04)
15	GAS TAX	103-00-0000-312-312-0000-312420 103	275,344.04	
15	CASH	104-00-0000-104-000-0000-104000 104	275,344.04	
15	DUE FROM OTHER GOVERNMENT	104-00-0000-133-000-0000-133000 104		(275,344.04)
Client Entry: Reverse je#7 as incorrect account (Client AJE #15)				
16	DUE FROM OTHER GOVERNMENT	103-00-0000-133-000-0000-133000 103	275,344.04	
16	GAS TAX	103-00-0000-312-312-0000-312420 103		(275,344.04)
Client Entry: Gas Tax Accrual 09/30/2022 (Client AJE #16)				
17	UNREALIZED GAIN/LOSS	665-00-0000-102-000-0000-102090 665	6,703.00	
17	ACCRUED INTEREST RECEIVABLE	665-00-0000-135-000-0000-135000 665		(11,200.79)
17	BLOOMFIELD CAPITAL	665-00-0000-151-000-0000-151050 665		(6,703.00)
17	INVESTMENT INTEREST	665-00-0000-361-361-0000-361100 665	17,903.79	
17	UNREALIZED GAIN/LOSS	665-00-0000-361-361-0000-361190 665		(6,703.00)
Client Entry: Firemen's Pension Fund Activity Correction AJE for Bloomfield (Client AJE #17)				
18	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001	71,987.00	
18	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001	97,523.00	
18	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001	46,675.00	
18	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567		(71,987.00)
18	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567		(97,523.00)
18	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567		(46,675.00)
Client Entry: Reverse je#1475 due to incorrect account number (Client AJE #18)				
19	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001		(71,987.00)
19	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001		(97,523.00)
19	CHARGES TO OTHER FUNDS	001-00-0000-341-341-0000-341311 001		(46,675.00)
19	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567	71,987.00	
19	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567	97,523.00	
19	GENERAL FUND ADMIN COST	567-15-1580-513-300-0000-504905 567	46,675.00	
Client Entry: Salary Reclass (Client AJE #19) POOLED CASH				

20	POOLED CASH	115-00-0000-104-000-0000-104000 115	13,577.50	
20	EPAYABLESVENDOR PCARDS	115-00-0000-229-000-0000-229999 115		(13,577.50)
20	POOLED CASH	151-00-0000-104-000-0000-104000 151		(13,577.50)
20	EPAYABLESVENDOR PCARDS	151-00-0000-229-000-0000-229999 151	13,577.50	
Client Entry: Reclass to Correct 151 account (Client AJE #20)				
21	EPAYABLES_VENDOR PCARDS	024-00-0000-229-000-0000-229999 024	2.00	
21	TRAINING	024-30-3074-521-300-0000-505555 024		(2.00)
Client Entry: To Correct payment from 2012. E-payable vendor was over paid and vendor only took payment for what was owed. Project PD1225 Closed (Client AJE #21)				
22	EPAYABLES_VENDOR PCARDS	409-00-0000-229-000-0000-229999 409	5,090.83	
22	PROFESSIONAL SERVICES	409-45-4520-538-300-0000-503131 409		(5,090.83)
Client Entry: To Correct payment from 2013. E-payable vendor withdrew funds, but it didn't clear during the Naviline/Innoprise import. (Client AJE #22)				
23	EPAYABLES_VENDOR PCARDS	001-00-0000-229-000-0000-229999 001	736.04	
23	BUILDING & GROUNDS	001-50-5020-572-300-0000-504646 001		(736.04)
Client Entry: To Reclass Epayable 001 Account. Vendor already paid. (Client AJE #23)				
24	EPAYABLES_VENDOR PCARDS	560-00-0000-229-000-0000-229999 560	3,151.17	
24	BUILDING & GROUNDS	560-45-4570-590-300-0000-504646 560		(3,151.17)
Client Entry: To Reclass Epayable 560 Account. Vendor already paid. (Client AJE #24)				
25	MISC ACCOUNTS RECEIVABLE	001-00-0000-117-000-0000-117003 001		(911,404.19)
25	BAD DEBT	001-90-9070-519-300-0000-504999 001	911,404.19	
Client Assistance Entry - To increase allowance for Redlight UTC. (Client AJE #25)				
26	DEFERRED INFLOW _ PENSION	560-00-0000-294-000-0000-294000 560		(20,386.79)
26	DEFERRED INFLOWS OPEB	560-00-0000-294-000-0000-294100 560	20,386.79	
Client Entry: To reclass to correct object code. (Client AJE #26) UNREALIZED GAIN/LOSS				
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	398,380.54	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	320.50	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	1,736.02	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	100.93	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	175.51	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	500.14	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	136,982.92	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	27,735.70	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	177.63	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	38.72	
27	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001	80.80	
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(398,380.54)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(320.50)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(1,736.02)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(100.93)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(175.51)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(500.14)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(136,982.92)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(27,735.70)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(177.63)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(38.72)
27	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001		(80.80)
27	UNREALIZED GAIN/LOSS	013-00-0000-102-000-0000-102090 013	3,924.00	
27	UNREALIZED GAIN/LOSS	013-00-0000-361-361-0000-361190 013		(3,924.00)
27	UNREALIZED GAIN/LOSS	014-00-0000-102-000-0000-102090 014	1,992.32	
27	UNREALIZED GAIN/LOSS	014-00-0000-361-361-0000-361190 014		(1,992.32)
27	UNREALIZED GAIN/LOSS	015-00-0000-102-000-0000-102090 015	408.39	
27	UNREALIZED GAIN/LOSS	015-00-0000-361-361-0000-361190 015		(408.39)
27	UNREALIZED GAIN/LOSS	020-00-0000-102-000-0000-102090 020	178.43	
27	UNREALIZED GAIN/LOSS	020-00-0000-361-361-0000-361190 020		(178.43)
27	UNREALIZED GAIN/LOSS	024-00-0000-102-000-0000-102090 024	967.90	
27	UNREALIZED GAIN/LOSS	024-00-0000-361-361-0000-361190 024		(967.90)
27	UNREALIZED GAIN/LOSS	032-00-0000-102-000-0000-102090 032	140,140.62	

27	UNREALIZED GAIN/LOSS	032-00-0000-361-361-0000-361190 032		(140,140.62)
27	UNREALIZED GAIN/LOSS	101-00-0000-102-000-0000-102090 101	58,418.49	
27	UNREALIZED GAIN/LOSS	101-00-0000-361-361-0000-361190 101		(58,418.49)
27	UNREALIZED GAIN/LOSS	102-00-0000-102-000-0000-102090 102	16,332.30	
27	UNREALIZED GAIN/LOSS	102-00-0000-102-000-0000-102090 102	19,366.57	
27	UNREALIZED GAIN/LOSS	102-00-0000-361-361-0000-361190 102		(16,332.30)
27	UNREALIZED GAIN/LOSS	102-00-0000-361-361-0000-361190 102		(19,366.57)
27	UNREALIZED GAIN/LOSS	103-00-0000-102-000-0000-102090 103	55,424.94	
27	UNREALIZED GAIN/LOSS	103-00-0000-361-361-0000-361190 103		(55,424.94)
27	UNREALIZED GAIN/LOSS	105-00-0000-102-000-0000-102090 105	27,328.10	
27	UNREALIZED GAIN/LOSS	105-00-0000-102-000-0000-102090 105	3,009.54	
27	UNREALIZED GAIN/LOSS	105-00-0000-361-361-0000-361190 105		(27,328.10)
27	UNREALIZED GAIN/LOSS	105-00-0000-361-361-0000-361190 105		(3,009.54)
27	UNREALIZED GAIN/LOSS	106-00-0000-102-000-0000-102090 106	49,420.66	
27	UNREALIZED GAIN/LOSS	106-00-0000-361-361-0000-361190 106		(49,420.66)
27	UNREALIZED GAIN/LOSS	107-00-0000-102-000-0000-102090 107	30,539.35	
27	UNREALIZED GAIN/LOSS	107-00-0000-361-361-0000-361190 107		(30,539.35)
27	UNREALIZED GAIN/LOSS	108-00-0000-102-000-0000-102090 108	168.12	
27	UNREALIZED GAIN/LOSS	108-00-0000-361-361-0000-361190 108		(168.12)
27	UNREALIZED GAIN/LOSS	109-00-0000-102-000-0000-102090 109	77,087.14	
27	UNREALIZED GAIN/LOSS	109-00-0000-361-361-0000-361190 109		(77,087.14)
27	UNREALIZED GAIN/LOSS	112-00-0000-102-000-0000-102090 112		(452.53)
27	UNREALIZED GAIN/LOSS	112-00-0000-361-361-0000-361190 112	452.53	
27	UNREALIZED GAIN/LOSS	118-00-0000-102-000-0000-102090 118	6.57	
27	UNREALIZED GAIN/LOSS	118-00-0000-361-361-0000-361190 118		(6.57)
27	UNREALIZED GAIN/LOSS	150-00-0000-102-000-0000-102090 150	2,208.69	
27	UNREALIZED GAIN/LOSS	150-00-0000-361-361-0000-361190 150		(2,208.69)
27	UNREALIZED GAIN/LOSS	334-00-0000-102-000-0000-102090 334	1,499.69	
27	UNREALIZED GAIN/LOSS	334-00-0000-361-361-0000-361190 334		(1,499.69)
27	UNREALIZED GAIN/LOSS	346-00-0000-102-000-0000-102090 346	17.22	
27	UNREALIZED GAIN/LOSS	346-00-0000-361-361-0000-361190 346		(17.22)
27	UNREALIZED GAIN/LOSS	349-00-0000-102-000-0000-102090 349	147.79	
27	UNREALIZED GAIN/LOSS	349-00-0000-361-361-0000-361190 349		(147.79)
27	UNREALIZED GAIN/LOSS	355-00-0000-102-000-0000-102090 355	7,343.02	
27	UNREALIZED GAIN/LOSS	355-00-0000-361-361-0000-361190 355		(7,343.02)
27	UNREALIZED GAIN/LOSS	356-00-0000-102-000-0000-102090 356	160.51	
27	UNREALIZED GAIN/LOSS	356-00-0000-102-000-0000-102090 356	3,545.61	
27	UNREALIZED GAIN/LOSS	356-00-0000-361-361-0000-361190 356		(160.51)
27	UNREALIZED GAIN/LOSS	356-00-0000-361-361-0000-361190 356		(3,545.61)
27	UNREALIZED GAIN/LOSS	357-00-0000-102-000-0000-102090 357	79.16	
27	UNREALIZED GAIN/LOSS	357-00-0000-102-000-0000-102090 357	6,273.43	
27	UNREALIZED GAIN/LOSS	357-00-0000-361-361-0000-361190 357		(79.16)
27	UNREALIZED GAIN/LOSS	357-00-0000-361-361-0000-361190 357		(6,273.43)
27	UNREALIZED GAIN/LOSS	409-00-0000-102-000-0000-102090 409	55,334.90	
27	UNREALIZED GAIN/LOSS	409-00-0000-361-361-0000-361190 409		(55,334.90)
27	UNREALIZED GAIN/LOSS	411-00-0000-102-000-0000-102090 411	64,503.82	
27	UNREALIZED GAIN/LOSS	411-00-0000-102-000-0000-102090 411	2.04	
27	UNREALIZED GAIN/LOSS	411-00-0000-361-361-0000-361190 411		(64,503.82)
27	UNREALIZED GAIN/LOSS	411-00-0000-361-361-0000-361190 411		(2.04)
27	UNREALIZED GAIN/LOSS	461-00-0000-102-000-0000-102090 461	6,874.37	
27	UNREALIZED GAIN/LOSS	461-00-0000-102-000-0000-102090 461		(9,140.05)
27	UNREALIZED GAIN/LOSS	461-00-0000-361-361-0000-361190 461		(6,874.37)
27	UNREALIZED GAIN/LOSS	461-00-0000-361-361-0000-361190 461	9,140.05	
27	UNREALIZED GAIN/LOSS	560-00-0000-102-000-0000-102090 560	6,162.31	
27	UNREALIZED GAIN/LOSS	560-00-0000-361-361-0000-361190 560		(6,162.31)
27	UNREALIZED GAIN/LOSS	567-00-0000-102-000-0000-102090 567	51,253.89	
27	UNREALIZED GAIN/LOSS	567-00-0000-361-361-0000-361190 567		(51,253.89)
27	UNREALIZED GAIN/LOSS	568-00-0000-102-000-0000-102090 568	5,132.93	
27	UNREALIZED GAIN/LOSS	568-00-0000-361-361-0000-361190 568		(5,132.93)
27	UNREALIZED GAIN/LOSS	660-00-0000-102-000-0000-102090 660	12,099.69	
27	UNREALIZED GAIN/LOSS	660-00-0000-361-361-0000-361190 660		(12,099.69)

Client Entry: PGC Entry (created by client) to record the change in fmV. (Client AJE #27)

28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(426,145.39)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(342.83)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(1,857.02)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(107.97)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(187.74)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(534.99)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(146,529.84)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(29,668.72)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(190.02)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(41.42)
28	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(86.43)

28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	426,145.39	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	342.83	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	1,857.02	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	107.97	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	187.74	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	534.99	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	146,529.84	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	29,668.72	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	190.02	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	41.42	
28	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	86.43	
28	UNREALIZED GAIN/LOSS	013-00-0000-102-000-0000-102090 013		(4,197.48)
28	UNREALIZED GAIN/LOSS	013-00-0000-361-361-0000-361190 013	4,197.48	
28	UNREALIZED GAIN/LOSS	014-00-0000-102-000-0000-102090 014		(2,131.17)
28	UNREALIZED GAIN/LOSS	014-00-0000-361-361-0000-361190 014	2,131.17	
28	UNREALIZED GAIN/LOSS	015-00-0000-102-000-0000-102090 015		(436.85)
28	UNREALIZED GAIN/LOSS	015-00-0000-361-361-0000-361190 015	436.85	
28	UNREALIZED GAIN/LOSS	020-00-0000-102-000-0000-102090 020		(190.87)
28	UNREALIZED GAIN/LOSS	020-00-0000-361-361-0000-361190 020	190.87	
28	UNREALIZED GAIN/LOSS	024-00-0000-102-000-0000-102090 024		(1,035.36)
28	UNREALIZED GAIN/LOSS	024-00-0000-361-361-0000-361190 024	1,035.36	
28	UNREALIZED GAIN/LOSS	032-00-0000-102-000-0000-102090 032		(149,907.63)
28	UNREALIZED GAIN/LOSS	032-00-0000-361-361-0000-361190 032	149,907.63	
28	UNREALIZED GAIN/LOSS	101-00-0000-102-000-0000-102090 101		(62,489.92)
28	UNREALIZED GAIN/LOSS	101-00-0000-361-361-0000-361190 101	62,489.92	
28	UNREALIZED GAIN/LOSS	102-00-0000-102-000-0000-102090 102		(17,470.57)
28	UNREALIZED GAIN/LOSS	102-00-0000-102-000-0000-102090 102		(20,716.31)
28	UNREALIZED GAIN/LOSS	102-00-0000-361-361-0000-361190 102	17,470.57	
28	UNREALIZED GAIN/LOSS	102-00-0000-361-361-0000-361190 102	20,716.31	
28	UNREALIZED GAIN/LOSS	103-00-0000-102-000-0000-102090 103		(59,287.74)
28	UNREALIZED GAIN/LOSS	103-00-0000-361-361-0000-361190 103	59,287.74	
28	UNREALIZED GAIN/LOSS	105-00-0000-102-000-0000-102090 105		(29,232.71)
28	UNREALIZED GAIN/LOSS	105-00-0000-102-000-0000-102090 105		(3,219.29)
28	UNREALIZED GAIN/LOSS	105-00-0000-361-361-0000-361190 105	29,232.71	
28	UNREALIZED GAIN/LOSS	105-00-0000-361-361-0000-361190 105	3,219.29	
28	UNREALIZED GAIN/LOSS	106-00-0000-102-000-0000-102090 106		(52,865.00)
28	UNREALIZED GAIN/LOSS	106-00-0000-361-361-0000-361190 106	52,865.00	
28	UNREALIZED GAIN/LOSS	107-00-0000-102-000-0000-102090 107		(32,667.77)
28	UNREALIZED GAIN/LOSS	107-00-0000-361-361-0000-361190 107	32,667.77	
28	UNREALIZED GAIN/LOSS	108-00-0000-102-000-0000-102090 108		(179.84)
28	UNREALIZED GAIN/LOSS	108-00-0000-361-361-0000-361190 108	179.84	
28	UNREALIZED GAIN/LOSS	109-00-0000-102-000-0000-102090 109		(82,459.68)
28	UNREALIZED GAIN/LOSS	109-00-0000-361-361-0000-361190 109	82,459.68	
28	UNREALIZED GAIN/LOSS	112-00-0000-102-000-0000-102090 112	484.06	
28	UNREALIZED GAIN/LOSS	112-00-0000-361-361-0000-361190 112		(484.06)
28	UNREALIZED GAIN/LOSS	118-00-0000-102-000-0000-102090 118		(7.03)
28	UNREALIZED GAIN/LOSS	118-00-0000-361-361-0000-361190 118	7.03	
28	UNREALIZED GAIN/LOSS	150-00-0000-102-000-0000-102090 150		(2,362.63)
28	UNREALIZED GAIN/LOSS	150-00-0000-361-361-0000-361190 150	2,362.63	
28	UNREALIZED GAIN/LOSS	334-00-0000-102-000-0000-102090 334		(1,604.21)
28	UNREALIZED GAIN/LOSS	334-00-0000-361-361-0000-361190 334	1,604.21	
28	UNREALIZED GAIN/LOSS	346-00-0000-102-000-0000-102090 346		(18.41)
28	UNREALIZED GAIN/LOSS	346-00-0000-361-361-0000-361190 346	18.41	
28	UNREALIZED GAIN/LOSS	349-00-0000-102-000-0000-102090 349		(158.09)
28	UNREALIZED GAIN/LOSS	349-00-0000-361-361-0000-361190 349	158.09	
28	UNREALIZED GAIN/LOSS	355-00-0000-102-000-0000-102090 355		(7,854.78)
28	UNREALIZED GAIN/LOSS	355-00-0000-361-361-0000-361190 355	7,854.78	
28	UNREALIZED GAIN/LOSS	356-00-0000-102-000-0000-102090 356		(171.70)
28	UNREALIZED GAIN/LOSS	356-00-0000-102-000-0000-102090 356		(3,792.72)
28	UNREALIZED GAIN/LOSS	356-00-0000-361-361-0000-361190 356	171.70	
28	UNREALIZED GAIN/LOSS	356-00-0000-361-361-0000-361190 356	3,792.72	
28	UNREALIZED GAIN/LOSS	357-00-0000-102-000-0000-102090 357		(84.67)
28	UNREALIZED GAIN/LOSS	357-00-0000-102-000-0000-102090 357		(6,710.66)
28	UNREALIZED GAIN/LOSS	357-00-0000-361-361-0000-361190 357	84.67	
28	UNREALIZED GAIN/LOSS	357-00-0000-361-361-0000-361190 357	6,710.66	
28	UNREALIZED GAIN/LOSS	409-00-0000-102-000-0000-102090 409		(59,191.42)
28	UNREALIZED GAIN/LOSS	409-00-0000-361-361-0000-361190 409	59,191.42	
28	UNREALIZED GAIN/LOSS	411-00-0000-102-000-0000-102090 411		(68,999.37)
28	UNREALIZED GAIN/LOSS	411-00-0000-102-000-0000-102090 411		(2.18)
28	UNREALIZED GAIN/LOSS	411-00-0000-361-361-0000-361190 411	68,999.37	
28	UNREALIZED GAIN/LOSS	411-00-0000-361-361-0000-361190 411	2.18	
28	UNREALIZED GAIN/LOSS	461-00-0000-102-000-0000-102090 461		(7,353.47)
28	UNREALIZED GAIN/LOSS	461-00-0000-102-000-0000-102090 461	9,777.06	
28	UNREALIZED GAIN/LOSS	461-00-0000-361-361-0000-361190 461	7,353.47	
28	UNREALIZED GAIN/LOSS	461-00-0000-361-361-0000-361190 461		(9,777.06)
28	UNREALIZED GAIN/LOSS	560-00-0000-102-000-0000-102090 560		(6,591.78)

28	UNREALIZED GAIN/LOSS	560-00-0000-361-361-0000-361190 560	6,591.78	
28	UNREALIZED GAIN/LOSS	567-00-0000-102-000-0000-102090 567		(54,826.00)
28	UNREALIZED GAIN/LOSS	567-00-0000-361-361-0000-361190 567	54,826.00	
28	UNREALIZED GAIN/LOSS	568-00-0000-102-000-0000-102090 568		(5,490.67)
28	UNREALIZED GAIN/LOSS	568-00-0000-361-361-0000-361190 568	5,490.67	
28	UNREALIZED GAIN/LOSS	660-00-0000-102-000-0000-102090 660		(12,942.97)
28	UNREALIZED GAIN/LOSS	660-00-0000-361-361-0000-361190 660	12,942.97	

Client Assistance Entry: (created by client) to record the change in fmv. (Client AJE #28)

29	CONSTRUCTION WORK IN PROGRESS	409-00-0000-169-000-0000-169900 409		(2,000.00)
29	CONSTRUCTION WORK IN PROGRESS	409-00-0000-169-000-0000-169900 409	250.00	
29	RECLASS	409-45-4550-538-000-0000-509999 409	2,000.00	
29	RECLASS	409-45-4550-538-000-0000-509999 409		(250.00)

Client Entry: to record capital asset activity. (Client AJE #29) CONSTRUCTION WORK IN PROGRESS

30	CONSTRUCTION WORK IN PROGRESS	409-00-0000-169-000-0000-169900 409	318.06	
30	RECLASS	409-45-4550-538-000-0000-509999 409		(318.06)

Client Entry: To record Capital Asset activity. (Client AJE #30) VEHICLES, EQUIPMENT, FURNITURE

31	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411	2,363.89	
31	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411	3,550.84	
31	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411	1,645.00	
31	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411	2,273.61	
31	CAP CONTRIBUTIONS PROPRIETARY	411-00-0000-380-900-0000-389700 411		(9,833.34)
31	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900		(2,363.89)
31	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900		(3,550.84)
31	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900		(1,645.00)
31	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900		(2,273.61)
31	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-167-000-0000-167900 900	9,833.34	

Client Entry: To record transfers of fixed assets between sanitation and general fund. (Client AJE #31) CONSTRUCTION WORK IN PROGRESS

32	CONSTRUCTION WORK IN PROGRESS	409-00-0000-169-000-0000-169900 409	214,971.48	
32	RECLASS	409-45-4550-538-000-0000-509999 409		(214,971.48)

Client Entry: To record AP and retainage accruals for project in stormwater. (Client AJE #32)

33	CONSTRUCTION WORK IN PROGRESS	461-00-0000-169-000-0000-169900 461	163,455.48	
33	CONSTRUCTION WORK IN PROGRESS	461-00-0000-169-000-0000-169900 461	95,544.81	
33	RECLASS	461-70-7010-542-000-0000-509999 461		(259,000.29)

Client entry: To record AP and retainage payable for airport projects. (Client AJE #33) SOFTWARE_INTANGIBLE ASSET

34	SOFTWARE_INTANGIBLE ASSET	461-00-0000-166-000-0000-166100 461		(5,452.68)
34	DEPRECIATION	461-70-7010-542-000-0000-505959 461	5,452.68	

Client Entry: To record intangible amortization expense. (Client AJE #34) RIGHT TO USE ASSET

35	RIGHT TO USE ASSET	001-00-0000-383-383-0000-383100 001		(4,432,536.48)
35	OTHER CONTRACT SERVICES	001-45-4540-541-300-0000-503434 001		(450,300.00)
35	LEASE PRINCIPAL	001-45-4540-541-500-0000-507171 001	437,960.33	
35	LEASE INTEREST	001-45-4540-541-500-0000-507272 001	12,339.67	
35	Right to Usage Asset Capital Outlay	001-45-4540-541-600-0000-506895 001	4,432,536.48	
35	LEASE RECEIVABLE	461-00-0000-115-000-0000-115055 461	37,372.72	
35	LEASE RECEIVABLE	461-00-0000-115-000-0000-115055 461		(18,667.05)
35	DEFERRED INFLOWS OF RESOURCES - LEASES	461-00-0000-294-000-0000-294200 461		(37,372.72)
35	DEFERRED INFLOWS OF RESOURCES - LEASES	461-00-0000-294-000-0000-294200 461	18,686.40	
35	NON AVIATION_LEASED SITES	461-00-0000-344-344-0000-344105 461	18,730.80	
35	LEASE INTEREST INCOME	461-00-0000-361-361-0000-361008 461		(63.75)
35	LEASE REVENUE	461-00-0000-362-362-0000-362010 461		(18,686.40)
35	LEASE RECEIVABLE	560-00-0000-115-000-0000-115055 560	492,955.41	
35	LEASE RECEIVABLE	560-00-0000-115-000-0000-115055 560		(92,850.63)
35	RIGHT TO USE EQUIPMENT - CA	560-00-0000-166-000-0000-166911 560	26,442.60	
35	LEASE LIABILITY	560-00-0000-229-000-0000-229003 560		(26,442.60)
35	DEFERRED INFLOWS OF RESOURCES - LEASES	560-00-0000-294-000-0000-294200 560		(492,955.41)
35	DEFERRED INFLOWS OF RESOURCES - LEASES	560-00-0000-294-000-0000-294200 560	93,896.28	
35	LEASE INTEREST REVENUE	560-00-0000-361-361-0000-361008 560		(2,586.45)
35	LYNX_OFFICE RENT	560-00-0000-362-362-0000-362003 560	95,437.08	
35	LEASE REVENUE	560-00-0000-362-362-0000-362010 560		(93,896.28)
35	DUES, SUBSCRIPT, MEMBERSHIPS	560-60-6010-516-300-0000-505455 560		(12,967.02)
35	LEASE PRINCIPAL	560-60-6010-516-500-0000-507171 560	12,921.53	
35	LEASE INTEREST	560-60-6010-516-500-0000-507272 560	45.49	

Client Entry: To record the GASB 87 implementation and current year activity. (Client AJE #35) CODE LIEN ALLOWANCE

36	CODE LIEN ALLOWANCE	001-00-0000-117-000-0000-117005 001		(62,827.53)
36	BAD DEBT	001-90-9070-519-300-0000-504999 001	62,827.53	

Client Assistance Entry - To increase allowance/bad debt for Code Liens. (Client AJE #40)

37	ACCUMULATED AMORTIZATION	900-00-0000-166-000-0000-166510 900		(13,221.30)
37	ACCUMULATED AMORTIZATION	900-00-0000-166-000-0000-166510 900		(482,653.97)
37	LEASE ASSET	900-00-0000-166-000-0000-166910 900	4,432,536.48	
37	EXPENDITURE: LEASE	900-00-0000-281-000-0000-281011 900		(4,432,536.48)
37	AMORTIZATION EXPENSE	900-90-9070-500-000-0000-505901 900	13,221.30	
37	AMORTIZATION EXPENSE	900-90-9070-500-000-0000-505901 900	482,653.97	
37	AMOUNT TO BE PROVIDED	950-00-0000-181-000-0000-181000 950		(12,921.54)
37	AMOUNT TO BE PROVIDED	950-00-0000-181-000-0000-181000 950	4,432,536.48	
37	AMOUNT TO BE PROVIDED	950-00-0000-181-000-0000-181000 950		(437,960.33)
37	LEASE LIABILITY	950-00-0000-229-000-0000-229003 950	12,921.54	
37	LEASE LIABILITY	950-00-0000-229-000-0000-229003 950		(4,432,536.48)
37	LEASE LIABILITY	950-00-0000-229-000-0000-229003 950	437,960.33	

Client Entry: To record entity wide entries for GASB 87 (Long term groups). (Client AJE #36) VEHICLES, EQUIPMENT, FURNITURE

38	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411		(2,363.88)
38	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411		(3,550.83)
38	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411		(1,644.99)
38	VEHICLES, EQUIPMENT, FURNITURE	411-00-0000-166-000-0000-166900 411		(2,273.60)
38	CAP CONTRIBUTIONS PROPRIETARY	411-00-0000-380-900-0000-389700 411	2,363.88	
38	CAP CONTRIBUTIONS PROPRIETARY	411-00-0000-380-900-0000-389700 411	3,550.83	
38	CAP CONTRIBUTIONS PROPRIETARY	411-00-0000-380-900-0000-389700 411	1,644.99	
38	CAP CONTRIBUTIONS PROPRIETARY	411-00-0000-380-900-0000-389700 411	2,273.60	

Client Entry - to reduce the value of donation capital assets(Client AJE #37) LEASE RECEIVABLE

39	LEASE RECEIVABLE	560-00-0000-115-000-0000-115055 560	92,850.63	
39	LEASE RECEIVABLE	560-00-0000-115-000-0000-115055 560		(93,995.69)
39	DEFERRED INFLOWS OF RESOURCES - LEASES	560-00-0000-294-000-0000-294200 560		(93,896.28)
39	DEFERRED INFLOWS OF RESOURCES - LEASES	560-00-0000-294-000-0000-294200 560	96,658.22	
39	LEASE INTEREST REVENUE	560-00-0000-361-361-0000-361008 560	2,586.45	
39	LEASE INTEREST REVENUE	560-00-0000-361-361-0000-361008 560		(2,662.53)
39	LYNX_OFFICE RENT	560-00-0000-362-362-0000-362003 560		(95,437.08)
39	LYNX_OFFICE RENT	560-00-0000-362-362-0000-362003 560	29,361.66	
39	LYNX_BUS LOT RENT	560-00-0000-362-362-0000-362004 560	67,296.56	
39	LEASE REVENUE	560-00-0000-362-362-0000-362010 560	93,896.28	
39	LEASE REVENUE	560-00-0000-362-362-0000-362010 560		(96,658.22)

Client Entry - To reclass Lease Receipts (Reversal & Accrual). (Client AJE #38) SOFTWARE_INTANGIBLE ASSET

40	SOFTWARE_INTANGIBLE ASSET	560-00-0000-166-000-0000-166100 560	26,442.60	
40	VEHICLES, EQUIPMENT, FURNITURE	560-00-0000-166-000-0000-166900 560		(26,442.60)

Client Entry - Correct GASB 87 move from equipment to intangibles(Client AJE #39) VEHICLES, EQUIPMENT, FURNITURE

41	VEHICLES, EQUIPMENT, FURNITURE	567-00-0000-166-000-0000-166900 567	124.00	
41	VEHICLES, EQUIPMENT, FURNITURE	567-00-0000-166-000-0000-166900 567	985.00	
41	RECLASS	567-15-1580-513-000-0000-509999 567		(124.00)
41	RECLASS	567-15-1580-513-000-0000-509999 567		(985.00)
41	SOFTWARE_INTANGIBLE ASSET	900-00-0000-166-000-0000-166100 900		(124.00)
41	SOFTWARE_INTANGIBLE ASSET	900-00-0000-166-000-0000-166100 900		(985.00)
41	RECLASS	900-90-9070-500-000-0000-509999 900	124.00	
41	RECLASS	900-90-9070-500-000-0000-509999 900	985.00	

Client Entry - To record additonal assets and reclass for January 2022 Reversal & Correction. (Client AJE #41) UNREALIZED GAIN/LOSS

42	UNREALIZED GAIN/LOSS	001-00-0000-102-000-0000-102090 001		(526,304.85)
42	UNREALIZED GAIN/LOSS	001-00-0000-361-361-0000-361190 001	526,304.85	
42	UNREALIZED GAIN/LOSS	013-00-0000-102-000-0000-102090 013		(3,728.68)
42	UNREALIZED GAIN/LOSS	013-00-0000-361-361-0000-361190 013	3,728.68	
42	UNREALIZED GAIN/LOSS	014-00-0000-102-000-0000-102090 014		(765.63)
42	UNREALIZED GAIN/LOSS	014-00-0000-361-361-0000-361190 014	765.63	
42	UNREALIZED GAIN/LOSS	015-00-0000-102-000-0000-102090 015		(364.26)
42	UNREALIZED GAIN/LOSS	015-00-0000-361-361-0000-361190 015	364.26	
42	UNREALIZED GAIN/LOSS	020-00-0000-102-000-0000-102090 020		(80.92)
42	UNREALIZED GAIN/LOSS	020-00-0000-361-361-0000-361190 020	80.92	
42	UNREALIZED GAIN/LOSS	024-00-0000-102-000-0000-102090 024		(1,117.16)
42	UNREALIZED GAIN/LOSS	024-00-0000-361-361-0000-361190 024	1,117.16	
42	UNREALIZED GAIN/LOSS	032-00-0000-102-000-0000-102090 032		(54,422.81)
42	UNREALIZED GAIN/LOSS	032-00-0000-361-361-0000-361190 032	54,422.81	
42	UNREALIZED GAIN/LOSS	101-00-0000-102-000-0000-102090 101		(75,573.21)

42	UNREALIZED GAIN/LOSS	101-00-0000-361-361-0000-361190 101	75,573.21	
42	UNREALIZED GAIN/LOSS	102-00-0000-102-000-0000-102090 102		(40,944.15)
42	UNREALIZED GAIN/LOSS	102-00-0000-361-361-0000-361190 102	40,944.15	
42	UNREALIZED GAIN/LOSS	103-00-0000-102-000-0000-102090 103		(46,365.42)
42	UNREALIZED GAIN/LOSS	103-00-0000-361-361-0000-361190 103	46,365.42	
42	UNREALIZED GAIN/LOSS	105-00-0000-102-000-0000-102090 105		(24,483.70)
42	UNREALIZED GAIN/LOSS	105-00-0000-361-361-0000-361190 105	24,483.70	
42	UNREALIZED GAIN/LOSS	106-00-0000-102-000-0000-102090 106		(35,039.94)
42	UNREALIZED GAIN/LOSS	106-00-0000-361-361-0000-361190 106	35,039.94	
42	UNREALIZED GAIN/LOSS	107-00-0000-102-000-0000-102090 107		(20,055.97)
42	UNREALIZED GAIN/LOSS	107-00-0000-361-361-0000-361190 107	20,055.97	
42	UNREALIZED GAIN/LOSS	108-00-0000-102-000-0000-102090 108	1.20	
42	UNREALIZED GAIN/LOSS	108-00-0000-361-361-0000-361190 108		(1.20)
42	UNREALIZED GAIN/LOSS	109-00-0000-102-000-0000-102090 109		(83,281.23)
42	UNREALIZED GAIN/LOSS	109-00-0000-361-361-0000-361190 109	83,281.23	
42	UNREALIZED GAIN/LOSS	112-00-0000-102-000-0000-102090 112		(4,124.09)
42	UNREALIZED GAIN/LOSS	112-00-0000-361-361-0000-361190 112	4,124.09	
42	UNREALIZED GAIN/LOSS	118-00-0000-102-000-0000-102090 118		(3,393.94)
42	UNREALIZED GAIN/LOSS	118-00-0000-361-361-0000-361190 118	3,393.94	
42	UNREALIZED GAIN/LOSS	150-00-0000-102-000-0000-102090 150		(1,588.24)
42	UNREALIZED GAIN/LOSS	150-00-0000-361-361-0000-361190 150	1,588.24	
42	UNREALIZED GAIN/LOSS	334-00-0000-102-000-0000-102090 334		(2,056.23)
42	UNREALIZED GAIN/LOSS	334-00-0000-361-361-0000-361190 334	2,056.23	
42	UNREALIZED GAIN/LOSS	346-00-0000-102-000-0000-102090 346		(22.72)
42	UNREALIZED GAIN/LOSS	346-00-0000-361-361-0000-361190 346	22.72	
42	UNREALIZED GAIN/LOSS	349-00-0000-102-000-0000-102090 349		(195.00)
42	UNREALIZED GAIN/LOSS	349-00-0000-361-361-0000-361190 349	195.00	
42	UNREALIZED GAIN/LOSS	355-00-0000-102-000-0000-102090 355		(26,067.39)
42	UNREALIZED GAIN/LOSS	355-00-0000-361-361-0000-361190 355	26,067.39	
42	UNREALIZED GAIN/LOSS	356-00-0000-102-000-0000-102090 356		(8,144.21)
42	UNREALIZED GAIN/LOSS	356-00-0000-361-361-0000-361190 356	8,144.21	
42	UNREALIZED GAIN/LOSS	357-00-0000-102-000-0000-102090 357		(8,746.93)
42	UNREALIZED GAIN/LOSS	357-00-0000-361-361-0000-361190 357	8,746.93	
42	UNREALIZED GAIN/LOSS	409-00-0000-102-000-0000-102090 409		(37,479.48)
42	UNREALIZED GAIN/LOSS	409-00-0000-361-361-0000-361190 409	37,479.48	
42	UNREALIZED GAIN/LOSS	411-00-0000-102-000-0000-102090 411		(30,722.81)
42	UNREALIZED GAIN/LOSS	411-00-0000-361-361-0000-361190 411	30,722.81	
42	UNREALIZED GAIN/LOSS	461-00-0000-102-000-0000-102090 461		(7,022.42)
42	UNREALIZED GAIN/LOSS	461-00-0000-361-361-0000-361190 461	7,022.42	
42	UNREALIZED GAIN/LOSS	560-00-0000-102-000-0000-102090 560		(11,076.41)
42	UNREALIZED GAIN/LOSS	560-00-0000-361-361-0000-361190 560	11,076.41	
42	UNREALIZED GAIN/LOSS	567-00-0000-102-000-0000-102090 567		(81,494.77)
42	UNREALIZED GAIN/LOSS	567-00-0000-361-361-0000-361190 567	81,494.77	
42	UNREALIZED GAIN/LOSS	568-00-0000-102-000-0000-102090 568	357.74	
42	UNREALIZED GAIN/LOSS	568-00-0000-361-361-0000-361190 568		(357.74)
42	UNREALIZED GAIN/LOSS	660-00-0000-102-000-0000-102090 660		(14,492.09)
42	UNREALIZED GAIN/LOSS	660-00-0000-361-361-0000-361190 660	14,492.09	

Client Assistance Entry - Unrealized Gains/Losses FMV Adjustment. (Client AJE #42)

43	CASH WITH FISCAL AGENT	255-00-0000-103-000-0000-103000 255	243,005.25	
43	DEBT PAYMENTS	255-00-0000-155-000-0000-155004 255		(243,005.25)

Client Assistance Entry - To correct prepaid debt payments (Client Entry #43)

44	CASH WITH FISCAL AGENT	256-00-0000-103-000-0000-103000 256	2,161,815.64	
44	DEBT PAYMENTS	256-00-0000-155-000-0000-155004 256		(2,161,815.64)

Client Assistance Entry - To correct prepaid debt payments (Client Entry #44)

45	CASH WITH FISCAL AGENT	259-00-0000-103-000-0000-103000 259	546,244.43	
45	DEBT PAYMENTS	259-00-0000-155-000-0000-155004 259		(546,244.43)

Client Assistance Entry - To correct prepaid debt payments (Client Entry #45)

46	CASH WITH FISCAL AGENT	261-00-0000-103-000-0000-104000 261	52,328.89	
46	DEBT PAYMENTS	261-00-0000-155-000-0000-155004 261		(52,328.89)

Client Assistance Entry - To correct prepaid debt payments (Client Entry #46)

47	DUE FROM OTHER GOVERNMENT	151-00-0000-133-000-0000-133000 151		(187,293.09)
47	DUE FROM OTHER GOVERNMENT	151-00-0000-133-000-0000-133000 151		(122,739.19)
47	REVENUE COLLECTED IN ADVANCE	151-00-0000-223-000-0000-223000 151	122,739.19	
47	TRANSPORTATION	151-00-0000-331-331-0000-331490 151	187,293.09	
47	TRANSPORTATION	151-00-0000-331-331-0000-331490 151	122,739.19	
47	TRANSPORTATION	151-00-0000-331-331-0000-331490 151		(122,739.19)

Client Entry: Reverse FDOT revenue for Connect Kissimmee and FDOT revenuefor ROW Oak Str. (Client Entry #47)

48	AIRPORT	470-00-0000-115-000-0000-115026 470		(47,663.94)
48	AIRPORT	470-00-0000-115-000-0000-115026 470		(355,584.00)
48	DUE FROM OTHER GOVERNMENT	470-00-0000-133-000-0000-133000 470	47,663.94	
48	DUE FROM OTHER GOVERNMENT	470-00-0000-133-000-0000-133000 470	355,584.00	

Client Entry: To reclass Airport GB Invoice (Client Entry #48)

49	CASH	001-00-0000-104-000-0000-104000 001	80.50	
49	INFRAST/IMPR OTHER THAN BLDG	001-10-1010-512-600-0000-506393 001		(80.50)
49	CASH	104-00-0000-104-000-0000-104000 104	506.80	
49	INFRAST/IMPR OTHER THAN BLDG	104-60-6010-516-600-0000-506393 104		(506.80)
49	POOLED CASH	470-00-0000-104-000-0000-104000 470	8,255.86	
49	IMPROVE OTHER THAN BUILDINGS	470-70-7010-542-600-0000-506393 470		(8,255.86)
49	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900	8,255.86	
49	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900	506.80	
49	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900	80.50	
49	RECLASS	900-90-9070-500-000-0000-509999 900		(8,255.86)
49	RECLASS	900-90-9070-500-000-0000-509999 900		(506.80)
49	RECLASS	900-90-9070-500-000-0000-509999 900		(80.50)

Client Entry - To record additional asset reclasses (reversals and corrections). (Client AJE #49) CODE LIEN ALLOWANCE

50	CODE LIEN ALLOWANCE	001-00-0000-117-000-0000-117005 001		(125,787.44)
50	CODE LIEN ALLOWANCE	001-00-0000-117-000-0000-117005 001		(43,663.93)
50	CODE LIEN ALLOWANCE	001-00-0000-117-000-0000-117005 001		(4,422.68)
50	CODE LIEN ALLOWANCE	001-00-0000-117-000-0000-117005 001		(86,433.26)
50	BAD DEBT	001-90-9070-519-300-0000-504999 001	125,787.44	
50	BAD DEBT	001-90-9070-519-300-0000-504999 001	43,663.93	
50	BAD DEBT	001-90-9070-519-300-0000-504999 001	4,422.68	
50	BAD DEBT	001-90-9070-519-300-0000-504999 001	86,433.26	

Client Assistance Entry - To record Code Enforcement allowances for fines and liens over 120 days past due (Client AJE #50)

51	CONSTRUCTION WORK IN PROGRESS	900-00-0000-169-000-0000-169900 900	626,907.47	
51	CONSTRUCTION WORK IN PROGRESS	900-00-0000-169-000-0000-169900 900		(162,240.18)
51	CONSTRUCTION WORK IN PROGRESS	900-00-0000-169-000-0000-169900 900		(58,428.45)
51	RECLASS	900-90-9070-500-000-0000-509999 900		(626,907.47)
51	RECLASS	900-90-9070-500-000-0000-509999 900	162,240.18	
51	RECLASS	900-90-9070-500-000-0000-509999 900	58,428.45	

Client entry ((#51): To record AP and retainage for current year (626K), reverse prior year AP and retainage (162K) and update CIP for PY amounts not captured (58K).

52	SOFTWARE_INTANGIBLE ASSET	560-00-0000-166-000-0000-166100 560		(11,494.00)
52	VEHICLES, EQUIPMENT, FURNITURE	560-00-0000-166-000-0000-166900 560	10,195.00	
52	VEHICLES, EQUIPMENT, FURNITURE	560-00-0000-166-000-0000-166900 560	1,299.00	
52	SOFTWARE_INTANGIBLE ASSET	900-00-0000-166-000-0000-166100 900		(25,296.43)
52	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900	4,601.29	
52	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900	1,147.00	
52	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900	18,048.14	
52	VEHICLES, EQUIPMENT, FURNITURE	900-00-0000-166-000-0000-166900 900	1,500.00	

Client entry (#52) - To correct original entry from January 2022. INFRASTRUCTURE

53	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900	1,605.00	
53	GAIN/LOSS SALE OF CAP ASSETS	900-00-0000-361-361-0000-361105 900		(1,605.00)

Client Entry (#53) to record asset disposal INFRASTRUCTURE

54	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900		(1,605.00)
54	INFRASTRUCTURE	900-00-0000-164-000-0000-164900 900		(1,605.00)
54	GAIN/LOSS SALE OF CAP ASSETS	900-00-0000-361-361-0000-361105 900	1,605.00	
54	GAIN/LOSS SALE OF CAP ASSETS	900-00-0000-361-361-0000-361105 900	1,605.00	

Client Entry (#54) - to record asset disposal (reverse prior entry and record entry correctly). RETAINAGE

55	RETAINAGE	104-00-0000-205-000-0000-205000 104	28,611.05	
55	INFRAST/IMPR OTHER THAN BLDG	104-45-4520-541-600-0000-506393 104		(28,611.05)
55	RETAINAGE	106-00-0000-205-000-0000-205000 106	48,449.02	
55	INFRAST/IMPR OTHER THAN BLDG	106-10-1050-559-600-0000-506393 106		(48,449.02)
55	RETAINAGE	470-00-0000-205-000-0000-205000 470	57,900.78	
55	IMPROVE OTHER THAN BUILDINGS	470-70-7010-542-600-0000-506393 470		(57,900.78)

Client Entry (#55): Clear Retainage from church street improvements and Airport security improvements. OTHER MISC REVENUE

56	OTHER MISC REVENUE	665-00-0000-369-369-0000-369900 665		(11,297.48)
56	PROFESSIONAL SERVICES	665-20-2073-513-300-0000-503131 665	11,297.48	

Client Entry (#56): To record misc income and fund manager fees. LEASE LIABILITY

57	LEASE LIABILITY	560-00-0000-229-000-0000-229003 560	12,921.53	
57	LEASE PRINCIPAL	560-60-6010-516-500-0000-507171 560		(12,921.53)
Client Entry (#57) - To reclass principal expense to reduce liability GENERAL				
58	GENERAL	001-00-0000-207-000-0000-207000 001		(5,994.98)
58	OTHER MISC REVENUE	001-00-0000-369-369-0000-369900 001	5,994.98	
Client Entry (#58): To Reverse Misc Entry CONSTRUCTION WORK IN PROGRESS				
59	CONSTRUCTION WORK IN PROGRESS	461-00-0000-169-000-0000-169900 461		(66,156.64)
59	RECLASS	461-70-7010-542-000-0000-509999 461	66,156.64	
59	RIGHT TO USE EQUIPMENT - CA	560-00-0000-166-000-0000-166911 560		(13,221.30)
59	AMORTIZATION EXPENSE	560-60-6010-516-600-0000-505901 560	13,221.30	
59	ACCUMULATED AMORTIZATION	900-00-0000-166-000-0000-166510 900	13,221.30	
59	CONSTRUCTION WORK IN PROGRESS	900-00-0000-169-000-0000-169900 900		(77,060.07)
59	AMORTIZATION EXPENSE	900-90-9070-500-000-0000-505901 900		(13,221.30)
59	RECLASS	900-90-9070-500-000-0000-509999 900	77,060.07	
Client Entry (#59): To reclass amortization to the correct fund and reclass CIP.				

CITY OF KISSIMMEE, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Year Ended September 30, 2022



Prepared by Department of Finance

CITY OF KISSIMMEE, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
TABLE OF CONTENTS
Year Ended September 30, 2022

INTRODUCTORY SECTION

Table of Contents	i
City Officials	iv
Organization Chart	v
Certificate of Achievement for Excellence in Financial Reporting	vi
Letter of Transmittal	vii

FINANCIAL SECTION

Independent Auditor's Report	1
Management's Discussion and Analysis.....	5
Basic Financial Statements:	
<i>Government-wide Financial Statements:</i>	
Statement of Net Position	18
Statement of Activities.....	19
<i>Fund Financial Statements:</i>	
Balance Sheet – Governmental Funds	20
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	21
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds.....	22
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	23
Statement of Net Position – Proprietary Funds	25
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds	27
Statement of Cash Flows – Proprietary Funds	28
Statement of Fiduciary Net Position – Pension Trust Funds	30
Statement of Changes in Fiduciary Net Position – Pension Trust Funds	31
<i>Notes to the Financial Statements</i>	32
Required Supplementary Information:	
<i>Budgetary Comparison Schedules (GAAP Basis):</i>	
General Fund	72
Local Option Sales Tax	76
<i>City Retirement Plan Schedules and Notes:</i>	
General Employees' Schedule of Changes in Net Pension Liability and Related Ratios.....	77
City Only GE Schedule of Changes in Net Pension Liability and Related Ratios	78
Police Officers' Schedule of Changes in Net Pension Liability and Related Ratios	79
Firefighters' Schedule of Changes in Net Pension Liability and Related Ratios	81
General Employees' Schedule of Actuarially Determined Contributions	83
Police Officers' Schedule of Actuarially Determined Contributions	84
Firefighters' Schedule of Actuarially Determined Contributions	85
Money-weighted Rate of Return	86
<i>City Other Postemployment Benefits Plan Schedule:</i>	
Schedule of Total OPEB Liability and Related Ratios	87

Other Supplemental Information:*Nonmajor Governmental Funds:*

Combining Balance Sheet – All Nonmajor Governmental Funds	94
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – All Nonmajor Governmental Funds	95
Combining Balance Sheet – Nonmajor Special Revenue Funds	96
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds	100
Budgetary Comparison Schedules (GAAP Basis):	
Local Option Gas Tax	104
Recreation Impact Fee Fund	105
Community Redevelopment Agency Downtown	106
Community Redevelopment Agency Vine Street	107
Building Division	108
Federal Grants Fund	109
State Grants Fund	110
Shingle Creek Regional Trail	111
Mobility Fee	112
State Housing Initiative Program	113
Victims of Crime Act	114
Justice Assistance Grant	115
Paving Assessments	116
Charter School	117
Neighborhood Stabilization and HOME	118
Community Development Block Grant	119
Combining Balance Sheet – Nonmajor Debt Service Funds	120
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Debt Service Funds	122
Budgetary Comparison Schedules (GAAP Basis):	
FmHA Bond	124
2015B Refunding Revenue Note	125
2014A Refunding Revenue Note	126
2016 Revenue Note	127
2010A Refunding Revenue Note	128
2010B Refunding Revenue Note	129
2010C Refunding Revenue Note	130
2011B Capital Refunding Note	131
Combining Balance Sheet – Nonmajor Capital Projects Funds	132
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Capital Projects Funds	134
Budgetary Comparison Schedules (GAAP Basis):	
2016 Revenue Note Construction	136
2018 Line of Credit	137
2017 Note Capital Projects	138
2022 Bonds Capital Projects	139

Internal Service Funds:

Combining Statement of Net Position – Internal Service Funds	141
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Internal Service Funds	142
Combining Statement of Cash Flows – Internal Service Funds	143

STATISTICAL SECTION

Schedule 1	Net Position by Component – <i>Last Ten Fiscal Years</i>	146
Schedule 2	Change in Net Position – <i>Last Ten Fiscal Years</i>	147
Schedule 3	Fund Balances, Governmental Funds – <i>Last Ten Fiscal Years</i>	149
Schedule 4	Changes in Fund Balances, Governmental Funds – <i>Last Ten Fiscal Years</i>	150
Schedule 5	Assessed and Actual Value of Taxable Property – <i>Last Ten Fiscal Years</i>	151
Schedule 6	Direct and Overlapping Property Tax Rates – <i>Last Ten Fiscal Years</i>	152
Schedule 7	Property Tax Levies and Collections – <i>Last Ten Fiscal Years</i>	153
Schedule 8	Principal Property Taxpayers – <i>Current Year and Nine Years Ago</i>	154
Schedule 9	Ratios of Outstanding Debt by Type – <i>Last Ten Fiscal Years</i>	155
Schedule 10	Direct and Overlapping Governmental Activities Debt	157
Schedule 11	Pledged Revenue Coverage – <i>Last Ten Fiscal Years</i>	158
Schedule 12	Demographic and Economic Statistics – <i>Last Ten Fiscal Years</i>	160
Schedule 13	Principal Employers – <i>Current Year and Nine Years Ago</i>	161
Schedule 14	Full-Time Equivalent City Government Employees by Function/Program – <i>Last Ten Fiscal Years</i>	162
Schedule 15	Operating Indicators by Function/Program – <i>Last Ten Fiscal Years</i>	163
Schedule 16	Capital Asset Statistics by Function/Program – <i>Last Ten Fiscal Years</i>	164

COMPLIANCE SECTION

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	166
Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance	168
Schedule of Expenditures of Federal Awards	171
Schedule of Findings and Questioned Costs	173
Independent Auditor's Management Letter	175
Independent Accountant's Report	177
Management's Responses	178
Impact Fee Affidavit	179

The City of Kissimmee, Florida
City Officials
As of September 30, 2022

Elected Officials

Mayor/Commissioner.....	Olga Gonzalez
Commissioner/Vice Mayor.....	Olga Castano
Commissioner/Mayor Pro Tem.....	Angela Eady
Commissioner.....	Carlos Alvarez III
Commissioner.....	Janette Martinez

Financial Related Management

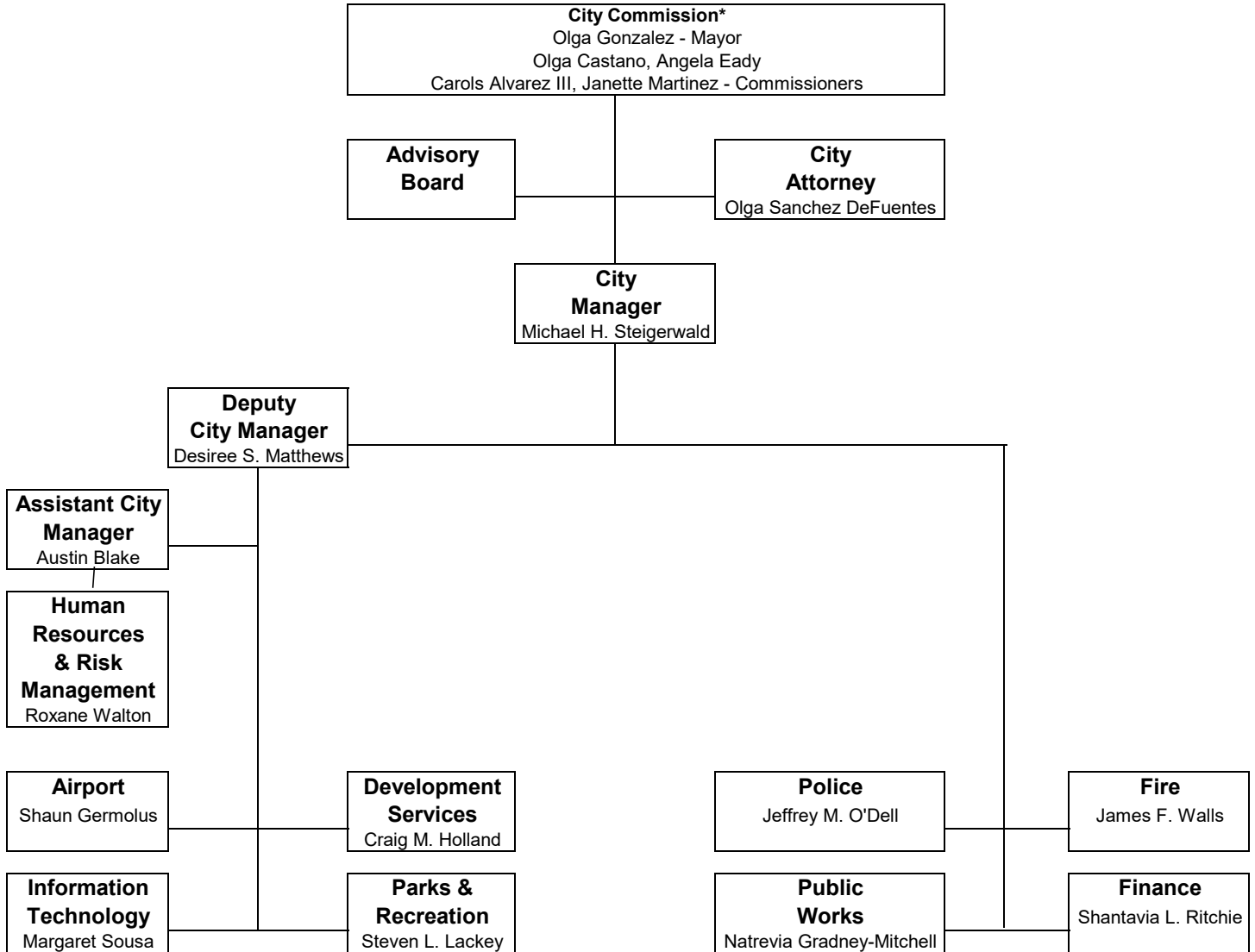
City Manager.....	Michael H. Steigerwald
Deputy City Manager.....	Desiree S. Matthews
Finance Director.....	Shantavia L. Ritchie
Assistant Finance Director.....	Sandra N. Pereira

Other Departmental Officials

Airport Director.....	Shaun Germolus
City Attorney.....	Olga Sanchez DeFuentes
Development Services Director.....	Craig M. Holland
Fire Chief.....	James F. Walls
Information Technology Director.....	Margaret R. Sousa
Parks & Recreation Director.....	Steven L. Lackey
Human Resources & Risk Management Director.....	Roxane Walton
Police Chief.....	Jeffrey M. O'Dell
Public Works & Engineering Director.....	Natrevia Gradney-Mitchell

CITY OF KISSIMMEE

ORGANIZATION CHART



* The City Commission is composed of representatives elected by the citizens of the City of Kissimmee.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Kissimmee
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

May 23, 2023

The Honorable Mayor and
Members of the City Commission
City of Kissimmee, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the annual comprehensive financial report of the City of Kissimmee, Florida for the fiscal year ended September 30, 2022.

This report consists of management's representations concerning the finances of the City of Kissimmee. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, the management of the City of Kissimmee has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Kissimmee's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Kissimmee's framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Kissimmee's financial statements have been audited by Purvis, Gray and Company, LLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Kissimmee for the fiscal year ended September 30, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amount and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Kissimmee's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Kissimmee was performed in conjunction with a federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Kissimmee's MD&A can be found immediately following the report of the independent auditors.



THE CITY

The City of Kissimmee (the “City”), near the geographic center of Florida, is the county seat of Osceola County. Of Florida’s 67 counties, Osceola is the State’s sixth largest in geographical size, with a land area of 1,506 square miles. There are approximately 22.2 square miles within the corporate limits of the City. The 2020 U.S. Census reported 79,226 people living within the City. The current State population estimate for the City is 82,108.

The City has a commission/manager form of government, with a Mayor-Commissioner and four other Commissioners who are elected at large for four-year staggered terms. Elections are held on the Tuesday, nine (9) weeks prior to the State of Florida General Elections. The City employs a full-time manager who is the chief executive and administrative officer of the City.

The City provides a full range of municipal services, including police, fire, public works, community development and housing services, public improvements, planning, economic development, zoning, recreational services and general administrative services. The City also provides garbage and trash collection and operates a municipal airport, stormwater utility as well as a charter school.

ACCOUNTING SYSTEM, INTERNAL ACCOUNTING CONTROLS, AND BUDGETARY CONTROL

The City’s accounting records for General, Special Revenue, Debt Service, and Capital Projects Funds are maintained on a modified accrual basis. Revenues are recognized when they become measurable and available, while expenditures are recorded at the time the related fund liabilities are incurred. Accounting records for Enterprise, Internal Service and Pension Trust Funds are maintained on a full accrual basis.

In designing and developing the City’s accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding:

1. The safeguarding of assets against loss from unauthorized use or disposition; and
2. The reliability of financial records for preparing financial statements and maintaining accountability for assets.

The concept of reasonable assurance recognizes that:

1. The cost of a control should not exceed the benefits likely to be derived; and
2. The evaluation of cost and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the City’s internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The Director of Finance maintains budgetary control, in conformance with the City Charter and Florida Statutes, through constant review. Budgetary responsibility for the General, Special Revenue, Debt Service, Capital Projects and Enterprise Funds is established at the sub-object of expenditure level. The City Manager is authorized to approve transfers between non-salary sub-object line items within departments; however, transfers from salary line items, transfers between departments and changes in total budget appropriations for a fund must have prior approval of the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Interim financial reports are provided for internal use.



THE REPORTING ENTITY AND ITS SERVICES

The funds and entities related to the City, included in the Annual Comprehensive Financial Report, are controlled by or dependent on the City. Determination of “controlled by or dependent on” is based on criteria and disclosure requirements of Governmental Accounting Standards Board Statement Number 14 *Defining the Reporting Entity*. The criteria deal with the selection of governing authority, designation of management, and ability to significantly influence operations and accountability for fiscal matters. Based on these criteria, the various funds shown in the Table of Contents are included in this report. This report, together with the accounting and budgeting systems, have been designed to conform to the standards set forth by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. Fund structure has also been designed to comply with the legal requirements of the various revenue bond covenants and resolutions.

ECONOMIC CONDITION AND OUTLOOK

The City is primarily residential in character but also serves as a regional retail and commercial center. It derives a substantial portion of its economic activity from its proximity to Walt Disney World, its medical district which is the third largest in central Florida, its rapidly expanding airport and its position as the County seat.

The City’s Medical District has seen over \$150 million invested by HCA FL – Osceola Hospital and over \$120 million by Advent Health – Kissimmee. Over \$200 Million has been invested by Osceola County and local groups towards infrastructure at the NeoCity project site that will provide a state-of-the-art advanced manufacturing research and development center for the nano sensor industry. This 500-acre technology and research district currently contains The Center for NeoVation, a 90,000 square foot semiconductor facility, a 100,000 square foot Class A office facility and NeoCity Academy, a STEM focused public magnet high school engaged in project-based learning recognized as one of the top high schools in the country. The center is expected to have a positive impact on the State of Florida’s economy and presents significant opportunities for Kissimmee’s future.

There are more than 50 attractions easily accessible from the Kissimmee Resort area. In addition to Walt Disney World, located approximately 7 miles west of the City, some of the tourist attractions near the City include Sea World, Gatorland Zoo, Reptile World Serpentarium, Medieval Times, and Kennedy Space Center. Special events that take place in the City each year are the Silver Spurs Rodeo, RAM National Rodeo, the festival series at Lakefront Park, and the Mecum Auto Auction.

The City’s comprehensive plan, including a five-year capital growth program, has been developed to establish goals, objectives and policies for effective and realistic growth management. This plan is reviewed annually and revised as necessary. Management is committed and prepared to implement proactive alternatives that will insure the City’s economic viability. The City will continue to budget and manage all resources in the most cost-effective manner. The City will maintain strict due-diligence measures and aggressively seek out opportunities to reduce or maintain expenditures on operations to within budgetary limits in order to develop and maintain the community’s infrastructure and to enhance City services.

LONG-TERM FINANCIAL PLANNING

The City prepares a rolling five-year capital budget each year. During this process, revenues and expenditures for key operating funds, such as General Fund, Local Option Sales Tax, Local Option Gas Tax, Stormwater, Sanitation and Airport funds, are analyzed to ensure the financial sustainability of each fund over the long term.



With regard to the General Fund and Enterprise Funds, the goal is to ensure that a minimum reserve of 20% will be maintained at the end of each five-year period. This exercise allows the City to plan for major capital expenditures. Therefore, during the fiscal year 2022-2023 capital budget process, various projects for continued road and road related improvements, technology improvements, drainage projects, airport enhancements, parks and park land projects, and various pieces of heavy equipment were planned. The total projected cost for capital improvements identified in the 2023-2027 capital improvement plan totaled \$82,300,293.

MAJOR INITIATIVES

The City continues to make progress on the Shingle Creek Regional Trail. Progress was also made on its road improvement plan, stormwater improvement projects, the Quiet Zone project and various grant funded projects. The municipally owned airport continued to embark on several improvement projects this past year as well. In fiscal year 2022, the City completed the Mill Slough Restoration project along with over \$10 million in Housing and Social Services Assistance. The implementation of a new permitting ERP was also completed. In addition to the myriad of capital projects that the City worked on during FY 2022, a tremendous amount of effort was focused on continuing the City's response to the global pandemic. Since many City residents were negatively impacted by the pandemic, the City received and administered grant monies focused on assisting residents with rental/mortgage assistance as a result of the significant job loss experienced in the Kissimmee community.

FUND BALANCE

The City has established a fund balance policy in accordance with GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions". The purpose of the fund balance policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

REVELANT FINANCIAL POLICIES

The City has adopted a comprehensive set of financial policies. In accordance with Government Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions, the City now includes in the government-wide statements and proprietary fund statements its proportionate share of the net pension liability of the cost-sharing and single employer pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing and single employer pension plan's fiduciary net position. See note 8 to the financial statements for more information. In addition, the City previously implemented GASB 75 – Accounting and Financial Reporting Postemployment Benefits Other than Pensions. This standard replaced GASB 45 and moves the accounting for other postemployment benefits to the balance sheet and income statement rather than being in the notes to the financial statements. Lastly, the City most recently implemented GASB 87 – Leases which requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.



FIDUCIARY OPERATIONS

The City has fiduciary responsibility for the self-directed deferred compensation plan that allows employees to defer a portion of salary for future years. The City also has separate Pension Trust Funds for General Employees, Police Officers and Firefighters.

These Funds were created to account for the accumulation of resources to be used for the retirement annuities of all City employees. The City continues to contribute to these funds in accordance with City Commission established criteria that includes annual independent actuarial analyses.

STATUTORY REQUIREMENTS – INDEPENDENT AUDIT

Florida Statutes require the City's financial statements to be subjected to an annual examination by an independent Certified Public Accountant. Those provisions have been satisfied and the opinion of the independent accountant is included.

CERTIFICATE OF ACHIEVEMENT PROGRAM

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Kissimmee, Florida for its annual comprehensive financial report for the fiscal year ended September 30, 2021. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the City's current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

ACKNOWLEDGEMENTS

The presentation of this report could not have been accomplished without the efficient and dedicated service of the Finance Department. We would like to express our appreciation to all members of the department who assisted and contributed to its preparation. We would also like to thank the Commissioners for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.



Mike Steigerwald
City Manager



Tavia Ritchie, CPA, CGFO
Finance Director



INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows, thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

As described in Note 14 to the financial statements, in 2022, the City adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Lakeland | Tampa
purvisgray.com

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An Independent Member of the BDO Alliance USA

INDEPENDENT AUDITOR'S REPORT

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and Major Special Revenue Fund, City Retirement Plan Schedules and Notes, and City Other Postemployment Benefits Plan Schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual non-major fund financial statements, internal service funds financial statements, related budgetary comparison schedules, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements, internal services funds financial statements, related budgetary comparison schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 23, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City 's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



May 23, 2023
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

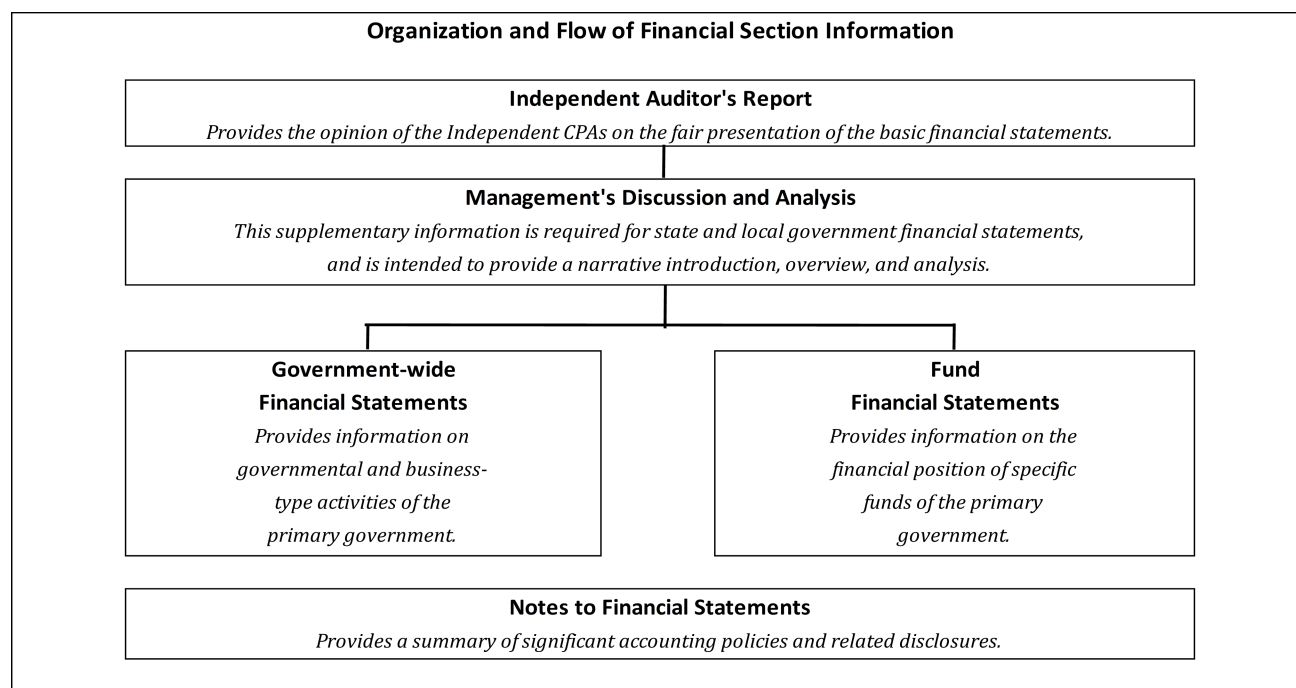
The City of Kissimmee, Florida's (the "City") Management's Discussion and Analysis (the "MD&A") presents an overview of the City's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the letter of transmittal in the introductory section, and the City's financial statements following the MD&A.

Financial Highlights

- The assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of fiscal year 2022 by \$300,801 (net position).
- The City's net position increased by \$19,464 from current year activities, of which governmental activities contributed \$15,555 of this increase.
- The fund balance for governmental funds increased by \$30,084 from the prior year. The majority of this increase resulted from increased revenues for the use of the City's services as operations opened back up after the pandemic shutdowns.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the City's property tax base or the condition of City facilities and infrastructure, should be considered to assess the overall financial health of the City.

The *statement of activities* presents information showing how the government's net position changed during fiscal year 2022. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected but earned revenue and unused vacation leave).

Both of these financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, transportation, economic environment, and culture/recreation. The business-type activities of the City include sanitation services, storm water services, and the operation of an airport. The government-wide financial statements can be found immediately following the MD&A.

The government-wide financial statements include not only the City itself (known as the primary government) but also legally separate entities known as component units. Component units, which are other governmental units over which the City Commission can exercise influence and/or may be obligated to provide financial subsidy, are presented within governmental activities in the government-wide financial statements, and as individual special revenue funds in the fund financial statements. The City's component units (the Community Redevelopment Agencies) are nonmajor special revenue funds of the City.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund and Local Option Sales Tax, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation noted as Nonmajor Governmental Funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* in the other supplemental information section of this report. The City adopts an annual appropriated budget for its general fund, most capital projects funds, most debt service funds, and most special revenue funds. Budgetary comparison schedules have been provided for these funds to demonstrate budgetary compliance.

Proprietary Funds

The City maintains two different types of proprietary funds. The *enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the fiscal activities relating to stormwater, sanitation, and airport operations. The *internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its risk management programs and to allocate costs from central services (such as information technology, warehouse, garage, and building maintenance). Because these activities predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Stormwater Utility Fund, the Airport Fund and the Sanitation Fund, which are considered to be major funds of the City, and the aggregate of the internal service funds.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The City has three pension trust funds to account for the general employees' pension plan, the police officers' pension plan, and the firefighters' pension plan.

Notes to the financial statements and Other Information

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. In addition to the basic financial statements and accompanying notes, *required supplementary information* is included which presents budgetary comparison schedules for the City's General Fund and Local Option Sales Tax; schedule of total OPEB liability and related ratios for the City's Other Postemployment Benefits Plan; and required pension schedules for the City's three pension plans. Required supplementary information can be found following the notes to the financial statements.

The other supplemental information section of this report includes the combining statements referred to earlier in connection with nonmajor governmental funds. Combining statements for internal service funds are also presented in this section. Combining and individual fund budgetary comparison schedules for nonmajor funds can be found after the required supplementary information.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$300,801 at the close of the fiscal year ended September 30, 2022. At the end of fiscal year 2022, the City is able to report positive balances in all categories of net position for its business-type activities, and its governmental activities.

The largest portion of the City's net position of \$239,962 reflects its net investment in capital assets (land, buildings, infrastructure and equipment less any related outstanding debt used to acquire those assets). The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities. The City has restricted net position of \$51,673 for construction projects, public safety programs, supplementary care, and other purposes. The remaining balance is unrestricted net position of \$6,443.

City of Kissimmee, Florida
Net Position
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and Other Assets	\$ 144,331	\$ 106,574	\$ 9,245	\$ 7,460	\$ 153,576	\$ 114,034
Capital Assets (Net)	264,555	263,993	53,812	51,688	318,367	315,681
Total Assets	408,886	370,567	63,057	59,148	471,943	429,715
Deferred Outflows	36,522	11,807	2,493	494	39,015	12,301
Current and Other Liabilities	25,085	18,274	1,163	1,611	26,248	19,885
Long-term Liabilities	175,331	114,722	5,867	1,804	181,198	116,526
Total Liabilities	200,416	132,996	7,030	3,415	207,446	136,411
Deferred Inflows	2,546	22,487	165	1,781	2,711	24,268
Net Position:						
Net Investment in						
Capital Assets	186,416	184,731	53,546	51,601	239,962	236,332
Restricted	54,396	40,052	-	-	54,396	40,052
Unrestricted	1,634	2,108	4,809	2,845	6,443	4,953
Total Net Position	\$ 242,446	\$ 226,891	\$ 58,355	\$ 54,446	\$ 300,801	\$ 281,337

There was a net increase of \$19,464 in the City's net position over fiscal year 2021. There was a net increase of \$15,555 in net position reported in connection with the City's governmental activities and a \$3,909 increase in business-type activities. Reasons for these changes are presented in the following pages for governmental and business-type activities.

Capital assets increased by \$2,686 from the prior year due to several large park improvements, transportation projects and right to use leases. The City implemented GASB Statement No. 87, *Leases*, in the current year which resulted in the reporting of right to use intangible assets for leases. Long term liabilities increased by \$64,672 from the prior year, including a increase of \$60,609 in connection with governmental activities for a significant increase in the net pension liability.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

City of Kissimmee, Florida
Change in Net Position
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
REVENUES						
Program Revenues:						
Charges for Services	\$ 45,467	\$ 38,564	\$ 13,502	\$ 12,754	\$ 58,969	\$ 51,318
Operating Grants and Contributions	5,646	2,400	312	254	5,958	2,654
Capital Grants and Contributions	4,589	9,125	2,879	1,007	7,468	10,132
General Revenues:						
Property Taxes	19,326	17,739	-	-	19,326	17,739
Other Taxes	31,993	29,371	-	-	31,993	29,371
Other	36,216	33,252	1,581	46	37,797	33,298
Total Revenues	143,237	130,451	18,274	14,061	161,511	144,512
EXPENSES						
General Government	50,392	46,066	-	-	50,392	46,066
Public Safety	50,259	44,709	-	-	50,259	44,709
Transportation	14,312	9,079	-	-	14,312	9,079
Economic Environment	1,228	1,468	-	-	1,228	1,468
Culture/Recreation	9,211	8,183	-	-	9,211	8,183
Interest on Long-term Debt	2,944	2,495	-	-	2,944	2,495
Stormwater	-	-	5,258	5,363	5,258	5,363
Airport	-	-	2,423	1,751	2,423	1,751
Sanitation	-	-	6,020	5,489	6,020	5,489
Total Expenses	128,346	112,000	13,701	12,603	142,047	124,603
Excess Before Transfers	14,891	18,451	4,573	1,458	19,464	19,909
Transfers	664	558	(664)	(558)	-	-
Change in Net Position	15,555	19,009	3,909	900	19,464	19,909
Net Position - Beginning	226,891	207,882	54,446	53,546	281,337	261,428
Net Position - Ending	\$ 242,446	\$ 226,891	\$ 58,355	\$ 54,446	\$ 300,801	\$ 281,337

Governmental activities

Governmental activities accounted for an increase of \$15,555 from the prior year net position. Charges for services increased by \$6,903 from increased use of City services by citizens and businesses after the COVID-19 shutdowns of many City facilities. Capital grants and contributions decreased by \$(4,536) due to slow down in transportation grant projects in the current year. Other taxes increased by \$2,622 from the prior year as spending within the State increased to pre-pandemic levels.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

Total governmental activities expenses increased by \$16,346 from the prior year. The majority of this increase resulted from the effects of change in net pension liability.

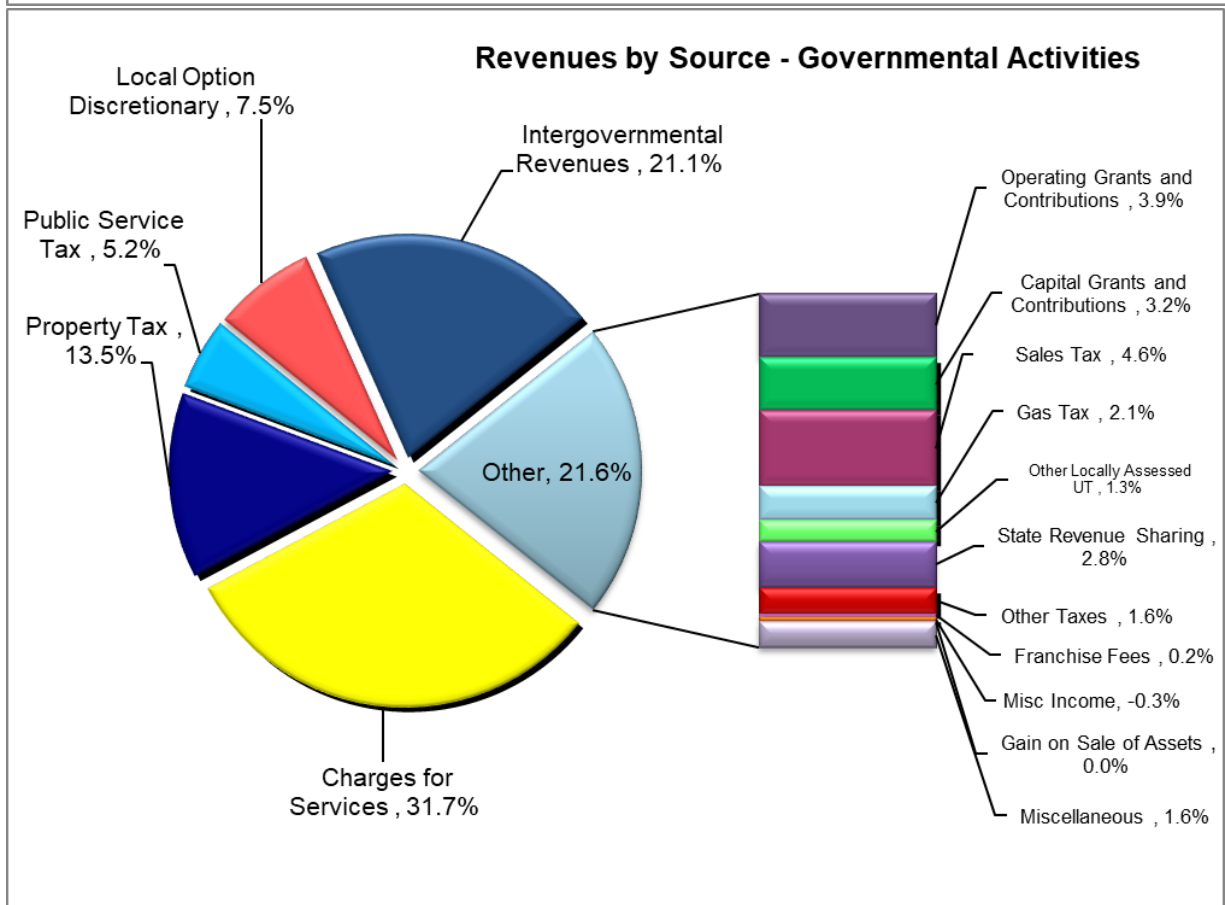
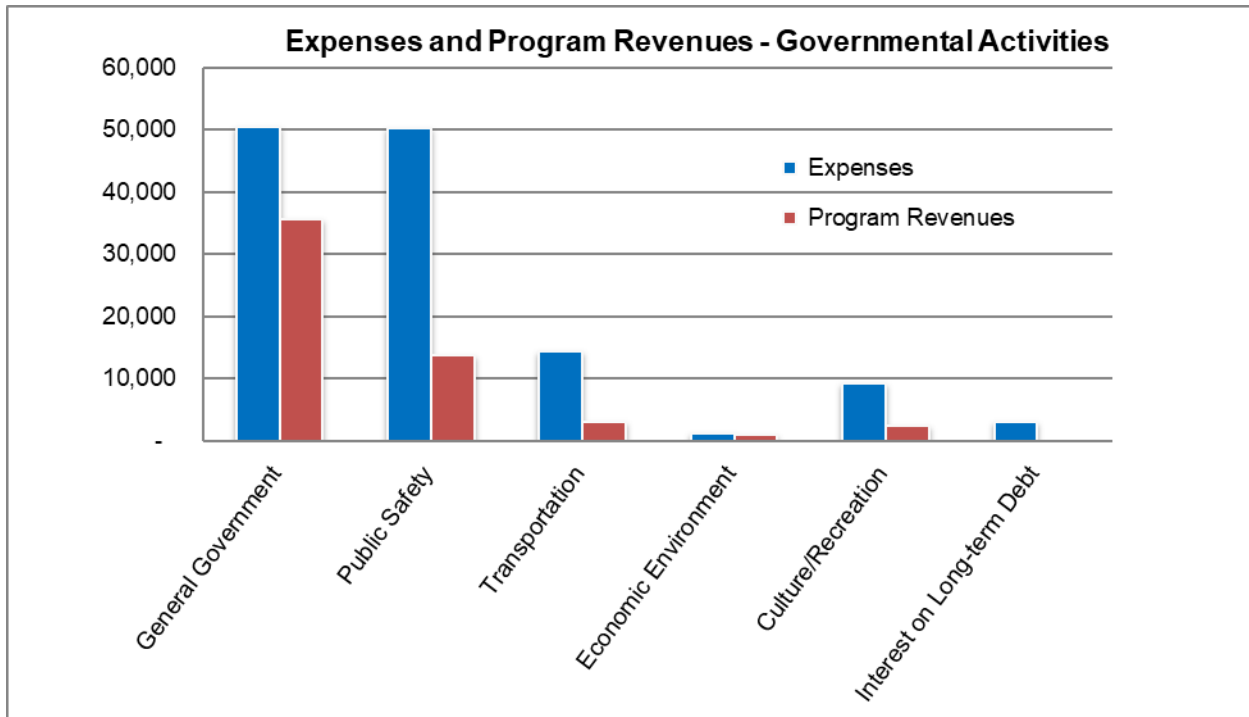
The following tables and graphs show the results of governmental activities for fiscal year ended 2022.

Expenses and Program Revenues – Governmental Activities
(In Thousands)

	Expenses				Net Cost of Services		
	2022	% of Total	2021	% Change	2022	2021	% Change
Functions/Programs							
General Government	\$ 50,392	39 %	\$ 46,066	9 %	\$ (14,829)	\$ (16,811)	(12) %
Public Safety	50,259	39 %	44,709	12 %	(36,553)	(35,506)	3 %
Transportation	14,312	11 %	9,079	58 %	(11,300)	(3,660)	209 %
Economic Environment	1,228	1 %	1,468	(16) %	(215)	137	(257) %
Culture/Recreation	9,211	7 %	8,183	13 %	(6,803)	(3,576)	90 %
Interest on Long-term Debt	2,944	2 %	2,495	18 %	(2,944)	(2,495)	18 %
	<u>\$ 128,346</u>	<u>100 %</u>	<u>\$ 112,000</u>		<u>\$ (72,644)</u>	<u>\$ (61,911)</u>	

Revenue by Source – Governmental Activities
(In Thousands)

Description	2022	% of Total	2021	% Change
Program Revenues				
Charges for services	\$ 45,467	31 %	\$ 38,564	18 %
Operating grants and contributions	5,646	4 %	2,400	135 %
Capital grants and contributions	4,589	3 %	9,125	(50) %
General Revenues				
Property tax	19,326	13 %	17,739	9 %
Sales tax	6,618	5 %	5,460	21 %
Public service tax	7,459	5 %	7,233	3 %
Gas tax	2,968	2 %	2,767	7 %
Local option discretionary tax	10,783	7 %	8,555	26 %
Other locally assessed utility tax	1,838	1 %	1,727	6 %
Other taxes	2,327	2 %	3,629	(36) %
State revenue sharing	3,941	3 %	3,178	24 %
Unrestricted intergovernmental revenues	30,159	21 %	27,090	11 %
Franchise fees	230	0 %	197	17 %
Investment income (loss)	(406)	- %	(71)	472 %
Gain on sale of capital assets	-	0 %	942	(100) %
Miscellaneous	2,292	2 %	1,916	20 %
Transfers	664	- %	558	19 %
	<u>\$ 143,901</u>	<u>100 %</u>	<u>\$ 131,009</u>	



CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

Business-type activities

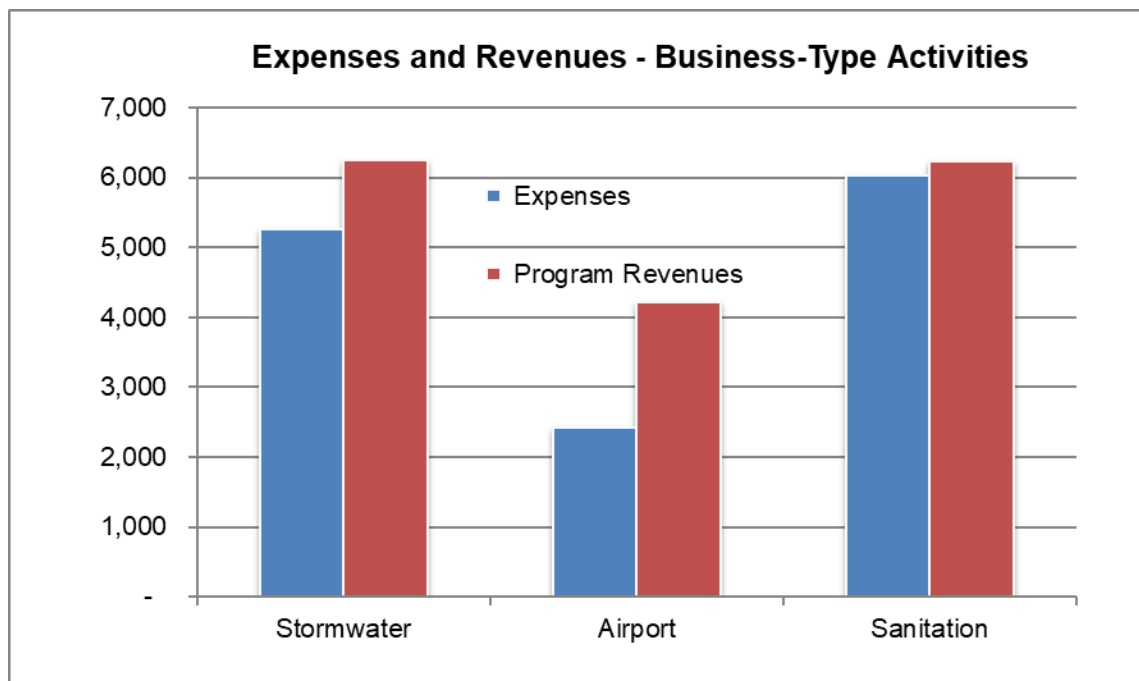
Business-type activities increased the City's net position by \$3,909, in line with the increase in the prior year. The Stormwater, Airport, and Sanitation expenses remained relatively unchanged from the prior year from operating strategies to provide cost effective services to users during the year. Additional information on the results of individual business-type activity funds is discussed in a different section.

Expenses and Program Revenues – Business-type Activities
(In Thousands)

	Expenses			Net Increase (Decrease) in Net Position		
	2022	2021	% Change	2022	2021	% Change
Functions/Programs						
Stormwater	\$ 5,258	\$ 5,363	(2) %	\$ 995	\$ 660	51 %
Airport	2,423	1,751	38 %	1,788	303	490 %
Sanitation	6,020	5,489	10 %	209	449	(53) %
	<u>\$ 13,701</u>	<u>\$ 12,603</u>		<u>\$ 2,992</u>	<u>\$ 1,412</u>	

Revenues by Source – Business-type Activities
(In Thousands)

	2022	% of Total	2021	% Change
Charges for services	\$ 13,502	74 %	\$ 12,754	6 %
Operating grants and contributions	312	2 %	254	100 %
Capital grants and contributions	2,879	16 %	1,007	186 %
Investment income	(19)	- %	5	(480) %
Miscellaneous	3	- %	4	(25) %
Gain on sale of capital assets	1,597	9 %	37	4,216 %
	<u>\$ 18,274</u>	<u>100 %</u>	<u>\$ 14,061</u>	



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources*. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2022, the City's governmental funds reported combined ending fund balances of \$-, an increase of \$30,084 in comparison with the prior year. This increase was largely the result of COVID-19 relief funds that reimbursed the City for some revenue lost in the prior years during the shutdown. Components of fund balance are now comprised of nonspendable, restricted, committed, assigned, and unassigned. The components of committed, assigned and unassigned are considered spendable unrestricted fund balance. The total spendable unrestricted fund balance of governmental funds in fiscal year 2022 was \$43,755 compared to \$38,535 for fiscal year 2021, an increase of \$5,220 for all governmental funds. The main cause of this increase was effective budgeting for services provided primarily from general revenue sources along with receipt of COVID-19 pandemic relief.

The City has two major governmental funds - the General Fund and Local Option Sales Tax fund. More detailed information regarding these major funds is provided in the following section.

Major Funds - Governmental

General Fund

The General Fund is the chief operating fund of the City. At the end of fiscal year 2022, the spendable unrestricted fund balance (assigned for budgetary carryforward \$7,203 and unassigned fund balance \$36,588) of the General Fund totaled \$43,791 compared to \$38,515 in fiscal year 2021, an increase of \$5,276. As a measure of the General Fund's liquidity, it may be useful to compare the spendable unrestricted fund balance of \$43,791 to the total fund's expenditures of \$80,610. This represents 54.3% of total expenditures compared to 48.4% in the prior fiscal year. Thus, the City was able to maintain its liquidity available to meet upcoming expenditures. The fund balance in the General Fund increased by \$5,519 during the current fiscal year. The General Fund overall maintained the same level of spending as the prior year. Taxes increased by \$1,726 mainly from property taxes as property values continue to increase each year. Although expenditures increased from the prior year by \$8,072, this was offset by increased intergovernmental revenues of \$7,418 in line with that increase.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

Local Option Sales Tax

The Local Option Sales Tax total fund balance was increased by \$7,463. Current year tax revenues were \$2,228 greater than the prior year due to a spending increase in the City closer to pre-pandemic levels. Expenditures for capital improvement projects were \$3,421 lower than the prior year as several projects are in their pre-construction phase.

Major funds - Enterprise

The City's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail. The City has three major enterprise funds – the Stormwater Fund, the Airport Fund, and the Sanitation Fund. Unrestricted net position in the Stormwater Fund increased by \$1,455, in the Airport Fund increased by \$1,068, and in the Sanitation Fund decreased by \$559 over the prior year. All three funds experienced minimal increases in operating revenues for continued use of services.

Stormwater Fund

The Stormwater Fund had an increase in net position of \$653. The minimal increase of \$653 shows the fund is operating effectively on current rates. Operating expenses were consistent with the prior year.

Airport Fund

The Airport Fund had an increase in net position of \$3,350. The Airport benefited from capital contributions for current improvements of \$2,878; and the minimal increase in operating expenses over the prior year was offset by a gain on sale of land.

Sanitation Fund

The Sanitation Fund had a minimal decrease in net position of \$(94) from the prior year. Operating revenues were greater than operating expenses by \$280 in the current year, confirming that the City's rates are sufficient to cover operational costs of the sanitation system.

General Fund Budgetary Highlights

The General Fund's original budget was amended to increase expenditures by \$21,325 (not including transfers out). The changes for expenditures within functions are summarized in the table below. Adjustments were made for additional grant-funded expenditures, COVID-19 related expenditures, and personnel changes during the course of the year.

	Original Budget	Final Budget	Change
General Government	\$ 17,859	\$ 34,026	\$ 16,167
Public Safety	44,920	45,989	1,069
Transportation	5,854	7,282	1,428
Culture/Recreation	8,054	8,859	805
Non-departmental	30,880	32,736	1,856
	<u>\$ 107,567</u>	<u>\$ 128,892</u>	<u>\$ 21,325</u>

The General Fund under-spent the final budget by \$48,246 during fiscal year 2022. All departments spent less than their final budget (from reduced personnel costs and delayed capital purchases) during the year except for Public Works while trying to provide the same levels of service to the City's citizens. Public Works overspent their budget due to new lease accounting changes. The largest reduction resulted as the

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2022
(In Thousands)

non-departmental budget included reserves for operating and capital that were not spent in the current year. The general government and public safety functions experienced the greatest reductions from the final budget totals primarily in personnel costs. The changes within functions are summarized in the table presented here.

	Actual Expenditures	Final Budget	Difference
General Government	\$ 17,638	\$ 34,026	\$ 16,388
Public Safety	43,556	45,989	2,433
Transportation	9,743	7,282	(2,461)
Culture/Recreation	7,445	8,859	1,414
Non-departmental	2,228	32,736	30,508
Transfers Out	5,297	5,261	(36)
	<u>\$ 85,907</u>	<u>\$ 134,153</u>	<u>\$ 48,246</u>

Capital Assets and Long-term Debt

Capital Assets

The City's capital assets for its governmental and business-type activities as of September 30, 2022 amounts to \$318,367 (net of accumulated depreciation). These capital assets include land, software, right to use lease assets, parking capacity, buildings, improvements other than buildings, equipment, vehicles, infrastructure, and construction in progress. The total increase in the City's capital assets for the current fiscal year was \$2,686. Governmental activities increased capital assets by \$562 and business-type activities increased by \$2,124.

Within governmental activities, the largest increases from the beginning balances were in improvements for \$2,276, construction in progress for \$2,266 and intangibles for \$4,488. These were primarily attributed to transportation projects and changes to accounting for leases. Right to use intangible assets are now recorded for the City's leases. Additionally, depreciation expense remained in line with the prior year.

The capital assets of business-type activities increased for improvements for \$3,034. Depreciation expense remained consistent with the prior year.

City of Kissimmee, Florida
Capital Assets (Net)
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 46,296	\$ 45,857	\$ 1,892	\$ 1,892	\$ 48,188	\$ 47,749
Intangibles	22,334	17,846	329	329	22,663	18,175
Buildings	18,617	18,525	13,679	13,666	32,296	32,191
Improvements Other than Buildings	207,154	204,878	50,181	47,147	257,335	252,025
Equipment	41,397	39,785	14,064	13,050	55,461	52,835
Construction in Progress	49,903	47,637	4,772	3,748	54,675	51,385
	<u>385,701</u>	<u>374,528</u>	<u>84,917</u>	<u>79,832</u>	<u>470,618</u>	<u>454,360</u>
Less: Accumulated Depreciation	<u>(121,146)</u>	<u>(110,535)</u>	<u>(31,105)</u>	<u>(28,144)</u>	<u>(152,251)</u>	<u>(138,679)</u>
Capital Assets, net	<u>\$ 264,555</u>	<u>\$ 263,993</u>	<u>\$ 53,812</u>	<u>\$ 51,688</u>	<u>\$ 318,367</u>	<u>\$ 315,681</u>

Additional information on the City's capital assets, including major construction commitments, can be found in Note 5 of this report.

Long-term Debt

At the end of fiscal year 2022, governmental activities had total debt outstanding of \$88,740. This is an increase of \$8,997 from the prior year, due to additional leases payable and financed purchases of \$3,441. Notes from direct borrowings and direct placements and revenue bonds account for the majority of the City's overall outstanding debt. Notes from direct borrowing decreased by \$(19,450) and revenue bonds increased by \$25,006 due to refunding of the notes by a bond issuance in the current year. Additional information on the refunding can be found in the notes to the financial statements.

City of Kissimmee, Florida Outstanding Long-term Debt (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Notes from Direct						
Borrowings and Placements	\$ 16,535	\$ 35,985	\$ -	\$ -	\$ 16,535	\$ 35,985
Revenue Bonds	65,395	40,389	-	-	65,395	40,389
Financed Purchases and						
Leases Payable	6,810	3,369	-	-	6,810	3,369
	<u>\$ 88,740</u>	<u>\$ 79,743</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 88,740</u>	<u>\$ 79,743</u>

Additional information on the City's debt, including the current year issuance and any major changes to the City's credit ratings, can be found in Note 7 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City at September 30, 2022 was 2.9%, which is a decrease of 1.6% from the 4.5% unemployment rate from the prior year, primarily due to lifting of local COVID-19 lockdowns.
- Population increased minimally by 210 to 79,436 compared to 79,226 in the prior fiscal year.
- The ad valorem tax rate for the General Fund stayed constant at 4.6253 for the 2023 approved fiscal year budget.

Requests for Information

This financial report is designed to present users with a general overview of the City's finances and to demonstrate the City's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the City's Finance Department, 101 Church Street, Kissimmee, Florida 34741.

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CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
September 30, 2022
(In Thousands)

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 67,101	\$ 12,247	\$ 79,348
Restricted Cash and Investments	54,396	-	54,396
Receivables (net)	4,236	1,197	5,433
Due from Other Governments	9,874	543	10,417
Due from KUA	2,099	-	2,099
Internal balances	1,131	(1,131)	-
Due from TWA	1,014	10	1,024
Inventories	135	-	135
Lease Receivable	399	19	418
Prepaid Items	306	-	306
Advances	3,640	(3,640)	-
Capital Assets:			
Capital Assets not Being Depreciated	96,199	6,664	102,863
Capital Assets Being Amortized (Net)	1,056	212	1,268
Capital Assets Being Depreciated (Net)	167,300	46,936	214,236
Total Capital Assets	264,555	53,812	318,367
Total Assets	408,886	63,057	471,943
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows Related to OPEB	1,194	92	1,286
Deferred Outflows Related to Pensions	35,328	2,401	37,729
Total Deferred Outflows of Resources	36,522	2,493	39,015
LIABILITIES			
Accounts Payable	3,256	1,025	4,281
Contracts Payable	-	82	82
Accrued Liabilities	6,148	23	6,171
Due to Other Governments	1,200	-	1,200
Unearned Revenue	14,461	33	14,494
Deposits	20	-	20
Long-term Liabilities:			
Due Within One Year	9,666	36	9,702
Due in More Than One Year	165,665	5,831	171,496
Total Liabilities	200,416	7,030	207,446
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows Related to OPEB	1,671	138	1,809
Deferred Inflows Related to Pensions	479	8	487
Deferred Inflows Related to Leases	396	19	415
Total Deferred Inflows of Resources	2,546	165	2,711
NET POSITION			
Net Investment in Capital Assets	186,416	53,546	239,962
Restricted:			
Supplementary Care - Nonexpendable	1,209	-	1,209
Construction Projects	28,459	-	28,459
Public Safety	794	-	794
Charter School	2,948	-	2,948
Building Safety	6,742	-	6,742
Recreation Projects	2,723	-	2,723
Community Redevelopment	7,077	-	7,077
Other Purposes	4,444	-	4,444
Unrestricted	1,634	4,809	6,443
Total Net Position	\$ 242,446	\$ 58,355	\$ 300,801

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022
(In Thousands)

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:							
General Government	\$ 50,392	\$ 30,526	\$ 5,037	\$ -	\$ (14,829)	\$ -	\$ (14,829)
Public Safety	50,259	13,321	385	-	(36,553)	-	(36,553)
Transportation	14,312	472	-	2,540	(11,300)	-	(11,300)
Economic Environment	1,228	-	198	815	(215)	-	(215)
Culture/Recreation	9,211	1,148	26	1,234	(6,803)	-	(6,803)
Interest on Long-term Debt	2,944	-	-	-	(2,944)	-	(2,944)
Total Governmental Activities	128,346	45,467	5,646	4,589	(72,644)	-	(72,644)
Business-Type Activities:							
Stormwater	5,258	6,088	164	1	-	995	995
Airport	2,423	1,185	148	2,878	-	1,788	1,788
Sanitation	6,020	6,229	-	-	-	209	209
Total Business-Type Activities	13,701	13,502	312	2,879	-	2,992	2,992
Total	\$ 142,047	\$ 58,969	\$ 5,958	\$ 7,468	(72,644)	2,992	(69,652)
General revenues:							
Property Tax					19,326	-	19,326
Sales Tax					6,618	-	6,618
Public Service Tax					7,459	-	7,459
Gas Tax					2,968	-	2,968
Other Locally Assessed Utility Tax					1,838	-	1,838
Other Taxes					2,327	-	2,327
Local Option Discretionary Tax					10,783	-	10,783
State Revenue Sharing					3,941	-	3,941
Unrestricted Intergovernmental Revenues					30,159	-	30,159
Franchise Fees					230	-	230
Investment Income (Loss)					(406)	(19)	(425)
Gain on Sale of Capital Assets					-	1,597	1,597
Miscellaneous					2,292	3	2,295
Transfers					664	(664)	-
Total General Revenues and Transfers					88,199	917	89,116
Change in Net Position					15,555	3,909	19,464
Net Position - Beginning					226,891	54,446	281,337
Net Position - Ending					<u>\$ 242,446</u>	<u>\$ 58,355</u>	<u>\$ 300,801</u>

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2022
(In Thousands)

	General	Local Option Sales Tax	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and Cash Equivalents	\$ 47,696	\$ 12,272	\$ 39,647	\$ 99,615
Restricted Cash and Investments	36	-	12,977	13,013
Accounts Receivable (net)	4,002	-	187	4,189
Special Assessments Receivable (net)	17	-	-	17
Due from KUA	2,074	-	-	2,074
Due from TWA	-	-	3	3
Due from Other Funds	1,777	-	-	1,777
Due from Other Governments	6,075	1,859	1,369	9,303
Prepaid Items	257	-	49	306
Inventories	60	-	-	60
Advance to Other Funds	-	-	3,640	3,640
Total Assets	\$ 61,994	\$ 14,131	\$ 57,872	\$ 133,997
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 1,276	\$ 16	\$ 1,180	\$ 2,472
Accrued Liabilities	-	-	6,148	6,148
Due to Other Funds	-	-	646	646
Due to Other Governments	1,200	-	-	1,200
Deposits Payable	20	-	-	20
Advanced Grants	13,742	-	719	14,461
Total Liabilities	16,238	16	8,693	24,947
Deferred Inflows of Resources:				
Unavailable Earned Revenues	845	-	418	1,263
Total Deferred Inflows of Resources	845	-	418	1,263
Fund Balances (Deficits):				
Nonspendable Prepaids and Inventories	317	-	49	366
Nonspendable Advances	-	-	3,640	3,640
Nonspendable Supplementary Care	-	-	1,209	1,209
Restricted for Transportation Projects	-	-	13,054	13,054
Restricted for Public Safety Projects	792	-	2	794
Restricted for Development Services	-	-	6,742	6,742
Restricted for Economic Development	-	-	7,299	7,299
Restricted for Recreation Projects	-	-	2,723	2,723
Restricted for Charter School	-	-	2,948	2,948
Restricted for Construction Projects	-	-	7,881	7,881
Restricted for Other Capital Improvements	11	14,115	3,250	17,376
Assigned for Budgetary Carryforward	7,203	-	-	7,203
Assigned for Debt Service	-	-	96	96
Unassigned (Deficits)				
General Fund	36,588	-	-	36,588
Special Revenue Funds	-	-	(132)	(132)
Total Fund Balances (Deficits)	44,911	14,115	48,761	107,787
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	\$ 61,994	\$ 14,131	\$ 57,872	\$ 133,997

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
as of September 30, 2022
(In Thousands)

Total fund balances of governmental funds	\$	107,787
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$377,325, the accumulated depreciation is \$98,519, and the accumulated amortization is \$16,832. The difference does not include the net capital assets of the internal service funds which are included below.		261,974
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The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		5,554
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities-both current and long term-are reported in the statement of net position. The amount does not include the long-term liabilities of the internal service funds which are included above. Long-term liabilities at yearend consist of:		
Bonds payable	\$ (61,523)	
Bonds premium	(3,872)	
Notes from direct borrowing and direct placements	(16,535)	
Financed purchases	(2,801)	
Leases payable	(3,995)	
Other postemployment benefits liability	(6,613)	
Compensated absences	(2,453)	(97,792)

Net pension liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds.		(69,207)
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Deferred inflows and outflows of resources related to pensions and OPEB are not recognized in the governmental funds; however, they are recorded in the statement of net position.		
Deferred outflows of resources related to OPEB	1,120	
Deferred outflows of resources related to pensions	33,774	
Deferred inflows of resources related to OPEB	(1,568)	
Deferred inflows of resources related to pensions	(459)	32,867

Amount for earned but unavailable revenues recognized as revenue of the current period		1,263
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Total net position of governmental activities	\$	242,446
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The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	General	Local Option Sales Tax	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	\$ 26,983	\$ 10,783	\$ 2,968	\$ 40,734
Permits, Fees and Special Assessments	237	-	5,438	5,675
Intergovernmental Revenues	46,245	-	13,335	59,580
Charges for Services	10,626	169	1,421	12,216
Fines and Forfeitures	655	-	-	655
Investment Income (Loss)	(240)	68	(183)	(355)
Miscellaneous Revenues	1,106	-	534	1,640
Total Revenues	85,612	11,020	23,513	120,145
EXPENDITURES				
Current:				
General Government	19,069	289	6,448	25,806
Public Safety	43,556	224	4,572	48,352
Transportation	9,743	552	2,559	12,854
Economic Environment	-	-	1,937	1,937
Culture/Recreation	7,445	102	220	7,767
Debt Service:				
Principal Retirement	755	251	4,663	5,669
Interest and Fiscal Charges	12	62	2,641	2,715
Professional Fees	30	-	360	390
Capital Outlay	-	-	18	18
Total Expenditures	80,610	1,480	23,418	105,508
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,002	9,540	95	14,637
OTHER FINANCING SOURCES and (USES)				
Transfers In	1,381	2,323	9,689	13,393
Transfers (Out)	(5,297)	(4,400)	(3,062)	(12,759)
Issuance of Notes Payable/Refunded Notes Payable	-	-	26,730	26,730
Payment to Refunded Notes Escrow Agent	-	-	(16,350)	(16,350)
Issuance of Leases	4,433	-	-	4,433
Total Other Financing Sources and (Uses)	517	(2,077)	17,007	15,447
Net Change in Fund Balances	5,519	7,463	17,102	30,084
Fund Balances - Beginning	39,392	6,652	31,659	77,703
Fund Balances - Ending	\$ 44,911	\$ 14,115	\$ 48,761	\$ 107,787

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2022
(In Thousands)

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	30,084
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Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated and amortized over their estimated useful lives and reported as depreciation expense. This is the amount by which capital purchases (\$11,538) and donations (\$0) exceeds depreciation (\$10,121, which excludes the amount related to internal service funds accounted for below) and amortization (\$774).		643
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The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:

Debt issued or incurred:		
Proceeds from bonds	\$	(26,730)
Proceeds from leases		(4,433)
Principal repayments:		
Bonds		1,563
Amortization of bond premium		161
Notes from direct borrowings and direct placements		19,450
Leases payable		438
Financed purchases		568
		(8,983)

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. These adjustments are as follows:

Compensated absences	2	2
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Continued

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued
For The Year Ended September 30, 2022
(In Thousands)

Cash pension and OPEB contributions recorded in the funds were less than the calculated pension and OPEB expenses on the statement of activities and therefore decreased net position.	\$ (6,409)
Under the modified accrual basis of accounting, governmental revenues are recognized when both the measureable and available criteria have been met. Those revenues earned in the current year were not recognized since the availability criteria was not met. Under full accrual accounting, all revenues would be recognized.	(717)
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. The change in net position differs from the change in fund balance by the cost of the capital assets sold/disposed or adjusted in value.	(226)
The internal service fund is used by management to charge the costs of risk management services to other funds. The net revenue of the internal service fund is reported with governmental activities.	<u>1,161</u>
Change in net position of governmental activities	<u>\$ 15,555</u>
<i>The notes to the financial statements are an integral part of the financial statements.</i>	

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2022
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
ASSETS					
Current Assets:					
Cash and Cash Equivalents	\$ 6,222	\$ 665	\$ 5,360	\$ 12,247	\$ 8,869
Accounts Receivable (net)	411	226	560	1,197	30
Due from Other Governments	1	542	-	543	571
Due from KUA	-	-	-	-	25
Due from TWA	-	-	10	10	1,012
Inventories	-	-	-	-	75
Leases Receivable	-	19	-	19	399
Total Current Assets	6,634	1,452	5,930	14,016	10,981
Capital Assets:					
Land	1,583	309	-	1,892	-
Buildings	509	12,763	407	13,679	289
Improvements Other Than Buildings	30,242	19,734	205	50,181	4,975
Software, Net	37	175	-	212	27
Right-to-Use Equipment, Net of Amortization	-	-	-	-	13
Machinery, Equipment and Vehicles	6,500	776	6,788	14,064	3,059
Construction in Progress	914	3,858	-	4,772	-
Less: Accumulated Depreciation	(13,212)	(13,317)	(4,459)	(30,988)	(5,782)
Total Capital Assets	26,573	24,298	2,941	53,812	2,581
Total Noncurrent Assets	26,573	24,298	2,941	53,812	2,581
Total Assets	33,207	25,750	8,871	67,828	13,562
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Outflows Related to OPEB	43	12	37	92	74
Deferred Outflows Related to Pensions	1,097	307	997	2,401	1,554
Total Deferred Outflows of Resources	1,140	319	1,034	2,493	1,628
<i>Continued</i>					

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION - Continued
PROPRIETARY FUNDS
September 30, 2022
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
LIABILITIES					
Current Liabilities:					
Accounts Payable	\$ 293	\$ 67	\$ 665	\$ 1,025	\$ 784
Contracts Payable	-	82	-	82	-
Accrued Liabilities	-	23	-	23	-
Due to KUA	-	-	-	-	1
Due to Other Funds	-	1,131	-	1,131	-
Deposits	-	23	10	33	-
Advances from Other Funds	-	-	3,640	3,640	-
Compensated Absences Payable	18	6	12	36	36
Estimated Claims Payable	-	-	-	-	2,315
Total Current Liabilities	311	1,332	4,327	5,970	3,136
Noncurrent Liabilities:					
Compensated Absences Payable	70	26	48	144	146
Other Postemployment Benefits	359	87	308	754	447
Net Pension Liability	2,286	581	2,066	4,933	3,058
Lease Liability	-	-	-	-	14
Estimated Claims Payable	-	-	-	-	2,316
Total Noncurrent Liabilities	2,715	694	2,422	5,831	5,981
Total Liabilities	3,026	2,026	6,749	11,801	9,117
DEFERRED INFLOWS OF RESOURCES					
Deferred Inflows Related to Leases	-	19	-	19	396
Deferred Inflows Related to OPEB	66	19	53	138	103
Deferred Inflows Related to Pensions	8	-	-	8	20
Total Deferred Inflows of Resources	74	38	53	165	519
NET POSITION					
Net Investment in Capital Assets	26,525	24,080	2,941	53,546	2,567
Unrestricted	4,722	(75)	162	4,809	2,987
Total Net Position	\$ 31,247	\$ 24,005	\$ 3,103	\$ 58,355	\$ 5,554

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Operating Revenues:					
Charges for Services	\$ 6,088	\$ 1,166	\$ 6,229	\$ 13,483	\$ 23,124
Miscellaneous Revenues	-	-	3	3	140
Total Operating Revenues	6,088	1,166	6,232	13,486	23,264
Operating Expenses:					
Personal Services	2,577	805	2,325	5,707	3,741
Contracted Services	636	21	1,602	2,259	2,636
Supplies and Materials	242	61	386	689	188
Repairs and Maintenance	308	100	492	900	2,916
Other Services and Charges	53	198	371	622	2,025
Depreciation	1,367	1,215	695	3,277	469
Claims/Premium Expense	75	17	81	173	10,703
Total Operating Expenses	5,258	2,417	5,952	13,627	22,678
Operating Income (Loss)	830	(1,251)	280	(141)	586
Nonoperating Revenues (Expenses):					
Operating Grants	164	148	-	312	-
Interest Expense	-	(6)	(68)	(74)	-
Investment Income (Loss)	(7)	(4)	(8)	(19)	(51)
Lease Revenues	-	19	-	19	99
Insurance Recoveries	-	-	-	-	483
Gain or (Loss) from Sale of Capital Assets	19	1,568	10	1,597	14
Total Nonoperating Revenues (Expenses)	176	1,725	(66)	1,835	545
Income (Loss) Before Contributions and Transfers	1,006	474	214	1,694	1,131
Capital Contributions	1	2,878	-	2,879	-
Transfers In	-	-	-	-	30
Transfers (Out)	(354)	(2)	(308)	(664)	-
Change in Net Position	653	3,350	(94)	3,909	1,161
Net Position - Beginning	30,594	20,655	3,197	54,446	4,393
Net Position - Ending	\$ 31,247	\$ 24,005	\$ 3,103	\$ 58,355	\$ 5,554

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For The Year Ended September 30, 2022
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Cash Flows from Operating Activities					
Receipts from Customers and Users	\$ 6,413	\$ 1,191	\$ 6,217	\$ 13,821	\$ 23,026
Payments to Suppliers	(1,315)	(762)	(3,278)	(5,355)	(18,318)
Payments to Employees	(2,397)	(738)	(2,142)	(5,277)	(3,467)
Net Cash Provided (Used) by Operating Activities	2,701	(309)	797	3,189	1,241
Cash Flows from Noncapital Financing Activities					
Grants	164	148	-	312	-
Transfers (to) Other Funds	(354)	(461)	(308)	(1,123)	-
Transfers from Other Funds	-	-	-	-	30
Net Cash Provided (Used) by Noncapital Financing Activities	(190)	(313)	(308)	(811)	30
Cash Flows from Capital and Related Financing Activities					
Acquisition/Construction of Capital Assets	(567)	(3,410)	(1,190)	(5,167)	(477)
Capital Contributions	1	2,800	-	2,801	-
Proceeds from Fund Advance	-	-	3,640	3,640	-
Proceeds from Leasing Activities	-	19	-	19	96
Lease Payable Principal Payments	-	-	-	-	(12)
Lease Payable Interest Payments	-	(6)	-	(6)	-
Proceeds from Insurance Recoveries	-	-	-	-	483
Proceeds from Sale of Capital Assets	21	1,568	40	1,629	21
Net Cash Provided (Used) by Capital and Related Financing Activities	(545)	971	2,422	2,848	111
Cash Flows from Investing Activities					
Income (Loss) on Investments	(7)	(4)	(8)	(19)	(51)
Net Cash Provided (Used) by Investing Activities	(7)	(4)	(8)	(19)	(51)
Net Increase (Decrease) in Cash and Cash Equivalents	1,959	345	2,903	5,207	1,331
Cash and Cash Equivalents at Beginning of Year	4,263	320	2,457	7,040	7,538
Cash and Cash Equivalents at End of Year	\$ 6,222	\$ 665	\$ 5,360	\$ 12,247	\$ 8,869

Continued

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For The Year Ended September 30, 2022
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	\$ 830	\$ (1,251)	\$ 280	\$ (141)	\$ 586
Depreciation	1,367	1,215	695	3,277	469
Change in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	(10)	28	(15)	3	(14)
(Increase) Decrease in Due from Other Governments	-	-	-	-	(281)
(Increase) Decrease in Due from KUA	335	-	-	335	-
(Increase) Decrease in Due from TWA	-	-	-	-	57
(Increase) Decrease in Inventories	-	-	-	-	2
(Increase) Decrease in Deferred Outflows OPEB	(2)	(1)	(1)	(4)	(3)
(Increase) Decrease in Deferred Outflows Pensions	(905)	(266)	(824)	(1,995)	(1,303)
Increase (Decrease) in Accounts Payable	(1)	(278)	(346)	(625)	269
Increase (Decrease) in Customer Deposits	-	(3)	-	(3)	-
Increase (Decrease) in Accrued Liabilities	-	1	-	1	-
Increase (Decrease) in OPEB	19	8	17	44	33
Increase (Decrease) in Compensated Absences	(26)	3	(5)	(28)	(25)
Increase (Decrease) in Claims Payable	-	-	-	-	(121)
Increase (Decrease) in Net Pension Liability	1,840	539	1,668	4,047	2,616
Increase (Decrease) in Deferred Inflows OPEB	(12)	(4)	(11)	(27)	(20)
Increase (Decrease) in Deferred Inflows Pensions	(734)	(213)	(661)	(1,608)	(1,024)
Total Adjustments	1,871	942	517	3,330	655
Net Cash Provided (Used) by Operating Activities	\$ 2,701	\$ (309)	\$ 797	\$ 3,189	\$ 1,241

There are no noncash investing, capital, and financing activities in the Proprietary Funds.

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2022
(In Thousands)

ASSETS

Cash and Cash Equivalents	\$ 4,517
Receivables:	
Interest Receivable	222
Total Receivables	<u>222</u>
Investments, at Fair Value:	
Fixed Income	57,496
Equities	120,016
Mutual Funds	39,448
Commingled Funds	19,621
Total Investments	<u>236,581</u>
Total Assets	<u><u>241,320</u></u>

**Net Position Restricted
for Pension Benefits**

\$ 241,320

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
For The Year Ended September 30, 2022
(In Thousands)

ADDITIONS

Contributions:	
Employer	\$ 8,421
Plan Members	1,567
State	1,669
Total Contributions	<u>11,657</u>
Investment earnings:	
Net increase (decrease) in fair value of investments	(50,336)
Interest and dividends	8,343
Total Investment Earnings (Loss)	<u>(41,993)</u>
Less Investment Expense ¹	1,539
Net Investment Earnings (Loss)	<u>(43,532)</u>
Other	1,504
Total Additions	<u>(30,371)</u>

DEDUCTIONS

Benefits	15,671
Administrative Expense	183
Total Deductions	<u>15,854</u>

Change in Net Position	(46,225)
Net Position - Beginning of Year	<u>287,545</u>
Net Position - End of Year	<u>\$ 241,320</u>

¹ Investment related expenses include investment advisory, custodial and performance monitoring fees.

The notes to the financial statements are an integral part of the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Kissimmee, Florida (the “City”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant City accounting policies are described below.

A. The Reporting Entity

The City was established pursuant to 65-1775 laws of Florida. The legislative branch of the City is composed of a five (5) member elected Commission, including a city-wide elected mayor. The City Commission is governed by the City Charter, and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate, are in substance, part of the City’s operations. The City has two blended component units, the Community Redevelopment Agency Downtown (the “Downtown CRA”) and the Community Redevelopment Agency Vine Street (the “Vine St CRA”). The CRAs are incremental taxing districts created by City Ordinance #1893, in April of 1993, pursuant to Florida Statute 163.356. The City Commission serves as the governing board, approves the budgets, provides funding and performs all accounting functions for both of the CRAs. The CRA’s services are provided exclusively to the City. The CRAs have been presented as blended component units classified as special revenue funds. The CRAs issue stand-alone statements that can be obtained from the City’s Finance Department. The City has no discretely presented component units. Additionally, the City has three fiduciary component units and they are reported as the City’s pension trust funds. More information on the pension trust funds can be found in Note 8.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. The Statement of Activities demonstrates the degree to which the direct expenses and indirect costs of a given function, or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Indirect expenses* are those costs that are allocated to functions and activities in accordance with the City’s adopted indirect cost allocation plan. The “Expenses” column includes both direct and indirect expenses. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items properly not included among program revenues are reported instead as *general revenues*.

Separate fund financial statements are provided for governmental funds, enterprise funds, internal service funds and the pension trust funds. The pension trust funds are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements. The internal service funds are grouped together and shown alongside the enterprise funds. The internal service funds are combined with the governmental funds to aggregate governmental activities in the government-wide financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

1. Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

2. Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, licenses, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

- The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The *Local Option Sales Tax* fund is a special revenue fund used to account for the City's share of the local option sales tax revenues designated for improvements and infrastructure projects.

The City reports the following major enterprise funds:

- The *Stormwater Fund* accounts for the fiscal activities of the City's stormwater operations and maintenance.
- The *Airport Fund* accounts for the fiscal activities of the City's airport operations and maintenance.
- The *Sanitation Fund* accounts for the fiscal activities of the City's solid waste removal service operations.

Additionally, the City reports the following fund types:

- *Special Revenue Funds* account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes.
- *Debt Service Funds* account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
- *Capital Projects Funds* account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays (excluding proprietary fund capital outlays).
- *Internal Service Funds* account for certain activities of the City's centralized services and risk management program. Centralized services include information technology, purchasing, warehouse, garage, building maintenance, and printing. Risk management activities include legal expenses incurred related to activities not specifically covered by City insurance policies and collections of settlements or refunds from related cases.
- *Pension Trust Funds* account for the activities of the City's General Employees', Police Officers', and Firefighters' Pension Plans, which accumulate resources for pension benefit payments to qualified employees.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service funds include the cost of sales and services, administrative expenses, claims expense, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use unrestricted resources first, and then restricted resources, as they are needed for their intended purposes. For unrestricted resources, the City considers that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

D. Budgetary Requirements

The following procedures are used to establish the budgetary data reflected in the financial statements pursuant to Florida Statutes and the City Charter:

- 1) The City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. Work sessions are held to review the proposed budget.
- 2) Public hearings are held to obtain taxpayer comments.
- 3) Prior to October 1, the City Commission conducts the final budget hearing to consider additional public comments and to adopt the final ad valorem millage and final budget.
- 4) Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for the general fund, certain special revenue funds, certain debt service funds, and certain capital projects funds. Budgets are not adopted for the Pension Trust Funds, CARES Act Relief, Police and Firefighters Premium Tax Fund, Section 8 HAPP Fund, Supplementary Care, 2021 Line of Credit Debt, 2022A Revenue Refunding Bond Debt, 2022B Revenue Refunding Bond Debt,

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

2014A Note Capital Project, 2010C Note Capital Project, Lakefront Sales Tax 2009A Capital Project and 2021 Line of Credit funds.

- 5) Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
- 6) The City Manager is authorized to approve transfers between line items other than salary accounts within any department, with all such adjustments reported on a monthly basis to the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Transfers between departments, other transfers between salary account line items and changes in total budget appropriations for a fund must have prior approval of the City Commission. During the current fiscal year, various appropriations were approved in accordance with this policy. Budgeted amounts shown in the financial statements are as originally adopted and as further amended.
- 7) Budget appropriations lapse at year-end. Encumbrances outstanding at year-end are charged against the ensuing year's budget, and thus are not shown in budget to actual presentations and are carried forward.

E. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, certificates of deposit, money market accounts, savings accounts, investments in the State Board of Administration (SBA) Florida PRIME (Florida PRIME), and highly liquid investments (including restricted assets) with a maturity of three months or less when purchased.

F. Investments

Investments are stated at fair value, with the exception of the investments with Florida PRIME, which are reported at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. GASB Statement No. 79 establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The City's investments in the Florida PRIME are similar to money market funds in which units are owned in the fund rather than the underlying investments. There are no limitations or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours.

G. Receivables

Property Taxes Receivable

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The City's millage for the fiscal year 2021-2022 is 4.6253 mills. All real and tangible personal property taxes are due and payable on the levy date of November 1 of each year or as soon thereafter as the assessment roll is certified by the Osceola County Property Appraiser (levy date). Osceola County mails to each property owner on the assessment roll a notice of the taxes due and the County also collects the taxes for the City. Taxes may be paid upon receipt of such notice from the County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January, and one percent (1%) if paid in the month of February.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Taxes paid during the month of March are without discount and all unpaid taxes on real and tangible property become delinquent on April 1 (the lien date) of the year following the year in which taxes were assessed. Procedures for collecting delinquent taxes, including applicable tax certificate sales, are provided for by the Laws of Florida.

Special Assessments Receivable

Special assessments receivable are recorded at the time the related project is completed and are secured by liens on the property benefited. Revenue in governmental funds is deferred until such time it becomes an available, spendable or appropriable resource. Special assessment revenues are recorded in the government-wide and enterprise fund financial statements when earned.

H. Inventories and Prepaids

Inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Prepaids represent payments made to vendors for services that will benefit the City beyond September 30, 2022. These payments are recorded as expenditures or expenses when consumed rather than when purchased.

I. Restricted Assets

Restricted cash and cash equivalents of governmental funds arise from provisions within revenue bonds issued by the City and are so designated on the statement of net position and balance sheets of governmental funds.

J. Capital Assets

Capital assets include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Property, plant, equipment, and intangibles with initial, individual costs that equal or exceed one thousand dollars and estimated useful lives of over one year are recorded as capital assets. Infrastructure is capitalized when the initial costs equal or exceed \$25 and has an estimated useful life of more than one year. For lease right-to-use intangible assets, the City capitalizes when the lease asset is \$5 or greater. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Infrastructure capital assets are included in improvements other than buildings for financial statement classification.

Intangibles assets are amortized over their useful lives, when the length of their lives is limited by contractual or legal limitations. Buildings, improvements, infrastructure, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	25
Improvements Other than Buildings	4-12
Infrastructure	20-50
Equipment and Intangibles	5-20

K. Bond/Note Issuance Costs

These costs are charged to current expenditures/expenses when bonds are issued.

L. Compensated Absences

City policy allows each employee to accumulate up to three times the accrual rate, ranging from 30 to 60 days of vacation leave. Time accrued beyond that is forfeited unless an exception is granted by the City Manager. The majority of employees utilize their annual accrual of vacation leave during the year accrued. Employees are allowed to accumulate up to 60 days of medical leave. Time accrued beyond that is paid to the employees every year at the rate of one-half their pay rate. The City records compensated absences in governmental funds, only if they have matured, as expenditures for the amount accrued during the year that would normally be liquidated with expendable, available financial resources. The City accrues compensated absences in the period they are earned in the government-wide and enterprise fund financial statements.

M. Total Other Postemployment Benefits (OPEB) Liability

The total OPEB liability of the City's Other Postemployment Benefits Plan (the OPEB Plan) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. This includes for purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB benefits, and OPEB expense. Current payroll costs are used as a basis to allocate deferred elements, total OPEB liability, and OPEB expense. Benefit payments are recognized when due and payable in accordance with the benefit terms. The plan is not administered through a trust.

N. Unearned Revenue

Unearned revenue in the governmental funds represent paving assessment receivables and grant receivables that are measurable, but the revenue was unearned.

O. Leases

The City enters into many noncancelable leases for the right to use land, facilities and equipment throughout its operations. When the City is the lessee, the contracts result in recognition of a right-to-use intangible asset that is offset by a corresponding lease liability. When the City is the lessor, the contracts result in recognition of a lease receivable and corresponding deferred inflow of resources. Lease intangible assets are reported with capital assets and lease liabilities are reported with long-term liabilities on the government-wide and proprietary fund financial statements.

At commencement of a lease where the City is the lessee, the City initially measures the lease liability at present value of total payments over the lease term. The lease asset is measured as the value of the lease liability, adjusted for any prepayments, plus certain initial direct costs. At commencement of a lease when the City is the lessor, the City measures the lease receivable at present value of expected rental receipts over the lease term. The deferred inflow of resources is measured as the initial amount of the lease receivable, adjusted for prepayments received prior to the lease commencement.

Estimates and judgments are sometimes made when determining the discount rate and overall term of the leases. The City monitors its leases for significant changes in circumstances that warrant a remeasurement of the lease liability and associated intangible asset, and/or lease receivable and associated deferred inflow of resources.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. In the statement of net position, the deferred outflow for pensions is an aggregate of items related to pensions and the deferred outflow for

OPEB is an aggregate of items related to OPEB. The deferred outflows related to pensions and OPEB will be recognized as either expense or a reduction in the related liability in future reporting years. Details on the composition of the deferred outflows related to pensions and OPEB are further discussed in the Notes.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the statement of net position, the deferred inflow for pensions is an aggregate of items related to pensions and the deferred inflows for OPEB is an aggregate of items related to OPEB. The deferred inflows related to pensions and OPEB will be recognized as reductions to expense in future reporting years. The deferred inflows related to leases will be recognized as lease revenues in future reporting years. Details on the composition of the deferred inflows related to pensions and OPEB are further discussed in Notes 8 and 9.

The City also reports deferred inflows of resources on applicable governmental fund statements that represent revenues which are measurable but not available in accordance with the modified accrual basis of accounting. These deferred inflows of resources will be recognized as revenue in the fiscal year they are earned or become available. The majority of these deferred inflows of resources represent lease revenues and grant reimbursements.

Q. Pensions/Net Pension Liability

In the government-wide financial statements and also the proprietary funds statements, net pension liability represents the present value of projected benefit payments to be provided through the cost-sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the pension plan's fiduciary net position. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension plans, and pension expense, information about the fiduciary net position and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Current contributions are used as a basis to allocate deferred elements, net pension liability, and pension expense.

R. Contributions

Contributions consist primarily of donations from federal and state aid programs. Contributions are recognized when earned or when legal title is transferred to the City for contributed capital assets.

S. Fund Balances

The City classified governmental fund balances as follows:

- Nonspendable Fund Balance - represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.
- Restricted Fund Balance - consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.
- Committed Fund Balance - self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the City Commission, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint. The City Commission can establish, modify or rescind committed fund balance through the formal approval of an ordinance.
- Assigned Fund Balance - amounts that are subject to a purpose constraint that represents an intended use established by the City Commission or by their designated body or official. The City

Manager was appointed with the authority to assign fund balance through the City Commission's approval of the City's fund balance policy. Formal action is *not* necessary to impose, remove, or modify a constraint in assigned fund balance. Additionally, this category is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget.

- Unassigned Fund Balance - represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications of the General Fund. Unassigned fund balances may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes. Currently, the Victim of Crime Act, Neighborhood Stabilization and HOME, and Community Development Block Grant have negative unassigned fund balances.

T. Net Position Restricted by Enabling Legislation

In the government-wide financial statements, governmental activities report restricted net position of \$54,396, of which management has determined \$6,742 for building code enforcement is restricted by enabling legislation.

U. Tax Abatements

GASB Statement No. 77, *Tax Abatement Disclosures*, requires disclosure of tax abatement information about the City's tax abatement agreements and those entered by other governments that would reduce the City's tax revenues. The City has evaluated this statement and has determined no agreements meet the criteria to be disclosed.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits

Deposits consist of demand accounts (interest and non-interest bearing). All deposits with financial institutions were 100% insured by Federal depository insurance or by collateral pursuant to the Public Depository Security Act of the State of Florida. The bank balance of demand accounts was \$20,863. The carrying amount of the demand deposits, cash with fiscal agent, and cash on hand at September 30, 2022 was \$23,853 due to timing of transactions.

Investments

The City's investment policy is governed by local resolution and bond covenants. Allowable investments include: the SBA Florida PRIME; negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full faith and credit agencies; repurchase agreements; bankers' acceptances; commercial paper; state and/or local government taxable and tax-exempt debt; and fixed income mutual funds. In addition, the City's retirement plans may invest in corporate bonds and stocks as well as limited partnerships.

The City categorizes the fair value measurements of its investments based on the hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*. The hierarchy has three levels based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. GASB 72 allows for the use of quoted prices provided by third parties. The City uses quoted prices provided by its third-party custodians for its pension trust funds.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

The following is a summary of the City's pooled investments at September 30, 2022. The valuation method for investments measured at the net asset value (NAV) per share (or its equivalent) is also presented.

<u>Measured using the net asset value:</u>	<u>Fair Value</u>	<u>Weighted</u>	<u>Credit Rating</u>
		<u>Average</u>	
		<u>Maturity</u>	
FLGIT Day to Day Fund	\$ 10,081	29 days	Fitch AAAm
FL FIT Cash Pool	23,307	12 days	Fitch AAAf/S1
FL STAR	39,226	12 days	S&P AAAm
Total fair value investments	72,614		
<u>Measured at amortized cost:</u>			
Florida PRIME	37,277	21 days	S&P AAAm
Total City investments	<u>\$ 109,891</u>		

<u>Investments measured at NAV</u>	<u>Fair Value</u>	<u>Unfunded</u>
		<u>Commitments</u>
FLGIT Day to Day Fund	\$ 10,081	\$ -
FL FIT Cash Pool	23,307	-
FL STAR	39,226	-

For investments in the FL FIT, there is no limitation or restriction on participant withdrawals, and the Trust has not put in place a redemption gate. The FL FIT Cash Pool investments consist of money market mutual funds, FDIC deposits, U.S. treasury bonds, U.S. government agency bonds, commercial paper, and corporate bonds. Fair value of the investments is determined daily for calculation of the pool participants' net asset value.

For investments in the FLGIT Day to Day Fund, there is no limitation or restriction on participant withdrawals, and there is no redemption gate in place. The FLGIT investments consist primarily of U.S. treasury notes, U.S. Government agency notes, asset-backed securities, corporate bonds, and municipal bonds.

The following is a summary of the City's Pension Trust Funds at September 30, 2022.

	<u>General Employees' Pension</u>			<u>Police Officers' Pension</u>		<u>Firefighters' Pension</u>	
	<u>Quoted</u>	<u>Observ</u>	<u>Unobserv</u>	<u>Quoted</u>	<u>Observ</u>	<u>Quoted</u>	<u>Observ</u>
	<u>Prices</u>	<u>Input</u>	<u>Input</u>	<u>Prices</u>	<u>Input</u>	<u>Prices</u>	<u>Input</u>
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 1</u>	<u>Level 2</u>
Fixed Income	\$ 12,484	\$ 22,855	\$ -	\$ -	\$ 18,436	\$ -	\$ 3,203
Equities	75,070	218	-	11,556	15,059	11,027	8,886
Mutual Funds	-	11,126	-	10,287	-	15,214	-
Commingled Funds & Real Estate	-	-	6,613	3,150	9,435	-	1,962
Total Investments	<u>\$ 87,554</u>	<u>\$ 34,199</u>	<u>\$ 6,613</u>	<u>\$ 24,993</u>	<u>\$ 42,930</u>	<u>\$ 26,241</u>	<u>\$ 14,051</u>
Money Market	1,861			2,001		655	
Total Investment Fair Values	<u>\$ 130,227</u>			<u>\$ 69,924</u>		<u>\$ 40,947</u>	

As mentioned previously, for the City's pension trust fund investments, quoted prices provided by its third-party custodians are used. Debt securities classified in Level 2 are valued using a matrix pricing model. Real estate investments in Level 3 are valued using discounted cash flow techniques.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Interest Rate Risk - To mitigate interest rate risk, the City's investment policy requires that the investment portfolio structure maturities to meet the City's cash needs for ongoing operations and that operating funds be invested primarily in short-term securities. Of the City's investments outstanding at year-end, all of them have maturities less than three years. The City's policy requires that investments have maturities that match known cash needs and anticipated cash-flow requirements.

For the City's General Employees' Pension investments, the weighted average maturity (in years) for Eaton Vance is 5.56, Pimco Diversified Fund (PDIIX) is 9.14, and Vanguard Inflation Protected (VAIPX) is 7.20. For the City's Police Officers' Pension investments, the weighted average maturity (in years) for Galliard Intermediate Core is 5.98, Pimco Diversified Fund (PDIIX) is 9.14, and Vanguard Inflation Protected (VAIPX) is 7.20. For the City's Firefighters' Pension investments, the weighted average maturity (in years) for their collective portfolio is 7.66.

Credit Risk – To mitigate credit risk, the City's investment policy limits the minimum credit quality rating of investments, as rated by nationally recognized statistical rating organizations (NRSROs). The City primarily invests in U.S. government securities, mutual funds, corporate stocks, corporate bonds, and overnight repurchase agreements. Money market accounts are held with qualified public depositories who meet the State of Florida requirements.

Custodial Risk – To mitigate custodial risk, broker/dealers must meet established capital requirements as set forth by the Securities Exchange Commission, be registered in the State of Florida, provide proof of registration, complete a broker/dealer questionnaire, certify understanding of the City's investment policy, and provide a copy of the most recent audit report. The City's investment policy does not place any limits on the amount allowed to be held by counterparties.

Concentration of Credit Risk – The City's investment policy requires that investments be diversified by security type and institution. No more than 50% of the City's funds will be invested with the same issuer, dealer or banking institution and no more than 20% of the City's funds will be invested beyond five years in any security with the same maturity date.

A reconciliation of the City's cash and investments to the financial statements is as follows:

	<u>City</u>
Cash in Bank and On Hand	\$ 23,853
Investments	<u>109,891</u>
	<u>133,744</u>
<u>Financial Statements:</u>	
Cash and Cash Equivalents	79,348
Restricted Cash and Investments	<u>54,396</u>
	<u>\$ 133,744</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

NOTE 3 – RECEIVABLES

The following is a detailed listing of receivables for the City's individual major funds and the aggregate of nonmajor funds at September 30, 2022. Special assessment receivables are secured by liens placed on benefited properties at the time of the original assessment.

Description	General	Stormwater	Airport	Sanitation	Nonmajor and Internal		Total
					Service Funds	Pension Funds	
Accounts	\$ 6,916	\$ 411	\$ 226	\$ 560	\$ 217	\$ -	\$ 8,330
Interest	-	-	-	-	-	222	222
Special assessments	17	-	-	-	-	-	17
	6,933	411	226	560	217	222	8,569
Less: Allowance for uncollectibles	(2,914)	-	-	-	-	-	(2,914)
	<u>\$ 4,019</u>	<u>\$ 411</u>	<u>\$ 226</u>	<u>\$ 560</u>	<u>\$ 217</u>	<u>\$ 222</u>	<u>\$ 5,655</u>

The City is the lessor in contracts with outside parties for the right to use several facilities and infrastructure. The City entered into a 63-month lease agreement with the Central Florida Regional Transportation Authority for use of facility space and parking with a fixed monthly payment of \$8 at an interest rate of .632%. The City entered into a 24-month lease agreement with Terry's Electric for use of facility space with a fixed monthly payment of \$2 at an interest rate of .248%. At September 30, 2022, the City had outstanding lease receivables of \$418. During the fiscal year, the City recognized \$114 in lease revenue and \$3 in lease interest revenue.

The City is the lessor in sixteen agreements that qualify to be treated as regulated in accordance with the requirements of GASB Statement No. 87, *Leases*. The City leases land and facilities for airport grounds, hangars, aeronautical-related storage and other facility use through 2042. The City received \$516 during the current fiscal year related to these leases. As of September 30, 2022, the remaining nominal amount of revenue that will be recognized over the lease term associated with these leases amounts to \$5,583 as outlined below.

Governmental Activities:	
Fiscal Year	Revenue
2023	\$ 549
2024	487
2025	467
2026	437
2027	437
2028 - 2032	1,429
2033 - 2037	1,119
2038 - 2042	658
Total	<u><u>\$ 5,583</u></u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

NOTE 4 – INTERFUND ACCOUNTS

Individual interfund receivables, payables and transfers with a description of their purpose at September 30, 2022 are:

	<u>Due From</u>	<u>Due To</u>	<u>Purpose</u>
General Fund	\$ 1,777	\$ -	To cover negative pooled cash position of funds
Airport	-	1,131	Transfer for project expenditures
Nonmajor Funds:			
Special Revenue Funds	-	646	To cover negative pooled cash position of funds
	<u>\$ 1,777</u>	<u>\$ 1,777</u>	
	<u>Advance To</u>	<u>Advance From</u>	<u>Purpose</u>
Sanitation	-	3,640	To fund purchase of new Sanitation equipment
2022A Revenue Refunding Bond	3,640	-	from proceeds of governmental 2022A Revenue bond
	<u>\$ 3,640</u>	<u>\$ 3,640</u>	
	<u>Transfer In</u>	<u>Transfers Out</u>	<u>Purpose</u>
General Fund	\$ 1,381	\$ 5,297	Transfer to cover debt service payments
Local Option Sales Tax	2,323	4,400	Transfer for grant match funding and debt service
Stormwater	-	354	Transfer to General Fund for PILOT
Airport	-	2	
Sanitation	-	308	Transfer to General Fund for PILOT
Nonmajor Funds:			
Special Revenue Funds	2,545	3,062	Transfer for grant match funding and debt service
Debt Service Funds	7,144	-	Transfer to cover debt service payments
Internal Service Funds	30	-	Building and software costs
	<u>\$ 13,423</u>	<u>\$ 13,423</u>	

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

NOTE 5 – CAPITAL ASSETS

A. Changes in Capital Assets

The following tables show the changes in capital assets by governmental activities and business-type activities. Also shown is a summary of depreciation and amortization expense by function:

Governmental Activities	Balance 10/01/2021 *	Increases	Decreases	Balance 9/30/2022
Capital Assets, Not Being Depreciated:				
Land	\$ 45,857	\$ 439	\$ -	\$ 46,296
Construction In Progress	47,637	2,487	(221)	49,903
Total Capital Assets, Not Being Depreciated	93,494	2,926	(221)	96,199
Capital Assets, Being Depreciated:				
Buildings				
Charter School	1,464	40	-	1,504
Other City	17,061	52	-	17,113
Improvements other than buildings				
Charter School	183	278	-	461
Other City	204,695	1,998	-	206,693
Parking Capacity				
Other City	15,502	-	-	15,502
Software				
Charter School	59	-	-	59
Other City	2,285	29	-	2,314
Right-to-Use Equipment				
Other City	26	4,433	-	4,459
Equipment				
Charter School	1,144	3	-	1,147
Other City	38,641	2,588	(979)	40,250
Total Capital Assets Being Depreciated	281,060	9,421	(979)	289,502

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Governmental Activities	Balance 10/01/2021 *	Increases	Decreases	Balance 9/30/2022
Less Accumulated Depreciation For:				
Buildings				
Charter School	(685)	(82)	-	(767)
Other City	(9,336)	(241)	-	(9,577)
Improvements other than buildings				
Charter School	(133)	(22)	-	(155)
Other City	(57,771)	(5,728)	-	(63,499)
Parking Capacity				
Other City	(14,742)	-	-	(14,742)
Software				
Charter School	(59)	-	-	(59)
Other City	(1,257)	(774)	-	(2,031)
Right-to-Use Equipment				
Other City	-	(495)	-	(495)
Equipment				
Charter School	(1,045)	(36)	-	(1,081)
Other City	(25,507)	(3,986)	753	(28,740)
Total Accumulated Depreciation	(110,535)	(11,364)	753	(121,146)
Total Capital Assets, Being Depreciated, Net	170,525	(1,943)	(226)	168,356
Governmental Activities Capital Assets, Net	\$ 264,019	\$ 983	\$ (447)	\$ 264,555

* The beginning balance has been restated due to the effects of GASB Statement No. 87, *Leases*.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

	Beginning Balance 10/1/2021	Increases	Decreases	Ending Balance 9/30/2022
Business-type Activities				
<u>Stormwater Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,583	\$ -	\$ -	\$ 1,583
Construction In Progress	469	445	-	914
Total Capital Assets, Not Being Depreciated:	2,052	445	-	2,497
Capital Assets, Being Depreciated/Amortized:				
Buildings	509	-	-	509
Improvements other than Buildings	30,242	-	-	30,242
Software	57	-	-	57
Equipment	6,584	169	(253)	6,500
Total Capital Assets Being Depreciated	37,392	169	(253)	37,308
Less Accumulated Depreciation For:				
Buildings	(406)	(738)	-	(1,144)
Improvements other than Buildings	(7,739)	(21)	-	(7,760)
Software	(20)	-	-	(20)
Equipment	(3,952)	(608)	252	(4,308)
Total Accumulated Depreciation	(12,117)	(1,367)	252	(13,232)
Total Capital Assets, Being Depreciated, Net	25,275	(1,198)	(1)	24,076
Stormwater Fund Capital Assets, Net	<u>\$ 27,327</u>	<u>\$ (753)</u>	<u>\$ (1)</u>	<u>\$ 26,573</u>
<u>Airport Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 309	\$ -	\$ -	\$ 309
Construction In Progress	3,279	579	-	3,858
Total Capital Assets, Not Being Depreciated	3,588	579	-	4,167
Capital Assets, Being Depreciated/Amortized:				
Buildings	12,750	13	-	12,763
Improvements other than Buildings	16,700	3,034	-	19,734
Software	272	-	-	272
Equipment	809	3	(36)	776
Total Capital Assets Being Depreciated	30,531	3,050	(36)	33,545
Less Accumulated Depreciation For:				
Buildings	(7,586)	(342)	-	(7,928)
Improvements other than Buildings	(3,872)	(847)	-	(4,719)
Software	(91)	(6)	-	(97)
Equipment	(685)	(20)	35	(670)
Total Accumulated Depreciation	(12,234)	(1,215)	35	(13,414)
Total Capital Assets, Being Depreciated, Net	18,297	1,835	(1)	20,131
Airport Fund Capital Assets, Net	<u>\$ 21,885</u>	<u>\$ 2,414</u>	<u>\$ (1)</u>	<u>\$ 24,298</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

	Beginning Balance 10/1/2021	Increases	Decreases	Ending Balance 9/30/2022
<u>Sanitation Fund</u>				
Capital Assets, Not Being Depreciated:				
Construction In Progress	\$ -	\$ -	\$ -	\$ -
Total Capital Assets, Not Being Depreciated	-	-	-	-
Capital Assets, Being Depreciated:				
Buildings	\$ 407	\$ -	\$ -	\$ 407
Improvements other than Buildings	205	-	-	205
Equipment	5,657	1,160	(29)	6,788
Total Capital Assets Being Depreciated	6,269	1,160	(29)	7,400
Less Accumulated Depreciation For:				
Buildings	(330)	(29)	-	(359)
Improvements other than Buildings	(117)	(15)	-	(132)
Equipment	(3,346)	(651)	29	(3,968)
Total Accumulated Depreciation	(3,793)	(695)	29	(4,459)
Total Capital Assets, Being Depreciated, Net	2,476	465	-	2,941
Sanitation Fund Capital Assets, Net	<u>\$ 2,476</u>	<u>\$ 465</u>	<u>\$ -</u>	<u>\$ 2,941</u>
<u>Total Business-type Activities</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,892	\$ -	\$ -	\$ 1,892
Construction In Progress	3,748	1,024	-	4,772
Total Capital Assets, Not Being Depreciated	5,640	1,024	-	6,664
Capital Assets, Being Depreciated/Amortized:				
Buildings	13,666	13	-	13,679
Improvements other than Buildings	47,147	3,034	-	50,181
Software	329	-	-	329
Equipment	13,050	1,332	(318)	14,064
Total Capital Assets Being Depreciated	74,192	4,379	(318)	78,253
Less Accumulated Depreciation For:				
Buildings	(8,322)	(1,109)	-	(9,431)
Improvements other than Buildings	(11,728)	(883)	-	(12,611)
Software	(111)	(6)	-	(117)
Equipment	(7,983)	(1,279)	316	(8,946)
Total Accumulated Depreciation	(28,144)	(3,277)	316	(31,105)
Total Capital Assets, Being Depreciated, Net	46,048	1,102	(2)	47,148
Total Business-type Activities, Net	<u>\$ 51,688</u>	<u>\$ 2,126</u>	<u>\$ (2)</u>	<u>\$ 53,812</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Governmental Activities:

Depreciation and Amortization Expense By Function

General Government	\$	2,435
Public Safety		3,458
Transportation		3,125
Culture/Recreation		1,877
Capital assets held by the City's internal service funds are charged to the various functions based on their usage of the assets		469
Total Governmental Activities Depreciation and Amortization	\$	<u>11,364</u>

Business-type Activities:

Depreciation Expense By Function

Stormwater	\$	1,367
Airport		1,215
Sanitation		695
	\$	<u>3,277</u>

B. Net Capital Assets

The following is a summary of net capital assets as shown on the government-wide statement of net position:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Land	\$ 46,296	\$ 1,892	\$ 48,188
Buildings	18,617	13,679	32,296
Improvements other than Buildings	207,154	50,181	257,335
Parking Capacity	15,502	-	15,502
Software	2,373	329	2,702
Right to Use Buildings	-	-	-
Right to Use Equipment	4,459	-	4,459
Equipment	41,397	14,064	55,461
Construction in Progress	<u>49,903</u>	<u>4,772</u>	<u>54,675</u>
	385,701	84,917	470,618
Less: Accumulated Depreciation	<u>(121,146)</u>	<u>(31,105)</u>	<u>(152,251)</u>
Capital Assets, net	<u>\$ 264,555</u>	<u>\$ 53,812</u>	<u>\$ 318,367</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

C. Construction Commitments

The following is a schedule of significant capital construction projects with remaining commitment amounts of greater than \$1 million as of September 30, 2022:

Projects	Spent-to-Date	Remaining Commitment
Beaumont Project	\$ 655	\$ 5,506
Taxiway E Improvement	-	5,275
Woodside Drainage mitigation	-	3,400
Lancaster Ranch Park	-	2,832
Berlinsky Community House	-	2,178
ROW Acquisitions for JYP @ Oak St Intersection	-	1,391
Thacker Avenue/Patrick Street project	-	1,201
Lakefront Park	-	1,186
Total	\$ 655	\$ 22,969

NOTE 6 – LEASES PAYABLE

The City is the lessee of equipment throughout its operations. The City leases an offsite technology data storage unit for 24 months with fixed monthly payments of \$1 at an interest rate of .248%. In March 2022, the City entered into a 60-month lease for traffic safety equipment with fixed monthly payments of \$75 at an interest rate of .632%. At September 30, 2022, the City's lease liability is \$4,009. Debt service requirements to maturity for the City's leases payable are as follows.

Governmental Activities:	Leases Payable	
Fiscal Year	Principal	Interest
2023	\$ 890	\$ 23
2024	884	18
2025	889	12
2026	894	6
2027	452	1
Total	\$ 4,009	\$ 60

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

NOTE 7 – LONG-TERM LIABILITIES

A. Schedule of Changes in Long-term Liabilities

The City's outstanding long-term liabilities includes revenue bonds payable, notes from direct borrowings and direct placements, leases payable, financed purchases, claims payable, net pension liability, other postemployment benefits, and compensated absences. The following is a schedule of changes in the City's long-term liabilities for the fiscal year ended September 30, 2022:

	<u>Balance</u> <u>10/01/21 *</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>9/30/22</u>	<u>Due Within</u> <u>One Year</u>	<u>Long-term</u> <u>Portion</u>
Governmental Activities:						
Notes from Direct Borrowings and						
Direct Placements	\$ 35,985	\$ -	\$ (19,450)	\$ 16,535	\$ 3,210	\$ 13,325
Revenue Bonds	36,356	26,730	(1,563)	61,523	1,840	59,683
Bond Premium	4,033	-	(161)	3,872	-	3,872
subtotal Revenue Bonds	40,389	26,730	(1,724)	65,395	1,840	63,555
Financed Purchases	3,369	-	(568)	2,801	576	2,225
Leases Payable	26	4,433	(450)	4,009	890	3,119
Claims Payable	4,752	9,816	(9,937)	4,631	2,315	2,316
Net Pension Liability	21,031	51,234	-	72,265	-	72,265
Other Postemployment Benefits	6,534	756	(230)	7,060	308	6,752
Compensated Absences	2,662	2,729	(2,756)	2,635	527	2,108
Governmental Activity						
Long-term Liabilities	<u>\$ 114,722</u>	<u>\$ 95,698</u>	<u>\$ (35,115)</u>	<u>\$ 175,331</u>	<u>\$ 9,666</u>	<u>\$ 165,665</u>
Business-type Activities:						
Net Pension Liability	\$ 886	\$ 4,047	\$ -	\$ 4,933	\$ -	\$ 4,933
Other Postemployment Benefits	710	44	-	754	-	754
Compensated Absences	208	305	(333)	180	36	144
Business-type Activity						
Long-term Liabilities	<u>\$ 1,804</u>	<u>\$ 4,396</u>	<u>\$ (333)</u>	<u>\$ 5,867</u>	<u>\$ 36</u>	<u>\$ 5,831</u>

* The beginning balance has been restated due to the effects of GASB Statement No. 87, *Leases*.

Governmental activities' compensated absences, net pension liability and other postemployment benefits liability will be liquidated in future periods primarily by the General Fund and Central Services Fund.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

B. Debt Service Requirements

The following are the debt service requirements to maturity on the City's outstanding revenue bonds and notes payable:

Governmental Activities:	Notes from Direct		Revenue Bonds		Total
	Borrowings and Placements				
Fiscal Year	Principal	Interest	Principal	Interest	
2023	\$ 3,210	\$ 483	\$ 1,840	\$ 2,625	\$ 8,158
2024	2,385	385	1,255	2,576	6,601
2025	2,475	313	1,310	2,521	6,619
2026	1,050	239	1,370	2,464	5,123
2027	1,140	209	1,100	2,404	4,853
2028-2032	4,925	563	5,830	11,292	22,610
2033-2037	1,350	58	8,945	9,771	20,124
2038-2042	-	-	11,500	7,662	19,162
2043-2047	-	-	14,470	4,694	19,164
2048-2052	-	-	13,903	1,418	15,321
Total	\$ 16,535	\$ 2,250	\$ 61,523	\$ 47,427	\$ 127,735

C. Debt Defeasance and Refundings

The City refunds and/or defeases long-term debt primarily to reduce debt service requirements. Since U.S. government securities are held in escrow for the payment of principal and interest on these bonds, they are not liabilities to the City and are not included in the City's financial statements. As of September 30, 2022, the City has no outstanding bonds issued by the City, which were funded in previous years by the placement of assets in an irrevocable trust to be used for satisfying debt service requirements. During the fiscal year, the City refinanced the 2021 commercial paper loan with the issuance of the 2022A revenue refunding bond in the amount of \$16,350 to pay off the loan. There was no material savings/loss on the refinancing.

D. Financed Purchases

The City has financed purchases outstanding at year-end. The gross cost of the equipment acquired with these agreements is \$4,123 for governmental activities. The following is a summary schedule of these finance obligations and their net present value.

Year Ending September 30	Governmental Activities
2023	\$ 631
2024	631
2025	631
2026	582
2027	162
2028 - 2032	362
Total minimum payments	2,999
Less: amount representing interest	(198)
Present value of minimum payments	\$ 2,801

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

E. Bonds and Notes Outstanding

The City has revenue bonds and notes outstanding at September 30, 2022. The revenue bonds and notes under governmental activities are secured by several pledged revenue sources. The following is a summary schedule of these long-term obligations of the City including purpose of issue, interest rate, debt maturity, and their impact on those present and future pledged revenue sources:

<u>Governmental Activities:</u>	<u>Revenue Pledged</u>	<u>Amount Issued</u>	<u>Principal Outstanding</u>	<u>Total Pledged Revenue (1)</u>	<u>Future Pledged Revenue Over Debt Service Required (2)</u>	<u>Current Year Debt Svc Paid</u>	<u>Current Year Total Revenue (3)</u>
Notes from Direct Borrowings and Direct Placements:							
2010A Capital Improvement Refunding Note Maturity: 2023, Interest Rate: 2.61% Purpose: Refunding 2005 Series Note	Local option sales tax	\$ 9,500	\$ 910	\$ 939	8.6%	\$ 932	\$ 10,783
2010B Capital Improvement Revenue Note Maturity: 2025, Interest Rate: 2.79% Purpose: Road Improvements	Local option sales tax	8,000	2,120	2,240	6.9%	748	10,783
2010C Capital Improvement Revenue Note Maturity: 2030, Interest Rate: 2.69% Purpose: Road Improvements	N/A	4,000	2,120	2,388	N/A	283	N/A
2021 Commercial Paper Note Maturity: 2026, Interest Rate: 1.60% Purpose: Various	N/A	16,350	-	-	N/A	-	N/A
2011B Capital Improvement Refunding Note Maturity: 2025, Interest Rate: 2.86% Purpose: Road Improvements	Local option sales tax	9,140	2,190	2,343	7.5%	811	10,783
2014A Capital Improvement Revenue Note Maturity: 2034, Interest Rate: 2.86% Purpose: Lakefront Park and Road Improvements	Local option sales tax	9,600	6,695	8,031	5.8%	623	10,783
2015B CRA Refunding Revenue Note Maturity: 2030, Interest Rate: 2.81% Purpose: Refund 2009 CRA Note	N/A	3,820	<u>2,500</u>	2,845	N/A	281	N/A
	Total Revenue Notes		<u>16,535</u>				

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Governmental Activities:	Revenue Pledged	Amount Issued	Principal Outstanding	Total Pledged Revenue (1)	Future Pledged Revenue Over Debt Service Required (2)	Current Year Debt Svc Paid	Current Year Total Revenue (3)
Revenue Bonds:							
2016 Capital Improvement Revenue Bonds Maturity: 2045, Interest Rate: 4.803% Purpose: Capital Improvements and Refunding	1/2 Cent Sales Tax, Public Serv & Comm Taxes	\$ 42,930	\$ 34,953	\$ 57,560	21.0%	\$ 2,949	\$ 14,076
2022A Revenue Refunding Bonds Maturity: 2051, Interest Rate: 4.35% Purpose: Capital Improvements, Refunding	1/2 Cent Sales Tax, Public Serv & Comm Taxes	23,950	23,790	46,194	3.9%	546	14,076
2022B Revenue Refunding Bonds Maturity: 2045, Interest Rate: 4.84% Purpose: Capital Improvements	1/2 Cent Sales Tax, Public Serv & Comm Taxes	2,780	2,780	5,197	0.4%	52	14,076
Excise Tax Revenue Bonds, Series 1982 Maturity: 2022, Interest Rate: 5.00% Purpose: Refunding	Occupational License Tax	500	-	-	14.6%	29	198
	Total Revenue Bonds		61,523				
Total Revenue Notes and Bonds - Governmental Activities			<u>\$ 78,058</u>				

(1) Total pledged revenue is the total outstanding principal and interest.

(2) Future pledged revenue over debt service required is calculated using the current year total revenues for the remaining years of debt service.

(3) Total pledged revenue for each outstanding debt issue is calculated based on its proportionate share of total annual debt service paid.

The City's revenue bonds and notes from direct borrowings and direct placements contain remedies for events of default that are dependent upon judicial actions that may be limited. For most of the City's debt, in the event a default is longer than 30 days after notice to the City, the registered owners of not less than 25% in aggregate principal of the individual outstanding debt instruments shall be entitled to the appointment of a receiver of the pledged revenues. The receiver shall be entitled to take possession of various funds and accounts established by the City upon issuance of that debt, and shall collect all pledged revenues to apply towards satisfaction of the outstanding principal and interest.

In the event of default under the City's line of credit, the bank shall have the right to declare all outstanding loan balances immediately due and payable or take legal action as necessary to collect the amounts then due.

NOTE 8 – EMPLOYEE RETIREMENT SYSTEMS

The City administers three public employee retirement systems for all full-time employees. The employees of the Tohopekalgia Water Authority (TWA) also participate in the general employees' retirement plan.

Actuarial studies were conducted on all three plans as of October 1, 2021. None of the three plans issue audited GAAP-basis stand-alone reports. All required disclosures and financial data are contained in the City's Annual Comprehensive Financial Report.

A. Description of Plans

The City administers the general employees', municipal police officers', and municipal firefighters' retirement plans. The general employees' retirement plan is a multi-employer cost sharing defined benefit plan while the municipal police officers' and municipal firefighters' retirement plans are both single employer defined benefit plans. All three plans are established by ordinance pursuant to Florida Statutes. These plans provide retirement, disability, and death benefits to plan members and their beneficiaries. All three plans may be amended by ordinances adopted by the City Commission for benefits, funding policies, contribution requirements, investment policies and other plan administration changes. However, the City must adhere to the restrictions and limitations set forth in Florida Statutes for the police officers' and firefighters' pension plans.

Each plan has a board of trustees that is responsible for the proper operation of the plan. The general employees' board consists of seven trustees, two of whom shall be appointed by the City Manager, two of whom shall be members of the system and who shall be elected by a majority of the general employees who are employed by the City and who are members of the system, one of whom shall be appointed by the TWA executive director and one of whom shall be a member of the system and elected by a majority of the general employees who are employed by TWA and who are members of the system. The seventh trustee shall be chosen by a majority of the previous six.

The police officers' and firefighters' boards consist of five trustees each, two of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the City Commission and two of whom shall be members of the system, who shall be elected by a majority of the police officers/firefighters who are members of the system. The fifth trustee shall be selected by a majority of the previous four trustees, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee.

B. Summary of Significant Accounting Policies

Basis of Accounting – The pension trust fund financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due and the employer has made a formal commitment to provide the contribution (i.e., the annual budget process). Benefits and refunds are recognized when due and payable in accordance with the terms of each plan. Costs of administering the plans are charged to the pension trust fund and factored into the City's contribution rate. Total net position in all three pension trust funds are held in trust for plan benefits.

Method Used to Value Investments – Investments are reported at fair value. Short-term investments are reported at amortized cost. Each pension plan board of trustees has the authority to establish and amend its investment policy. There were no investments in any one organization that represent 5 percent or more of plan total assets in any of the pension trust funds.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

C. Membership and Contribution Information

Membership of each plan consisted of the following at October 1, 2021, the date of the latest actuarial valuations:

	Pension Plans		
	General	Police	Firefighters'
	Employees'	Officers'	
Inactive Plan Members or Beneficiaries Currently			
Receiving Benefits	356	132	79
Inactive Plan Members Entitled to but Not Yet			
Receiving Benefits	112	26	29
Active Plan Members	424	134	97
Total	892	292	205

The City's contributions to the plans are actuarially determined and during fiscal year ended September 30, 2022 the City contributed \$3,811 to the General Employees Plan, \$3,196 to the Police Officers Plan, and \$3,082 to the Firefighters Plan. For the fiscal year ended September 30, 2022, the following plan provisions are listed below:

	Pension Plans		
	General	Police	Firefighters'
	Employees'	Officers'	
Required Plan Member Contribution	3.69% Tier 1 7.50% Tier 2	3.70% ¹	1.00% ²
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	Level Dollar, closed	Level % of pay, closed	Level % of pay, closed
Remaining Amortization Period	11 Years	25 Years	25 Years
Asset Valuation Method	20% of the difference between FMV and expected actuarial value	4 yr geometric average of market value returns	5 yr smooth mkt
Actuarial Assumptions:			
Investment rate of return	6.80%	7.20%	7.20%
Projected salary increases	3.40% to 6.50%	Service based	Service based
Post retirement benefit increases	3.00%	3.50%	3.50%
Inflation and payroll growth	2.25%	2.5%, 0%	2.7%, 0%
Cost-of-living adjustments	None	1% per year age 55 to 65	None

¹ 5.00% for Members hired after May 6, 2014

² 3.00% for Members hired after December 31, 2012

D. Benefits Provided

General Employees'

Retirement Age

Normal: A member may retire following age 60 with 10 years of credited service.

Early: A member may elect to retire early upon the attainment of age 55 with 10 years of credited service.

Retirement Benefits

Normal: Tier 1 Members: 2.8% of Average Final Compensation (AFC) multiplied by years of credited service up to a maximum of 30 years. Tier 2 Members: 3% of AFC multiplied by years of credited service up to a maximum of 30 years.

Early: The normal retirement benefit is reduced by 2% for each year before normal retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service—return of employee contributions. five years or more receive vested portion of accrued pension payable at age 60 or earlier, if contributions are left in the fund, or refund of contributions with interest, when applicable. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	40
7	55
8	70
9	85
10	100

Disability

Any member with two or more years of service is eligible for service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 42% of AFC. Any member with two or more years of service is eligible for a non-service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 25% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 60 months, but no more than five years from the date of eligibility. The DROP balance as of September 30, 2022 is \$2,821.

Police Officers'

Retirement Age

Normal: Earlier of 1) Age 50 with 10 years of credited service or 2) the attainment of 25 years of credited service, regardless of age.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Early: Age 40 and 10 years of credited service. Age 40 with 15 years of credited service for members hired after May 6, 2014.

Retirement Benefits

Normal: 3.5% of the AFC for each year of service subject to a maximum of 100% of AFC. For members hired after May 6, 2014, 3% of AFC for each year of service subject to a maximum of 100% of AFC.

Early: Same as normal except reduced actuarially from Normal Retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service-return of employee contributions with 4.5% interest. Five years or more receive vested portion of accrued pension payable at age 50 or earlier, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Members' hired after May 6, 2014 are 100% vested upon the completion of 10 years of credited service.

Disability

All members are eligible for line of duty benefit; five years of credited service is needed for non-line of duty. Accrued pension benefit with a minimum of 42% of AFC if line of duty or 25% if non-line of duty. Under certain conditions, the minimum line of duty benefit is 80% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment (COLA)

Each retiree, beneficiary and disability retiree will receive a 1% increase in benefits each year on October 1st from age 55 to age 65. Member who retire prior to normal retirement date are not eligible for COLA.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP balance as of September 30, 2022 is \$739.

Firefighters'

Retirement Age

Normal: Earlier of 1) age 55 with 10 years of credited service, 2) age 52 with 25 years credited service or 3) the attainment of 30 years of credited service, regardless of age. For members hired prior to January 1, 2013, the normal retirement date is the earlier of 1) age 50 and 10 years of credited service and 2) the completion of 25 years of credited service, regardless of age.

Early: Age 50 and 10 years of credited service. Age 40 with 10 years of credited service for members hired prior to January 1, 2013.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Retirement Benefits

Normal: 3% of the AFC for each year of service, up to 30 years, and 2% for each year in excess of 30 years, subject to a maximum of 100% of AFC. Members hired prior to January 1, 2013, 3.23% of AFC for the first 30 years of credited service.

Early: Same as normal, reduced 3% per year for commencement within five years and reduced actuarially for commencement of benefits more than five years prior to the normal retirement date.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than 10 years of credited service-return of employee contributions with 4.5% interest. 10 years or more receive vested portion of accrued pension payable at age 50 or later, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Disability

All members are eligible for service connected disability benefits; five years of credited service is needed for non-service. Accrued pension benefit with a minimum of 42% of AFC if service connected or 25% if non-service connected.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 96 months, but no more than eight years from the date of eligibility. The DROP balance as of September 30, 2022 is \$1,000.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

E. Net Pension Liability of the Sponsor

The components of the net pension liability of the sponsor as of September 30, 2022 were as follows:

	Pension Plans		
	General* Employees'	Police Officers'	Firefighters'
Total Pension Liability	\$ 170,693	\$ 94,320	\$ 64,955
Plan Fiduciary Net Position	130,354	69,999	40,997
Sponsor's Net Pension Liability	40,339	24,321	23,958
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.37%	74.21%	63.12%

* Information shown above is for the City and Toho combined

The total pension liability for all plans was determined by an actuarial valuation as of October 1, 2021 using the following actuarial assumption applied to all measurement periods.

	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Inflation	2.25%	2.50%	2.70%
Salary Increases	3.40% to 6.50%	Service based	Service based
Investment Rate of Return	6.80%	7.20%	7.20%

Mortality rates for the General Employees' Fund were based on the PUB-2010 Mortality Table, projected to all future years after 2010 using scale MP-2018. Mortality rates for the Police Officers' and Firefighters' Funds were based on the PubG.H-2010 and PubS.H-2010 mortality tables, projected generationally with mortality improvement scale MP-2018.

Long-term Expected Rate of Return – The long-term expected rate of return on all pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflations) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocations as of September 30, 2022 are summarized in the following table:

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Asset Class	Pension Plans					
	General Employees'		Police Officers'		Firefighters'	
	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	45%	7.5%	-	-	38%	7.1%
International Equity	15%	8.5%	15%	8.5%	15%	3.1%
All Cap Value Equity	-	-	20%	7.5%	-	-
Broad Growth Equity	-	-	20%	7.5%	-	-
Domestic Fixed	20%	2.5%	5%	2.5%	-	-
Broad Market Fixed	-	-	25%	2.5%	-	-
Global Fixed	10%	6.2%	-	-	-	-
Real Estate	10%	4.5%	10%	4.5%	5%	6.4%
Private Equity	-	-	-	-	-	-
Global Bond	-	3.5%	5%	3.5%	-	-
Bonds	-	-	-	-	16%	2.0%
Convertibles	-	-	-	-	10%	6.4%
REITs	-	-	-	-	5%	6.9%
Infrastructure	-	-	-	-	6%	5.6%
Hedge Fund	-	-	-	-	5%	2.9%

Rate of Return – The following is a schedule for the annual money-weighted rate of return on Pension Plan investments, net of plan investment expense as of September 30, 2022:

Fiscal Year 2022	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Annual Money-Weighted Rate of Return			
Net of Investment Expense	-14.35%	-15.70%	-16.37%

Discount Rate – The discount rate used to measure the total General Employees' pension liability was 6.80%, the total Police Officers' pension liability was 7.20%, and the total Firefighters' pension liability was 7.20%. In the development of a single discount rate for the General Employees' pension liability, a long-term municipal bond rate of 4.40% was used based on the Fidelity 20-Year Municipal GO Bond Index.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and the sponsor contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability as shown in the table below.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	5.80%	6.80%	7.80%
General Employees' Fund City and Toho	\$ 60,520	\$ 40,339	\$ 23,414
General Employees' Fund City only	43,387	28,919	16,785

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	6.20%	7.20%	8.20%
Police Officers' Fund	\$ 35,933	\$ 24,321	\$ 14,713

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	6.20%	7.20%	8.20%
Firefighters' Fund	\$ 32,024	\$ 23,958	\$ 17,287

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Changes in Net Pension Liability			
	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>
Total pension liability			
Service Cost	\$ 2,435	\$ 2,024	\$ 1,405
Interest	8,023	6,502	4,337
Change in Excess State Money	-	-	-
Share Plan Allocation	-	-	-
Changes of Benefit Terms	-	-	-
Difference Between Actual & Expected Experience	(65)	(42)	1,848
Change in Employer's Proportion	4,940	-	-
Changes of Assumptions	2,597	-	-
Contributions - Buy Back	-	-	26
Benefit Payments	(5,591)	(4,885)	(2,987)
Net Change in Total Pension Liability	<u>12,339</u>	<u>3,599</u>	<u>4,629</u>
Total Pension Liability - Beginning	<u>110,031</u>	<u>90,721</u>	<u>60,326</u>
Total Pension Liability - Ending (a)	<u><u>\$ 122,370</u></u>	<u><u>\$ 94,320</u></u>	<u><u>\$ 64,955</u></u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 3,811	\$ 2,100	\$ 2,509
Contributions - State	-	1,096	573
Contributions - Member	678	426	195
Change in Employer's Proportion	4,746	-	-
Net Investment Income	(15,894)	(13,211)	(8,097)
Benefit Payments	(5,591)	(4,885)	(2,987)
Administrative Expense	(55)	(61)	(67)
Net Change in Plan Fiduciary Net Position	<u>(12,305)</u>	<u>(14,535)</u>	<u>(7,874)</u>
Plan Fiduciary Net Position - Beginning	<u>105,756</u>	<u>84,534</u>	<u>48,871</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 93,451</u></u>	<u><u>\$ 69,999</u></u>	<u><u>\$ 40,997</u></u>
Net Pension Liability - Ending (a)-(b)	28,919	24,321	23,958
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.37%	74.21%	63.12%
Covered Payroll	\$ 18,402	\$ 9,896	\$ 7,548
Net Pension Liability as a Percentage of Covered Payroll	157.15%	245.78%	317.41%

* Information shown above for the General Employees' plan is for the City portion only.

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of \$17,084, and had ending balances of deferred outflows for pensions of \$37,729, net pension liability of \$77,198, and deferred inflows for pensions of \$487 for its activities in three pension plans. The City recognized a pension expense of \$6,500 related to the general employees' pension fund in 2022. The City's proportionate share of the total Plan's net position is 71.69%. Employer contributions were used as a basis to determine the allocation; the allocation increased 3.08% from the prior year allocation of 68.61%. The City also reported deferred outflows of resources and deferred inflows of resources related to the general employees' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Inflow s of Resources
Differences between expected and actual experience	\$ 133	\$ 97	\$ 36
Change in cost-sharing allocation percentage	540	-	540
Assumptions changes	2,604	-	2,604
Net Difference between projected and actual earnings on pension plan investments	11,174	-	11,174
Total	\$ 14,451	\$ 97	\$ 14,354

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the General Employees' Plan:

Year Ending September 30	Net Outflow s of Resources
2023	\$ 4,096
2024	2,865
2025	2,706
2026	4,687
Total	\$ 14,354

For the year ended September 30, 2022, the City recognized a pension expense of \$5,503 related to the police officers' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the police officers' pension from the following sources.

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Inflow s of Resources
Differences between expected and actual experience	\$ 1,699	\$ 52	\$ 1,647
Change of assumptions	1,394	-	1,394
Net Difference between projected and actual earnings on pension plan investments	9,854	-	9,854
Total	\$ 12,947	\$ 52	\$ 12,895

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Police Officers' Plan:

Year Ending September 30	Net Outflow s of Resources
2023	\$ 3,312
2024	2,852
2025	2,890
2026	3,841
Total	\$ 12,895

For the year ended September 30, 2022, the City recognized a pension expense of \$5,081 related to the firefighters' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the firefighters' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Inflow s of Resources
Differences between expected and actual experience	\$ 2,140	\$ 338	\$ 1,802
Change of assumptions	2,073	-	2,073
Net Difference between projected and actual earnings on pension plan investments	6,118	-	6,118
Total	\$ 10,331	\$ 338	\$ 9,993

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Firefighters' Plan:

Year Ending September 30	Net Outflow s of Resources
2023	\$ 2,581
2024	2,348
2025	2,370
2026	2,694
Total	\$ 9,993

F. Combining Statements of the Pension Trust Funds

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2022
(In Thousands)

	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	Totals
ASSETS				
Cash and Cash Equivalents:	\$ 1,861	\$ 2,001	\$ 655	\$ 4,517
Receivable:				
Interest Receivable	127	75	20	222
Total Receivable:	127	75	20	222
Investments, at Fair Value:				
Fixed Income	35,339	18,437	3,720	57,496
Equities	75,288	26,615	18,113	120,016
Mutual Funds	17,739	10,287	11,422	39,448
Commingled Funds	-	12,584	7,037	19,621
Total Investments:	128,366	67,923	40,292	236,581
Total Assets	130,354	69,999	40,967	241,320
Net Position Restricted for Pension Benefits	\$ 130,354	\$ 69,999	\$ 40,967	\$ 241,320

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

CITY OF KISSIMMEE, FLORIDA				
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION				
PENSION TRUST FUNDS				
For The Year Ended September 30, 2022				
(In Thousands)				
	General			
	Employees'	Police Officers'	Firefighters'	
	Pension	Pension	Pension	Totals
ADDITIONS				
Contributions:				
Employer	\$ 3,811	\$ 2,101	\$ 2,509	\$ 8,421
Plan Members	946	426	195	1,567
State	-	1,096	573	1,669
Total Contributions	4,757	3,623	3,277	11,657
Investment earnings:				
Net increase (decrease) in fair value				
of investments	(26,338)	(15,006)	(8,992)	(50,336)
Interest and dividends	5,004	2,173	1,166	8,343
Total investment earnings (losses)	(21,334)	(12,833)	(7,826)	(41,993)
Less investment expense	859	379	301	1,539
Net investment earnings (losses)	(22,193)	(13,212)	(8,127)	(43,532)
Other contributions (Toho Water Authority)	1,504	-	-	1,504
Total Additions	(15,932)	(9,589)	(4,850)	(30,371)
DEDUCTIONS				
Benefits	7,799	4,885	2,987	15,671
Administrative Expense	55	61	67	183
Total Deductions	7,854	4,946	3,054	15,854
Change in Net Position	(23,786)	(14,535)	(7,904)	(46,225)
Net Position - Beginning of Year	154,140	84,534	48,871	287,545
Net Position - End of Year	\$ 130,354	\$ 69,999	\$ 40,967	\$ 241,320

NOTE 9 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. Plan Description, Benefit Terms and Contribution Requirements

The Other Postemployment Benefit Plan ("OPEB Plan") is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected. However, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. Since the older retirees actually have higher costs, it means that the City is subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees. GASB Statement No.75 calls this the "implicit rate subsidy".

Retirees and their dependents are permitted to remain covered under the City's respective medical and insurance plans as long as they pay a full premium applicable to coverage elected. This conforms to the minimum required of Florida governmental employers per Ch. 112.08, F.S. The City Commission has the authority to amend the benefits of the OPEB Plan. The OPEB Plan does not issue a audited GAAP-basis stand-alone report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

At measurement date September 30, 2021, the following employees were covered by the benefit terms:

Retirees and beneficiaries currently receiving benefits	23
Active employees	<u>617</u>
	640

Contributions (benefit payment reductions) to the OPEB Plan are shared by the retiree and the City. OPEB Plan participants must reimburse the City for the City's average blended cost. Contribution requirements of the City are established and may be amended through action by the City Commission.

B. Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total/net OPEB liability was September 30, 2021, one year prior to the City's fiscal reporting date of September 30, 2022. The measurement period for OPEB cost was October 1, 2020 to September 30, 2021. The components of the changes in the total OPEB liability are as follows:

<u>Total OPEB Liability</u>	<u>Fiscal Year 2022</u>
Service cost	\$ 477
Interest	183
Change in benefit terms	-
Difference between expected and actual experience	-
Change of assumptions and other inputs	176
Benefit payments	<u>(266)</u>
Net change in total OPEB liability	570
Total OPEB liability - beginning	<u>7,244</u>
Total OPEB liability - ending	<u>\$ 7,814</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 2.41% at the beginning of the measurement period to 2.19% as of September 30, 2021.

C. Actuarial Assumptions and Total OPEB Liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2022 was based on an actuarial valuation dated September 30, 2020 rolled forward to September 30, 2021 using the following actuarial assumptions:

Inflation	2.25% per annum
Discount rate	2.19%
Salary increases	Rates used in Oct 1, 2020 valuations of City pension plans
Mortality rates	Tables used in July 1, 2020 valuation of the Florida Retirement System (based on results of statewide experience study covering period 2013 through 2018)
Healthcare trend	Trend starting at 6.25% for claims costs and 15.07% for premiums, and thereafter trends based on Getzen model, with trend rate of 6.00% (effective Jan 2022) and gradually decreasing to ultimate trend rate of 3.99%

The development of per capita costs included aging factors based on the 2013 Society of Actuaries Study "Healthcare Costs – From Birth to Death". There have been no significant changes (other than premium rate increases) in any health benefits or life insurance benefits between September 30, 2021 and September 30, 2022.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Sensitivity of OPEB liability to healthcare cost trend rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare trend rate that is 1% lower or 1% higher than the current rate.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	\$ 6,816	\$ 7,814	\$ 9,016

D. Discount Rate and Total OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2022 was 2.19%. Because the City's OPEB costs are essentially funded on a pay-as-you-go funding structure, a municipal bond rate was used to determine the total OPEB liability for the OPEB Plan. Fidelity's 20-Year Municipal G.O. AA Index daily rate closest but not after the measurement date was used for this purpose.

Sensitivity of OPEB liability to discount rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	1.19%	2.19%	3.19%
Total OPEB Liability	\$ 8,687	\$ 7,814	\$ 7,054

E. OPEB Expense and Deferred Outflows/Deferred Inflows of Resources related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$475. At September 30, 2022, the City had deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 332	\$ 129
Change of assumptions	646	1,680
Transactions after measurement date	308	-
	<u>\$ 1,286</u>	<u>\$ 1,809</u>

Deferred outflows of resources of \$308 are reported by the City for employer benefit payments subsequent to the measurement date, and will be recognized as a reduction of the total OPEB liability in the year ended September 30, 2023. Deferred inflows of resources shown above will be recognized in OPEB expense in the following years.

Fiscal Year Ending	Net Inflows
2023	\$ (184)
2024	(184)
2025	(174)
2026	(149)
2027	(22)
Thereafter	(118)
	<u>\$ (831)</u>

NOTE 10 – RISK MANAGEMENT

The City has a risk management program accounted for in two internal service funds. The funds are used to account for the costs of employee health, workers' compensation, automobile, and general property and casualty programs. Other City funds are charged by this fund for policy premiums and claims for which the City is self-insured. The City maintains cash reserves in excess of \$1 million and carries excess coverage for claims between \$100 thousand and \$5 million on all coverage except criminal liability. Criminal liability excess coverage is carried for claims between \$50 thousand and \$250 thousand. During 2022, there were no reductions in insurance coverage, and over the past three years there were no settlements that exceeded insurance coverage. As of the fiscal year ended September 30, 2022, the total outstanding unpaid claims were \$4,752 which includes an estimate for incurred but not reported claims. Insurance premiums paid out of the funds totaled \$9,937 for the fiscal year ended September 30, 2022. The change in the claims liability for the past two years is as follows:

	Balance at Beginning of Fiscal Year	Current Year Claims and Changes in Estimates	Current Year Claims Payments or Other Adjustments	Balance at End of Fiscal Year
2021-2022	\$ 4,752	\$ 9,816	\$ (9,937)	\$ 4,631
2020-2021	4,510	9,300	(9,058)	4,752

NOTE 11 – NET INVESTMENT IN CAPITAL ASSETS CALCULATION

The elements for the calculation of this component of net position are as follows:

	Governmental Activities	Business-type Activities	Total
Capital Assets (Net)	\$ 264,555	\$ 53,812	\$ 318,367
Debt Related to Capital Assets	(84,940)	-	(84,940)
Other Liabilities Related to Capital Assets	(141)	(3,906)	(4,047)
Unspent Proceeds of Capital-Related Debt	6,942	3,640	10,582
	<u>\$ 186,416</u>	<u>\$ 53,546</u>	<u>\$ 239,962</u>

NOTE 12 – FUND BALANCE DEFICITS AND EXCESS OF EXPENDITURES OVER APPROPRIATIONS

The following funds have a deficit fund balance at September 30, 2022:

<u>Fund Name</u>	<u>Deficit Amounts</u>
<u>Deficit Fund Balances</u>	
Nonmajor Funds:	
Special Revenue Fund:	
Justice Assistance Grant	\$ (49)
Community Development Block Grant	(83)

Deficits in the grant funds represent amounts spent on grant programs that will ultimately be reimbursed from federal and state grantor agencies, or transfers from City funds for City match requirements in the subsequent period.

The Victim of Crime Act, Justice Assistance Grant, Charter School, 2010A Refunding Revenue Note, and 2011B Capital Refunding Note funds had excess of expenditures over appropriations of \$52, \$387, \$380, \$10, and \$18, respectively. There were sufficient transfers in and available fund balance to cover the excesses.

NOTE 13 – COMMITMENTS, RELATED PARTIES, AND CONTINGENCIES

Charter School - The City entered into an interlocal agreement with the Osceola County School Board to operate a charter elementary school within the City. Originally the City issued a tax-exempt note and built the school facilities. In 2011, the debt was refinanced at a fixed rate. The City entered into a contract with a management company to run the day-to-day operation of the school. The management company is required to report to the City Commission all activities and results of operations on a monthly and an annual basis. The City pays the management company based upon an approved operating budget. The City records revenue received from the Osceola County School Board, makes debt service payments on the notes, and pays the management company. The charter school is a separate legal entity. Financial activity for the revenues received and payments to the management company is reflected in the City's financial statements as part of the City's governmental funds.

Downtown Community Redevelopment Area Debt – The City issued the 2022 Capital Improvement Revenue Refunding Bonds which included a portion used to finance the cost of land acquisition and various infrastructure improvements known as the Beaumont Development Site. This project is included in the Downtown Community Redevelopment Area (Downtown CRA) redevelopment plan. The Downtown CRA will provide reimbursement to the City for its portion of the annual debt service payments on these bonds. During fiscal year 2022, the Downtown CRA paid interest in the amount of \$428.

Kissimmee Utility Authority – The Kissimmee Utility Authority (KUA) provides a payment to the City's General Fund annually. The minimum payment is a charter requirement of KUA. For the fiscal year ended September 30, 2022, the payment made by KUA to the City was \$18.9 million. KUA's total operating revenues for the fiscal year ended September 30, 2022 were \$259.1 million. KUA also provides customer billing services to the City's Solid Waste and Stormwater Utility Funds.

Tohopekaliga Water Authority – The Tohopekaliga Water Authority (TWA) was created effective October 1, 2003. The TWA was created pursuant to a state legislative act. The City and Osceola County agreed to transfer all assets, liabilities and operations of their water and sewer systems to the TWA. The TWA issued in excess of \$100 million in revenue bonds to pay off the City's utility revenue bonds, other outstanding obligations, and to provide for new construction and system expansion. TWA provides a payment to the City's General Fund annually. The annual amount for 2022 was \$8.4 million and all future annual amounts will be calculated based on the gross annual revenues of the system for an additional eight years.

Intergovernmental Grants - Amounts received or receivable from grantors are subject to audit and adjustment by grantor agencies, principally federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts to be immaterial. In September 2022, Hurricane Ian made landfall in the State of Florida and parts of the City experienced heavy wind and rain damage. The City is currently working with the Federal Emergency Management Agency (FEMA) on reimbursements for hurricane preparedness and recovery efforts which may take several years to complete. The total cumulative cost of these efforts and reimbursement is still being compiled.

Litigation - Various suits and claims arising in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of legal counsel, the City has sufficient insurance coverage to cover any claims and/or the liabilities that may arise from such action. The effect of such losses would not materially affect the financial position of the City or the results of its operations.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2022
(In Thousands)

Contingency - In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) pandemic. The outbreak of COVID-19 resulted in significant impacts on the US economy and the City. On September 8, 2021, the US Department of the Treasury, Coronavirus State and Local Government Fiscal Recovery Fund (CSLFRF) awarded the City \$18,070 as part of the American Rescue Plan Act (ARPA). The total award was provided in two tranches, with the first portion of \$9,035 received in late fiscal year 2021 and the second in late fiscal year 2022. The City's planned use of the ARPA funds includes the standard allowance for revenue loss replacement and infrastructure initiatives to benefit the community.

NOTE 14 – CHANGE IN ACCOUNTING PRINCIPLE

In fiscal year 2022, the City implemented a Government Accounting Standards Board (GASB) Statement No. 87, *Leases*, which resulted in a change in accounting principle for reporting certain leasing transactions including recognition of right-to-use intangible assets, lease receivables, lease liabilities and deferred inflows of resources in the government-wide and fund financial statements. The effect of this change in accounting principle resulted in a restatement of the City's assets, liabilities and deferred inflows; however, it did not result in a change to beginning net position or fund balance.

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules (GAAP BASIS):

- General Fund
- Major Special Revenue Fund:
 - Local Option Sales Tax

City Retirement Plans Schedules and Notes:

- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Actuarially Determined Contributions
- Plan Changes in Benefit Terms
- Change of Assumptions
- Methods and Assumptions used to Determine Contribution Rates
- Money-weighted Rate of Return

City Other Postemployment Benefits Plan Schedule:

- Schedule of Total OPEB Liability and Related Ratios

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u>
				<u>Over (Under)</u>
REVENUES AND OTHER SOURCES				
Taxes:				
Ad valorem	\$ 19,085	\$ 19,085	\$ 19,326	\$ 241
Utility taxes	7,405	7,405	7,459	54
Local business taxes	250	250	198	(52)
	<u>26,740</u>	<u>26,740</u>	<u>26,983</u>	<u>243</u>
Permits, Fees and Special Assessments:				
Franchise fees	200	200	230	30
Other permits and fees	2	2	7	5
	<u>202</u>	<u>202</u>	<u>237</u>	<u>35</u>
Intergovernmental Revenues:				
Federal grants	-	12	4,350	4,338
State grants	-	-	1	1
State revenue sharing	2,786	2,786	3,941	1,155
Half cent sales tax	5,706	5,706	6,618	912
Shared taxes and licenses	831	831	1,146	315
County shared revenue	2,649	2,649	2,732	83
Kissimmee Utility Authority	18,400	18,400	18,973	573
Tohopekaliga Water Authority	8,137	8,137	8,484	347
	<u>38,509</u>	<u>38,521</u>	<u>46,245</u>	<u>7,724</u>
Charges for Services:				
General government charges	639	639	803	164
Public safety charges	7,924	7,924	8,390	466
Physical environment charges	66	66	114	48
Transportation charges	312	312	284	(28)
Culture/recreation charges	1,030	1,030	1,035	5
	<u>9,971</u>	<u>9,971</u>	<u>10,626</u>	<u>655</u>
Fines and Forfeitures:				
Court fines and costs	257	257	655	398
Miscellaneous Revenue:				
Investment income	292	292	(240)	(532)
Rents	140	140	128	(12)
Other revenue	441	495	580	85
Sales of cemetery lots	214	214	398	184
	<u>1,087</u>	<u>1,141</u>	<u>866</u>	<u>(275)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budgeted Amounts</u>			Variance with
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget -</u>
			<u>Amounts</u>	<u>Over (Under)</u>
REVENUES AND OTHER SOURCES - Continued				
Transfers In:				
Stormwater Utility Fund	\$ 298	\$ 298	\$ 304	\$ 6
Charter School	637	637	637	-
Airport	83	83	2	(81)
Sanitation Fund	306	306	279	(27)
Other Nonmajor Funds	159	159	159	-
	<u>1,483</u>	<u>1,483</u>	<u>1,381</u>	<u>(102)</u>
Other Sources:				
Proceeds from Leases	-	-	4,433	4,433
	<u>-</u>	<u>-</u>	<u>4,433</u>	<u>4,433</u>
Total Revenues and Other Sources	<u>78,249</u>	<u>78,315</u>	<u>91,426</u>	<u>13,111</u>
EXPENDITURES AND OTHER (USES)				
General Government:				
City Commission:				
Personal Services	312	313	308	(5)
Operating	614	966	521	(445)
	<u>926</u>	<u>1,279</u>	<u>829</u>	<u>(450)</u>
City Manager:				
Personal Services	1,721	1,746	1,698	(48)
Operating	682	14,577	712	(13,865)
Capital Outlay	156	221	96	(125)
	<u>2,559</u>	<u>16,544</u>	<u>2,506</u>	<u>(14,038)</u>
Development Services:				
Personal Services	1,568	1,589	1,612	23
Operating	687	1,752	1,016	(736)
Capital Outlay	3	176	62	(114)
	<u>2,258</u>	<u>3,517</u>	<u>2,690</u>	<u>(827)</u>
Legal:				
Personal Services	659	668	637	(31)
Operating	302	470	115	(355)
Capital Outlay	-	9	9	-
	<u>961</u>	<u>1,147</u>	<u>761</u>	<u>(386)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u> <u>Over (Under)</u>
EXPENDITURES AND OTHER (USES) - Continued				
General Government:				
Finance:				
Personal Services	\$ 1,290	\$ 1,304	\$ 1,302	\$ (2)
Operating	295	463	320	(143)
Capital Outlay	7	156	13	(143)
	<u>1,592</u>	<u>1,923</u>	<u>1,635</u>	<u>(288)</u>
Personnel:				
Personal Services	1,112	1,114	817	(297)
Operating	179	230	131	(99)
Capital Outlay	11	11	8	(3)
	<u>1,302</u>	<u>1,355</u>	<u>956</u>	<u>(399)</u>
Central Service and Self Insurance Charges:				
Operating	8,261	8,261	8,261	-
	<u>8,261</u>	<u>8,261</u>	<u>8,261</u>	<u>-</u>
Total General Government	<u>17,859</u>	<u>34,026</u>	<u>17,638</u>	<u>(16,388)</u>
Public Safety:				
Police:				
Personal Services	23,477	23,502	22,770	(732)
Operating	3,308	3,528	2,877	(651)
Capital Outlay	1,020	1,372	1,041	(331)
	<u>27,805</u>	<u>28,402</u>	<u>26,688</u>	<u>(1,714)</u>
Fire:				
Personal Services	14,187	14,178	14,003	(175)
Operating	2,479	2,465	2,222	(243)
Capital Outlay	449	944	643	(301)
	<u>17,115</u>	<u>17,587</u>	<u>16,868</u>	<u>(719)</u>
Total Public Safety	<u>44,920</u>	<u>45,989</u>	<u>43,556</u>	<u>(2,433)</u>
Transportation:				
Public Works:				
Personal Services	2,769	2,769	2,908	139
Operating	2,976	3,075	2,216	(859)
Capital Outlay	109	1,438	4,619	3,181
Total Transportation	<u>5,854</u>	<u>7,282</u>	<u>9,743</u>	<u>2,461</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2022
(In Thousands)

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget -
			Amounts	Over (Under)
EXPENDITURES AND OTHER (USES) - Continued				
Culture/Recreation				
Recreation:				
Personal Services	\$ 5,840	\$ 5,840	\$ 5,358	\$ (482)
Operating	1,840	1,986	1,610	(376)
Capital Outlay	374	1,033	477	(556)
Total Culture / Recreation	8,054	8,859	7,445	(1,414)
Non-Departmental				
Bad Debt	2,030	2,030	1,431	(599)
Capital Reserves	27,882	29,438	-	(29,438)
Operating Reserves	882	865	-	(865)
Principal Retirement	46	363	755	392
Debt Service Interest and Costs	40	40	42	2
Total Non-Departmental	30,880	32,736	2,228	(30,508)
Other (Uses)				
Transfers Out	2,932	5,261	5,297	36
Total Other (Uses)	2,932	5,261	5,297	36
Total Expenditures and Other (Uses)	110,499	134,153	85,907	(48,246)
Excess of Revenues and Other				
Sources Over Expenditures	(32,250)	(55,838)	5,519	61,357
and Other (Uses)				
Fund Balance - Beginning of Year	32,250	55,838	39,392	(16,446)
Fund Balance - End of Year	\$ -	\$ -	\$ 44,911	\$ 44,911

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX
For the Year Ended September 30, 2022
(In Thousands)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	\$ 9,073	\$ 9,073	\$ 10,783	\$ 1,710
Charges for Services	-	-	169	169
Investment Income (Loss)	20	20	68	48
Total Revenues	<u>9,093</u>	<u>9,093</u>	<u>11,020</u>	<u>1,927</u>
EXPENDITURES				
Current				
General Government	570	1,031	289	742
Public Safety	695	3,308	224	3,084
Transportation	825	5,790	552	5,238
Culture/Recreation	190	1,138	102	1,036
Debt Service				
Principal Retirement	389	355	251	104
Interest and Fiscal Charges	-	35	62	(27)
Capital Outlay	5,482	7,786	-	7,786
Total Expenditures	<u>8,151</u>	<u>19,443</u>	<u>1,480</u>	<u>17,963</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	942	(10,350)	9,540	19,890
OTHER FINANCING SOURCES (USES)				
Transfers In	-	2,323	2,323	-
Transfers (Out)	(4,333)	(4,376)	(4,400)	(24)
Issuance of Leases	-	2,320	-	(2,320)
Total Other Financing Sources (Uses)	<u>(4,333)</u>	<u>267</u>	<u>(2,077)</u>	<u>(2,344)</u>
Net Change in Fund Balance	(3,391)	(10,083)	7,463	17,546
Fund Balance (Deficit) - Beginning	3,391	10,083	6,652	(3,431)
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,115</u>	<u>\$ 14,115</u>

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees')

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service Cost	\$ 3,397	\$ 3,023	\$ 2,765	\$ 2,651	\$ 2,535	\$ 2,440	\$ 2,437	\$ 2,362	\$ 2,383
Interest	11,191	11,086	10,588	10,108	9,687	9,095	8,589	8,227	7,758
Benefit changes	-	-	-	1,063	-	-	-	-	339
Assumption changes	3,622	1,414	1,632	-	1,492	1,397	-	-	-
Difference Between Actual & Expected Experience	(90)	(154)	938	(460)	(54)	595	919	(952)	(12)
Benefit Payments and Refunds	(7,799)	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Net Change in Total Pension Liability	10,321	7,694	8,807	6,497	7,838	7,935	7,088	4,735	6,985
Total Pension Liability - Beginning	160,372	152,678	143,871	137,374	129,536	121,601	114,513	109,778	102,793
Total Pension Liability - Ending (a)	\$ 170,693	\$ 160,372	\$ 152,678	\$ 143,871	\$ 137,374	\$ 129,536	\$ 121,601	\$ 114,513	\$ 109,778
Plan Fiduciary Net Position									
Contributions - Employer (from City and Toho)	\$ 5,315	\$ 4,825	\$ 4,361	\$ 4,338	\$ 4,119	\$ 3,851	\$ 3,579	\$ 3,587	\$ 3,135
Contributions - Member	946	942	939	875	880	849	856	841	844
Net Investment Income	(22,171)	27,623	10,509	4,225	7,866	12,906	8,257	1,129	7,817
Benefit Payments	(7,799)	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Administrative Expense	(78)	(87)	(58)	(79)	(47)	(54)	(76)	(76)	(65)
Net Change in Plan Fiduciary Net Position	(23,787)	25,628	8,635	2,494	6,996	11,960	7,759	579	8,248
Plan Fiduciary Net Position - Beginning	154,141	128,513	119,878	117,384	110,388	98,428	90,669	90,090	81,842
Plan Fiduciary Net Position - Ending (b)	\$ 130,354	\$ 154,141	\$ 128,513	\$ 119,878	\$ 117,384	\$ 110,388	\$ 98,428	\$ 90,669	\$ 90,090
Net Pension Liability - Ending (a)-(b)	40,339	6,231	24,165	23,993	19,990	19,148	23,173	23,844	19,688
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.37%	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 23,734	\$ 23,739	\$ 23,521	\$ 22,188	\$ 21,266	\$ 20,671	\$ 20,342	\$ 19,872	\$ 20,096
Net Pension Liability as a Percentage of Covered Payroll	169.96%	26.25%	102.74%	108.14%	94.00%	92.63%	113.92%	119.99%	97.97%

This schedule represents entire plan with City and Toho combined.

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees' City Only)

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service Cost	\$ 2,435	\$ 2,074	\$ 1,860	\$ 1,654	\$ 1,594	\$ 1,485	\$ 1,442	\$ 1,378	\$ 1,390
Interest	8,023	7,606	7,123	6,308	6,090	5,535	5,084	4,798	4,524
Benefit Changes	-	-	-	664	-	-	-	-	198
Change in Employer's Proportion	4,940	2,047	6,991	(632)	2,605	2,030	997	-	-
Change in Assumptions	2,597	970	1,098	-	938	850	-	-	-
Difference Between Actual & Expected Experience	(65)	(106)	631	(287)	(34)	362	544	(555)	(7)
Benefit Payments	(5,591)	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Net Change in Total Pension Liability	12,339	7,325	12,916	3,423	7,532	6,859	5,192	2,762	4,073
Total Pension Liability - Beginning	110,031	102,706	89,790	86,367	78,835	71,976	66,784	64,022	59,949
Total Pension Liability - Ending (a)	\$ 122,370	\$ 110,031	\$ 102,706	\$ 89,790	\$ 86,367	\$ 78,835	\$ 71,976	\$ 66,784	\$ 64,022
Plan Fiduciary Net Position									
Contributions - Employer	\$ 3,811	\$ 3,311	\$ 2,935	\$ 2,708	\$ 2,591	\$ 2,345	\$ 2,119	\$ 2,088	\$ 1,984
Contributions - Member	678	646	632	546	554	517	507	490	492
Change in Employer's Proportion	4,746	1,723	5,824	(541)	2,218	1,641	789	-	-
Net Investment Income	(15,894)	18,952	7,069	2,637	4,945	7,855	4,887	663	4,404
Benefit Payments	(5,591)	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Administrative Expense	(55)	(60)	(39)	(49)	(30)	(33)	(45)	(44)	(38)
Net Change in Plan Fiduciary Net Position	(12,305)	19,306	11,634	1,017	6,617	8,922	5,382	338	4,810
Plan Fiduciary Net Position - Beginning	105,756	86,450	74,816	73,799	67,182	58,260	52,878	52,540	47,730
Plan Fiduciary Net Position - Ending (b)	\$ 93,451	\$ 105,756	\$ 86,450	\$ 74,816	\$ 73,799	\$ 67,182	\$ 58,260	\$ 52,878	\$ 52,540
City's Proportionate % of Total Plan Net Position	71.69%	68.61%	72.11%	62.41%	62.87%	60.86%	59.19%	58.32%	58.32%
Net Pension Liability - Ending (a)-(b)	28,919	4,275	16,256	14,974	12,568	11,653	13,716	13,906	11,482
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.37%	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 18,402	\$ 18,002	\$ 17,506	\$ 16,032	\$ 14,740	\$ 13,947	\$ 13,653	\$ 12,852	\$ 12,758
Net Pension Liability as a Percentage of Covered Payroll	157.15%	23.75%	92.86%	93.40%	85.26%	83.55%	100.46%	108.20%	90.00%

This schedule represents only the City's portion of the Net Pension Liability.

Until a full 10-year trend is compiled, information for those years available is presented.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service Cost	\$ 2,024	\$ 1,902	\$ 1,835	\$ 1,773	\$ 2,008	\$ 1,838	\$ 1,911	\$ 1,841	\$ 1,815
Interest	6,502	6,101	5,852	5,590	5,544	5,299	4,818	4,577	4,317
Change in Excess State Money	-	-	-	-	-	-	(328)	-	-
Share Plan Allocation	-	-	-	-	-	-	218	-	-
Change of Benefit Terms	-	-	616	-	-	-	(68)	-	-
Difference Between Actual & Expected Experience	(42)	2,364	702	(88)	953	(889)	1,136	(427)	-
Changes of Assumptions	-	1,985	508	-	861	-	1,127	-	-
Benefit Payments	(4,885)	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Net Change in Total Pension Liability	3,599	8,015	4,752	3,104	5,755	3,132	5,692	3,142	3,175
Total Pension Liability - Beginning	90,721	82,706	77,954	74,850	69,095	65,963	60,271	57,129	53,954
Total Pension Liability - Ending (a)	\$94,320	\$90,721	\$82,706	\$77,954	\$74,850	\$69,095	\$65,963	\$60,271	\$57,129
Plan Fiduciary Net Position									
Contributions - Employer	\$ 2,100	\$ 1,597	\$ 1,871	\$ 1,893	\$ 1,971	\$ 1,882	\$ 1,948	\$ 1,907	\$ 2,476
Contributions - State	1,096	951	1,081	799	747	655	582	521	501
Contributions - Member	426	397	378	366	321	295	275	270	253
Net Investment Income	(13,211)	14,352	6,349	2,480	6,229	5,845	4,519	1,144	4,412
Benefit Payments	(4,885)	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Administrative Expense	(61)	(47)	(49)	(65)	(47)	(42)	(46)	(48)	(51)
Net Change in Plan Fiduciary Net Position	(14,535)	12,913	4,869	1,302	5,610	5,519	4,156	945	4,634
Plan Fiduciary Net Position - Beginning	84,534	71,621	66,752	65,450	59,840	54,321	50,165	49,220	44,586
Plan Fiduciary Net Position - Ending (b)	\$69,999	\$84,534	\$71,621	\$66,752	\$65,450	\$59,840	\$54,321	\$50,165	\$49,220
Net Pension Liability - Ending (a)-(b)	24,321	6,187	11,085	11,202	9,400	9,255	11,642	10,106	7,909
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	74.21%	93.18%	86.60%	85.63%	87.44%	86.61%	82.35%	83.23%	86.16%
Covered Payroll	\$ 9,896	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Net Pension Liability as a Percentage of Covered Payroll	245.78%	66.15%	122.25%	131.03%	118.68%	119.81%	155.10%	130.33%	115.61%

Until a full 10-year trend is compiled, information for those years available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Note to the Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 9/30/15 measurement period which includes DROP.

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 amended for provisions for Pre-Retirement Death. An Actuarial Impact was issued for this change.

For measurement date 09/30/16, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 2939 which made the following changes:

- Resumption of prior graded vesting schedule for Members who were employed prior to 05/06/14.
- Allocation of a portion of the Excess State Monies Reserve necessary to cover the increase in the present value of benefits associated with the proposed vesting change described above. For purposes of this Impact Statement, \$110 is the increase in present value of benefits for the proposed vesting change. Accordingly, the Excess State Monies Reserve was diminished by this amount, leaving \$218 as allocation to Plan.
- Future share allocations once the annual State Monies exceed \$1,177.

Changes of Assumptions:

For measurement date 09/30/22, the investment rate of return was decreased from 7.4% to 7.2% per year.

For measurement date 09/30/20, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System (FRS) for special risk employees.

For measurement date 09/30/18, amounts reported as changes in assumptions resulted from an experience study dated September 2018, and the Board approved changes in salary increases, retirement and withdrawal rates, and investment return.

For measurement date 09/30/16, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to assumptions used by FRS for special risk. The inflation assumption rate was lowered from 3.0% to 2.5%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service Cost	\$ 1,405	\$ 1,174	\$ 1,070	\$ 992	\$ 915	\$ 693	\$ 761	\$ 826	\$ 846
Interest	4,337	4,171	4,149	4,064	3,836	3,787	3,573	3,512	3,366
Change in Excess State Money	-	-	-	-	-	-	-	-	(555)
Change in Benefit Terms	-	-	-	(31)	72	-	-	-	-
Difference Between Actual & Expected Experience	1,848	1,103	(560)	(567)	1,552	(920)	58	(606)	-
Changes of Assumptions	-	2,589	1,115	370	463	211	2,097	-	-
Contributions - Buy Back	26	-	-	-	-	3	-	-	-
Benefit Payments	(2,987)	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Net Change in Total Pension Liability	4,629	4,205	2,214	1,353	3,138	61	3,321	1,075	1,594
Total Pension Liability - Beginning	60,326	56,121	53,907	52,554	49,416	49,355	46,034	44,959	43,365
Total Pension Liability - Ending (a)	\$64,955	\$60,326	\$56,121	\$53,907	\$52,554	\$49,416	\$49,355	\$46,034	\$44,959
Plan Fiduciary Net Position									
Contributions - Employer	\$ 2,509	\$ 2,246	\$ 2,089	\$ 1,908	\$ 2,095	\$ 1,542	\$ 834	\$ 1,434	\$ 1,392
Contributions - State	573	452	401	368	377	370	337	385	417
Contributions - Member	195	165	142	136	117	104	74	63	68
Net Investment Income	(8,097)	8,460	3,723	1,671	2,986	3,709	2,985	(1,773)	4,343
Benefit Payments	(2,987)	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Administrative Expense	(67)	(62)	(51)	(55)	(62)	(59)	(54)	(52)	(52)
Net Change in Plan Fiduciary Net Position	(7,874)	6,429	2,744	553	1,813	1,953	1,008	(2,600)	4,105
Plan Fiduciary Net Position - Beginning	48,871	42,442	39,698	39,145	37,332	35,379	34,371	36,971	32,866
Plan Fiduciary Net Position - Ending (b)	\$40,997	\$48,871	\$42,442	\$39,698	\$39,145	\$37,332	\$35,379	\$34,371	\$36,971
Net Pension Liability - Ending (a)-(b)	23,958	11,455	13,679	14,209	13,409	12,084	13,976	11,663	7,988
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	63.12%	81.01%	75.63%	73.64%	74.49%	75.55%	71.68%	74.66%	82.23%
Covered Payroll	\$ 7,548	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Net Pension Liability as a Percentage of Covered Payroll	317.41%	151.58%	203.80%	229.81%	232.96%	207.33%	306.71%	233.87%	189.39%

Until a full 10-year trend is compiled, information for those years available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Notes to the Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 9/30/15 measurement period which includes DROP payroll.

Changes of Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816, Florida Statutes, regarding death or disability due to a diagnosis of cancer. The expected deaths and disabilities in line-of-duty were increased from 75% to 90%.

For measurement date 9/30/18, changes of benefit terms resulted from Ordinance 2986, adopted in 2018.

Changes of Assumptions:

For measurement date 09/30/21, the investment return was lowered from 7.60% to 7.20%.

For measurement date 09/30/20, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those used in the July 1, 2019 FRS valuation report for special risk employees. Additionally, the investment return was lowered from 7.80% to 7.60%, and rates for early retirement hired pre-01/01/13 have been reduced from 4.5% to 3.0%.

For measurement date 09/30/19, amounts reported as changes of assumptions resulted from the following changes:

The investment return has been reduced from 7.85% to 7.80%. Rates for early retirement for members pre-07/01/13 reduced from 6.0% to 4.5%.

For measurement date 09/30/18, amounts reported as changes of assumptions resulted from the following changes:

A 100% retirement probability for the addition of the Normal Retirement Date for members hired after December 31, 2012. The investment return has been reduced from 7.90% to 7.85%. The rates for early retirement members hired prior to January 2013 reduced from 9.0% to 6.0%.

For measurement date 09/30/17, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report. Additionally, the assumption of investment return was lowered from 7.95% to 7.90% compounded annually, net of investment related expense.

For measurement date 09/30/16, amounts reported as changes of assumptions resulted from the following changes:

The investment return was lowered from 8.0% to 7.95%. This assumption rate will be reduced annually until it reaches an ultimate rate of 7.75% in the 10/1/20 actuarial valuation. The normal retirement and early retirement rates for members hired before 1/1/13 have been updated based on the experience study dated 10/28/16. The Tier 1 early retirement rates for ages 44 to 49 have been reduced to 9%, and will be reduced annually until it reaches an ultimate rate of 3% is reached in the 10/1/20 actuarial valuation. The termination and salary increase assumptions have been updated to better reflect anticipated future Plan experience. As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees. Also, the inflation rate was lowered from 3.0% to 2.7%.

For measurement date 09/30/15, the inflation assumption was lowered from 3.5% to 3.0%.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Actuarially Determined Contributions (General Employees' City Only)

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,811	\$ 3,311	\$ 2,927	\$ 2,707	\$ 2,590	\$ 2,344	\$ 2,119	\$ 2,160	\$ 1,980
Contributions in Relation to the									
Actuarially Determined Contributions	3,811	3,311	2,930	2,707	2,590	2,344	2,119	2,088	1,984
Contribution Deficiency (Excess)	-	-	(3)	-	-	-	-	72	(4)
Covered Payroll	\$18,402	\$18,002	\$17,506	\$16,032	\$14,740	\$13,947	\$13,653	\$12,852	\$12,758
Contributions as a percentage of									
Covered Payroll	20.71%	18.39%	16.74%	16.88%	17.57%	16.81%	15.52%	16.25%	15.55%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

Valuation Date: 10/1/21

General Employees' only includes the City portion.

Actuarially determined contribution rates are calculated as of October 1, which is 15 months prior to the expected contribution date.

Prepaid contributions were used to meet the remaining of the actuarially determined contribution for the fiscal year ended September 30, 2015.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level Dollar, closed
Remaining Amortization Period:	12 Years (as of 10/01/2020)
Asset Valuation Method:	20% of the difference between MV and expected actuarial asset
Inflation:	2.25%
Salary Increase:	3.40% to 6.50%
Interest Rate	7.0%
Retirement Age	Experience-based table of rates specific to type of eligibility condition
Early Retirement	Age 55 and 10 years of service
Cost-of-Living Adjustment	None

Changes of Benefit Terms:

There have been no changes in benefits since the prior valuation.

Changes of Assumptions:

For 2021, there were no significant assumption changes to calculate the contribution.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Actuarially Determined Contributions (Police Officers')

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Actuarially Determined Contribution	\$ 2,882	\$ 3,051	\$ 2,793	\$ 2,554	\$ 2,640	\$ 2,626	\$ 2,464	\$ 2,469	\$ 2,408
Contributions in Relation to the									
Actuarially Determined Contributions	<u>3,196</u>	<u>2,548</u>	<u>2,951</u>	<u>2,693</u>	<u>2,717</u>	<u>2,537</u>	<u>2,530</u>	<u>2,428</u>	<u>2,977</u>
Contribution Deficiency (Excess)	<u>(314)</u>	<u>503</u>	<u>(158)</u>	<u>(139)</u>	<u>(77)</u>	<u>89</u>	<u>(66)</u>	<u>41</u>	<u>(569)</u>
Covered Payroll	\$ 9,896	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Contributions as a percentage of									
Covered Payroll	32.30%	27.24%	32.54%	31.50%	34.30%	32.84%	33.71%	31.31%	43.52%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/21

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2021)
Asset Valuation Method:	4 Year geometric average of market value returns
Salary Increase:	Service based
Interest Rate	7.2%, net of investment related expenses
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 25 years of credited service
Early Retirement	Subsidized benefit - 2% age 40-44, 10% age 45 and older
Cost-of-Living Adjustment	1% increase in benefits annually

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 which made changes. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

Changes of Assumptions:

For measurement dates 09/30/20, 09/30/18 and 09/30/16, the assumed rates of mortality were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Actuarially Determined Contributions (Firefighters')

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,527	\$ 2,962	\$ 2,647	\$ 2,450	\$ 2,286	\$ 2,465	\$ 1,880	\$ 1,774	\$ 1,851
Contributions in Relation to the									
Actuarially Determined Contributions	3,082	2,698	2,490	2,276	2,472	1,912	1,171	1,819	2,363
Contribution Deficiency (Excess)	445	264	157	174	(186)	553	709	(45)	(512)
Covered Payroll	\$ 7,548	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Contributions as a percentage of									
Covered Payroll	40.83%	35.70%	37.10%	36.81%	42.95%	32.80%	25.70%	36.47%	56.02%

This schedule is present to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available is presented.

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/21

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2021)
Asset Valuation Method:	5 Year Smooth
Salary Increase:	Service based
Inflation:	2.70%
Interest Rate	7.20%
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 10 years of service, or any age with 25 years of credit service
Early Retirement	Age 40 with ten years service or age 50 - subsidized benefit at 10% per year
Cost-of-Living Adjustment	None

Changes in Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816 F.S.

Changes of Assumptions:

For measurement dates 9/30/21, 9/30/20, 9/30/18, 9/30/17 and 9/30/16, several assumptions were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Firefighters" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Money-weighted Rate of Return

	General Employees'								
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense	-14.35%	22.21%	8.06%	3.53%	7.04%	6.09%	6.09%	1.54%	11.45%
	Police Officers'								
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense	-15.70%	20.17%	9.61%	3.82%	10.42%	10.74%	8.99%	2.29%	9.71%
	Firefighters'								
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return									
Net of Investment Expense	-16.37%	20.18%	9.42%	4.27%	8.03%	10.75%	8.90%	-4.79%	13.20%

This schedule is present to illustrate the requirement to show information for 10 years. However, until full 10 year trend is compiled, information for those years for which information is available is presented.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2022
(In Thousands)

Schedule of Changes in the Total OPEB Liability and Related Ratios

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service cost	\$ 477	\$ 518	\$ 402	\$ 531	\$ 544
Interest	183	226	267	271	233
Change of benefit terms	-	-	1	-	-
Difference between expected and actual experience	-	434	-	(255)	-
Change of assumptions and other inputs	176	(1,482)	772	(894)	(270)
Benefit payments	(266)	(318)	(278)	(323)	(234)
Net change in total OPEB liability	570	(622)	1,164	(670)	273
Total OPEB liability - beginning	7,244	7,866	6,702	7,372	7,099
Total OPEB liability - ending	<u>\$ 7,814</u>	<u>\$ 7,244</u>	<u>\$ 7,866</u>	<u>\$ 6,702</u>	<u>\$ 7,372</u>
 Covered-employee payroll	 \$ 37,040	 \$ 34,141	 \$ 30,714	 \$ 28,415	 \$ 26,226
 Total OPEB liability as a percentage of covered-employee payroll	 21.10%	 21.22%	 25.61%	 23.59%	 28.11%

Fiscal year 2018 presents information on the Plan's measurement year ended September 30, 2017.

Notes to the Schedule:

Note 1: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for which information is available.

Note 2: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Note 3: Significant assumption changes 2022: discount rate decreased to 2.19% from 2.41%.

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OTHER SUPPLEMENTAL INFORMATION

Non-Major Governmental Funds:

Combining Financial Statements for All Non-major
Governmental Funds and Individual Budgetary
Comparison Schedules (GAAP Basis) for All Budgeted
Nonmajor Governmental Funds

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City has the following nonmajor special revenue funds:

Budgeted Special Revenue Funds (GAAP Basis)

Local Option Gas Tax

To account for the City's share of the six-cent local option gas tax revenues designated for road improvements and maintenance projects.

Recreation Impact Fee Fund

To account for impact fees collected and spent based on charges to new living units constructed. Revenue is restricted for park acquisition and improvements. Impact fees are assessed based upon City ordinance and adopted pursuant to Florida Law.

Community Redevelopment Agency Downtown

To account for the operations of the Downtown Community Redevelopment Agency. Costs are funded with restricted incremental tax increases of property located within the CRA.

Community Redevelopment Agency Vine Street

To account for the operations of the Vine Street Community Redevelopment Agency. Costs are funded with restricted incremental tax increases of property located within the CRA.

Building Division

To account for the collection of building permit revenues and payment of expenditures associated with providing inspection related services.

Federal Grants Fund

To account for the revenues and expenditures related to several grant projects reimbursed by federal grantor agencies.

State Grants Fund

To account for the revenues and expenditures related to several grant projects reimbursed by state grantor agencies.

Shingle Creek Regional Trail

To account for the revenues and expenditures related LAP agreements with the Florida Department of Transportation to provide for the construction of the Shingle Creek Regional Trail.

Mobility Fee Fund

To account for mobility fees collected and spent based on charges to new living units constructed. Revenue is restricted for transportation improvements. Mobility fees are assessed based upon City ordinance and replace the transportation impact fee program.

State Housing Initiative Program

To account for revenues and expenditures related to the State Housing Initiative Program with funding provided by the Florida Housing Finance Corporation. These funds are used to provide down payment assistance, housing rehabilitation, foreclosure prevention, and rental deposit assistance.

Victims of Crime Act Grant

To account for revenues and expenditures related to the U.S. DOJ grant established under the 1984 Victims of Crime Act awarded for the various prevention programs.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

Justice Assistance Grant

To account for the revenues and expenditures associated with the U. S. Department of Justice (DOJ), Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Paving Assessments

To account for the costs associated with paving projects. One-third of the project costs are paid by the Gas Tax Fund while the remaining two-thirds are assessed to property owners.

Charter School

To account for the funds received from the Osceola County School District and related expenditures to the management firm that operates the City's charter school.

Neighborhood Stabilization and HOME

To account for revenues and expenditures related to the U.S. Department of Housing and Urban Development (HUD) housing assistance programs to qualifying low-income families.

Community Development Block Grant

To account for revenues and expenditures related to the U.S. Department of HUD Community Development Block Grant.

Non-Budgeted Special Revenue Funds

CARES Act Relief

To account for revenues and expenditures related to the U.S. Department of the Treasury COVID-19 assistance.

Section 8 HAPP

To account for expenditures associated with various housing related projects.

Police and Firefighters Premium Tax Trust

To account for excise tax imposed on homeowners' insurance premiums collected by the State of Florida Department of Revenue and remitted to the City. These tax revenues are to be used as retirement contributions to Police and Firefighters' Pension plans.

Supplementary Care

To account for revenue received from individuals buying supplementary care in the City cemetery. Interest can be transferred to the General Fund to defray the cost of cemetery operations and maintenance.

DEBT SERVICE FUNDS

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. The City has the following nonmajor debt service funds:

Budgeted Debt Service Funds (GAAP Basis)

FmHA Bond

Accounts for the payment of principal and interest on the 1980 and 1981 Excise Tax Revenue Bonds. Occupational license revenue is pledged for payment of these bonds. Transfers are made from the General Fund.

2015B Refunding Note

Accounts for the payment of principal and interest on the 2015B Refunding Note to refund the 2004 CRA Revenue Note. Tax increment financing revenues are used for annual debt service payments.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

2014A Revenue Note

Accounts for the payment of principal and interest on the 2014A Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2016 Revenue Note

Accounts for the payment of principal and interest on the 2016 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2010A Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010A Refunding Revenue Note to advance refund the 2005 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2010B Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010B Refunding Revenue Note. Monies from the Local Option sales tax are used for annual debt service payments.

2010C Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010C Refunding Revenue Note. Monies from the Local Option gas tax are used for annual debt service payments.

2011B Capital Refunding Note

Accounts for the payment of principal and interest on the 2011B Capital Refunding Note. Revenue received from Local Option sales tax is used for annual debt service payments.

Non-Budgeted Debt Service Fund

2021 Line of Credit Debt

Accounts for the payment of principal and interest on the 2021 Line of Credit. Monies from the one-cent sales tax are used for annual debt service payments.

2022A Revenue Refunding Bond

Accounts for the payment of principal and interest on the 2022A Revenue Refunding Bond. Revenue received from half cent sales tax and communication service taxes is used for annual debt service payments.

2022B Revenue Refunding Bond

Accounts for the payment of principal and interest on the 2022B Revenue Refunding Bond. Revenue received from half cent sales tax and communication service taxes is used for annual debt service payments.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. The City has the following capital projects funds:

Budgeted Capital Projects Fund (GAAP Basis)

2016 Revenue Note Construction

To account for the proceeds of the 2016 Refunding Revenue Note to be used for capital improvement projects.

2018 Line of Credit

To account for the proceeds of the 2018 Line of Credit Direct Borrowing to be used for various improvement projects.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

2017 Note Capital Projects

To account for the proceeds of the 2017 Commercial Note to be used for various improvement projects.

2022 Bonds Capital Projects

To account for the proceeds of the 2022A and 2022B Revenue Refunding Bonds to be used for various improvement projects.

Non-Budgeted Capital Project Funds

2014A Note Capital Project

To account for the proceeds of the 2014A Revenue Note to be used for Lakefront Park and road improvement projects.

2010C Note Capital Project

To account for the proceeds of the 2010C Revenue Note to be used for road improvement projects.

Lakefront Sales Tax 2009A Capital Project Fund

To account for the proceeds of the 2009A Revenue Note to be used for the construction of projects in the Lakefront Restoration Project.

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2022
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	\$ 36,406	\$ 3,241	\$ -	\$ 39,647
Restricted Cash and Investments	1,603	3,003	8,371	12,977
Accounts Receivable (net)	187	-	-	187
Due from TWA	3	-	-	3
Due from Other Governments	1,369	-	-	1,369
Prepaid Items	49	-	-	49
Advance to Other Funds	-	3,640	-	3,640
Total Assets	\$ 39,617	\$ 9,884	\$ 8,371	\$ 57,872
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 690	\$ -	\$ 490	\$ 1,180
Accrued Liabilities	-	6,148	-	6,148
Due to Other Funds	646	-	-	646
Advanced Grants	719	-	-	719
Total Liabilities	2,055	6,148	490	8,693
Deferred Inflows of Resources				
Unavailable Earned Revenues	418	-	-	418
Total Deferred Inflows of Resources	418	-	-	418
Fund Balances:				
Nonspendable Prepaids and Inventories	49	-	-	49
Nonspendable Advances	-	3,640	-	3,640
Nonspendable Supplementary Care	1,209	-	-	1,209
Restricted for Transportation Projects	13,054	-	-	13,054
Restricted for Public Safety Projects	2	-	-	2
Restricted for Development Services	6,742	-	-	6,742
Restricted for Economic Development	7,299	-	-	7,299
Restricted for Recreation Projects	2,723	-	-	2,723
Restricted for Charter School	2,948	-	-	2,948
Restricted for Construction Projects	-	-	7,881	7,881
Restricted for Other Capital Improvements	3,250	-	-	3,250
Assigned for Debt Service	-	96	-	96
Unassigned (Deficit)	(132)	-	-	(132)
Total Fund Balances	37,144	3,736	7,881	48,761
Total Liabilities, Deferred Inflows and Fund Balances	\$ 39,617	\$ 9,884	\$ 8,371	\$ 57,872

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
Fiscal Year Ended September 30, 2022
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	\$ 2,968	\$ -	\$ -	\$ 2,968
Permits, Fees and Special Assessments	5,438	-	-	5,438
Intergovernmental Revenues	13,335	-	-	13,335
Charges for Services	1,421	-	-	1,421
Investment Income (Loss)	(150)	-	(33)	(183)
Miscellaneous Revenues	534	-	-	534
Total Revenues	<u>23,546</u>	<u>-</u>	<u>(33)</u>	<u>23,513</u>
EXPENDITURES				
Current:				
General Government	6,448	-	-	6,448
Public Safety	4,572	-	-	4,572
Transportation	2,559	-	-	2,559
Economic Environment	1,282	-	655	1,937
Culture/Recreation	220	-	-	220
Debt Service:				
Principal Retirement	-	4,663	-	4,663
Interest and Fiscal Charges	-	2,641	-	2,641
Professional Fees	-	360	-	360
Capital Outlay	-	-	18	18
Total Expenditures	<u>15,081</u>	<u>7,664</u>	<u>673</u>	<u>23,418</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>8,465</u>	<u>(7,664)</u>	<u>(706)</u>	<u>95</u>
OTHER FINANCING SOURCES and (USES)				
Transfers In	2,545	7,144	-	9,689
Transfers (Out)	(3,062)	-	-	(3,062)
Issuance of Notes Payable/Refunded Notes Payable	-	20,530	6,200	26,730
Payment to Refunded Notes Escrow Agent	-	(16,350)	-	(16,350)
Total Other Financing Sources and (Uses)	<u>(517)</u>	<u>11,324</u>	<u>6,200</u>	<u>17,007</u>
Net Change in Fund Balances	<u>7,948</u>	<u>3,660</u>	<u>5,494</u>	<u>17,102</u>
Fund Balances - Beginning	<u>29,196</u>	<u>76</u>	<u>2,387</u>	<u>31,659</u>
Fund Balances - Ending	<u><u>\$ 37,144</u></u>	<u><u>\$ 3,736</u></u>	<u><u>\$ 7,881</u></u>	<u><u>\$ 48,761</u></u>

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2022
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Community Redevelopment Agency Downtown	Community Redevelopment Agency Vine Street
ASSETS				
Cash and Cash Equivalents	\$ 5,200	\$ 2,723	\$ 4,137	\$ 2,956
Restricted Cash and Investments	-	-	-	-
Accounts Receivable (net)	-	-	-	-
Due from TWA	3	-	-	-
Due from Other Governments	275	-	-	-
Prepaid Items	-	-	-	-
Total Assets	\$ 5,478	\$ 2,723	\$ 4,137	\$ 2,956
LIABILITIES				
Accounts Payable	\$ 28	\$ -	\$ 16	\$ -
Due to Other Funds	-	-	-	-
Advanced Grants	-	-	-	-
Total Liabilities	28	-	16	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES (DEFICITS)				
Nonspendable Prepaids and Inventories	-	-	-	-
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	5,450	-	-	-
Restricted for Public Safety Projects	-	-	-	-
Restricted for Development Services	-	-	-	-
Restricted for Economic Development	-	-	4,121	2,956
Restricted for Recreation Projects	-	2,723	-	-
Restricted for Charter School	-	-	-	-
Restricted for Other Capital	-	-	-	-
Improvements	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficits)	5,450	2,723	4,121	2,956
Total Liabilities, Deferred Inflows and Fund Balances	\$ 5,478	\$ 2,723	\$ 4,137	\$ 2,956

Building Division	Federal Grants Fund	State Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act
\$ 6,600	\$ 217	\$ 2,805	\$ 272	\$ 7,408	\$ 1,049	\$ -
-	-	-	-	-	-	-
178	-	9	-	-	-	-
-	-	-	-	-	-	-
-	98	560	97	-	-	29
-	-	49	-	-	-	-
<u>\$ 6,778</u>	<u>\$ 315</u>	<u>\$ 3,423</u>	<u>\$ 369</u>	<u>\$ 7,408</u>	<u>\$ 1,049</u>	<u>\$ 29</u>
\$ 36	\$ -	\$ 183	\$ 77	\$ 1	\$ 6	\$ -
-	-	-	-	-	110	27
-	-	-	-	-	719	-
<u>36</u>	<u>-</u>	<u>183</u>	<u>77</u>	<u>1</u>	<u>835</u>	<u>27</u>
-	98	158	97	-	-	-
-	98	158	97	-	-	-
-	-	49	-	-	-	-
-	-	-	-	-	-	-
-	-	-	195	7,407	-	-
-	-	-	-	-	-	2
6,742	-	-	-	-	-	-
-	-	-	-	-	214	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	217	3,033	-	-	-	-
-	-	-	-	-	-	-
<u>6,742</u>	<u>217</u>	<u>3,082</u>	<u>195</u>	<u>7,407</u>	<u>214</u>	<u>2</u>
<u>\$ 6,778</u>	<u>\$ 315</u>	<u>\$ 3,423</u>	<u>\$ 369</u>	<u>\$ 7,408</u>	<u>\$ 1,049</u>	<u>\$ 29</u>

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2022
(In Thousands)

	Justice Assistance Grant	Paving Assessments	Charter School	CARES Act Relief
ASSETS				
Cash and Cash Equivalents	\$ 21	\$ 2	\$ 1,515	\$ 1
Restricted Cash and Investments	-	-	1,603	-
Accounts Receivable (net)	-	-	-	-
Due from TWA	-	-	-	-
Due from Other Governments	-	-	139	-
Prepaid Items	-	-	-	-
Total Assets	<u>\$ 21</u>	<u>\$ 2</u>	<u>\$ 3,257</u>	<u>\$ 1</u>
LIABILITIES				
Accounts Payable	\$ -	\$ -	\$ 309	\$ -
Due to Other Funds	70	-	-	-
Advanced Grants	-	-	-	-
Total Liabilities	<u>70</u>	<u>-</u>	<u>309</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES (DEFICITS)				
Nonspendable Prepaids and Inventories	-	-	-	-
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	-	2	-	-
Restricted for Public Safety Projects	-	-	-	-
Restricted for Development Services	-	-	-	-
Restricted for Economic Development	-	-	-	1
Restricted for Recreation Projects	-	-	-	-
Restricted for Charter School	-	-	2,948	-
Restricted for Other Capital Improvements	-	-	-	-
Unassigned (Deficit)	(49)	-	-	-
Total Fund Balances (Deficits)	<u>(49)</u>	<u>2</u>	<u>2,948</u>	<u>1</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ 21</u>	<u>\$ 2</u>	<u>\$ 3,257</u>	<u>\$ 1</u>

Neighborhood Stabilization and Home	Community Development Block Grant	Section 8 HAPF Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ 94	\$ 193	\$ 4	\$ -	\$ 1,209	\$ 36,406
-	-	-	-	-	1,603
-	-	-	-	-	187
-	-	-	-	-	3
26	145	-	-	-	1,369
-	-	-	-	-	49
<u>\$ 120</u>	<u>\$ 338</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,209</u>	<u>\$ 39,617</u>
\$ -	\$ 34	\$ -	\$ -	\$ -	\$ 690
117	322	-	-	-	646
-	-	-	-	-	719
<u>117</u>	<u>356</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,055</u>
-	65	-	-	-	418
-	65	-	-	-	418
-	-	-	-	-	49
-	-	-	-	1,209	1,209
-	-	-	-	-	13,054
-	-	-	-	-	2
-	-	-	-	-	6,742
3	-	4	-	-	7,299
-	-	-	-	-	2,723
-	-	-	-	-	2,948
-	-	-	-	-	3,250
-	(83)	-	-	-	(132)
<u>3</u>	<u>(83)</u>	<u>4</u>	<u>-</u>	<u>1,209</u>	<u>37,144</u>
<u>\$ 120</u>	<u>\$ 338</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,209</u>	<u>\$ 39,617</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Community Redevelopment Agency Downtown	Community Redevelopment Agency Vine Street
REVENUES				
Taxes	\$ 2,968	\$ -	\$ -	\$ -
Permits, Fees and Special Assessments	-	-	-	-
Intergovernmental Revenues	-	-	1,428	587
Charges for Services	1	1,184	-	-
Investment Income (Loss)	(17)	(10)	(7)	(2)
Miscellaneous Revenues	1	-	255	-
Total Revenues	2,953	1,174	1,676	585
EXPENDITURES				
Current:				
General Government	-	-	594	171
Public Safety	-	-	-	-
Transportation	1,165	-	-	-
Economic Environment	-	-	-	-
Culture/Recreation	-	208	-	-
Total Expenditures	1,165	208	594	171
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,788	966	1,082	414
OTHER FINANCING SOURCES and (USES)				
Transfers In	627	-	986	550
Transfers (Out)	(962)	(38)	(925)	-
Total Other Financing Sources and (Uses)	(335)	(38)	61	550
Net Change in Fund Balances	1,453	928	1,143	964
Fund Balances (Deficits) - Beginning	3,997	1,795	2,978	1,992
Fund Balances (Deficits) - Ending	\$ 5,450	\$ 2,723	\$ 4,121	\$ 2,956

Building Division	Federal Grants Fund	State Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,274	-	-	-	1,129	-	-
-	-	1,921	162	-	294	63
236	-	-	-	-	-	-
(41)	(1)	-	-	(38)	(4)	-
-	-	-	-	-	-	-
4,469	(1)	1,921	162	1,091	290	63
-	-	-	-	-	-	-
2,446	-	9	-	-	-	54
-	-	1,218	168	8	-	-
-	-	-	-	-	294	-
-	-	12	-	-	-	-
2,446	-	1,239	168	8	294	54
2,023	(1)	682	(6)	1,083	(4)	9
5	-	116	-	-	-	-
-	-	-	(23)	(443)	-	-
5	-	116	(23)	(443)	-	-
2,028	(1)	798	(29)	640	(4)	9
4,714	218	2,284	224	6,767	218	(7)
\$ 6,742	\$ 217	\$ 3,082	\$ 195	\$ 7,407	\$ 214	\$ 2

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	Justice Assistance Grant	Paving Assessments	Charter School	CARES Act Relief
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits, Fees and Special Assessments	-	35	-	-
Intergovernmental Revenues	77	-	6,375	-
Charges for Services	-	-	-	-
Investment Income (Loss)	-	-	(20)	(3)
Miscellaneous Revenues	-	-	-	-
Total Revenues	<u>77</u>	<u>35</u>	<u>6,355</u>	<u>(3)</u>
EXPENDITURES				
Current:				
General Government	-	-	5,683	-
Public Safety	395	-	-	-
Transportation	-	-	-	-
Economic Environment	-	-	-	-
Culture/Recreation	-	-	-	-
Total Expenditures	<u>395</u>	<u>-</u>	<u>5,683</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(318)</u>	<u>35</u>	<u>672</u>	<u>(3)</u>
OTHER FINANCING SOURCES and (USES)				
Transfers In	261	-	-	-
Transfers (Out)	-	(34)	(637)	-
Total Other Financing Sources and (Uses)	<u>261</u>	<u>(34)</u>	<u>(637)</u>	<u>-</u>
Net Change in Fund Balances	<u>(57)</u>	<u>1</u>	<u>35</u>	<u>(3)</u>
Fund Balances (Deficits) - Beginning	<u>8</u>	<u>1</u>	<u>2,913</u>	<u>4</u>
Fund Balances (Deficits) - Ending	<u>\$ (49)</u>	<u>\$ 2</u>	<u>\$ 2,948</u>	<u>\$ 1</u>

Neighborhood Stabilization and Home	Community Development Block Grant	Section 8 HAPP Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,968
-	-	-	-	-	5,438
-	760	-	1,668	-	13,335
-	-	-	-	-	1,421
-	-	-	-	(7)	(150)
197	-	-	-	81	534
197	760	-	1,668	74	23,546
-	-	-	-	-	6,448
-	-	-	1,668	-	4,572
-	-	-	-	-	2,559
164	824	-	-	-	1,282
-	-	-	-	-	220
164	824	-	1,668	-	15,081
33	(64)	-	-	74	8,465
-	-	-	-	-	2,545
-	-	-	-	-	(3,062)
-	-	-	-	-	(517)
33	(64)	-	-	74	7,948
(30)	(19)	4	-	1,135	29,196
<u>\$ 3</u>	<u>\$ (83)</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,209</u>	<u>\$ 37,144</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION GAS TAX
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	\$ 2,731	\$ 2,968	\$ 237
Charges for Services	3	1	(2)
Investment Income (Loss)	15	(17)	(32)
Miscellaneous Revenues	1	1	-
Total Revenues	<u>2,750</u>	<u>2,953</u>	<u>203</u>
EXPENDITURES			
Transportation	4,171	1,165	3,006
Capital Outlay	2,014	-	2,014
Total Expenditures	<u>6,185</u>	<u>1,165</u>	<u>5,020</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(3,435)</u>	<u>1,788</u>	<u>5,223</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	598	627	29
Transfers (Out)	(959)	(962)	(3)
Total Other Financing Sources and (Uses)	<u>(361)</u>	<u>(335)</u>	<u>26</u>
Net Change in Fund Balance	<u>(3,796)</u>	<u>1,453</u>	<u>5,249</u>
Fund Balance (Deficit) - Beginning	<u>3,796</u>	<u>3,997</u>	<u>201</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 5,450</u>	<u>\$ 5,450</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RECREATION IMPACT FEE FUND
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	\$ 250	\$ 1,184	\$ 934
Investment Income (Loss)	5	(10)	(15)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>255</u>	<u>1,174</u>	<u>919</u>
EXPENDITURES			
Culture/Recreation	969	208	761
Capital Outlay	730	-	730
Total Expenditures	<u>1,699</u>	<u>208</u>	<u>1,491</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,444)</u>	<u>966</u>	<u>2,410</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(38)	(38)	-
Total Other Financing Sources and (Uses)	<u>(38)</u>	<u>(38)</u>	<u>-</u>
Net Change in Fund Balance	(1,482)	928	2,410
Fund Balance (Deficit) - Beginning	<u>1,482</u>	<u>1,795</u>	<u>313</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 2,723</u></u>	<u><u>\$ 2,723</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 1,392	\$ 1,428	\$ 36
Investment Income (Loss)	15	(7)	(22)
Miscellaneous Revenues	253	255	2
Total Revenues	<u>1,660</u>	<u>1,676</u>	<u>16</u>
EXPENDITURES			
General Government	2,401	594	1,807
Capital Outlay	1,399	-	1,399
Total Expenditures	<u>3,800</u>	<u>594</u>	<u>3,206</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,140)</u>	<u>1,082</u>	<u>3,222</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	961	986	25
Transfers (Out)	(763)	(925)	(162)
Total Other Financing Sources and (Uses)	<u>198</u>	<u>61</u>	<u>(137)</u>
Net Change in Fund Balance	(1,942)	1,143	3,085
Fund Balance (Deficit) - Beginning	<u>1,942</u>	<u>2,978</u>	<u>1,036</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 4,121</u>	<u>\$ 4,121</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY VINE STREET
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 546	\$ 587	\$ 41
Investment Income (Loss)	5	(2)	(7)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>551</u>	<u>585</u>	<u>34</u>
EXPENDITURES			
General Government	1,229	171	1,058
Capital Outlay	1,568	-	1,568
Total Expenditures	<u>2,797</u>	<u>171</u>	<u>2,626</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,246)</u>	<u>414</u>	<u>2,660</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	511	550	39
Total Other Financing Sources and (Uses)	<u>511</u>	<u>550</u>	<u>39</u>
Net Change in Fund Balance	(1,735)	964	2,699
Fund Balance (Deficit) - Beginning	1,735	1,992	257
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 2,956</u>	<u>\$ 2,956</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BUILDING DIVISION
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits, Fees and Special Assessments	\$ 2,025	\$ 4,274	\$ 2,249
Charges for Services	80	236	156
Investment Income (Loss)	10	(41)	(51)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>2,115</u>	<u>4,469</u>	<u>2,354</u>
EXPENDITURES			
Public Safety	5,525	2,446	3,079
Capital Outlay	1,201	-	1,201
Total Expenditures	<u>6,726</u>	<u>2,446</u>	<u>4,280</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(4,611)</u>	<u>2,023</u>	<u>6,634</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	5	5	-
Total Other Financing Sources and (Uses)	<u>5</u>	<u>5</u>	<u>-</u>
Net Change in Fund Balance	(4,606)	2,028	6,634
Fund Balance (Deficit) - Beginning	4,606	4,714	108
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 6,742</u>	<u>\$ 6,742</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FEDERAL GRANTS FUND
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ -	\$ -	\$ -
Investment Income (Loss)	-	(1)	(1)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>-</u>	<u>(1)</u>	<u>(1)</u>
EXPENDITURES			
General Government	18	-	18
Economic Environment	398	-	398
Total Expenditures	<u>416</u>	<u>-</u>	<u>416</u>
Net Change in Fund Balance	(416)	(1)	415
Fund Balance (Deficit) - Beginning	<u>416</u>	<u>218</u>	<u>(198)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 217</u>	<u>\$ 217</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE GRANTS FUND
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 9,584	\$ 1,921	\$ (7,663)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>9,584</u>	<u>1,921</u>	<u>(7,663)</u>
EXPENDITURES			
Public Safety	25	9	16
Transportation	8,293	1,218	7,075
Culture/Recreation	3,295	12	3,283
Total Expenditures	<u>11,613</u>	<u>1,239</u>	<u>10,374</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,029)</u>	<u>682</u>	<u>2,711</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	116	116	-
Total Other Financing Sources and (Uses)	<u>116</u>	<u>116</u>	<u>-</u>
Net Change in Fund Balance	(1,913)	798	2,711
Fund Balance (Deficit) - Beginning	1,913	2,284	371
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 3,082</u>	<u>\$ 3,082</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHINGLE CREEK REGIONAL TRAIL
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ -	\$ 162	\$ 162
Miscellaneous Revenues	-	-	-
Total Revenues	-	162	162
EXPENDITURES			
Transportation	734	168	566
Total Expenditures	734	168	566
Excess (Deficiency) of Revenues Over (Under) Expenditures	(734)	(6)	728
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(23)	(23)	-
Total Other Financing Sources and (Uses)	(23)	(23)	-
Net Change in Fund Balance	(757)	(29)	728
Fund Balance (Deficit) - Beginning	757	224	(533)
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 195</u>	<u>\$ 195</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MOBILITY FEE FUND
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Permits, Fees and Special Assessments	\$ 5,885	\$ 1,129	\$ (4,756)
Investment Income (Loss)	25	(38)	(63)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>5,910</u>	<u>1,091</u>	<u>(4,819)</u>
EXPENDITURES			
Transportation	3,687	8	3,679
Capital Outlay	8,277	-	8,277
Total Expenditures	<u>11,964</u>	<u>8</u>	<u>11,956</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(6,054)</u>	<u>1,083</u>	<u>7,137</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(443)	(443)	-
Total Other Financing Sources and (Uses)	<u>(443)</u>	<u>(443)</u>	<u>-</u>
Net Change in Fund Balance	(6,497)	640	7,137
Fund Balance (Deficit) - Beginning	<u>6,497</u>	<u>6,767</u>	<u>270</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 7,407</u></u>	<u><u>\$ 7,407</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PROGRAM
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 516	\$ 294	\$ (222)
Investment Income (Loss)	-	(4)	(4)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>516</u>	<u>290</u>	<u>(226)</u>
EXPENDITURES			
Economic Environment	913	294	619
Total Expenditures	<u>913</u>	<u>294</u>	<u>619</u>
Net Change in Fund Balance	(397)	(4)	393
Fund Balance (Deficit) - Beginning	<u>397</u>	<u>218</u>	<u>(179)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 214</u>	<u>\$ 214</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
VICTIM OF CRIME ACT
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 85	\$ 63	\$ (22)
Total Revenues	<u>85</u>	<u>63</u>	<u>(22)</u>
EXPENDITURES			
Public Safety	<u>85</u>	<u>54</u>	<u>31</u>
Total Expenditures	<u>85</u>	<u>54</u>	<u>31</u>
Net Change in Fund Balance	-	9	9
Fund Balance (Deficit) - Beginning	<u>-</u>	<u>(7)</u>	<u>(7)</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 2</u></u>	<u><u>\$ 2</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
JUSTICE ASSISTANCE GRANT
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 45	\$ 77	\$ 32
Total Revenues	<u>45</u>	<u>77</u>	<u>32</u>
EXPENDITURES			
Public Safety	<u>306</u>	<u>395</u>	<u>(89)</u>
Total Expenditures	<u>306</u>	<u>395</u>	<u>(89)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(261)</u>	<u>(318)</u>	<u>(57)</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	<u>261</u>	<u>261</u>	<u>-</u>
Total Other Financing Sources and (Uses)	<u>261</u>	<u>261</u>	<u>-</u>
Net Change in Fund Balance	-	(57)	(57)
Fund Balance (Deficit) - Beginning	<u>-</u>	<u>8</u>	<u>8</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ (49)</u></u>	<u><u>\$ (49)</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PAVING ASSESSMENTS
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Permits, Fees and Special Assessments	\$ 10	\$ 35	\$ 25
Investment Income (Loss)	-	-	-
Total Revenues	<u>10</u>	<u>35</u>	<u>25</u>
EXPENDITURES			
Transportation	<u>5</u>	<u>-</u>	<u>5</u>
Total Expenditures	<u>5</u>	<u>-</u>	<u>5</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>5</u>	<u>35</u>	<u>30</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	<u>(5)</u>	<u>(34)</u>	<u>(29)</u>
Total Other Financing Sources and (Uses)	<u>(5)</u>	<u>(34)</u>	<u>(29)</u>
Net Change in Fund Balance	-	1	1
Fund Balance (Deficit) - Beginning	<u>-</u>	<u>1</u>	<u>1</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 2</u></u>	<u><u>\$ 2</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CHARTER SCHOOL
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 5,800	\$ 6,375	\$ 575
Investment Income (Loss)	15	(20)	(35)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>5,815</u>	<u>6,355</u>	<u>540</u>
EXPENDITURES			
General Government	5,303	5,683	(380)
Capital Outlay	2,597	-	2,597
Total Expenditures	<u>7,900</u>	<u>5,683</u>	<u>2,217</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,085)</u>	<u>672</u>	<u>2,757</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	(637)	(637)	-
Total Other Financing Sources and (Uses)	<u>(637)</u>	<u>(637)</u>	<u>-</u>
Net Change in Fund Balance	(2,722)	35	2,757
Fund Balance (Deficit) - Beginning	<u>2,722</u>	<u>2,913</u>	<u>191</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 2,948</u></u>	<u><u>\$ 2,948</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
NEIGHBORHOOD STABILIZATION AND HOME
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ -	\$ -	\$ -
Miscellaneous Revenues	336	197	(139)
Total Revenues	336	197	(139)
EXPENDITURES			
Economic Environment	1,114	164	950
Total Expenditures	1,114	164	950
Net Change in Fund Balance	(778)	33	811
Fund Balance (Deficit) - Beginning	778	(30)	(808)
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 3</u>	<u>\$ 3</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 769	\$ 760	\$ (9)
Miscellaneous Revenues	-	-	-
Total Revenues	<u>769</u>	<u>760</u>	<u>(9)</u>
EXPENDITURES			
Economic Environment	<u>2,441</u>	<u>824</u>	<u>1,617</u>
Total Expenditures	<u>2,441</u>	<u>824</u>	<u>1,617</u>
Net Change in Fund Balance	(1,672)	(64)	1,608
Fund Balance (Deficit) - Beginning	<u>1,672</u>	<u>(19)</u>	<u>(1,691)</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ (83)</u>	<u>\$ (83)</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
September 30, 2022
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	2016 Revenue Note	Series 2017 Revenue Note
ASSETS					
Cash and Cash Equivalents	\$ 42	\$ -	\$ 522	\$ 17	\$ -
Restricted Cash and Investments	-	243	-	2,162	-
Advance to Other Funds	-	-	-	-	-
Total Assets	<u>\$ 42</u>	<u>\$ 243</u>	<u>\$ 522</u>	<u>\$ 2,179</u>	<u>\$ -</u>
LIABILITIES					
Accrued Liabilities	\$ -	\$ 243	\$ 522	\$ 2,162	\$ -
Total Liabilities	<u>-</u>	<u>243</u>	<u>522</u>	<u>2,162</u>	<u>-</u>
FUND BALANCE					
Nonspendable Advances	-	-	-	-	-
Assigned for Debt Service	42	-	-	17	-
Total Fund Balances	<u>42</u>	<u>-</u>	<u>-</u>	<u>17</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 42</u>	<u>\$ 243</u>	<u>\$ 522</u>	<u>\$ 2,179</u>	<u>\$ -</u>

2010A Refunding Revenue Note	2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	2022A Revenue Refunding Bond Debt	2022B Revenue Refunding Bond Debt	Total Nonmajor Debt Service Funds
\$ 903	\$ 709	\$ 251	\$ 760	\$ 17	\$ 15	\$ 5	\$ 3,241
-	-	-	-	-	546	52	3,003
-	-	-	-	-	3,640	-	3,640
<u>\$ 903</u>	<u>\$ 709</u>	<u>\$ 251</u>	<u>\$ 760</u>	<u>\$ 17</u>	<u>\$ 4,201</u>	<u>\$ 57</u>	<u>\$ 9,884</u>
\$ 903	\$ 709	\$ 251	\$ 760	\$ -	\$ 546	\$ 52	\$ 6,148
903	709	251	760	-	546	52	6,148
-	-	-	-	-	3,640	-	3,640
-	-	-	-	17	15	5	96
-	-	-	-	17	3,655	5	3,736
<u>\$ 903</u>	<u>\$ 709</u>	<u>\$ 251</u>	<u>\$ 760</u>	<u>\$ 17</u>	<u>\$ 4,201</u>	<u>\$ 57</u>	<u>\$ 9,884</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR DEBT SERVICE FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	2016 Revenue Note	2010A Refunding Revenue Note
REVENUES					
Investment Income (Loss)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES					
Debt Service					
Principal Retirement	28	205	420	1,375	875
Interest and Fiscal Charges	1	76	203	1,574	57
Professional Fees	-	-	-	-	-
Total Expenditures	<u>29</u>	<u>281</u>	<u>623</u>	<u>2,949</u>	<u>932</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(29)</u>	<u>(281)</u>	<u>(623)</u>	<u>(2,949)</u>	<u>(932)</u>
OTHER FINANCING SOURCES AND (USES)					
Transfers In	29	281	623	2,949	932
Issuance of Notes Payable/Refunded Notes Payable	-	-	-	-	-
Payment to Refunded Notes Escrow Agent	-	-	-	-	-
Total Other Financing Sources And (Uses)	<u>29</u>	<u>281</u>	<u>623</u>	<u>2,949</u>	<u>932</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - Beginning	<u>42</u>	<u>-</u>	<u>-</u>	<u>17</u>	<u>-</u>
Fund Balances - Ending	<u><u>\$ 42</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 17</u></u>	<u><u>\$ -</u></u>

2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	2022A Revenue Refunding Bond Debt	2022B Revenue Refunding Bond Debt	Total Nonmajor Debt Service Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
670	220	710	-	160	-	4,663
78	63	101	118	318	52	2,641
-	-	-	-	325	35	360
748	283	811	118	803	87	7,664
(748)	(283)	(811)	(118)	(803)	(87)	(7,664)
748	283	811	118	318	52	7,144
-	-	-	-	17,750	2,780	20,530
-	-	-	-	(13,610)	(2,740)	(16,350)
748	283	811	118	4,458	92	11,324
-	-	-	-	3,655	5	3,660
-	-	-	17	-	-	76
\$ -	\$ -	\$ -	\$ 17	\$ 3,655	\$ 5	\$ 3,736

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FmHA BOND
For the Year Ended September 30, 2022
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
General Government	-	-	-
Debt Service			
Principal Retirement	28	28	-
Interest and Fiscal Charges	1	1	-
Capital Outlay	42	-	42
Total Expenditures	71	29	42
Excess (Deficiency) of Revenues Over (Under) Expenditures	(71)	(29)	42
OTHER FINANCING SOURCES			
Transfers In	29	29	-
Total Other Financing Sources	29	29	-
Net Change in Fund Balance	(42)	-	42
Fund Balance - Beginning	42	42	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 42</u>	<u>\$ 42</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2015B REFUNDING NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	205	205	-
Interest and Fiscal Charges	76	76	-
Total Expenditures	<u>281</u>	<u>281</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(281)</u>	<u>(281)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	281	281	-
Total Other Financing Sources	<u>281</u>	<u>281</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2014A REVENUE NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	420	420	-
Interest and Fiscal Charges	203	203	-
Total Expenditures	<u>623</u>	<u>623</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(623)</u>	<u>(623)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	623	623	-
Total Other Financing Sources	<u>623</u>	<u>623</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2016 REVENUE NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Miscellaneous Revenues	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Principal Retirement	1,375	1,375	-
Interest and Fiscal Charges	1,574	1,574	-
Capital Outlay	17	-	17
Total Expenditures	<u>2,966</u>	<u>2,949</u>	<u>17</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,966)</u>	<u>(2,949)</u>	<u>17</u>
OTHER FINANCING SOURCES			
Transfers In	<u>2,949</u>	<u>2,949</u>	<u>-</u>
Total Other Financing Sources	<u>2,949</u>	<u>2,949</u>	<u>-</u>
Net Change in Fund Balance	<u>(17)</u>	<u>-</u>	<u>17</u>
Fund Balance - Beginning	<u>17</u>	<u>17</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 17</u></u>	<u><u>\$ 17</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010A REFUNDING REVENUE NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	875	875	-
Interest and Fiscal Charges	47	57	(10)
Total Expenditures	<u>922</u>	<u>932</u>	<u>(10)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(922)</u>	<u>(932)</u>	<u>(10)</u>
OTHER FINANCING SOURCES			
Transfers In	922	932	10
Total Other Financing Sources	<u>922</u>	<u>932</u>	<u>10</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010B REFUNDING REVENUE NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	670	670	-
Interest and Fiscal Charges	78	78	-
Total Expenditures	<u>748</u>	<u>748</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(748)</u>	<u>(748)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	748	748	-
Total Other Financing Sources	<u>748</u>	<u>748</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010C REFUNDING REVENUE NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	220	220	-
Interest and Fiscal Charges	63	63	-
Total Expenditures	<u>283</u>	<u>283</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(283)</u>	<u>(283)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	<u>283</u>	<u>283</u>	<u>-</u>
Total Other Financing Sources	<u>283</u>	<u>283</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2011B CAPITAL REFUNDING NOTE
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	710	710	-
Interest and Fiscal Charges	83	101	(18)
Total Expenditures	<u>793</u>	<u>811</u>	<u>(18)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(793)</u>	<u>(811)</u>	<u>(18)</u>
OTHER FINANCING SOURCES			
Transfers In	793	811	18
Total Other Financing Sources	<u>793</u>	<u>811</u>	<u>18</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
September 30, 2022
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
ASSETS					
Restricted Cash and Investments	\$ 148	\$ 14	\$ 721	\$ 2	\$ 626
Total Assets	<u>\$ 148</u>	<u>\$ 14</u>	<u>\$ 721</u>	<u>\$ 2</u>	<u>\$ 626</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for Construction Projects	148	14	721	2	626
Total Fund Balances	<u>148</u>	<u>14</u>	<u>721</u>	<u>2</u>	<u>626</u>
Total Liabilities and Fund Balances	<u>\$ 148</u>	<u>\$ 14</u>	<u>\$ 721</u>	<u>\$ 2</u>	<u>\$ 626</u>

2017 Note Capital Project	2022 Bonds Capital Projects	Total Nonmajor Capital Projects Funds
\$ 825	\$ 6,035	\$ 8,371
<u>\$ 825</u>	<u>\$ 6,035</u>	<u>\$ 8,371</u>
\$ -	\$ 490	\$ 490
-	490	490
825	5,545	7,881
825	5,545	7,881
<u>\$ 825</u>	<u>\$ 6,035</u>	<u>\$ 8,371</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
For the Fiscal Year Ended September 30, 2022
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
REVENUES					
Investment Income (Loss)	\$ (1)	\$ -	\$ (21)	\$ -	\$ (5)
Total Revenues	(1)	-	(21)	-	(5)
EXPENDITURES					
Economic Environment	-	-	-	-	-
Capital Outlay	-	-	18	-	-
Total Expenditures	-	-	18	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1)	-	(39)	-	(5)
OTHER FINANCING SOURCES (USES)					
Issuance of Notes Payable/Refunded Notes Payable	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	(1)	-	(39)	-	(5)
Fund Balances - Beginning	149	14	760	2	631
Fund Balances - Ending	<u>\$ 148</u>	<u>\$ 14</u>	<u>\$ 721</u>	<u>\$ 2</u>	<u>\$ 626</u>

2017 Note Capital Project	2022 Bonds Capital Projects	Total Nonmajor Capital Projects Funds
\$ (6)	\$ -	\$ (33)
(6)	-	(33)
-	655	655
-	-	18
-	655	673
(6)	(655)	(706)
-	6,200	6,200
-	6,200	6,200
(6)	5,545	5,494
831	-	2,387
<u>\$ 825</u>	<u>\$ 5,545</u>	<u>\$ 7,881</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2016 REVENUE NOTE CONSTRUCTION
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ (21)	\$ (21)
Miscellaneous Revenues	-	-	-
Total Revenues	-	(21)	(21)
EXPENDITURES			
Capital Outlay	737	18	719
Total Expenditures	737	18	719
Net Change in Fund Balance	(737)	(39)	698
Fund Balance - Beginning	737	760	23
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 721</u>	<u>\$ 721</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2018 LINE OF CREDIT
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ (5)	\$ (5)
Miscellaneous Revenues	-	-	-
Total Revenues	-	(5)	(5)
EXPENDITURES			
Capital Outlay	613	-	613
Total Expenditures	613	-	613
Net Change in Fund Balance	(613)	(5)	608
Fund Balance - Beginning	613	631	18
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 626</u>	<u>\$ 626</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2017 NOTE CAPITAL PROJECTS
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ (6)	\$ (6)
Miscellaneous Revenues	-	-	-
Total Revenues	-	(6)	(6)
EXPENDITURES			
Capital Outlay	344	-	344
Total Expenditures	344	-	344
Net Change in Fund Balance	(344)	(6)	338
Fund Balance - Beginning	344	831	487
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 825</u>	<u>\$ 825</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2022 BONDS CAPITAL PROJECTS
For the Year Ended September 30, 2022
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
EXPENDITURES			
Economic Environment	\$ 6,200	\$ 655	\$ 5,545
Total Expenditures	<u>6,200</u>	<u>655</u>	<u>5,545</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(6,200)</u>	<u>(655)</u>	<u>5,545</u>
OTHER FINANCING SOURCES (USES)			
Issuance of Notes Payable/Refunded Notes Payable	<u>6,200</u>	<u>6,200</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>6,200</u>	<u>6,200</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>5,545</u>	<u>5,545</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 5,545</u></u>	<u><u>\$ 5,545</u></u>

INTERNAL SERVICE FUNDS

The City has three internal service funds. These funds are used to accumulate costs related to various activities and charge them back to user departments. They are as follows:

Central Services

This fund accounts for costs associated with central services which include information technology, purchasing, warehouse, garage, building maintenance, and printing. Charges for services to other departments are based on actual costs incurred.

Health Insurance

This fund accounts for the City's self-funded employee health insurance plan. Costs include insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

Risk Management

This fund accounts for the City's risk management program. Costs include all insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2022
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 1,318	\$ 1,350	\$ 6,201	\$ 8,869
Accounts Receivable (net)	19	11	-	30
Due from Other Governments	571	-	-	571
Due from KUA	25	-	-	25
Due from TWA	554	42	416	1,012
Inventories	75	-	-	75
Leases Receivable	399	-	-	399
Total Current Assets	2,961	1,403	6,617	10,981
Capital Assets:				
Buildings	289	-	-	289
Improvements Other Than Buildings	4,346	91	538	4,975
Software, Net	27	-	-	27
Right-to-Use Equipment, Net of Amortization	13	-	-	13
Machinery, Equipment and Vehicles	2,848	40	171	3,059
Less: Accumulated Depreciation	(5,440)	(44)	(298)	(5,782)
Total Capital Assets	2,083	87	411	2,581
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Outflows Related to OPEB	74	-	-	74
Deferred Outflows Related to Pensions	1,554	-	-	1,554
Total Deferred Outflows of Resources	1,628	-	-	1,628
LIABILITIES				
Current liabilities:				
Accounts Payable	784	-	-	784
Due to KUA	1	-	-	1
Compensated Absences Payable	36	-	-	36
Estimated Claims Payable	-	392	1,923	2,315
Total current liabilities	821	392	1,923	3,136
Noncurrent liabilities:				
Compensated Absences Payable	146	-	-	146
Other Postemployment Benefits	447	-	-	447
Net Pension Liability	3,058	-	-	3,058
Lease Liability	14	-	-	14
Estimated Claims Payable	-	393	1,923	2,316
Total Noncurrent Liabilities	3,665	393	1,923	5,981
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflows Related to Leases	396	-	-	396
Deferred Inflows Related to OPEB	103	-	-	103
Deferred Inflows Related to Pensions	20	-	-	20
Total Deferred Inflows of Resources	519	-	-	519
NET POSITION				
Net Investment in Capital Assets	2,069	87	411	2,567
Unrestricted	(402)	618	2,771	2,987
Total Net Position	\$ 1,667	\$ 705	\$ 3,182	\$ 5,554

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2022
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Operating Revenues:				
Charges for Services	\$ 10,185	\$ 10,164	\$ 2,775	\$ 23,124
Miscellaneous Revenues	83	57	-	140
Total Operating Revenues	<u>10,268</u>	<u>10,221</u>	<u>2,775</u>	<u>23,264</u>
Operating Expenses:				
Personal Services	3,739	2	-	3,741
Contracted Services	709	1,921	6	2,636
Supplies and Materials	109	77	2	188
Repairs and Maintenance	2,778	-	138	2,916
Other Services and Charges	1,757	13	255	2,025
Depreciation	432	8	29	469
Claims/Premium Expense	135	7,601	2,967	10,703
Total Operating Expenses	<u>9,659</u>	<u>9,622</u>	<u>3,397</u>	<u>22,678</u>
Operating Income (Loss)	<u>609</u>	<u>599</u>	<u>(622)</u>	<u>586</u>
Nonoperating Revenues and Expenses:				
Investment Income	(9)	4	(46)	(51)
Lease Revenues	99	-	-	99
Insurance Recoveries	-	-	483	483
Gain or (Loss) from Sale of Capital Assets	15	-	(1)	14
Total Nonoperating Revenues and Expenses	<u>105</u>	<u>4</u>	<u>436</u>	<u>545</u>
Income (Loss) Before Contributions and Transfers	<u>714</u>	<u>603</u>	<u>(186)</u>	<u>1,131</u>
Transfers In	<u>-</u>	<u>30</u>	<u>-</u>	<u>30</u>
Change in Net Position	<u>714</u>	<u>633</u>	<u>(186)</u>	<u>1,161</u>
Total Net Position - Beginning	<u>953</u>	<u>72</u>	<u>3,368</u>	<u>4,393</u>
Total Net Position - Ending	<u><u>\$ 1,667</u></u>	<u><u>\$ 705</u></u>	<u><u>\$ 3,182</u></u>	<u><u>\$ 5,554</u></u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For The Year Ended September 30, 2022
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Cash Flows from Operating Activities				
Receipts from Customers and Users	\$ 9,702	\$ 10,228	\$ 3,096	\$ 23,026
Payments to Suppliers	(5,213)	(9,678)	(3,427)	(18,318)
Payments to Employees	(3,465)	(2)	-	(3,467)
Net Cash Provided (Used) by Operating Activities	<u>1,024</u>	<u>548</u>	<u>(331)</u>	<u>1,241</u>
Cash Flows from Noncapital Financing Activities				
Transfers in	-	30	-	30
Transfers (out)	-	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	<u>-</u>	<u>30</u>	<u>-</u>	<u>30</u>
Cash Flows from Capital and Related Financing Activities				
Acquisition/Construction of Capital Assets	(469)	(2)	(6)	(477)
Proceeds from Leasing Activities	96	-	-	96
Lease Payable Principal Payments	(12)	-	-	(12)
Proceeds from Sales of Capital Assets	21	-	-	21
Proceeds from Insurance Recoveries	-	-	483	483
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(364)</u>	<u>(2)</u>	<u>477</u>	<u>111</u>
Cash Flows from Investing Activities				
Income (Loss) on Investments	(9)	4	(46)	(51)
Net Cash Provided (Used) by Investing Activities	<u>(9)</u>	<u>4</u>	<u>(46)</u>	<u>(51)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	651	580	100	1,331
Cash and Cash Equivalents at Beginning of Year	667	770	6,101	7,538
Cash and Cash Equivalents at End of Year	<u>\$ 1,318</u>	<u>\$ 1,350</u>	<u>\$ 6,201</u>	<u>\$ 8,869</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities				
Operating Income (Loss)	\$ 609	\$ 599	\$ (622)	\$ 586
Depreciation	432	8	29	469
Changes in Assets and Liabilities:				
(Increase) Decrease in Due from TWA	(280)	16	321	57
(Increase) Decrease in Accounts Receivable	(5)	(9)	-	(14)
(Increase) Decrease in Inventories	2	-	-	2
(Increase) Decrease in Due From Other Governments	(281)	-	-	(281)
(Increase) Decrease in Deferred Outflows OPEB	(3)	-	-	(3)
(Increase) Decrease in Deferred Outflows Pensions	(1,303)	-	-	(1,303)
Increase (Decrease) in Accounts Payable	273	-	(4)	269
Increase (Decrease) in Claims Payable	-	(66)	(55)	(121)
Increase (Decrease) in OPEB Liability	33	-	-	33
Increase (Decrease) in Compensated Absences	(25)	-	-	(25)
Increase (Decrease) in Net Pension Liability	2,616	-	-	2,616
Increase (Decrease) in Deferred Inflows OPEB	(20)	-	-	(20)
Increase (Decrease) in Deferred Inflows Pensions	(1,024)	-	-	(1,024)
Total Adjustments	<u>415</u>	<u>(51)</u>	<u>291</u>	<u>655</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,024</u>	<u>\$ 548</u>	<u>\$ (331)</u>	<u>\$ 1,241</u>

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City of Kissimmee, Florida
Statistical Section
September 30, 2022

This part of the City of Kissimmee, Florida's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant years.

Schedule 1
City of Kissimmee, Florida

NET POSITION BY COMPONENT
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<u>Governmental activities</u>										
Net investment										
in capital assets	\$ 137,945	\$ 148,239	\$ 163,458	\$ 159,525	\$ 171,862	\$ 160,750	\$ 168,706	\$ 178,154	\$ 184,731	\$ 186,416
Restricted	14,019	12,220	16,865	20,474	21,469	26,878	32,621	33,231	40,052	54,396
Unrestricted	19,796	25,233	(5,079)	(3,698)	(2,528)	(4,692)	125	(3,503)	2,108	1,634
Total governmental activities net position	<u>\$ 171,760</u>	<u>\$ 185,692</u>	<u>\$ 175,244</u>	<u>\$ 176,301</u>	<u>\$ 190,803</u>	<u>\$ 182,936</u>	<u>\$ 201,452</u>	<u>\$ 207,882</u>	<u>\$ 226,891</u>	<u>\$ 242,446</u>
<u>Business-type activities</u>										
Net investment										
in capital assets	\$ 37,374	\$ 41,655	\$ 42,959	\$ 42,126	\$ 43,725	\$ 49,095	\$ 49,355	\$ 49,204	\$ 51,601	\$ 53,546
Restricted	388	12	488	24	-	36	73	69	-	-
Unrestricted	3,549	4,509	1,858	2,996	1,879	1,874	3,277	4,273	2,845	4,809
Total business-type activities net position	<u>\$ 41,311</u>	<u>\$ 46,176</u>	<u>\$ 45,305</u>	<u>\$ 45,146</u>	<u>\$ 45,604</u>	<u>\$ 51,005</u>	<u>\$ 52,705</u>	<u>\$ 53,546</u>	<u>\$ 54,446</u>	<u>\$ 58,355</u>
<u>Primary government</u>										
Net investment										
in capital assets	\$ 175,319	\$ 189,894	\$ 206,417	\$ 201,651	\$ 215,587	\$ 209,845	\$ 218,061	\$ 227,358	\$ 236,332	\$ 239,962
Restricted	14,407	12,232	17,353	20,498	21,469	26,914	32,694	33,300	40,052	54,396
Unrestricted	23,345	29,742	(3,221)	(702)	(649)	(2,818)	3,402	770	4,953	6,443
Total primary government net position	<u>\$ 213,071</u>	<u>\$ 231,868</u>	<u>\$ 220,549</u>	<u>\$ 221,447</u>	<u>\$ 236,407</u>	<u>\$ 233,941</u>	<u>\$ 254,157</u>	<u>\$ 261,428</u>	<u>\$ 281,337</u>	<u>\$ 300,801</u>

Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental activities:										
General government	\$ 32,203	\$ 34,892	\$ 32,649	\$ 38,386	\$ 37,622	\$ 38,402	\$ 41,436	\$ 48,354	\$ 46,066	\$ 50,392
Public safety	31,600	32,134	33,644	36,631	40,187	39,039	42,946	45,599	44,709	50,259
Physical environment	-	-	-	-	-	-	-	-	-	-
Transportation	6,559	7,738	8,437	18,435	6,651	10,834	13,908	8,049	9,079	14,312
Economic environment	1,526	1,053	962	389	1,103	1,944	1,302	997	1,468	1,228
Culture/Recreation	5,430	5,499	4,255	8,360	7,534	7,659	3,940	8,110	8,183	9,211
Interest on long-term debt	1,332	1,352	1,499	3,028	2,620	2,791	2,854	2,644	2,495	2,944
Total governmental activities expenses	\$ 78,650	\$ 82,668	\$ 81,446	\$ 105,229	\$ 95,717	\$ 100,669	\$ 106,386	\$ 113,753	\$ 112,000	\$ 128,346
Business-type activities:										
Stormwater	\$ 3,409	\$ 3,546	\$ 3,725	\$ 4,029	\$ 3,998	\$ 4,633	\$ 4,941	\$ 4,885	\$ 5,363	\$ 5,258
Airport	1,248	1,231	1,425	2,160	2,497	1,564	1,707	1,640	1,751	2,423
Solid waste	3,773	4,107	4,288	4,436	4,497	4,559	5,131	5,335	5,489	6,020
Total business-type activities expenses	\$ 8,430	\$ 8,884	\$ 9,438	\$ 10,625	\$ 10,992	\$ 10,756	\$ 11,779	\$ 11,860	\$ 12,603	\$ 13,701
Total primary government net expenses	\$ 87,080	\$ 91,552	\$ 90,884	\$ 115,854	\$ 106,709	\$ 111,425	\$ 118,165	\$ 125,613	\$ 124,603	\$ 142,047
Program revenues										
Governmental activities:										
Charges for services - general government	\$ 18,661	\$ 21,352	\$ 21,837	\$ 21,855	\$ 22,162	\$ 22,737	\$ 25,376	\$ 26,837	\$ 28,541	\$ 30,526
Charges for services - public safety	10,255	8,136	6,567	8,373	8,574	10,223	11,071	9,077	8,776	13,321
Charges for services - all others	1,956	2,030	2,454	2,064	1,981	2,094	1,928	824	1,247	1,620
Operating grants and contributions	1,039	894	594	951	1,374	1,296	2,900	1,236	2,400	5,646
Capital grants and contributions	1,988	7,455	7,040	11,361	5,322	10,921	7,545	5,815	9,125	4,589
Total governmental activities program revenues	\$ 33,899	\$ 39,867	\$ 38,492	\$ 44,604	\$ 39,413	\$ 47,271	\$ 48,820	\$ 43,789	\$ 50,089	\$ 55,702
Business-type activities:										
Charges for services - stormwater	\$ 4,399	\$ 4,432	\$ 4,659	\$ 4,732	\$ 5,105	\$ 5,188	\$ 5,561	\$ 5,786	\$ 5,860	\$ 6,088
Charges for services - airport	824	925	844	856	868	932	875	828	956	1,185
Charges for services - solid waste	4,608	4,822	4,773	4,772	5,066	5,010	5,362	5,844	5,938	6,229
Operating grants and contributions	-	-	-	-	-	-	-	157	254	312
Capital grants and contributions	1,749	3,890	934	1,007	651	2,615	2,022	580	1,007	2,879
Total business-type activities program revenues	\$ 11,580	\$ 14,069	\$ 11,210	\$ 11,367	\$ 11,690	\$ 13,745	\$ 13,820	\$ 13,195	\$ 14,015	\$ 16,693
Total primary government program revenues	\$ 45,479	\$ 53,936	\$ 49,702	\$ 55,971	\$ 51,103	\$ 61,016	\$ 62,640	\$ 56,984	\$ 64,104	\$ 72,395
Net (expense) / revenue										
Governmental activities	\$ (44,751)	\$ (42,801)	\$ (42,954)	\$ (60,625)	\$ (56,304)	\$ (53,398)	\$ (57,566)	\$ (69,964)	\$ (61,911)	\$ (72,644)
Business-type activities	3,150	5,185	1,772	742	698	2,989	2,041	1,335	1,412	2,992
Total primary government net expense	\$ (41,601)	\$ (37,616)	\$ (41,182)	\$ (59,883)	\$ (55,606)	\$ (50,409)	\$ (55,525)	\$ (68,629)	\$ (60,499)	\$ (69,652)

Continued next page

Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General revenues and other changes in net position										
Governmental activities:										
Property tax	\$ 11,085	\$ 11,456	\$ 11,756	\$ 11,620	\$ 12,275	\$ 13,228	\$ 14,608	\$ 16,382	\$ 17,739	\$ 19,326
Sales tax	9,601	10,420	11,106	11,885	12,412	5,318	5,434	4,567	5,460	6,618
Public service tax	6,389	6,572	6,556	6,703	6,892	6,979	7,024	7,141	7,233	7,459
Gas tax	2,634	2,581	2,582	2,773	2,657	2,811	2,831	2,525	2,767	2,968
Local option discretionary tax	-	-	-	-	-	7,986	8,144	7,048	8,555	10,783
State revenue sharing	1,838	2,517	2,564	2,339	2,579	2,735	2,914	2,654	3,178	3,941
Other Locally Assessed Utility Tax	-	-	-	-	-	-	1,650	1,664	1,727	1,838
Other taxes	2,389	2,032	2,257	2,738	2,872	3,109	1,914	2,397	3,629	2,327
Franchise fees (1)	141	140	159	165	154	179	184	177	197	230
Unrestricted intergovernmental revenues	15,000	19,616	21,069	23,911	23,371	25,531	25,546	25,641	27,090	30,159
Investment income (loss)	178	138	233	418	688	881	2,448	1,816	(71)	(406)
Miscellaneous revenues	1,116	765	1,095	1,385	1,092	1,201	2,557	1,708	1,916	2,292
Gain on sale of capital assets	202	171	-	-	168	26	127	2,062	942	-
Transfers in (out)	566	325	651	780	1,212	669	701	612	558	664
Total governmental activities	\$ 51,139	\$ 56,733	\$ 60,028	\$ 64,717	\$ 66,372	\$ 70,653	\$ 76,082	\$ 76,394	\$ 80,920	\$ 88,199
Business-type activities:										
Investment income (loss)	\$ 14	\$ 5	\$ 17	\$ 24	\$ 29	\$ 45	\$ 143	\$ 105	\$ 5	\$ (19)
Miscellaneous revenues	-	-	-	-	-	37	48	7	4	3
Gain on sale of capital assets	-	-	-	48	27	52	169	6	37	1,597
Transfers in (out)	(566)	(325)	(651)	(780)	(1,212)	(669)	(701)	(612)	(558)	(664)
Total business-type activities	\$ (552)	\$ (320)	\$ (634)	\$ (708)	\$ (1,156)	\$ (535)	\$ (341)	\$ (494)	\$ (512)	\$ 917
Total primary government	\$ 50,587	\$ 56,413	\$ 59,394	\$ 64,009	\$ 65,216	\$ 70,118	\$ 75,741	\$ 75,900	\$ 80,408	\$ 89,116
Change in net position										
Governmental activities	\$ 6,388	\$ 13,932	\$ 17,074	\$ 4,092	\$ 10,068	\$ 17,255	\$ 18,516	\$ 6,430	\$ 19,009	\$ 15,555
Business-type activities	2,598	4,865	1,138	34	(458)	2,454	1,700	841	900	3,909
Total	\$ 8,986	\$ 18,797	\$ 18,212	\$ 4,126	\$ 9,610	\$ 19,709	\$ 20,216	\$ 7,271	\$ 19,909	\$ 19,464

(1) Franchise fees reported in charges for services in 2007 and 2008; however, clarification determined classification proper as general revenues in 2009;

(2) During the fiscal year ended September 30, 2015, GASB Statement No. 68 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.

(3) During the fiscal year ended September 30, 2014, a restatement of net position for governmental activities was reported due to changes in accounting principles and prior period adjustments. Periods prior to September 30, 2014 were not adjusted for these changes.

(4) During the fiscal year ended September 30, 2018, GASB Statement No. 75 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.

Schedule 3
City of Kissimmee, Florida

FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<u>General fund</u>										
Nonspendable	\$ 378	\$ 199	\$ 199	\$ 330	\$ 339	\$ 334	\$ 361	\$ 318	\$ 317	\$ 317
Restricted	599	1,355	1,347	1,287	930	634	667	479	560	803
Assigned	1,614	1,695	990	2,188	1,814	1,971	736	3,768	3,448	7,203
Unassigned	19,724	21,729	23,023	23,449	25,435	28,350	31,723	30,432	35,067	36,588
Total general fund	\$ 22,315	\$ 24,978	\$ 25,559	\$ 27,254	\$ 28,518	\$ 31,289	\$ 33,487	\$ 34,997	\$ 39,392	\$ 44,911
<u>All other governmental funds</u>										
Nonspendable	\$ 739	\$ 762	\$ 802	\$ 839	\$ 883	\$ 1,033	\$ 995	\$ 1,059	\$ 1,135	\$ 4,898
Restricted	15,199	15,863	20,123	52,800	48,117	45,341	40,641	31,640	37,156	58,014
Assigned	42	42	86	103	59	59	59	59	76	96
Unassigned	(1,435)	(527)	(1,005)	(1,397)	(816)	(400)	(981)	(1,460)	(56)	(132)
Total all other governmental funds	\$ 14,545	\$ 16,140	\$ 20,006	\$ 52,345	\$ 48,243	\$ 46,033	\$ 40,714	\$ 31,298	\$ 38,311	\$ 62,876
Total fund balances all governmental funds	\$ 36,860	\$ 41,118	\$ 45,565	\$ 79,599	\$ 76,761	\$ 77,322	\$ 74,201	\$ 66,295	\$ 77,703	\$ 107,787

Schedule 4
City of Kissimmee, Florida

CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues										
Taxes	\$ 25,967	\$ 27,032	\$ 26,866	\$ 28,398	\$ 29,524	\$ 31,276	\$ 32,873	\$ 33,367	\$ 36,579	\$ 40,734
Permits, fees and special assessments	4,218	2,276	3,702	3,452	5,252	5,674	5,167	3,213	2,027	5,675
Intergovernmental revenues	30,014	39,955	41,566	41,969	42,524	45,836	48,997	47,542	57,318	59,580
Charges for services	8,288	8,397	7,930	8,689	8,483	9,881	10,090	8,871	10,627	12,216
Fines and forfeitures	910	1,561	572	455	697	387	923	403	326	655
Investment income (loss)	157	137	211	390	643	823	2,277	1,669	(53)	(355)
Miscellaneous revenues	540	592	722	766	743	810	1,901	999	1,573	1,640
Total revenues	\$ 70,094	\$ 79,950	\$ 81,569	\$ 84,119	\$ 87,866	\$ 94,687	\$ 102,228	\$ 96,064	\$ 108,397	\$ 120,145
Expenditures										
General government	\$ 16,136	\$ 18,438	\$ 16,524	\$ 22,951	\$ 23,576	\$ 21,181	\$ 24,413	\$ 26,866	\$ 24,340	\$ 25,806
Public safety	33,003	31,708	33,638	33,906	37,393	39,453	43,991	44,549	49,929	48,352
Transportation	8,113	16,184	13,239	10,803	10,017	10,691	11,972	9,923	11,689	12,854
Economic environment	1,322	1,067	757	429	899	1,943	1,302	997	1,468	1,937
Culture/Recreation	11,500	6,686	7,048	7,546	7,231	6,956	7,543	7,127	7,436	7,767
Debt service:										
Principal retirement	3,661	3,906	3,853	3,832	4,163	4,144	4,088	4,226	4,969	5,669
Interest and fiscal charges	1,332	1,352	1,498	2,246	2,764	2,939	2,991	2,782	2,620	2,715
Professional fees	-	-	-	438	17	13	24	23	36	390
Capital Outlay	2,615	6,784	1,450	6,504	10,778	14,058	15,391	10,444	43	18
Total expenditures	\$ 77,682	\$ 86,125	\$ 78,007	\$ 88,655	\$ 96,838	\$ 101,378	\$ 111,715	\$ 106,937	\$ 102,530	\$ 105,508
Excess of revenues over (under) expenditures	\$ (7,588)	\$ (6,175)	\$ 3,562	\$ (4,536)	\$ (8,972)	\$ (6,691)	\$ (9,487)	\$ (10,873)	\$ 5,867	\$ 14,637
Other financing sources (uses)										
Transfers in	\$ 9,381	\$ 7,218	\$ 12,419	\$ 51,835	\$ 11,351	\$ 10,224	\$ 10,909	\$ 10,796	\$ 11,001	\$ 13,393
Transfers (out)	(8,772)	(6,893)	(11,751)	(50,716)	(10,112)	(9,537)	(10,162)	(10,184)	(10,472)	(12,759)
Proceeds from sale of capital assets	202	508	110	147	165	126	219	2,355	1,108	-
Issuance of notes payable	-	9,600	3,875	42,930	4,730	6,220	5,400	-	16,350	26,730
Issuance of leases	1,891	-	-	-	-	219	-	-	3,904	4,433
Issuance premium	-	-	-	4,838	-	-	-	-	-	-
Payment to bond escrow agent	-	-	(3,768)	(10,464)	-	-	-	-	(16,350)	(16,350)
Total other financing sources (uses)	\$ 2,702	\$ 10,433	\$ 885	\$ 38,570	\$ 6,134	\$ 7,252	\$ 6,366	\$ 2,967	\$ 5,541	\$ 15,447
Net change in fund balances	\$ (4,886)	\$ 4,258	\$ 4,447	\$ 34,034	\$ (2,838)	\$ 561	\$ (3,121)	\$ (7,906)	\$ 11,408	\$ 30,084
Debt service as a percentage of non-capital expenditures										
	8.4%	7.1%	8.3%	9.0%	9.4%	9.2%	8.9%	8.1%	8.6%	9.2%

Schedule 5
City of Kissimmee, Florida

ASSESSED AND ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Assessed Values			Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
	Real Property	Personal Property	Total					
2013	2,776,988	469,255	3,246,243	1,071,233	2,175,010	4.6253	2,175,010	149.252%
2014	2,894,416	423,367	3,317,783	1,051,534	2,266,249	4.6253	2,266,249	146.400%
2015	3,046,246	430,402	3,476,648	1,057,067	2,419,581	4.6253	2,419,581	143.688%
2016	3,221,933	432,684	3,654,617	1,051,050	2,603,567	4.6253	2,603,567	140.370%
2017	3,672,184	565,323	4,237,507	1,261,016	2,976,491	4.6253	2,976,491	142.366%
2018	4,096,454	545,629	4,642,083	1,355,470	3,286,613	4.6253	3,286,613	141.242%
2019	4,576,175	657,682	5,233,857	1,555,998	3,677,859	4.6253	3,677,859	142.307%
2020	4,942,470	668,059	5,610,529	1,622,804	3,987,725	4.6253	3,987,725	140.695%
2021	5,349,402	741,001	6,090,403	1,743,350	4,347,053	4.6253	4,347,053	140.104%
2022	5,995,371	756,969	6,752,340	1,355,470	5,396,870	4.6253	5,396,870	125.116%

Source: Osceola County Property Appraiser's Office.

Note: Property is reassessed each year by the Osceola County Property Appraiser. Property is assessed at actual value, therefore the assessed values are equal to the actual values. Tax rates are per \$1,000 of assessed valuation.

Schedule 6
City of Kissimmee, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES
Last Ten Fiscal Years
(per \$1,000 of Assessed Taxable Value)

Fiscal Year	City of Kissimmee Florida	Osceola County			Okeechobee and Everglades Basins	South Florida Water Mgmt. Dist.	Total
		Government	Library	School Board			
2013	4.625	6.700	0.257	7.454	0.253	0.176	19.465
2014	4.625	6.700	0.257	7.375	0.243	0.169	19.369
2015	4.625	6.700	0.257	7.261	0.227	0.158	19.228
2016	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2017	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2018	4.625	6.700	0.300	6.411	0.173	0.129	18.338
2019	4.625	6.700	0.300	6.240	0.164	0.115	18.144
2020	4.625	6.700	0.300	6.026	0.157	0.110	17.918
2021	4.625	6.700	0.300	5.897	0.151	0.133	17.806
2022	4.625	6.700	0.300	5.516	0.135	0.095	17.371

Source: Osceola County Tax Collector's Office.

Schedule 7
City of Kissimmee, Florida

PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Total Collections as a Percent of Current Levy
2013	\$ 10,060	\$ 9,357	93.0%	\$ 394	\$ 9,751	96.9%
2014	10,496	9,629	91.7%	516	10,145	96.7%
2015	11,191	10,470	93.6%	419	10,889	97.3%
2016	12,048	11,191	92.9%	429	11,620	96.4%
2017	12,732	11,937	93.8%	338	12,275	96.4%
2018	13,720	12,617	92.0%	611	13,228	96.4%
2019	15,143	14,140	93.4%	467	14,607	96.5%
2020	16,999	15,780	92.8%	604	16,384	96.4%
2021	18,411	17,279	93.9%	459	17,738	96.3%
2022	20,081	18,943	94.3%	383	19,326	96.2%

Source: Osceola County Tax Collector's Office.

Schedule 8
City of Kissimmee, Florida

PRINCIPAL PROPERTY TAXPAYERS
Current Year and Nine Years Ago
(dollar amounts are expressed in thousands)

			Fiscal Year 2021 / 2022 (a)			Fiscal Year 2012 / 2013 (b)		
Property Description	Use	Taxpayer	Taxable Value	Percent of Total Taxable Value	Rank	Taxable Value	Percent of Total Taxable Value	Rank
Local hospital	Medical care	Osceola Regional Hospital, Inc.	\$ 129,884	24.61%	1	\$ 62,205	26.22%	1
Apartment complex	Rentals	CLPF	63,339	12.00%	2	-	-	
		Sonceto (Kissimmee) Owner						
Apartment complex	Rentals	LLC	60,280	11.42%	3	-	-	
Apartment complex	Rentals	BMF IV FL Lake Tivoli	46,929	8.89%	4	-	-	
Apartment complex	Rentals	Continental 330 Fund LLC	42,892	8.13%	5	-	-	
Apartment complex	Rentals	FL Arrow Ridge Apts	38,924	7.38%	6	-	-	
Retail store	Merchandising	Loop West LLC	37,728	7.15%	7	29,635	12.49%	3
Apartment complex	Rentals	Kissimmee Lakes Owner	37,314	7.07%	8	-	-	
Retail store	Merchandising	PR Kissimmee Active Adult	35,474	6.72%	9	-	-	
Apartment complex	Rentals	1880 Destiny Blvd	34,977	6.63%	10	-	-	
Retail store	Merchandising	Wal-Mart Stores, Inc.	-	-		20,746	8.75%	5
Condominiums	Rentals	G&I Vineyards LLC	-	-		29,928	12.62%	2
Condominiums	Timeshare sales	Oak Plantation Realty Partners	-	-		35,418	10.71%	4
Apartment complex	Rentals	Alliance HTFL Ltd Partnership	-	-		18,603	7.84%	6
Apartment complex	Rentals	Fountainhead Phase I, Inc.	-	-		18,471	7.79%	7
Apartment complex	Rentals	Dalcor Reef Club Apartments	-	-		16,305	6.87%	8
Apartment complex	Rentals	MPG Osceola Ltd	-	-		14,612	6.16%	9
Apartment complex	Rentals	Grande Court Associates	-	-		1,296	0.55%	10
Totals			<u>\$ 527,741</u>	<u>100.00%</u>		<u>\$ 247,219</u>	<u>100.00%</u>	

(a) The fiscal year ended September 30, 2022 tax levy is based on the 2021 taxable value.

(b) The fiscal year ended September 30, 2013 tax levy is based on the 2012 taxable value.

Source: Osceola County Property Appraiser's Office.

Schedule 9
City of Kissimmee, Florida

RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(dollar amounts of debt are expressed in thousands)

Fiscal Year	Governmental Activities						Business-type Activities		Total Primary Government	City of Kissimmee Personal Income	Percentage of Personal Income	Per Capita
	Tax Revenue Bonds	Sales Tax Revenue Notes	Commercial Notes	Covenant Revenue Notes	Leases Payable	Financed Purchases	Financed Purchases					
2013	\$ 287	\$ 22,935	\$ -	\$ 20,378	\$ -	\$ 1,707	\$ 441	\$ 45,748	\$ 1,799,661	2.5%	0.72	
2014	256	30,835	-	18,928	-	1,338	292	51,649	1,874,438	2.8%	0.80	
2015	224	28,780	-	17,882	-	963	141	47,990	1,958,685	2.5%	0.72	
2016	47,508	26,630	-	6,945	-	582	-	81,665	2,032,013	3.8%	1.14	
2017	46,161	24,390	4,730	6,595	-	195	-	82,071	2,092,934	3.5%	1.04	
2018	44,778	22,065	10,950	6,235	-	177	-	84,205	2,141,987	3.9%	1.18	
2019	43,358	19,655	16,350	5,855	-	138	-	85,356	2,232,608	3.6%	1.09	
2020	41,902	17,170	16,350	5,455	-	92	-	80,969	2,221,354	3.6%	1.11	
2021	40,389	14,590	16,350	5,045	-	3,369	-	79,743	2,437,132	3.3%	1.01	
2022	65,395	11,915	-	4,620	4,009	2,802	-	88,741	2,460,697	3.4%	1.01	

Sources: Population and personal income data from University of Florida, Bureau of Economics and Business Research. Annual increases for CPI of 3%.

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Debt limitation: There are no legal debt limits for Florida municipalities.

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Schedule 10
City of Kissimmee, Florida

DIRECT AND OVERLAPPING GOVERNMENTAL DEBT
September 30, 2022
(dollar amounts are expressed in thousands)

Taxing District	Net Debt Outstanding	Estimated Overlapping (1)	City's Share of Debt
Osceola County School District			
State School Bonds:			
Series 2011ARFD	\$ 165	11.0%	\$ 18
Series 2014A	559	11.0%	61
Series 2017ARFD	536	11.0%	59
District Revenue Bonds:			
Sales Tax Revenue Bonds, Series 2015	13,582	11.0%	1,494
Sales Tax Revenue Bonds, Series 2017	5,785	11.0%	636
Capital Sales Tax Revenue Bonds, Series 2017	66,575	11.0%	7,323
Capital Sales Tax Revenue Bonds, Series 2021	68,180	11.0%	7,500
Certificates of Participation:			
Series 2013A	2,820	11.0%	310
Series 2014A	3,605	11.0%	397
Series 2015A	2,990	11.0%	329
Series 2017A	38,335	11.0%	4,217
Series 2020A	3,190	11.0%	351
Series 2021A	20,885	11.0%	2,297
Qualified School Construction Bonds:			
Series 2010A	40,500	11.0%	4,455
Education Benefit Districts:			
Bellalago Benefit District	7,351	11.0%	809
Total Osceola County School District	275,058	11.0%	30,256
Osceola County			
Limited General Obligation Debt, Series 2006	4,285	12.3%	527
Environmental Land, Series 2010	7,680	12.3%	945
Total Osceola County	11,965	12.3%	1,472
Total Overlapping Debt	\$ 287,023		\$ 31,728
Total Direct Governmental Activities Debt	\$ 88,740	100.0%	88,740
Total Direct and Overlapping Debt	\$ 375,763		\$ 120,468

Sources: Osceola County Finance Department.
City of Kissimmee Finance Department.
Osceola County School Board Finance Department.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Kissimmee, Florida. This process recognizes that when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) Allocated on the basis of assessed values used for the purpose of ad valorem taxation.

Schedule 11
City of Kissimmee, Florida

PLEDGED REVENUE COVERAGE
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

<u>Excise Tax Revenue Bonds</u>					<u>Sales Tax Revenue Bonds</u>				
<u>Fiscal Year</u>	<u>Excise Tax Revenues</u>	<u>Debt Service Requirements</u>			<u>Sales Tax Revenues</u>	<u>Debt Service Requirements</u>			
		<u>Principal</u>	<u>Interest</u>	<u>Coverage</u>		<u>Principal</u>	<u>Interest</u>	<u>Coverage</u>	
2013	\$ 166	\$ 29	\$ 16	3.69	\$ 4,759	\$ 1,630	\$ 676	2.06	
2014	211	31	14	4.69	6,211	1,700	742	2.54	
2015	176	32	13	3.91	6,642	2,055	859	2.28	
2016	301	34	12	4.37	7,102	2,150	803	2.41	
2017	292	36	10	6.35	7,408	2,240	743	2.48	
2018	271	37	8	6.02	6,715	2,325	728	2.20	
2019	266	39	6	5.91	8,144	2,410	671	2.64	
2020	270	25	4	8.18	7,048	2,485	596	1.91	
2021	286	26	3	8.67	8,555	2,580	519	2.76	
2022	198	28	1	6.00	10,783	2,675	439	3.46	

(1) Pledged revenues are half-cent sales tax, public service taxes, and communication services taxes; however, debt service paid from local option sales tax, CRA fund, Mobility Fund, and gas taxes.

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: City of Kissimmee Finance Department.

Continued on next page

Tax Revenue Bonds (1)

Debt Service Requirements

Fiscal Year	Revenues (1)	Principal	Interest	Coverage
2013	\$ -	\$ -	\$ -	-
2014	-	-	-	-
2015	-	-	-	-
2016	11,487	450	1,199	6.97
2017	11,897	1,150	1,813	4.02
2018	12,297	1,185	1,779	4.15
2019	12,458	1,220	1,739	4.21
2020	11,708	1,270	1,691	3.95
2021	12,692	1,325	1,640	4.28
2022	14,076	1,535	2,012	3.97

Schedule 12
City of Kissimmee, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years

Fiscal Year	Population (1)	Per Capita Personal Income (2)	Personal Income (2)	School Enrollment (3)	Unemployment Rate (4)
2013	63,662	\$ 28,269	\$ 1,799,661	57,639	6.6%
2014	64,365	29,122	1,874,438	58,851	5.3%
2015	66,592	29,413	1,958,685	64,689	5.5%
2016	68,401	29,707	2,032,013	62,648	4.8%
2017	69,962	29,915	2,092,934	65,179	3.6%
2018	72,163	30,125	2,141,987	67,796	3.2%
2019	74,800	30,336	2,232,608	69,114	3.2%
2020	75,644	30,548	2,221,354	69,713	6.9%
2021	79,226	30,762	2,437,132	75,343	4.5%
2022	79,436	30,977	2,460,697	75,571	2.9%

Sources:

- (1) U.S. Census of Population and Housing. University of Florida, Bureau of Economic and Business Research, "Florida Statistical Abstract".
- (2) U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information System. The actual per capita personal income is for Osceola County. The per capita figures are multiplied by the population to determine the total personal income.
- (3) Osceola County School Board. (Enrollment is determined in February of each year at the conclusion of the full-time equivalent survey period)
http://www.osceolaschools.net/departments/businessfiscalservices/budget/f_t_e_enrollment/
- (4) Florida Agency for Workforce Innovation, Labor Market Statistics, Local Area Unemployment Statistics Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.
Orlando-Kissimmee (Lake, Orange, Osceola & Seminole)
<http://www.labormarketinfo.com/library/laus/MSAs/LFSoc2.xls>

Schedule 13
City of Kissimmee, Florida

PRINCIPAL EMPLOYERS ¹
Current Year and Nine Years Ago

		Fiscal Year 2021 / 2022 (1)			Fiscal Year 2012 / 2013		
Employer	Business	Employees	Percent of Total City Employment	Rank	Employees	Percent of Total City Employment	Rank
Osceola County School District	Education	7,900	9.61%	1	7,087	11.13%	1
Walt Disney Company	Entertainment	3,400	4.14%	2	3,700	5.81%	2
Adventist Health System	Healthcare	2,998	3.65%	3	-		
HCA Healthcare	Healthcare	2,190	2.67%	4	1,357	2.13%	5
Osceola County Government	Government	1,410	1.72%	5	1,311	2.06%	6
Buena Vista Construction	Construction	1,296	1.58%	6	-		
McLane/Suneast	Distribution	1,270	1.55%	7	900	1.41%	8
Lowe's Distribution Center	Distribution	1,035	1.26%	8	-		
Jr. Davis Construction	Construction	928	1.13%	9	-		
Company	Construction	928	1.13%	9	-		
Omni Orlando Resort	Hospitality	831	1.01%	10	900	1.41%	9
Walmart Stores	Retail	-			2,730	4.29%	3
Gaylord Palms	Hospitality	-			1,445	2.27%	4
Publix Supermarket	Retail	-			1,350	2.12%	7
City of Kissimmee	Government	-			684	1.07%	10
Total		<u>23,258</u>			<u>21,464</u>		

Sources: (1) Osceola County Office of Economic Development

Schedule 14
City of Kissimmee, Florida

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION / PROGRAM
Last Ten Fiscal Years

Full-time Equivalent Employees as of September 30										
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<u>General government</u>										
Central Services	34	35	35	32	35	35	40	42	40	41
City Attorney	3	4	5	5	5	5	5	5	5	5
City Commission	5	5	5	5	5	5	5	5	5	5
City Manager	14	14	14	13	13	13	13	14	14	16
Finance	12	12	13	12	13	13	13	13	14	14
Personnel	8	8	8	12	10	10	9	10	10	10
<u>Public safety</u>										
Fire	105	105	105	106	112	112	113	111	112	113
Police	199	201	204	208	208	210	227	230	233	236
Law Enforcement Grant	3	3	3	3	3	3	3	3	3	3
School Crossing Guard	11	11	11	11	-	-	-	-	-	-
<u>Physical environment</u>										
Public Works	38	40	40	40	39	40	41	45	40	36
Sanitation	26	26	26	26	27	27	27	28	29	29
Stormwater	30	34	33	34	34	36	36	37	37	35
<u>Transportation</u>										
Airport	8	8	8	8	8	8	8	8	8	8
Local Option Gas Tax	12	10	10	12	12	12	12	12	13	12
<u>Economic Environment</u>										
Development Services	23	23	24	31	33	33	33	40	40	38
Community Development										
Blk Grant	2	2	2	2	2	2	2	2	2	4
<u>Culture / Recreation</u>										
Parks & Recreation	78	80	82	85	69	67	68	68	70	70
Civic Center	-	-	-	-	-	-	-	-	-	-
Total	611	621	628	645	628	631	655	673	675	675

Source: City of Kissimmee Office of Management and Budget.
Budgeted full-time equivalents.

Public Safety: Police - 20 auxillary officers (unpaid positions) have been excluded.

Schedule 15
City of Kissimmee, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<u>Building Inspections</u>										
Building permits issued	2,964	4,099	4,206	4,371	5,894	7,855	5,374	5,564	7,174	11,576
<u>Law Enforcement</u>										
Physical arrests	2,221	2,498	1,964	1,848	2,022	2,160	2,262	1,870	2,241	2,255
Traffic and parking violations	14,499	11,613	11,390	9,603	11,225	7,449	7,083	4,536	9,907	12,265
<u>Fire</u>										
Emergency responses	11,273	11,875	12,191	12,879	13,394	13,322	13,817	12,131	14,542	15,041
Fire incidents	257	244	226	274	334	273	231	269	276	294
Emergency medical services incidents	9,553	9,863	10,194	10,547	10,988	10,562	11,113	9,699	11,654	12,041
Fire safety inspections	740	995	888	968	1,326	1,345	1,193	680	1,054	1,619
Fire plan reviews	760	871	1,065	1,041	1,002	889	853	719	897	1,087
<u>Other Public Works</u>										
Street resurfacing (tons of asphalt)	3,013	3,582	5,134	-	1,524	3,067	1,524	2,589	-	-
Other street repairs (tons of asphalt) 1	40,104	193	109	175	107	96	119	558	296	-

Note: Indicators are not currently available for the general government and culture/recreation functions.

Source: Various City Departments.

(1) In FY 2012 and 2013, microsurfacing utilized sq. yd measurement replacing tons of asphalt measurement.

In FY 2016 and FY 2022, there was no street resurfacing done by the City. All resurfacing was done by the Florida Department of Transportation.

Schedule 16
City of Kissimmee, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<u>Transportation</u>										
Miles of streets (lane miles)	342	342	486	352	352	356	358	407	459	459
<u>Refuse collection trucks</u>	17	16	16	16	17	18	18	18	18	18
<u>Other public works</u>										
Traffic signals	52	52	52	52	52	52	50	51	42	42
Highways (miles)	17	17	15	8	8	8	8	8	10	10
<u>Public Safety</u>										
Fire stations	4	4	4	4	4	4	4	4	4	4
Police stations	1	1	1	1	1	1	1	1	1	1
Patrol units:										
Marked vehicles	126	131	118	120	127	140	147	147	124	136
Motorcycles	6	6	3	3	3	3	7	7	7	7
<u>Parks and Recreation</u>										
Park acreage	832	832	832	832	885	885	885	885	885	885
Number of regional parks	2	2	2	2	2	2	2	2	2	2
Number of large urban parks	1	1	1	1	1	1	1	1	1	1
Number of community parks	7	7	7	7	7	7	7	7	7	7
Number of neighborhood parks	8	8	8	8	8	8	8	8	8	8
Number of special use parks	5	5	5	5	5	5	5	6	6	6

Source: Various City Departments.

COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 23, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that are not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as **2022-01 Period End Closing Routine for Financial Reporting** that we consider to be a significant deficiency.

CERTIFIED PUBLIC ACCOUNTANTS

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs.

City of Kissimmee, Florida's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



May 23, 2023
Ocala, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Kissimmee, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



May 23, 2023
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2022

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
FEDERAL AWARDS				
Clustered				
Child Nutrition Cluster				
<u>U.S. Department of Agriculture</u>				
Passed through the Florida Dept of Agriculture and Consumer Services				
School Breakfast Program	10.553		\$ 99,846	\$ 99,846
National School Lunch Program	10.555		417,660	417,660
Supply Chain Assistance Funding	10.555		18,304	18,304
			<u>435,964</u>	<u>435,964</u>
Total U.S. Department of Agriculture - Child Nutrition Cluster			<u>535,810</u>	<u>535,810</u>
Not Clustered				
<u>U.S. Department of Housing and Urban Development</u>				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant 2015	14.218	B-15-MC-12-0051	90,606	29,852
Community Development Block Grant 2018	14.218	B-18-MC-12-0051	125,587	-
Community Development Block Grant 2019	14.218	B-19-MC-12-0051	166,089	146,759
Community Development Block Grant 2020	14.218	B-20-MC-12-0051	38,359	35,892
Community Development Block Grant 2021	14.218	B-21-MC-12-0051	403,104	213,933
Subtotal			<u>823,745</u>	<u>426,436</u>
Home Investment Partnerships Program				
Home Investment Partnerships Program 2020	14.239	Unk	164,432	-
Subtotal			<u>164,432</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			<u>988,177</u>	<u>426,436</u>
<u>U.S. Department of Justice</u>				
Passed through the Florida Office of the Attorney General				
Victims of Crime Act	16.575	VOCA2021-City of Kissimmee	58,331	
Bulletproof Vest Partnership	16.607	Unk	11,830	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2022-JAGC-OSCE-1-3B-150	17,450	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAGC-OSCE-3-5R-147	27,644	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAGC-OSCE-2-5R-149	6,505	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2020-JAG-DJ-BX-0767	26,121	
Subtotal			<u>77,720</u>	<u>-</u>
Total U.S. Department of Justice			<u>147,881</u>	<u>-</u>
<u>U.S. Department of Transportation</u>				
Airport Improvement Program	20.106	3-12-0038-040-2021	293,090	
Airport Improvement Program - ARPA	20.106	COVID-19 3-12-0038-041-2022	148,000	
Airport Improvement Program	20.106	3-12-0038-42-2022	38,232	
Airport Improvement Program	20.106	3-12-0038-037-2020	2,204,152	
Subtotal			<u>2,683,474</u>	<u>-</u>
Highway Planning and Construction Cluster				
Passed through the Florida Department of Transportation				
Highway Planning and Construction	20.205	439084-1-58-01/G1W42	297,735	
Highway Planning and Construction	20.205	437472-2-38-01/G2473	386,275	
Highway Planning and Construction	20.205	434916-1-48-01/G0I40	408,314	
Highway Planning and Construction	20.205	430225-1-38-90/AQQ79	158,372	
Subtotal			<u>1,250,696</u>	<u>-</u>
Total U.S. Department of Transportation			<u>3,934,170</u>	<u>-</u>
<u>U.S. Department of the Treasury</u>				
Coronavirus State and Local Fiscal Recovery Fund	21.027	COVID-19 SLT-3338	4,327,825	-
Total U.S. Department of the Treasury			<u>4,327,825</u>	<u>-</u>
<u>U.S. Department of Homeland Security / FEMA</u>				
Passed thru the Florida Department of Emergency Management				
Public Assistance - Hurricane Dorian	97.036	PA-00-06-59-01-064	1,835	*
Passed thru the Florida Department of Emergency Management				
Homeland Security Grant Program	97.067	R0500	31,312	**
Total U.S. Department of Homeland Security			<u>33,147</u>	<u>-</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 9,967,010</u>	<u>\$ 962,246</u>

Continued

CITY OF KISSIMMEE, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2022

NOTE 1 Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Kissimmee, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

NOTE 2 Indirect Cost Rate

The City of Kissimmee has elected not to use the de minimis indirect cost rate allowed under the OMB Uniform Guidance.

NOTE 3 Differences between Timing of Expenditures and Reporting on SEFA

* Expenditures for Hurricane Dorian occurred in FY2019; however, project amounts were obligated and paid in FY22.

** Amount presented is value of equipment received from the sub-grantee, Orange County Sheriff's Office, during 2021.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2022**

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of Auditor's Report Issued:	Unmodified
Internal Control Over Financial Reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	Yes
Non-compliance material to financial statements noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of Auditor's Report Issued on Compliance for Major Programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(A)	No
Identification of Major Programs:	

Federal Program

U.S. Department of Housing and Urban Development:	
Community Development Block Grant	Assistance Listing No. 14.218
U.S. Department of Treasury	
Coronavirus State and Local Fiscal Recovery Funds	Assistance Listing No. 21.027
Dollar Threshold Used to Distinguish Between Type A and Type B Programs – Federal Programs	\$750,000
Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?	Yes

Other Issues

The following statement, as applicable to the situation, may be required in the Schedule of Findings and Questioned Costs:

- No summary schedule of prior audit findings is required because there were no prior audit findings related to Federal Programs.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2022**

1. Findings Related to the Financial Statements Required to be Reported under Generally Accepted Government Auditing Standards (GAGAS)

2022-01 Period End Closing Routine for Financial Reporting (significant deficiency) (Updated from previous year's 2021 recommendation).

For the past several years the City's Annual Comprehensive Financial Report (ACFR) has been issued subsequent to the March deadline, more than a full 6 months after year-end, which is an indication that the City's monthly and year-end closing routines are not functioning as intended. Accurate and timely financial reporting is dependent upon regular monthly and year-end closing routine procedures. This includes timely reconciliations and analysis of key financial statement accounts to facilitate interim and year-end financial reporting.

During our audit process, we identified several areas where reconciliations were incomplete, requiring journal entries to accurately report year-end financial information:

- Capital Assets
- GASB 87, *Leases*
- Allowance for Doubtful accounts
- Grant Reporting
- Investments

In summary, we recommend management review their monthly and year-end close processes for areas of improvement and all other areas to ensure timely and more frequent reporting and preparation of the year-end financial statements. After this initial review has been completed with changes implemented, we would expect these efforts to benefit the City for many years.

2. Findings and Questioned Costs for Major Federal Programs

Noted no current year recommendations.

MANAGEMENT LETTER

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Kissimmee, Florida (the City) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated May 23, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315. Disclosures in those reports and schedule, which are dated May 23, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. See Schedule of Findings and Questioned Costs.

Current Year Finding #	2021-2022 FY Finding #	2019-2021 FY Finding #
2022-1	2021-1	2019-1

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City was established

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

MANAGEMENT LETTER

in 1907 and incorporated in 1937, under the legal authority of the Laws of Florida 18623. The Kissimmee Community Redevelopment Agency is considered a blended component unit and was established pursuant to Chapter 163 of the Florida Statutes. The three pension plans are not considered component units since they are not legally separate entities.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. Please see Schedule of Findings and Questioned Costs for such recommendation.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state, and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



May 23, 2023
Ocala, Florida

**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have examined the City of Kissimmee, Florida's (the City) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 23, 2023
Ocala, Florida

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FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

May 23, 2023

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter comment:
2022-01 Period End Closing Routine for Financial Reporting (significant deficiency)

Management's Response

The Finance Department has a new staff member in 10 of its 14 authorized positions. Most Finance Departments struggle to close on time even without the complications of losing a combined 60 years of institutional knowledge, implementing a full suite Enterprise Resource Planning system, and new GASB pronouncements all while trying to play catch up. In fully staffed years and absent all of the aforementioned complications, the City's closing routine was an issue of contention. Despite continuing to work through issues with the new software making routine transactions difficult and delayed, this past year an annual audit task list was used to guide the closing process. Timing this year was also exacerbated by scheduling and engagement management.

Finance agrees that accurate and timely financial reporting is dependent upon regular and monthly and year-end closing routine procedures. We have evaluated our period end closing routine process and implemented a monthly close process in conjunction with the year-end process incorporated this year. Furthermore, staff has already began catch up reconciliation efforts to ensure timely reporting despite tremendous setbacks.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tavia Ritchie".

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida



178



CITY OF KISSIMMEE

Finance Department
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Tavia Ritchie, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of City of Kissimmee which is a local governmental entity of the State of Florida.
2. The governing body of City of Kissimmee adopted (Ordinance No. 1067 implementing an impact fee or authorized City of Kissimmee to receive and expend proceeds of an impact fee implemented by City of Kissimmee.
3. City of Kissimmee has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.


Tavia Ritchie

STATE OF FLORIDA
COUNTY OF OSCEOLA

SWORN TO AND SUBSCRIBED before me this 24th day of April, 2023.



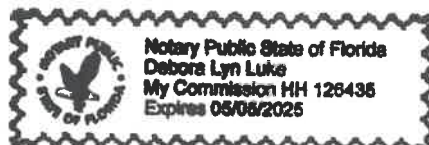
NOTARY PUBLIC

Print Name Debora L Luke

Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires:



Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2022

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2022

TABLE OF CONTENTS

Independent Auditor's Report	1-3
Management's Discussion and Analysis	4-6
Financial Statements	
Statement of Net Position and Governmental Fund Balance Sheet.....	7
Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balance.....	10
Notes to Financial Statements.....	12-15
Required Supplementary Information	
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	16
Other Reports	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	17-18
Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes	19
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes.....	20
Management Letter	21-22

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of the Kissimmee Vine Street Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the CRA), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA as of September 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2023 on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CRA's internal control over financial reporting and compliance.



March 26, 2023
Ocala, Florida

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Vine Street Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2022. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 2839. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$2,956,254.
- The CRA's fund balance increased by \$964,707 as a result of 2022 operations.
- Revenues for fiscal year 2022 were \$1,135,399 while expenditures totaled \$170,692.
- For the period ended September 30, 2022, actual revenues were more than budgeted revenues by \$73,087 while actual expenditures were \$2,626,237 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

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- Required Supplementary Information

Government-Wide Financial Statements

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**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

FINANCIAL STATEMENTS

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$2,956,254 (*net position*) as of the close of the most recent fiscal year, an increase of \$964,707 in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	<u>2022</u>	<u>2021</u>
Assets		
Cash and Cash Equivalents	\$ 2,956,254	\$ 2,010,902
Total Assets	<u>2,956,254</u>	<u>2,010,902</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	-	19,355
Total Liabilities	<u>-</u>	<u>19,355</u>
Net Position		
Restricted for Community Redevelopment	2,956,254	1,991,547
Total Net Position	<u>\$ 2,956,254</u>	<u>\$ 1,991,547</u>

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	<u>2022</u>	<u>2021</u>
Expenses		
General Government	\$ 170,692	\$ 154,720
Total Expenses	<u>170,692</u>	<u>154,720</u>
General Revenues		
Property Taxes	1,137,744	984,661
Investment Income	(2,345)	5,594
Total General Revenues	<u>1,135,399</u>	<u>990,255</u>
Net Change in Net Position	964,707	835,535
Net Position, Beginning of Year	<u>1,991,547</u>	<u>1,156,012</u>
Net Position, End of Year	<u><u>\$ 2,956,254</u></u>	<u><u>\$ 1,991,547</u></u>

Fiscal year 2022 activities increased the CRA's net position by \$964,707 from the prior year. This change resulted from an increase in tax increment financing revenues of \$153,083 in the current year due to an increase in property values within the CRA district. Expenses increased by \$15,972 from additional work on redevelopment projects during the 2022 year.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$2,956,254 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$1,137,744 represented approximately 98% of all revenues. The CRA's fund balance increased by \$964,707 in the current year. The increase in tax increment financing revenues of \$153,083 and increase of expenditures by \$15,972 were addressed above in the governmental activities discussion.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2022, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$983,492, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$2,626,237 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2022, can be found in the City's audited financial statements.

At September 30, 2022, the CRA had no long-term debt.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Vine Street Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVENMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2022

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 2,956,254	\$ -	\$ 2,956,254
Total Assets	<u>2,956,254</u>	<u>-</u>	<u>2,956,254</u>
Liabilities			
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance			
Restricted for Community Redevelopment Projects	<u>2,956,254</u>	<u>(2,956,254)</u>	<u>-</u>
Total Fund Balance	<u>2,956,254</u>	<u>(2,956,254)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 2,956,254</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		<u>2,956,254</u>	<u>2,956,254</u>
Total Net Position		<u>\$ 2,956,254</u>	<u>\$ 2,956,254</u>

See accompanying notes

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR YEAR ENDED SEPTEMBER 30, 2022**

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 587,406	\$ -	\$ 587,406
Property Taxes - City	550,338	-	550,338
Investment Loss	(2,345)	-	(2,345)
Total Revenues	<u>1,135,399</u>	<u>-</u>	<u>1,135,399</u>
Expenditures / Expenses			
Current:			
General Government	170,692	-	170,692
Capital Outlay:			
General Government - Contributed to Primary Government		-	-
Total Expenditures / Expenses	<u>170,692</u>	<u>-</u>	<u>170,692</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>964,707</u>	<u>-</u>	<u>964,707</u>
Fund Balance/Net Position, Beginning of Year	<u>1,991,547</u>	<u>-</u>	<u>1,991,547</u>
Fund Balance/Net Position, End of Year	<u><u>\$ 2,956,254</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,956,254</u></u>

See accompanying notes.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Vine Street Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In November 2012, City Ordinance No. 2839 established the Vine Street redevelopment district (defined by Resolution 12-12). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2022. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2022, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes deposits and overnight repurchase agreements, amounts with the State Board of Administration (SBA) Florida PRIME, Florida Fixed Income Trust, and the Florida Local Government Investment Trust. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2022, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2022, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes no adjustments to the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2022, the CRA's funds are part of the City's cash and investment pool. The CRA's balance in the pool as of September 30, 2022 is \$2,956,254. The City's cash deposits are held by a bank that qualifies as a public depository under the *Florida Security for Public Deposits Act* as required by Chapter 280, Florida Statutes. The City maintains an investment policy managing pooled cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (2013 for the Vine Street district). The City is required to contribute 95% of the incremental property taxes levy increase each year. Per Interlocal agreement, Osceola County (the County) is required to contribute 70% of the incremental property tax levy increase. For fiscal year 2022, the CRA received its calculated shares of \$587,406 from the County and \$550,338 from the City.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
FOR YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes - County	\$ 545,880	\$ 545,880	\$ 587,406	\$ 41,526
Property Taxes - City	511,432	511,432	550,338	38,906
Investment Loss	5,000	5,000	(2,345)	(7,345)
Total Revenues	<u>1,062,312</u>	<u>1,062,312</u>	<u>1,135,399</u>	<u>73,087</u>
Expenditures				
Current:				
General Government	1,313,437	2,151,929	170,692	1,981,237
Capital Outlay:				
General Government - Contributed	500,000	645,000	-	645,000
Total Expenditures	<u>1,813,437</u>	<u>2,796,929</u>	<u>170,692</u>	<u>2,626,237</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(751,125)</u>	<u>(1,734,617)</u>	<u>964,707</u>	<u>2,699,324</u>
Fund Balances, Beginning of Year	<u>751,125</u>	<u>1,734,617</u>	<u>1,991,547</u>	<u>1,240,422</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,956,254</u>	<u>\$ 3,939,746</u>

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated May 26, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



May 26, 2023
Ocala, Florida

OTHER REPORTS

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the CRA of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the CRA of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated May 26, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated May 26, 2023, should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in this Management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2022, for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our Management Letter for the CRA of Kissimmee, the primary government associated with the CRA, we included Management Letter Comment 2022-1 period-end closing routine including management's response, which has partial applicability to the CRA.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures. Please see attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and CRA of Kissimmee CRA Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

Kissimmee Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2022

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2022

TABLE OF CONTENTS

Independent Auditor's Report	1-3
Management's Discussion and Analysis	4-8
Financial Statements	
Statement of Net Position and Governmental Fund Balance Sheet.....	9
Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balance.....	10
Notes to Financial Statements.....	11-15
Required Supplementary Information	
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	16
Other Reports	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	17-18
Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes	19
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes.....	20
Management Letter	21-22

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of governmental activities and the major fund of the Kissimmee Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA, as of September 30, 2022, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2023, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA 's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CRA's internal control over financial reporting and compliance.



May 26, 2023
Ocala, Florida

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2022. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 1893. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$4,121,685.
- The CRA's fund balance increased by \$1,143,832 as a result of 2022 operations.
- Revenues for fiscal year 2022 were \$2,662,100 while expenditures totaled \$1,518,268.
- For the period ended September 30, 2022, actual revenues exceeded budgeted revenues by \$41,358 while actual expenditures were \$3,044,613 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$4,121,685 (*net position*) as of the close of the most recent fiscal year with an increase of \$1,002,950 in Cash and Cash Equivalents in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY		
	<u>2022</u>	<u>2021</u>
Assets		
Cash and Cash Equivalents	\$ 4,137,207	\$ 3,134,257
Total Assets	<u>4,137,207</u>	<u>3,134,257</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	15,522	107,955
Retainage Payable	-	48,449
Total Liabilities	<u>15,522</u>	<u>156,404</u>
Net Position		
Restricted for Community Redevelopment	4,121,685	2,977,853
Total Net Position	<u>\$ 4,121,685</u>	<u>\$ 2,977,853</u>

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY		
	<u>2022</u>	<u>2021</u>
Expenses		
General Government	\$ 1,518,268	\$ 1,604,792
Total Expenses	<u>1,518,268</u>	<u>1,604,792</u>
General Revenues		
Property Taxes	2,414,424	2,224,580
Investment Loss	(6,734)	(860)
Miscellaneous Revenue	254,410	96,574
Total General Revenues	<u>2,662,100</u>	<u>2,320,294</u>
Net Change in Net Position	1,143,832	715,502
Net Position, Beginning of Year	<u>2,977,853</u>	<u>2,262,351</u>
Net Position, End of Year	<u><u>\$ 4,121,685</u></u>	<u><u>\$ 2,977,853</u></u>

Fiscal year 2022 activities increased the CRA's net position by \$1,143,832 from the prior year. This change resulted from a decrease in expenses by \$86,524 from decreased work on redevelopment projects during the 2022 year, offset by a minimal increase in tax increment revenues of \$189,844. The increase by \$157,836 in miscellaneous revenue due to the sale of Voluntary Cleanup Tax Credits (VCTC) at Lake Toho.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$4,121,685 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$2,414,424 represented approximately 89% of all revenues. The CRA's fund balance increased by \$1,143,832 in the current year. The decrease of expenditures by \$86,524 was addressed above in the governmental activities discussion.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2022, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$2,221,024, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$3,044,613 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2022, can be found in the City's audited financial statements.

At September 30, 2022, the CRA had no long-term debt. Throughout each fiscal year, the CRA provides funds to the City's General Fund to cover a portion of the long-term debt that was incurred to be used for redevelopment and infrastructure projects.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

FINANCIAL STATEMENTS

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVENMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2022

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 4,137,207	\$ -	\$ 4,137,207
Total Assets	<u>4,137,207</u>	<u>-</u>	<u>4,137,207</u>
Liabilities			
Accounts Payable	15,522	-	15,522
Total Liabilities	<u>15,522</u>	<u>-</u>	<u>15,522</u>
Fund Balance			
Restricted for Community Redevelopment Projects	4,121,685	(4,121,685)	-
Total Fund Balance	<u>4,121,685</u>	<u>(4,121,685)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 4,137,207</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		4,121,685	4,121,685
Total Net Position		<u>\$ 4,121,685</u>	<u>\$ 4,121,685</u>

See accompanying notes

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR YEAR ENDED SEPTEMBER 30, 2022**

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 1,428,363	\$ -	\$ 1,428,363
Property Taxes - City	986,061	-	986,061
Investment Income (Loss)	(6,734)	-	(6,734)
Miscellaneous Revenue	254,410	-	254,410
Total Revenues	<u>2,662,100</u>	<u>-</u>	<u>2,662,100</u>
Expenditures / Expenses			
Current:			
General Government	1,514,363	-	1,514,363
Capital Outlay:			
General Government - Contributed to Primary Government	3,905	-	3,905
Total Expenditures / Expenses	<u>1,518,268</u>	<u>-</u>	<u>1,518,268</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>1,143,832</u>	<u>-</u>	<u>1,143,832</u>
Fund Balance/Net Position, Beginning of Year	<u>2,977,853</u>	<u>-</u>	<u>2,977,853</u>
Fund Balance/Net Position, End of Year	<u><u>\$ 4,121,685</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 4,121,685</u></u>

See accompanying notes.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In June 1993, City Ordinance No. 1893 established the Downtown redevelopment district (defined by Resolution 47-91 and added to by Resolution 11-93). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2022. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2022, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes deposits and overnight repurchase agreements, amounts with the State Board of Administration (SBA) Florida PRIME, Florida Fixed Income Trust, and the Florida Local Government Investment Trust. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2022, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects. The CRA also makes payments to the City's General Fund to cover a portion of the debt that was incurred and related to the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2022, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes no adjustments to the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2022, the CRA's funds are part of the City's cash and investment pool. The CRA's balance in the pool as of September 30, 2022 is \$4,137,207. The City's cash deposits are held by a bank that qualifies as a public depository under the *Florida Security for Public Deposits Act* as required by Chapter 280, Florida Statutes. The City maintains an investment policy managing pooled cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (1992 for the Downtown district). The City and Osceola County (the County) are required to contribute 95% of the incremental property taxes levied each year for the Downtown district. For fiscal year 2022, the CRA received its calculated shares of \$1,428,363 from the County and \$986,061 from the City.

Note 5 – Commitment

To the extent permitted by the Redevelopment Act, the Downtown CRA shall reimburse the City for all costs incurred by the City on behalf of the Downtown CRA in connection with the issuance of the 2015B Note (and any note issued to refund the 2015B Note for debt service savings), the 2016 CRA Project Portion of the 2016 Bonds (and any bonds issued to refund the 2016 CRA Project Portion of the 2016 Bonds for debt service savings), and the 2022 CRA Project Portion of the 2022 Bonds. The funding is used to finance the cost of the design, installation, construction and reconstruction of street, public rights-of-way, drainage improvements and related improvements. The 2022 Bonds will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the "Beaumont Development Site" within the Downtown Community Redevelopment Area.

On May 11, 2022, pursuant to the Master Resolution, as supplemented by Resolution No. 02-2022 (together, the "2022 Bond Documents"), adopted by the City Commission of the City on April 19, 2022, the City issued its Capital Improvement Revenue Refunding Bonds, Series 2022 and its Taxable Capital Improvement Revenue Refunding Bonds, Series 2022 (together, the "2022 Bonds"); a portion of the 2022 Bonds (the "2022 CRA Project Portion") will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the "Beaumont Development Site within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the "2022 CRA Project"), and to pay costs of issuance allocable to the 2022 CRA Project Portion of the 2022 Bonds (A/B); the parties hereto desire to memorialize the terms under which the Downtown CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

Total principal remaining on this bond is \$6,395,000 (2022A Bond), and \$2,780,000 (2022B Bond), payable through fiscal year 2051, and 2045, respectively. The principal remaining on (2015B) is \$2,500,000; and (2016B) \$4,492,600, payable through fiscal year 2030, and 2045, respectively. During the fiscal year, the City refinanced the 2021 commercial paper loan with the issuance of the (2022A) \$1,780,000; and (2022B) \$2,780,000 revenue refunding bonds in the total amount of \$4,560,000 to pay off the CRA's portion of the loan. There was no material savings/loss on the refinancing.

For the Downtown CRA's interest only paid on the 2022 bonds was \$212,936 for the year ended September 30, 2022. Principal payments will begin in fiscal year 2023. The Downtown CRA paid principal and interest was \$205,000, and \$76,011 (2015B); \$38,000, and \$200,298 (2016B); \$33,012 (2021) bonds, for year ended September 30, 2022, respectively.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
FOR YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes - County	\$ 1,391,840	\$ 1,391,840	\$ 1,428,363	\$ 36,523
Property Taxes - City	960,847	960,847	986,061	25,214
Investment Income (Loss)	15,000	15,000	(6,734)	(21,734)
Miscellaneous Revenue	62,707	253,055	254,410	1,355
Total Revenues	<u>2,430,394</u>	<u>2,620,742</u>	<u>2,662,100</u>	<u>41,358</u>
Expenditures				
Current:				
General Government	1,841,857	3,058,232	1,514,363	1,543,869
Capital Outlay:				
General Government - Contributed	500,000	1,504,649	3,905	1,500,744
Total Expenditures	<u>2,341,857</u>	<u>4,562,881</u>	<u>1,518,268</u>	<u>3,044,613</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>88,537</u>	<u>(1,942,139)</u>	<u>1,143,832</u>	<u>3,085,971</u>
Fund Balances, Beginning of Year	<u>1,175,315</u>	<u>1,942,139</u>	<u>2,977,853</u>	<u>1,802,538</u>
Fund Balances, End of Year	<u>\$ 1,263,852</u>	<u>\$ (0)</u>	<u>\$ 4,121,685</u>	<u>\$ 4,888,509</u>

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated May 26, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on

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Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



May 26, 2023
Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated May 26, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on examination conducted in accordance with the American Institute of Certified Public Accountants, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated May 26, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in this management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2022, for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our management letter for the City of Kissimmee, the primary government associated with the CRA, we included an item on the schedule of findings and questioned costs, including management's response, which has partial applicability to the CRA.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures: Please see the attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and City of Kissimmee City Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have audited the financial statements of the governmental activities and the major fund of the Kissimmee Vine Street Community Redevelopment District (the CRA), a component unit of the City of Kissimmee, Florida (the City), for the year ended September 30, 2022. Professional standards require that we provide you with the information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended September 30, 2022. We noted no transactions entered into by the CRA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events, and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No significant accounting estimates were noted during our audit.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 26, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CRA's financial statements, or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The following are audit matters that we would like to bring to the attention of the Mayor, City Commission, CRA's Board of Director, and management of the City:

Implementation of New Accounting Standards

- **Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*** — The GASB has issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, which will be effective for the year ending September 30, 2023. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement: (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in GASB Statement No. 87, *Leases*, as amended.

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We recommend the City gather information and start their analysis for any SBITAs to see if they are applicable under GASB Statement No. 96.

- The GASB has issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which will be effective for the year ending September 30, 2023. This Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). A PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or non-governmental entity) to provide public services by conveying control of the right to operate or use a non-financial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction.

Other Matters

We applied certain limited procedures on the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the CRA, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have audited the financial statements of the governmental activities and the major fund of the Kissimmee Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City), for the year ended September 30, 2022. Professional standards require that we provide you with the information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit:

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended September 30, 2022. We noted no transactions entered into by the CRA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events, and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No significant accounting estimates were noted during our audit.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the opinion unit's financial statements taken as a whole.

CERTIFIED PUBLIC ACCOUNTANTS

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 26, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CRA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The following are audit matters that we would like to bring to the attention of the Mayor, City Commission, and Board of Directors of the CRA:

Implementation of New Accounting Standards

- **Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*** — GASB has issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, which will be effective for the year ending September 30, 2023. This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This statement: (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

We recommend the City gather information and start their analysis for any SBITA's to see if they are applicable under GASB Statement No. 96.

- The GASB has issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which will be effective for the year ending September 30, 2023. This statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). A PPP is an arrangement in which a government (the

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

transferor) contracts with an operator (a governmental or non-governmental entity) to provide public services by conveying control of the right to operate or use a non-financial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction.

Other Matters

We applied certain limited procedures on the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI. Additionally, please note the following:

Interlocal Agreement With the City of Kissimmee

The CRA has entered into an Interlocal Agreement with the City as discussed in Note 5. The agreement states that the CRA annually transfers an amount equal to the principal and interest payments of debt that was issued by the City to either fully or partially fund CRA projects. Currently, in the CRA's separate financial statements there is a commitment note that describes the amount transferred to the City's Debt Service Funds.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the CRA, and is not intended to be, and should not be, used by anyone other than these specified parties.



May 26, 2023
Ocala, Florida

ITEM 8.B

Approval of the Second Renewal of the Agreement with Artistic Holiday Designs for the design and installation of Downtown Holiday Decorations

Request

Approval of the second one-year renewal of the Agreement between the Downtown Kissimmee Community Redevelopment Agency and Artistic Holiday Designs for the design and installation of downtown holiday decorations.

Explanation

In 2021, following the completion of a formal solicitation process, the Downtown Kissimmee Community Redevelopment Agency (CRA) and the City entered into a lease-to-own Agreement with Artistic Holiday Designs for the design and installation of new holiday lighting and decorations in downtown Kissimmee. Artistic Holidays Designs (AHD), is a Florida- based vendor who has provided designs for Lake Eola, Downtown Orlando and Orlando City Hall. The term of the Agreement was for one (1) year, with the option to award up to three (3), one- year renewal periods to AHD.

Following a 2022 holiday season debrief of the design and installation of the lighting, staff determined AHD's services and performance effectively met the goals and objectives of the CRA and City; the creation of a beautiful holiday lighting display that will create a sense of place and create a holiday destination for residents and visitors alike. Therefore, staff is requesting the CRA approve the second one-year renewal of the Agreement between the CRA and AHD. AHD has priced each decor item on a lease-to-own basis for three consecutive years. At the end of the second one-year renewal Agreement term, the City of Kissimmee and CRA will own the holiday lighting and decorations and only pay for the labor costs of installation, maintenance, service, removal and storage.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622203-504444		Decrease	50,000	50,000
00150663- 504444		Decrease	10,000	10,000

Financial Summary:

The current budget for the project is \$60,000 with \$10,000 in funds coming out of the Parks and Recreation budget and \$50,000 in funds coming out of the Downtown Kissimmee CRA Budget.

Recommendation

Approval of the second one-year renewal of the Agreement between the Downtown Kissimmee Community Redevelopment Agency and Artistic Holiday Designs for the design and installation of downtown holiday decorations.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Samia Singleton

Attachment(s):

1. (S) Second Renewal of CRA Holiday Lights Agreement
2. (S) Second Renewal Billing

**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND ARTISTIC HOLIDAY DESIGNS**

THIS SECOND RENEWAL of the Agreement is made this _____ day of _____ 2023, by and between **ARTISTIC HOLIDAY DESIGNS** located at 202 Stephen Street, Lemont, Illinois, 60439, hereinafter known as “Vendor,” and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CRA.” The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA advertised “Request for Proposals 2021-004 Holiday Lights and Decorations” and opened all received bid proposals on March 30, 2021; and

WHEREAS, Vendor satisfied all the specifications and requirements of Request for Proposal #2021-004, and was the lowest and most qualified bidder; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee Redevelopment Agency and Artistic Holiday Designs on June 17, 2021 and such Agreement expired on June 15, 2022 (the “Original Agreement”); and

WHEREAS, the Parties entered into the First Renewal of the Agreement (the “First Renewal”) on June 16, 2022, *nunc pro tunc* and such Agreement expires on June 15, 2023.

WHEREAS, the CRA determined the services and performance of Vendor have continued to met the goals and objectives of the CRA; and timely and satisfactorily performed all its obligations under the Original Agreement and the First Renewal; and

WHEREAS, the CRA and Vendor now mutually desire to extend the Original Agreement for an additional year.

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:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. AGREE TO TERMS OF THE ORIGINAL AGREEMENT.** Except as otherwise provided in this Second Renewal, the CRA and Vendor agree to the terms and conditions of the Original Agreement dated June 17, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
- 3. TERM.** The CRA and Vendor agree to exercise the second one-year renewal period provided under Section 2 (“Term”) of the Original Agreement, extending the terms and conditions thereof to June 16, 2023 to June 15, 2024.
- 4. SCOPE OF WORK.** The Scope of Work attached to the Original Agreement as Exhibit “A” is

hereby rescinded and replaced in its entirety with Exhibit “2”, attached hereto and incorporated herein by reference.

5. **EFFECTIVE DATE.** The effective date of this Second Renewal of the Agreement between the City of Kissimmee Redevelopment Agency and Artistic Holiday Designs is June 16, 2023.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Second Renewal as of the date set forth below:

ARTISTIC HOLIDAY DESIGNS

By: [Signature]

Title: Series

Date: 5-22-23

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22 day of May, 2023, by means of ☒ physical presence or ☐ online notarization by (Name of Person) [Signature] as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Marilyn Silva
My Commission Expires: 11/19/25

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Olga Gonzalez, CRA Chair

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT 1

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE REDEVELOPMENT AGENCY
AND ARTISTIC HOLIDAY DESIGNS**

THIS AGREEMENT is made this 17th day of June 2021, by and between **ARTISTIC HOLIDAY DESIGNS** located at 202 Stephen Street, Lemont, Illinois, 60439, hereinafter known as "Vendor," and the **CITY OF KISSIMMEE REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and and decorations vendor to provide holiday lighting and decorations in select locations within CRA area for the 2021 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the CRA area; and

WHEREAS, the CRA advertised "Request for Proposals 2021-004 Holiday Lights and Decorations", attached hereto as Exhibit "A" and opened bid proposal on March 30, 2021; and

WHEREAS, Vendor satisfied all the specifications and requirements of the Request for Proposal #2021-004, and was the lowest and most qualified bidder; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "B;" and

WHEREAS, the CRA desires to award RFP2021-004 Holiday Lights and Decorations to Vendor consistent with the terms, conditions and requirements of the proposal specifications.

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:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. TERM.** The term of this Agreement shall be effective from June 15, 2021 to June 15, 2022. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
- 3. SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in Exhibit "A." This shall include the provision of holiday lighting and decorations in specific locations within the City of Kissimmee CRA for the 2021 holiday season.
- 4. PAYMENT.** The CRA agrees to pay Vendor for good and services as set forth in Exhibit "B." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity

with this Agreement, the CRA, through payment issued by the Development Service's Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

- 5. INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, 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 CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, 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 Vendor's negligent performance of the Agreement or any breach or default of Vendor.

- 6. INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor 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:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

- 7. PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

- 8. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Development Services Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

- 9. SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
- 10. ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.
- 11. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 12. TERMINATION FOR CONVENIENCE.** The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.
- Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.
- 13. TERMINATION FOR CAUSE.** If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money,

then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

14. **WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
15. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
16. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
17. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
18. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
19. **CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
20. **FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY**

HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA 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 CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**
- 30. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.
- 31. MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ARTISTIC HOLIDAY DESIGNS

By: [Signature]

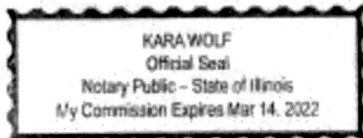
Title: President, Artistic Holiday Designs

Date: 6/15/2021

Illinois
STATE OF ~~FLORIDA~~)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by means of ☒ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Kara Wolf

My Commission Expires: 3/14/2022

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]

Mike Steigerwald, City Manager

Date: 6/17/21



ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

[Signature]
Olga Sanchez de Fuentes, City Attorney

Exhibit A

*** REQUEST FOR PROPOSAL ***

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2021-004 Holiday Lights and Decoration**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM March 24, 2021.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM March 24, 2021.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract; proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

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

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) **Workers' Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

- C) **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D) **Umbrella Liability:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.8 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.9 NON-MANDATORY PRE-BID: A Non-mandatory pre-bid meeting is scheduled for 10:00AM March 09, 2020 via **Zoom Virtual Conference**. Deadline for questions is March 12, 2020 at 4pm, an addendum if needed will be sent out to all vendors not later than March 16, 2020 at 5pm.

When: Mar 9, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZUlcO-grDooHNK6NuvKdCRSBdU667Dzho1U>

After registering, you will receive a confirmation email containing information about joining the meeting.

2.10 SITE VISITS: Non-mandatory site visits on ALL (4) sites will be provided after the non-mandatory pre-bid meeting.

2.11 REFERENCES: All submittals must include **with your proposal** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.12 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance.

2.13 IMPACT FEES AND PERMIT FEES:

- Contractor is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

2.14 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.15 TERMS: The contract will be in effect for one (1) year. The city reserves the right to extend this contract for up to three (3), one (1) year periods, upon mutual consent, subject to the same commission, terms and conditions. The City will determine whether to exercise the option based on its own convenience and best interest.

2.16 CONTRACT: Sample contract on pages 22-28

3.0 SCOPE OF WORK AND REQUIREMENTS

3.1 INTRODUCTION

The City of Kissimmee and Downtown Kissimmee Community Redevelopment Agency (DKCRA) seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide beautiful holiday lighting and decorations in the City of Kissimmee CRA Area

for the 2021 holiday season. The City of Kissimmee and DKCRA desire a display that will create a sense of place and create a holiday destination for residents and visitors alike. The intent of the RFP is to have a successful Contractor enter into an Agreement with the City of Kissimmee and DKCRA for the desired services. The term of the initial Agreement shall be for the 2021 holiday season. The DKCRA will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the CRA in this RFP.

3.2 ABOUT DOWNTOWN KISSIMMEE

The Downtown Kissimmee CRA District consists of the traditional commercial downtown business and supporting residential district of Kissimmee and consists of approximately 750 acres.

Downtown is a historic part of Kissimmee that includes governmental functions, retail and service activities. The Downtown Kissimmee CRA district also includes a regional Trauma I hospital and supporting medical services, lakefront property on Lake Tohopekaliga, as well as recreational and eco-tourism activities along the lakefront. Older residential neighborhoods, including historical registered homes, surround the commercial area of the Downtown Kissimmee CRA district.

Downtown Kissimmee is the county seat and urban center of Osceola County. Forbes magazine declared Osceola County as, one of the fastest growing counties in the country. Present land uses in Kissimmee's downtown range from commercial office, retail, restaurant, residential uses of varying densities, and concentrations of institutional and government operations. Respondents should become familiar with recent revitalization efforts and the history of downtown Kissimmee.

Downtown Kissimmee is home to an intermodal station, which is home to SunRail, Amtrak, LYNX and the Kissimmee Connector. Area businesses, shops, restaurants and the Lake Tohopekaliga waterfront are all a short walk from the station. The Kissimmee Connector connects passengers from the intermodal station to Historic Downtown Kissimmee, Lake Toho, and local employers. The Connector travels directly by the Beaumont Site.

The City of Kissimmee recently completed a \$65 million renovation of the City's Lakefront Park located on the northern shore of Lake Tohopekaliga or as the locals call it, Lake Toho. The 25 acres park was transformed into regional park and event space and services to connect Downtown Kissimmee and Lake Toho, one of the foremost bass fishing lake in the United States.

3.3 GENERAL SERVICES REQUIREMENTS

Pricing

- As described below, the City of Kissimmee and DKCRA would like proposals to include pricing for the three separate areas, for two different types holiday lighting and decoration packages: 1) Traditional 2) Custom. Each bid should provide options for leasing the lighting and decorations.

Budget

- TBD

Permits

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.

Display

- Provision, installation and removal of holiday lights and decorations featuring an inclusive variety of symbolic holiday lights and decorations.

Display Period

- Lights must be in place by Friday November 13, 2021
- Lights must be removed by the week of January 4, 2022
- Lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- On renewed contracts the dates will be determined as they are signed.

Lights

- The contractor shall provide a high-quality brand that produces pure white LED lights.
- Please ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- Each bid must specify amperage and electrical requirements.
- Contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The CRA/City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period.

Disposal of Waste

- Contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Safety Precautions Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the CRA or City.

Other requirements

- Each bid must specify amperage and electrical requirements.
- Each bid should provide options for the CRA leasing the lighting and decorations.
- Each bid must include maintenance and inspection package.
- Vendor will coordinate all required permitting.
- Vendor will provide necessary Certificates of Insurance as required by the City and CRA.

3.4 AREAS TO BE ILLUMINATED AND DECORATED

The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in the three (3) areas below:

- 1) Broadway Corridor: The area from Main Street to N. Stewart Ave.
- 2) Main Street Corridor: The area from Vine Street US 192, including the downtown archway.
- 3) Civic Center, Berlinsky House & Monument of States



The City of Kissimmee and DKCRA would like proposals to include pricing for two different types of holiday lighting and decorations packages:

- 4) Traditional
- 5) Custom

Proposals must depict a display that includes a combination of:

- Wreaths, sprays and garland
- Ornaments and accessories
- Pole, skyline and arches décor
- Lighting (solar lighting optional)

PROVIDE QUOTE FOR EACH AREA

- **Broadway Corridor:** Entirety of corridor, including median, trees and street lights.
- **Main Street Corridor:** Downtown archway, entirety of corridor, including median, trees and street lights.
- **Civic Center, Berlinsky House, Monument of States:** Veterans' Memorial/Founding Families, façade, lawn and trees and the landmark located on the corner of Lakeview Dr. and E. Monument Ave. in the northern part of the Berlinsky House property.

3.5 SPECIAL SITE CONSIDERATIONS

- **Broadway Corridor:** The median within the Broadway Corridor will contain up-lighting. Designs will complement the existing up-lighting.
- **Main Street Corridor:** There is a significant distance between the medians within the corridor. Designs must provide a solution to create consistency and unification with the Broadway Corridor.

Provide design approach and qualifications including, but not limited to the following:

- Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the CRA.
- Provide photographs of at least three (3) similar outdoor, large scale lighting and decoration projects which your company has previously created for a municipality, illustrating your experience with planning and producing large scale illumination and decorations and your production style.

3.6 ADDITION SITES:

The City may reduce the Scope of Services to the following intersection sites if funding is not available. The Schedule of Offers includes the following intersections in order to establish a cost estimate for each section:

1. Main and Vine
2. Main and Oak
3. Broadway and Neptune
4. Broadway and Ruby; Civic Center, Monument of States, Berlinsky House

4.0 EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable City Purchasing policies and procedures.

The City shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City's discretion, non-conforming Proposals may be eliminated from further consideration.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee. Each Selection Committee member shall score each Proposal on the following evaluation criteria:

	<u>Points</u>
• Completeness of RFP (Questionnaire/documentation)	20
• Experience & Expertise	30
• Equipment	30
• Rates (Bid Prices)	<u>20</u>
Total Points Available	100

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee.

After contract negotiations with a Proposer are successfully completed, the Selection Committee shall recommend to Commission that it selects such Proposer(s) to provide the services as outlined in the Agreement. The City of Kissimmee Commission shall make the final decision whether to enter into an Agreement with a Proposer(s).

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** _____
Address of Principal Place of Business: _____

City/State/Zip: _____
Phone: _____ Fax: _____
Name of primary Contact: _____ Email: _____

2. **TYPE OF ORGANIZATION:**

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture ____ Corporation ____ Other: _____

State of Formation: _____ Federal ID # _____ DUNS# _____
(The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** _____
Phone: _____ Fax: _____ Cell: _____

4. **INSURANCE COMPANY NAME:** _____
Agent Contact: _____ Phone: _____

5. **EXPERIENCE:**
A. Years in business: _____
B. Years in business under this name: _____
C. Years performing this type of work: _____

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work
_____	_____
_____	_____

7. **ESTABLISHED PLACE OF BUSINESS:**

8. **LOCAL SERVICE FACILITY, IF APPLICABLE:**

A. Name of local service center: _____
B. Address of local service center: _____
C. County local service center is located in: _____
D. Contact: _____ Telephone number: _____

9. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: _____ %
B. Is your product packaged/shipped in material containing recycled content? Yes ___ No ___
C. Is your product recyclable after it has reached its intended end use? Yes ___ No ___

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #2:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #3:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #4:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

	<u>Type of Equipment</u>	<u>Model/Year</u>	<u>Manufacturer</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

	<u>Leased Equipment Type</u>	<u>Lease Company Name</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

SUBMITTAL CHECK LIST:

Bidders should use the bid check list below of standard forms which are to be completed and returned as part of your bid submittal. **Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.**

The items listed below are required. Additionally, other forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below. It is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

- _____ Solicitation Cover Page.
- _____ Current Copy of Bidder's W-9
- _____ Bidder's Certification, signed.(page 17-18)
- _____ Bidder's Questionnaire. (pages 13-14)
- _____ Proof of Incorporation
- _____ Bid must be submitted as one (1) unbound original, one (1) hard copy, and one PDF electronic copy on a CD or Flash Drive.
- _____ Completed Addendum Acknowledgment Form for each Addendum. (if applicable)

It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda.

Special Items Required:

- _____ Copy of Business License
- _____ Equipment List (page 15)
- _____ Certificate of Insurance required within seven (10) days of Notice of Intended Action.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2021-004**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Holiday Lights and Decorations Lease - Broadway Corridor - Main Street Corridor - Civic Center, Berlinsky House & Monument of States	
2	Maintenance and Inspection Package	
	Total Cost	
3	Provide Pricing for the following Intersection Sites - Main and Vine - Main and Oak - Broadway and Neptune - Broadway and Ruby; Civic Center, Monument of States, Berlinsky House	

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO
THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

NOTICE

RFP2021-004

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: () _____
Fax Number: () _____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

- _____ Cannot supply at this time
- _____ Suitable, but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required minimum
- _____ Opening date does not allow sufficient time to complete
- _____ Equivalent not presently available
- _____ Other reasons or remarks: _____

Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name) _____ being an authorized representative of lawful
age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY
THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) _____ personally known or
_____ produced identification. Type of identification produced _____

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE REDEVELOPMENT AGENCY
AND _____**

THIS AGREEMENT is made this _____ day of _____ 2021, by and between _____ located at _____, hereinafter known as "Vendor," and the **CITY OF KISSIMMEE REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide holiday lighting and decorations in select locations within CRA area for the 2021 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the CRA area; and

WHEREAS, the CRA advertised "Request for Proposals 2021-00X Holiday Lights and Decorations", attached hereto as Exhibit "A" and opened bid proposal on _____; and

WHEREAS, Vendor satisfied all the specifications and requirements of the Request for Proposal #2021-00X, and was the lowest bidder; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "B;" and

WHEREAS, the CRA desires to award Proposal Number ___ to Vendor consistent with the terms, conditions and requirements of the proposal specifications.

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:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM.** The term of this Agreement shall be effective from _____, 2021 to _____, 2022. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
3. **SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in Exhibit "A." This shall include the provision of holiday lighting and decorations in specific locations within the City of Kissimmee CRA for the 2021 holiday season.
4. **PAYMENT.** The CRA agrees to pay Vendor for good and services as set forth in Exhibit "C." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity

with this Agreement, the CRA, through payment issued by the Development Service's Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, 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 CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, 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 Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor 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:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

7. **PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Development Services Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

9. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
10. **ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.
11. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
12. **TERMINATION FOR CONVENIENCE.** The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.

Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.
13. **TERMINATION FOR CAUSE.** If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money,

then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

14. **WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
15. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
16. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
17. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
18. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
19. **CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
20. **FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY**

HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, on the form provided as Exhibit "D," signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA 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 CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**
- 30. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.
- 31. MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VENDOR- _____

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

**CITY OF KISSIMMEE REDEVELOPMENT
AGENCY**

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

Exhibit B

Artistic

Holiday Designs



6/30/2021 updates RFP2021-004 Holiday Lights and Decoration

KISSIMMEE • FLORIDA • USA





Main Street Corridor - Downtown Arch - Curtain Lights with glittering boas

Artistic
Holiday Designs



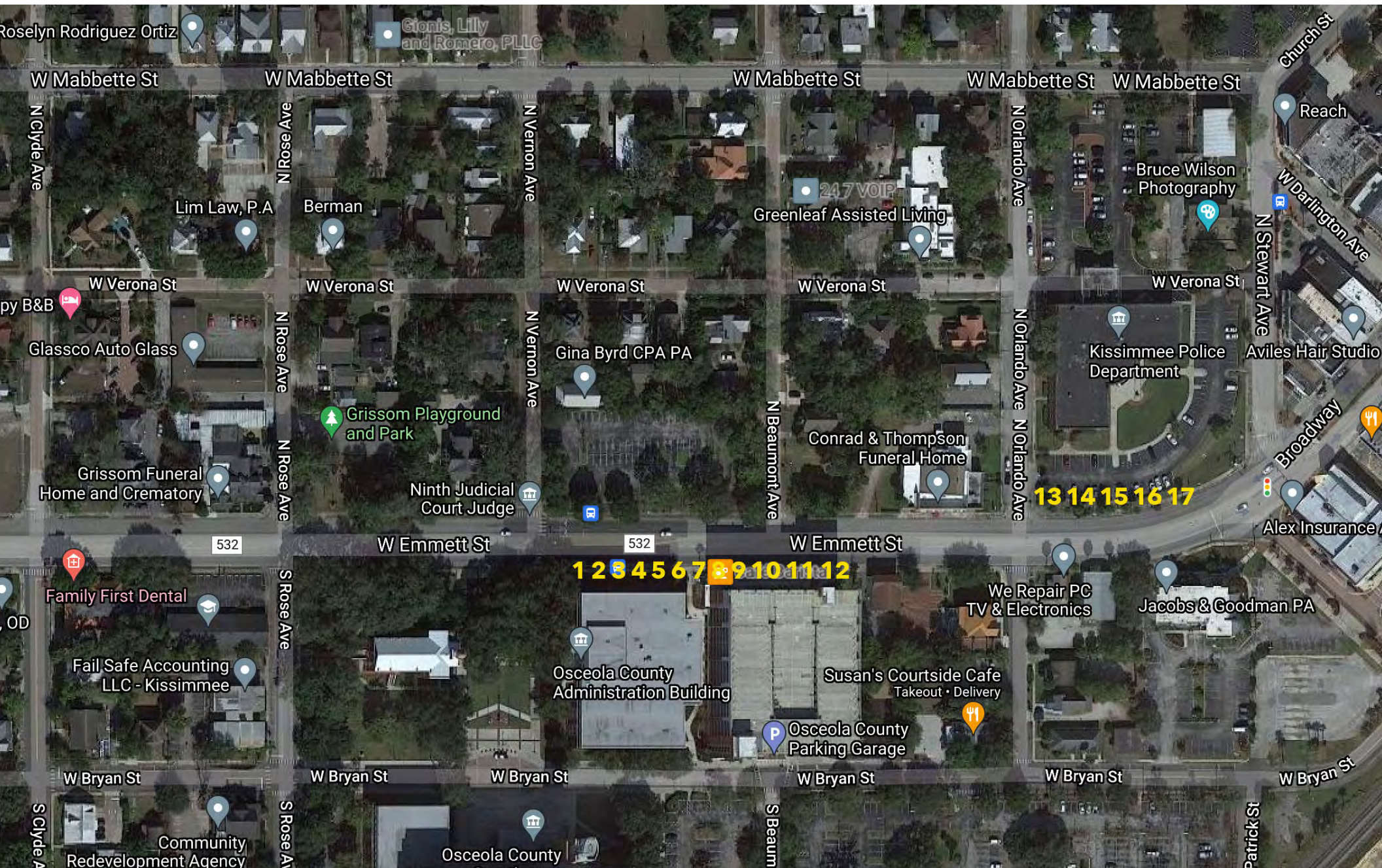
Main Street Corridor - 24 Palm Trunks in warm white mini lights
Location to be determined based on available power

Artistic
Holiday Designs



Broadway from Emmett to Neptune - 18 trees with mini lights, 3D meteors





Emmett St - 17 palm tree trunks



Civic Center - Roofline C9, trunk wraps in warm white

Artistic
Holiday Designs



Civic Center - Roofline C9, trunk wraps in warm white

Artistic
Holiday Designs



Monument of States - trunk wrap trees, 3D Meteors, and glittering curtain lights

Artistic
Holiday Designs



Berlinsky House - trunk wrap trees with fronds

Artistic
Holiday Designs



19 Trees on Lakeview - branch wrap bushes

Artistic
Holiday Designs

Product	Purchase Price	Lease per year	Quantity	Total Lease Price
<i>Main Street Corridor</i>				
Gold Twinkle Curtain Lights full	\$6,000.00	\$2,200.00	1	\$2,200.00
Glittering Boas	\$80.00	\$29.33	16	\$469.33
Field Services		\$5,800.00	1	\$5,800.00
Trees - Palm Trunks	\$264.00	\$96.80	24	\$2,323.20
Field Services			1	\$3,344.00
<i>Broadway Corridor</i>				
18 Trees from Neptune to Emmett	\$330.00	\$121.00	18	\$2,178.00
Meteors - 8 per tree	\$1,300.00	\$476.67	18	\$8,580.00
Field Services			1	\$3,653.00
<i>Civic Center</i>				
5 Palm Trunks no fronds	\$264.00	\$96.80	5	\$484.00
Branch wrapped bushes	\$198.00	\$72.60	6	\$435.60
C9 Roofline Lights	\$2,500.00	\$916.67	1	\$2,500.00
Field Services			1	\$2,935.10
<i>Monument of States</i>				
2 Trunk Wrapped Trees	\$330.00	\$121.00	2	\$242.00
Meteors - 10 per tree	\$1,625.00	\$595.83	2	\$1,191.67
Curtain Light monument			1	\$1,500.00
Field Services			1	\$4,500.00
<i>Berlinksy House</i>				
2 Palm Trees	\$330.00	\$121.00	2	\$242.00
Labor for Berlinsky			1	\$330.00
<i>Lakeview from Dakin to Ruby</i>				
Trunk Wrap trees	\$198.00	\$72.60	19	\$1,379.40
Labor for palm trunks			1	\$1,200.00
<i>Emmett</i>				
Trees - palm trunks	\$264.00	\$96.80	17	\$1,645.60
Labor for all trees			1	\$2,842.40

Field Services includes logistics, install, service, take down, and storage.

Total **\$49,975.30**

EXHIBIT 2

Artistic

Holiday Designs



2022 Holiday Project 6/13/2022

KISSIMMEE • FLORIDA • USA





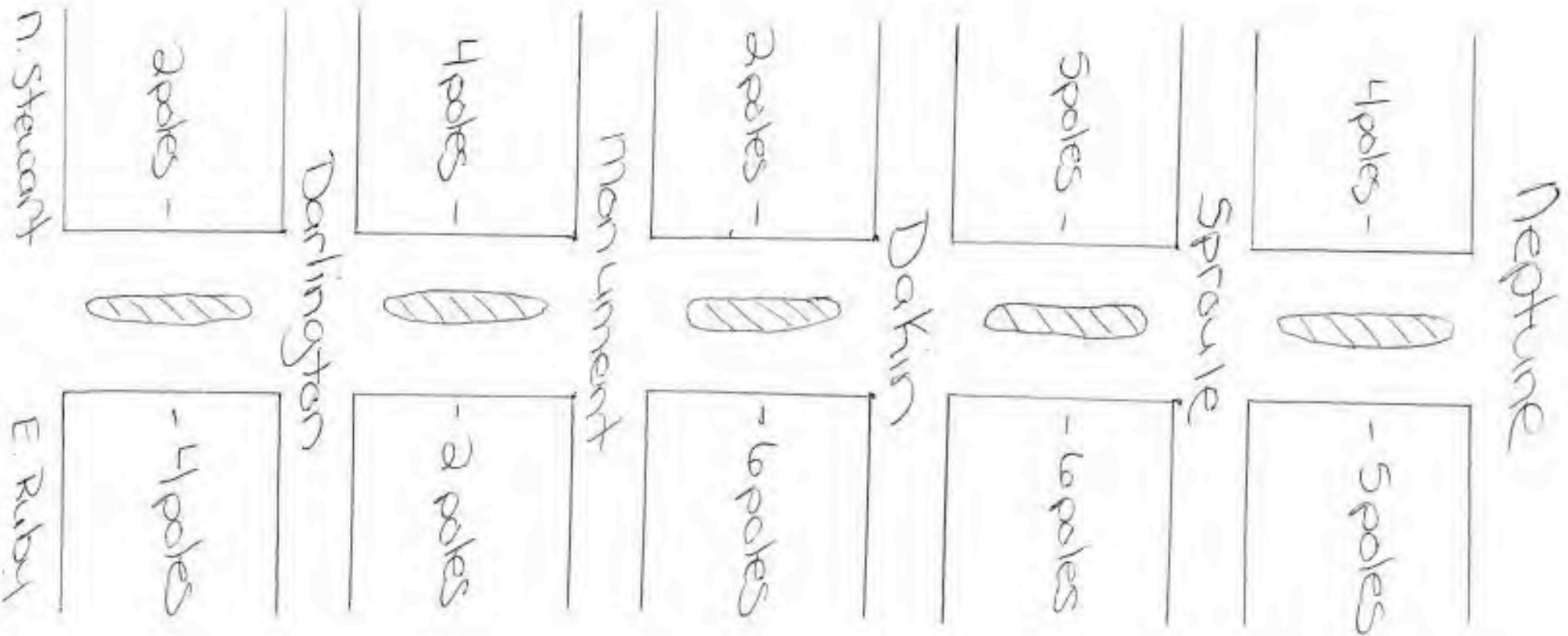
Broadway - Every other pole - Garland unlit with 18 inch red bow

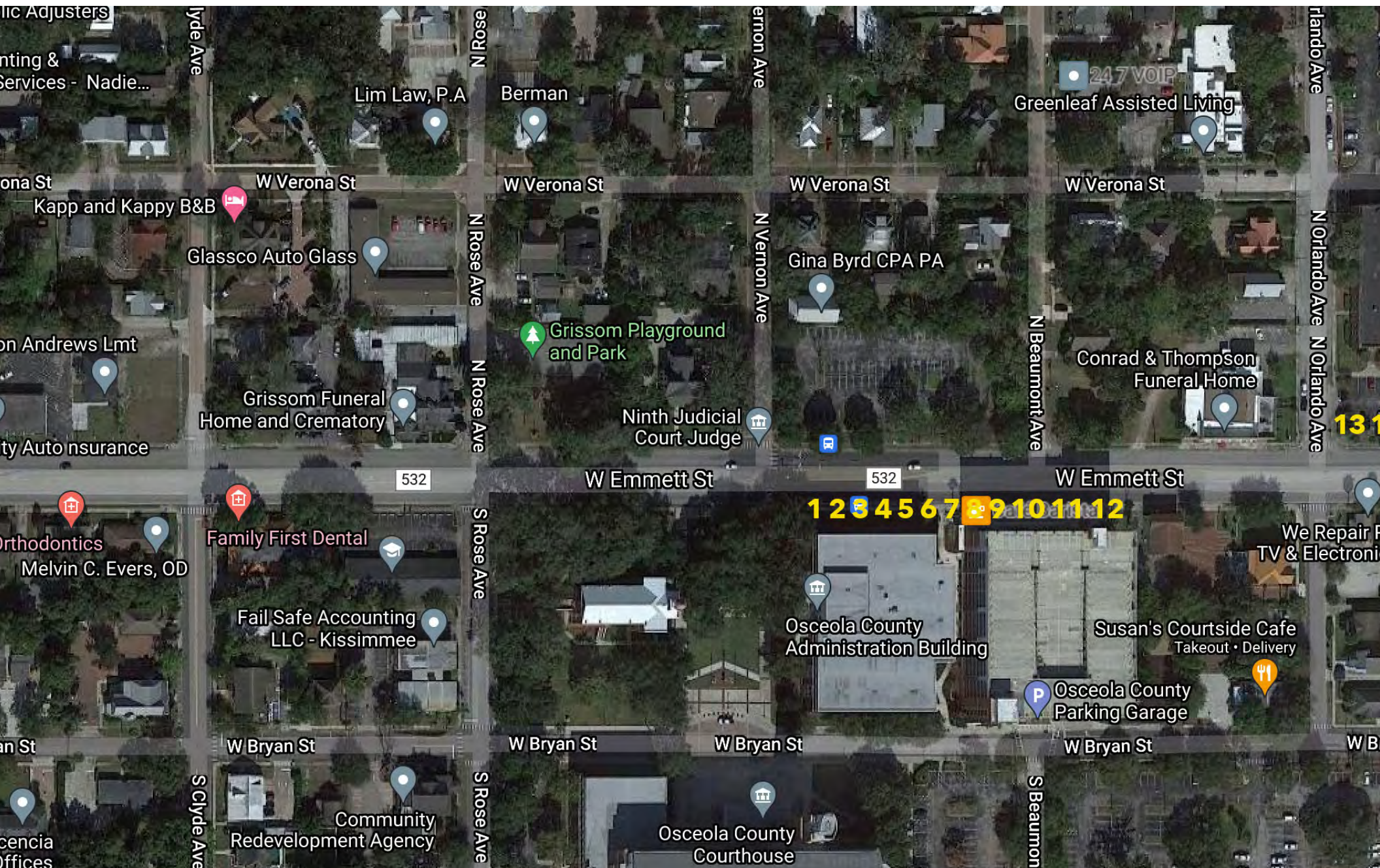
Artistic
Holiday Designs

Kissimmee
 40 Total Poles
 Only Do Every
 other Pole
 2 garland
 Per Pole
 20 poles
 x 2
 40 garland.

40 poles total
 20 poles installed per contract.

Add 20 additional poles, 2 pieces of garland per pole.
 Add a red bow on 20 poles - every other.





Remove 12 Trees of Mini-lights on W Emmett St.

Artistic Holiday Designs
eschner, Divorce Lawyer



Add mini lights to tree trunk at Civic Center

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Holiday Designs



Add mini lights to palm trunks at Ruby Plaza - approximately 10 trees

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Holiday Designs



Artistic Holiday Designs has been using the coaxial lighting system for 2 years. The lights greatly reduce the amount of moisture that can create outages. We will replace the existing mini lights with the coaxial mini lights.

The coaxial mini lights were used on the Historic Entrance sign in 2021.

The lights are warm white and every 5th bulb twinkles in pure white.

Coaxial (Water-Tight) connection 100 Warm White Wide Angle LED Mini Lights

100 Warm White LED's 5MM
Water Tight Coaxial Connection
Commercial Grade One-Piece Construction
Hassle Free Installs
Concave Design-Wide Viewing Angle
Energy Star Qualified
Length: 50' Long with 6" Bulb Spacing
Watts: 9.6 watts per string
Connect up to 21 strings
For Outdoor Use



5MM

WARM WHITE
PURE WHITE
RED

BLUE
GREEN
PURPLE



MULTI-COLOR
Includes pure
white twinkle





Add 2 spot lights to Kissimme sign on arch

Artistic
Holiday Designs

Product	Lease per year	Quantity	Total Lease Price
Garland unlit	\$33.49	40	\$1,339.60
Red Bow	\$7.62	20	\$152.40
Installation/Service	\$17.88	20	\$429.10
Removal/Storage	\$10.73	20	\$286.10
Shipping		1	\$550.00
Move Mini Lights from W Emmett Street to Civic Center & Ruby Plaza			\$0.00
Outdoor Flood lights added to Historic Sign		2	\$300.00
Upgrade all mini lights to Coaxial Connection Mini Lights		800	\$0.00* No charge due to issues from 2021
TOTAL			\$3,057.20

Broadway every other pole - 20 total. Quantity is priced 2 pieces per pole. Total of 40 pieces of garland. Total 20 red bows on every other pole. Price includes field services: installation, service, take down, and storage.

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

708-223-8506

DerekN@ArtisticHolidayDesigns.com



Artistic Holiday Designs

Contract No. 107378
Contract Date: 5/16/2023

Seller Address:
4417 SE 16th Place, Unit 13
Cape Coral FL 33904
708-223-8506
www.ArtisticHolidayDesigns.com
Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Samia Singleton, Accounting Department
City of Kissimmee
Buyer Address: 101 N Church St, 2nd Floor
Kissimmee, FL 34741
Phone: 407-518-2587
E-mail: samia.singleton@kissimmee.gov
Fax:

Install Address:
ATTN: AHD Florida, Connor Graham
Kissimmee, FL 34741

Shipping Method: Truck
Shipping Terms: Invoiced
Install Date: TBD
Install Address: Kissimmee, FL 34741

2023 Lease Renewal

Notes	Reference #	Description	Quantity	Unit Price	Total Price
RFP2021-004 / 2021 v6					
Main Street Corridor		Gold Twinkle Curtain Lights - Full	1	\$ 2,200.00	\$ 2,200.00
		Glittering Boas	16	\$ 29.33	\$ 469.28
		Field Services	1		\$ 5,800.00
		Trees - Palm Trunks	24	\$ 96.80	\$ 2,323.20
		Field Services	1		\$ 3,344.00
Broadway Corridor		18 Trees from Neptune to Emmett	18	\$ 121.00	\$ 2,178.00
		Meteors - 8 per Tree	18	\$ 476.67	\$ 8,580.06
		Field Services	1		\$ 3,653.00
Civic Center		5 Palm Trunks - No Fronds	5	\$ 96.80	\$ 484.00
		Branch Wrapped Bushes	6	\$ 72.60	\$ 435.60
		C9 Roofline Lights	1	\$ 2,500.00	\$ 2,500.00
		Field Services	1		\$ 2,935.10
Monument of States		2 Trunk Wrapped Trees	2	\$ 121.00	\$ 242.00
		Meteors - 10 per Tree	2	\$ 595.83	\$ 1,191.66
		Curtian Light - Monument	1	\$ 1,500.00	\$ 1,500.00
		Field Services	1		\$ 4,500.00
Berlinsky House		2 Palm Trees	2	\$ 121.00	\$ 242.00
		Labor for Berlinsky	1		\$ 330.00
Lakeview from Dakin to Ruby		Trunk Wrap Trees	19	\$ 72.60	\$ 1,379.40
		Labor for Palm Trunks	1		\$ 1,200.00
Emmett		Trees - Palm Trunks	17	\$ 96.80	\$ 1,645.60
		Labor for all Trees	1		\$ 2,842.40
RFP2021-004 / 2021 v6 Total:				\$ 49,975.30	
2021 Add On / 2021 v4 Garland Add On					
		Garland - Unlit	40		\$ 1,139.60
		Installation/Service	20		\$ 429.10
		Removal/Storage	20		\$ 286.10
		Shipping	1		\$ 550.00
2021 Add On / 2021 v4 Garland Add On Total:				\$ 2,404.80	

2022 Add On / Product Contract 107317					
		Garland - Unlit	40	\$	33.49 \$ 1,339.60
		Red Bow	20	\$	7.62 \$ 152.40
		Move mini lights from W Emmett to Civic Center & Ruby Plaza			No Charge
		Outdoor Flood Lights - Added to Historic Sign	2		\$ 300.00
		Upgrade All Mini Lights to Coaxial - Due to Issues from 2021			No Charge
		2022 Add On / Product Contract 107317 Total:		\$	1,792.00
2022 Add On / Field Service Contract 107317-FS					
		Installation/Service	20		\$ 357.60
		Removal/Storage	20		\$ 214.60
		Shipping	1		\$ 550.00
		2022 Add On / Field Service Contract 107317-FS Total:		\$	1,122.20
		DISC	Discount		\$ (0.30)
				Subtotal	\$ 55,294.00
No Tax: Lease				Tax	\$ -
Shipping Included				Shipping	\$ -
Field Service Includes Logistics, Install, Service, Takedown and Storage.					
				TOTAL DUE	\$ 55,294.00

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED.
WARRANTY IS FOR PRODUCT DEFECT AND DOES NOT APPLY TO WIND DAMAGE OR DAMAGE DUE TO INSTALLATION, REMOVAL, STORAGE OR TRANSPORT

Payment Terms: Lease	
Due Upon Acceptance	\$ 55,294.00

Payment Method:
Check/Bank Information
ACH Payment to:
Artistic Holiday Designs LLC
Routing: 263191387
Account: 1100024293767

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Should Seller be contracted to install the Goods, Seller shall install the Goods in a workmanlike manner and in compliance with applicable laws, regulations and ordinances in effect as of the Contract Date. Seller reserves the right to hire subcontractors, at its sole discretion, to perform some or all of the installation field work.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL).

(UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accept to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the County of Lee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance: _____ Signature: _____

ITEM 8.C

Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor

Request

Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

Explanation

The Vine Street Community Redevelopment Agency (CRA) aspires to create strong lighting elements to establish district identity and improve visual edges along streets and thoroughfares. Furthermore, insufficient street lighting is one of the five key factors contributing to unsafe conditions in the CRA area.

The 2012 CRA Master Plan prioritizes the development and implementation a streetscape plan that includes lighting, landscaping and public realm enhancements. The CRA is actively making strides that contribute to the enhancement of the public realm – the CRA adopted the Landscape Master Plan in 2022 and is working with the Florida Department of Transportation on the US 192 resurfacing project that encompasses the entire Vine Street corridor.

The next phase in enhancement of the Vine Street corridor is upgrading 200 of the existing streetlights from halogen sphere lights to new LED mongoose lights, from Michigan Ave. to Hoagland Blvd. The Kissimmee Utility Authority (KUA) Contract for Line Extension Services permits KUA to order, store and install the new streetlights on behalf of the CRA. Due to the magnitude of the project, the upgrades will be divided into two phases and divided into the following sections:

1. Michigan Ave to Main Street
2. Main Street to John Young Parkway
3. John Young Parkway to Thacker Ave.
4. Thacker Ave. to Phillip Street
5. Phillip Street to Dyer Blvd.
6. Dyer Blvd to Armstrong Blvd.
7. Armstrong Blvd. to Hoagland Blvd.

Phase One consists of sections 1-4 and 7. Phase Two consists of sections 5 and 6, which will coincide with an overhead power line conversion to an underground line. At this time, Staff is requesting approval of the Contract for Line Extension Services for Phase 1, which totals \$942,990. The timeline and costs for Phase 2 will be determined at a later date.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10725506-506393	CR2206	Increase	942,990	

Financial Summary:

This project is programmed in the FY 22-23 Capital Budget as "Beautification, storm water, streetlight and other capital improvement projects". Phase 1 consists of sections 1-4 and 7, which total \$942,990. Phase 2 project costs will be determined at a later date.

Recommendation

Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Samia Singleton

Attachment(s):

1. (S) EO0025044 - KUA Line Extension Contract
2. (S) EO0025045 - KUA Line Extension Contract
3. (S) EO0025046 - KUA Line Extension Contract
4. (S) EO0025047 - KUA Line Extension Contract
5. (S) EO0025048 - KUA Line Extension Contract
6. US 192 from Hoagland-Michigan Lights

CONTRACT # _____
PROJECT # EO0025044
CUSTOMER # 5256

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this _____ day of _____, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Vine St. (Main to Michigan Ave.), KUA will remove (52) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
 - 1. Extension or upgrade of existing facilities – 70% of the total cost.
 - 2. Relocation/conversion of existing facilities – 100% of the total cost.
 - 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 297,175.79

Required Applicant Deposit

☐	70% of Estimated Total Cost	\$ _____
☒	100% of Estimated Total Cost	\$ <u>297,175.79</u>

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
- 2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this Contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this Contract; or (2) not complete work on the project within six months of the effective date of this Contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given

to the Applicant nor will the Applicant be required to make an additional payment.

9. Requirements of Applicant: The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.
 - a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
 - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
10. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
11. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as:
 - (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida;
 - (ii) the consent of either party to be sued;
 - or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

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

KISSIMMEE UTILITY AUTHORITY

 Digitally signed by Felix Escobar
Escobar
Date: 2023.04.25 14:05:13 -04'00'

Manager of Distribution Engineering
 Digitally signed by Larry Mattern
Mattern
Date: 2023.04.28 08:35:16 -04'00'

Vice President
Operations Department

APPLICANT

Vine Street Community Redevelopment Agency
Print or Type Name

Title of Signatory

Signature

Date Approved

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

CONTRACT # _____
PROJECT # EO0025045
CUSTOMER # 5256

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this _____ day of _____, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at: Vine St. (Main to John Young Pkwy.), KUA will remove (48) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 274,296.16

Required Applicant Deposit

☐
☒

70% of Estimated Total Cost	\$ _____
100% of Estimated Total Cost	\$ <u>274,296.16</u>

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this Contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this Contract; or (2) not complete work on the project within six months of the effective date of this Contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given

to the Applicant nor will the Applicant be required to make an additional payment.

9. Requirements of Applicant: The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.
- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
 - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
10. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
11. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

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

KISSIMMEE UTILITY AUTHORITY

Felix Escobar

Digitally signed by Felix Escobar
Date: 2023.04.25 14:06:15 -04'00'

Manager of Distribution Engineering

Digitally signed by Larry Mattern
Date: 2023.04.28 08:34:53 -04'00'

Vice President
Operations Department

APPLICANT

Vine Street Community Redevelopment Agency

Print or Type Name

Title of Signatory

Signature

Date Approved

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

CONTRACT # _____
PROJECT # EO0025046
CUSTOMER # 5256

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this _____ day of _____, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Vine St. (Thacker to John Young Pkwy), KUA will remove (27) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 154,324.03

Required Applicant Deposit

☐	70% of Estimated Total Cost	\$ _____
☒	100% of Estimated Total Cost	\$ <u>154,324.03</u>

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this Contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this Contract; or (2) not complete work on the project within six months of the effective date of this Contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given

to the Applicant nor will the Applicant be required to make an additional payment.

9. Requirements of Applicant: The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.
- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
 - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
10. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
11. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

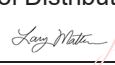
competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

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

KISSIMMEE UTILITY AUTHORITY

 Digitally signed by Felix Escobar
Escobar
Date: 2023.04.25 14:07:23 -04'00'

Manager of Distribution Engineering
 Digitally signed by Larry Mattern
Mattern
Date: 2023.04.28 08:34:29 -04'00'

Vice President
Operations Department

APPLICANT

Vine Street Community Redevelopment Agency

Print or Type Name

Title of Signatory

Signature

Date Approved

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

CONTRACT # _____
PROJECT # EO0025047
CUSTOMER # 5256

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this _____ day of _____, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Vine St. (Thacker to Phillip), KUA will remove (16) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 91,453.68

Required Applicant Deposit

☐	70% of Estimated Total Cost	\$ _____
☒	100% of Estimated Total Cost	\$ <u>91,453.68</u>

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

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 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
10. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
11. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

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

KISSIMMEE UTILITY AUTHORITY

Felix Escobar

Digitally signed by Felix
Escobar
Date: 2023.04.25 14:08:12
-04'00'

Manager of Distribution Engineering

Digitally signed by Larry
Mattern
Date: 2023.04.28 08:32:08
-04'00'

Vice President
Operations Department

APPLICANT

Vine Street Community Redevelopment Agency

Print or Type Name

Title of Signatory

Signature

Date Approved

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

CONTRACT # _____
PROJECT # EO0025048
CUSTOMER # 5256

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this _____ day of _____, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Vine St. (Hoagland to Armstrong), KUA will remove (22) 250w HPS sphere lights, davit poles, and install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 125,740.70

Required Applicant Deposit

☐
☒

70% of Estimated Total Cost	\$ _____
100% of Estimated Total Cost	\$ <u>125,740.70</u>

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this Contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this Contract; or (2) not complete work on the project within six months of the effective date of this Contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given

to the Applicant nor will the Applicant be required to make an additional payment.

9. Requirements of Applicant: The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.
- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
 - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
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12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

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

KISSIMMEE UTILITY AUTHORITY

Felix Escobar

Digitally signed by Felix Escobar
Date: 2023.04.25 14:09:06 -0400

Manager of Distribution Engineering

Digitally signed by Larry
Mattern
Date: 2023.04.28 08:31:42
-0400

Vice President
Operations Department

APPLICANT

Vine Street Community Redevelopment Agency

Print or Type Name

Title of Signatory

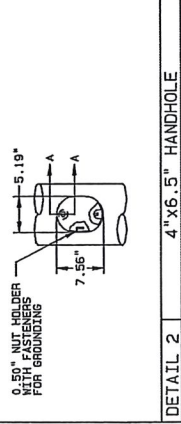
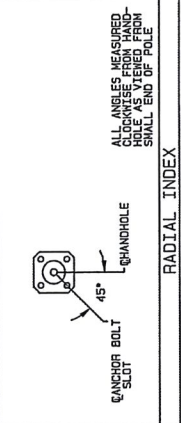
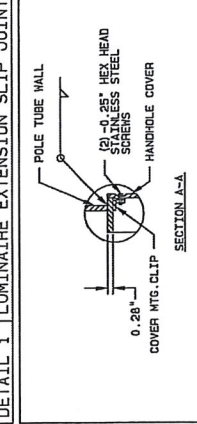
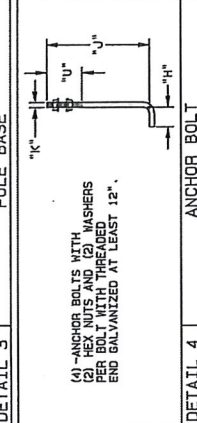
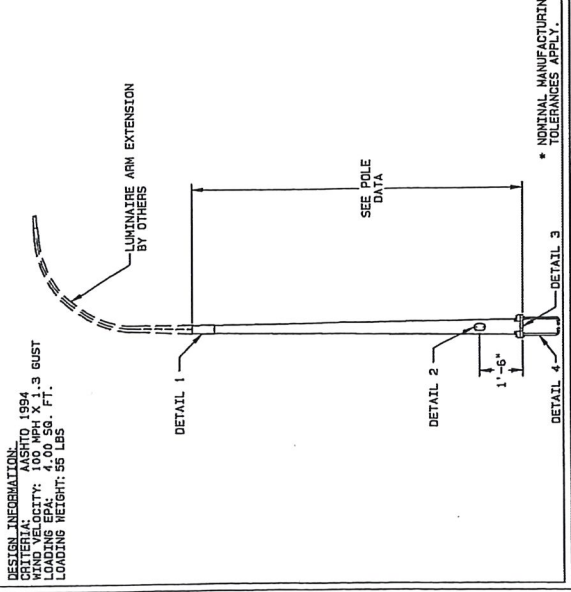
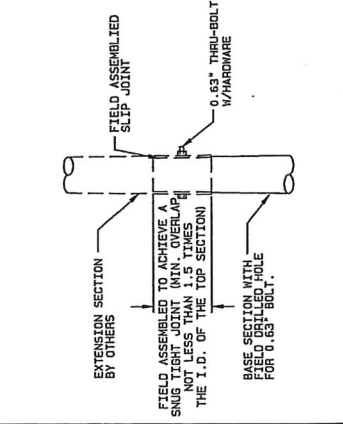
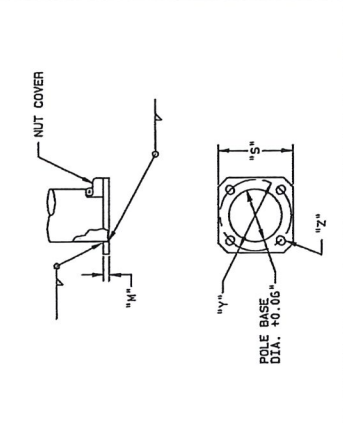
Signature

Date Approved

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. VARIOUS TYPES OF VIBRATIONS ARE FREQUENTLY MANUFACTURED BY THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY WEAR OR DAMAGE TO THE PRODUCT. THE WARRANTY FOR ANY WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, INCLUDING BUT NOT LIMITED TO, AIR CURRENTS WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.



POLE DATA													
KUA STOCK NUMBER	QTY.	POLE TUBE			POLE BASE					ANCHOR HOOD			
		BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	RANGE OR (IN)	SQUARE 5" (IN)	BOLT 1/2" (IN)	THK. 1/4" (IN)	SLOT 2" (IN)	DIA. 1/2" (IN)	LENGTH 1/2" (IN)	THK. 1/4" (IN)	THREAD LENGTH 1/2" (IN)
POLEGALV192	3	8.00	4.99	21.50	11	11.50	11.00	0.88	1.13 X 1.69	1.00	35.00	4.00	5.00

NOTE:

1. VALMONT ASSUMES NO RESPONSIBILITY FOR STRUCTURAL ADEQUACY OF EXISTING LUMINAIRE ARM EXTENSION.

U5192 (Hongland to Michelson)
3/10/2020

	JOB	KISSINMEE UTILITY AUTHORITY STOCK # POLEGALVA192							valmont VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO SUSPEND OR ENGINEER APPROVED MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS. Valley NE 80604 (402) 355-2201							ORDER NUMBER: 400143P1	PAGE NUMBER:	OF 1	REV	
	TITLE	LIGHTNING STRUCTURES														DRAWING NUMBER	FL400143P1			
	SOLD THRU IRBY																			
	SHIP TO: KISSINMEE UTILITY AUTHORITY																			
	P.O. #: S0608927																			
	AGENT: ELECTRIC SALES ASSOCIATE																			
	APR 02/2018	JNCKS 02/20/18	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
REV	DRAWN BY DATE	CHECK BY DATE	DESCRIPTION																	

Existing Light

WINGATE



SUPERIOR MECHANICALS:

HEAVY-GAUGE SPUN ALUMINUM TOP HEMISPHERE

STANDARD ACRYLIC OR OPTIONAL POLYCARBONATE ENCLOSURE

SEALED OPTICS

- Hinged and sealed for removal as a unit
- Easily accessed for installation and maintenance
- Reflector sealed against a one-piece E.P.D.M. gasket (silicone with 1000 watt)
- Protection from dust, debris and moisture

UNITIZED BALLAST/REFLECTOR SYSTEM

- Hinged and removable as a unit
- Easily accessed for installation and maintenance

ROLL-SEALED REFLECTOR PLATEN

- Permanently sealed to plastic enclosure

250 w HPS Wingate
(IES Distribution = Type 3)



FLEXIBLE PHOTOMETRICS:

SEMI-SPECULAR REFLECTOR SYSTEM

- Wattages from 70 to 1000 in incandescent or H.I.D. Lamps
- IES Distribution Patterns II and III
- Forward Distribution Reflector Available
- Optional Glass Refractors available in IES Type (II, III and IV)
- Manufactured to meet or exceed UL and NEC requirements
- IBEL and UL Labeled

OPTIONS:

- Photoelectric Control Receptacle
- Single or Duplex Weatherproof Receptacle
- Top or Side Mounting
- Pole or Wall Mount
- Electrostatically-applied, Baked Enamel or Anodic Hard-Coat Finishes = BLACK
- Wide Color Range

FIXTURE DIMENSIONS

FIXTURE	WATTAGE	LUMINAIRE SIZE	RECOMMENDED STANDARD ARM DIMENSIONS	MOUNTING HEIGHT
WINGATE 20	up to 250 w ^{1,2}	20"	3" OD x 18"	7' 6" to 20' ←
WINGATE 24	up to 400 w ²	24"	3" OD x 24"	20' to 40'

¹ WG-20 uses maximum of 150 watts in High Pressure Sodium.

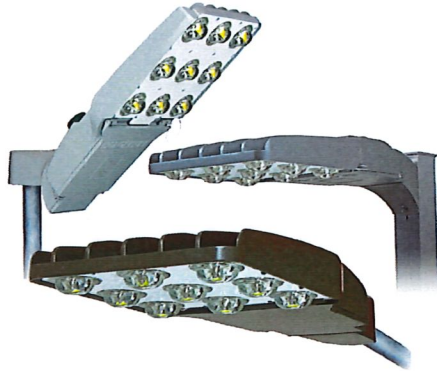
² WG-20 and WG-24, 150 watt Metal Halide, use ANSI M107 lamp

45192 (Honyland to Kichigan)
3/10/2020



MGLED

Mongoose Large LED



The Mongoose LED offset roadway and area lighting product provides significant energy and maintenance savings vs. HID luminaires. It offers the ultimate in application flexibility with a uniquely designed advanced optical system and attractive appearance. This combined with multiple lighting distributions, mounting options and the ability to tilt the fixture offers unequalled performance in a diverse set of applications ranging from interstates and parking lots.

Mechanical

- Rugged grade A360 diecast aluminum (<1% copper)
- Tool-less access with stainless steel latches
- Rigorous 5-stage pretreatment, epoxy basecoat and polyester topcoat to ensure maximum durability
- Finish yields a finish that achieves a scribe creepage rating of 8 after 5,000 hours of salt spray
- Removable "power door" facilitates product installation and maintenance
- Corrosion resistant stainless-steel latches ensure secure closure over the long fixture life
- Multiple mounting configurations allow for attachment to horizontal mast arms (MA), vertical tenon (VT), architectural mounting to square poles (SPA) and universal mounting to round and square poles (UN)
- All Mountings are 3G vibration rated per ANSI C136.31
- Adjustable fixture tilt from 0-45 degrees provides flexibility to optimize lighting performance

Electrical

- Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2
- LED light engines are rated > 100,000 at 25°C, L70
- Electronic driver has an expected life of > 100,000 hours at 25°C
- Rated for -40°C / -40°F minimum ambient
- Programmable electronic driver with 0-10V control leads
- Driver voltage options: 120-277V 50/60 Hz and 347 50/60 Hz and 480V 50/60 Hz

Optical

- Performance is comparable to 400-1000 watt HID
- IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation

- 3000K, 4000K and 5000K CCT, 70 CRI
- Distribution options: Narrow Roadway (NR), Medium Roadway (MR), Wide Roadway (WR), Forward Throw (FT), and Area Type (AR)
- Optional Uplight Skirt (US) ensures no light above 90°
- House side shield (HSS) option available

Controls

- 7 pin NEMA photocontrol receptacle
- Premium solid-state locking-style photocontrol (PCSS) – 10 year rated life
- Extreme long life solid state locking-style photocontrol (PCLL) – 20 year rated life
- Field adjustable output
- nLight Air motion and daylight sensor
- Programmable motion and daylight sensor

Certification & Standards

- CSA Certified to US and Canadian standards
- Suitable for operation in an ambient temperature up to 40°C / 104°F for standard product
- Designlights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- LM-79 compliant
- The projected LED Lumen Maintenance shall be based only on IES LM-80-08 and TM-21

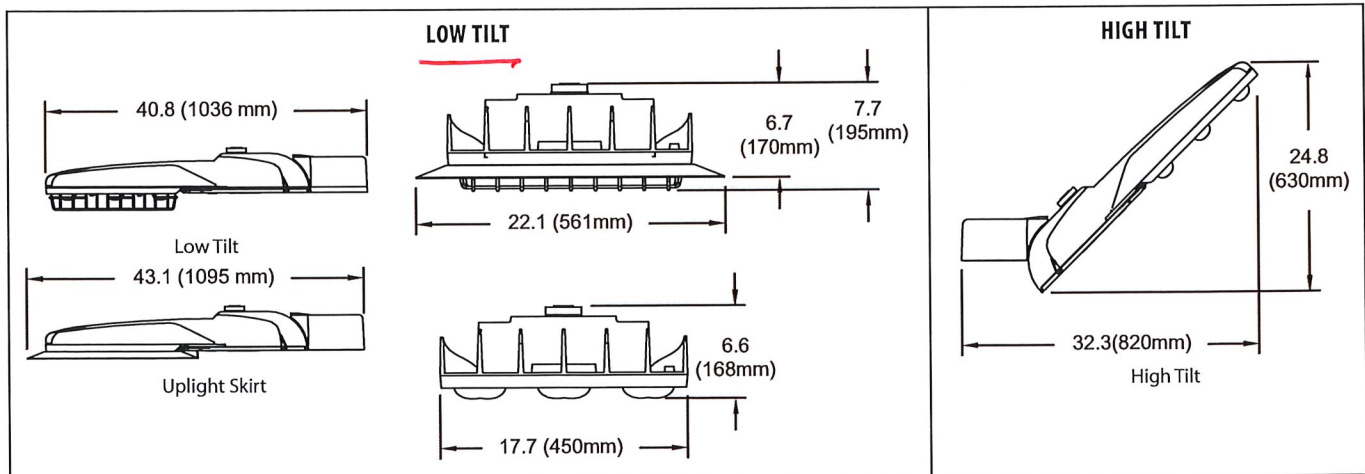
Warranty

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C



DIMENSIONAL DATA



Maximum Weight - 55 lbs

Maximum Effective Projected Area:

Low Tilt = 1.20 sq. ft.

High Tilt = 3.25 sq. ft.

MGLED

Mongoose Large LED



ORDERING INFORMATION

Example: MGLED P2 40K MVOLT FT LT UN GRSD

Series	LED performance package	Color temperature	Voltage	Optics	Tilt Range
MGLED Mongoose Large	P1 35,000 nominal lumens	30K 3,000 K CCT	MVOLT Auto-sensing voltage (120 thru 277)	NR Narrow Roadway	HT HIGH (27°-45°)
	P2 41,000 nominal lumens	40K 4,000 K CCT		MR Medium Roadway	LT LOW (1°-18°)
	P3 45,000 nominal lumens	50K 5,000 K CCT	347 347 Volt	WR Wide Roadway	
	P4 50,000 nominal lumens		480 480 Volt	FT Forward Throw (Type 4)	
	P5 55,000 nominal lumens			AR Area (Type 5)	
	P6 60,000 nominal lumens				
	P7 64,000 nominal lumens				

Mounting	Super Durable Paint	Options
VT Vertical Tenon	GRSD Vitraccoat Gray	<u>Adjustable/Programmable Options</u>
MA Horizontal Arm	GHSD Vitraccoat Graphite	AO Field Adjustable Output
SPA Architectural	BKSD <u>Vitracoat Black</u>	<u>Control Options</u>
UN Universal (Rd. & Sq)	GNSD Vitraccoat Green	PCLL DTL Extreme Long Life Twistlock Photocontrol for Solid State (20 year rated life)
	WHSD Vitraccoat White	PCSS DSS Premium Twistlock Photocontrol for Solid State (10 year rated life)
	BZSD Vitraccoat Bronze	POC2 Programmable occ. and daylight sensor, for mounting applications up to 20'
		POC4 Programmable occ. and daylight sensor, for mounting applications between 20' & 40'
		RSDGR nLight Air Occ. and daylight sensor
		<u>NEMA Label Options</u>
		NL NEMA LABEL
		<u>NEMA Receptacle Options</u>
		PR7 7-pin Photocontrol Receptacle
		<u>Shielding Options</u>
		US <u>Uplight Skirt</u>
		HSS House Side Shield
		<u>Shorting Cap Option</u>
		SH SHORTING CAP

Accessories: Order as separate catalog number.

Wire Guard Kit

MGLED WG Mongoose Large Wire Guard Kit

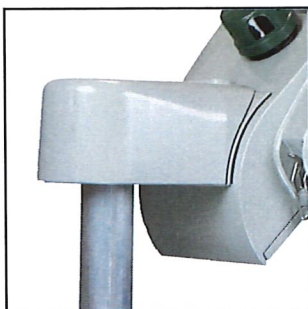
Uplight Skirt

MGLED US GRSD Mongoose Large Uplight Skirt, Vitraccoat Gray
 MGLED US GHSD Mongoose Large Uplight Skirt, Vitraccoat Graphite
 MGLED US BKSD Mongoose Large Uplight Skirt, Vitraccoat Black
 MGLED US GNSD Mongoose Large Uplight Skirt, Vitraccoat Green
 MGLED US WHSD Mongoose Large Uplight Skirt, Vitraccoat White
 MGLED US BZSD Mongoose Large Uplight Skirt, Vitraccoat Bronze

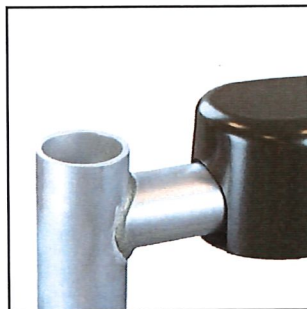
House Side Shield

MGLED HSS Mongoose Large House Side Shield

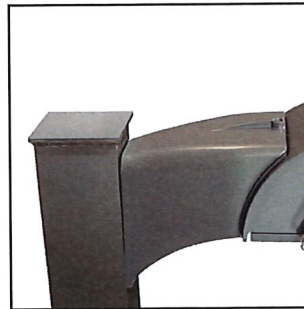
MOUNTING OPTIONS



Vertical Tenon Mount - VT
 Attaches to 2" vertical tenon
 (2 3/8" O.D.)



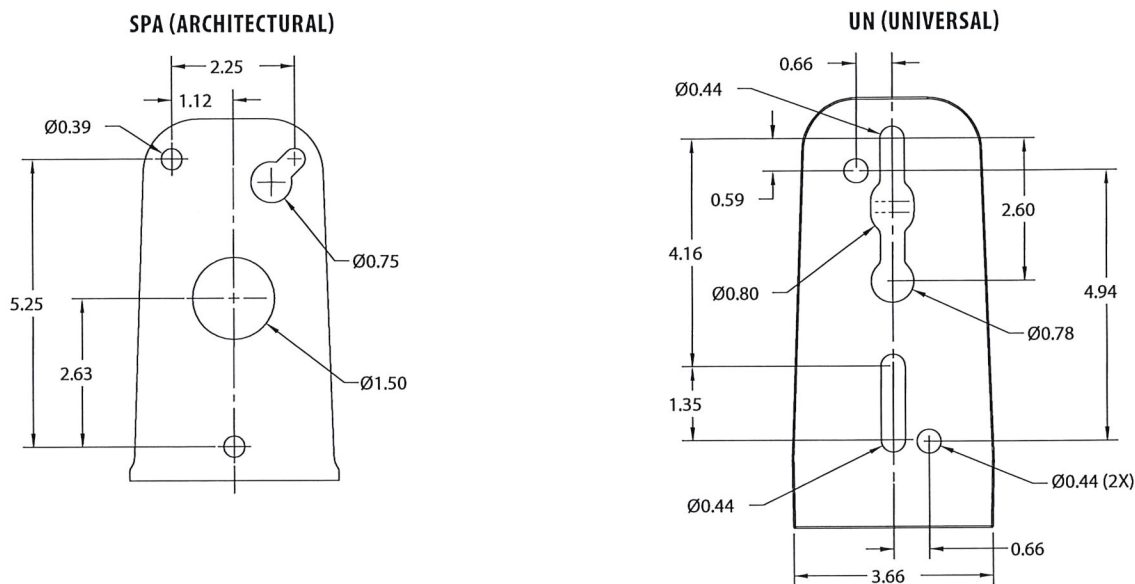
Horizontal Arm Mount - MA
 Attaches to 2" horizontal mast arm
 (2 3/8" O.D.)



Architectural Mount - SPA
 Attaches to square pole



Universal Mount - UN
 Attaches to square or 3" minimum round pole



OPTIONS MATRIX

Mounting		SELECTED OPTION (start here)							
		AO	PR7	PCLL	PCSS	POC2	POC4	RSDGR	SH
Controls	AO		Y	Y	Y	N	N	N	Y
	PR7	Y		Y	Y	N	N	N	Y
	PCLL	Y	Y		N	N	N	N	N
	PCSS	Y	Y	N		N	N	N	N
	POC2	N	N	N	N		N	N	N
	POC4	N	N	N	N	N		N	N
	RSDGR	N	N	N	N	N	N		N
	SH	Y	Y	N	N	N	N	N	
Voltage	MVOLT	Y	Y	Y	Y	Y	Y	Y	Y
	347	Y	Y	Y	N	Y	Y	Y	Y
	480	Y	Y	Y	N	Y	Y	Y	Y
Performance Packages	P1	Y	Y	Y	Y	Y	Y	Y	Y
	P2	Y	Y	Y	Y	Y	Y	Y	Y
	P3	Y	Y	Y	Y	Y	Y	Y	Y
	P4	Y	Y	Y	Y	Y	Y	Y	Y
	P5	Y	Y	Y	Y	Y	Y	Y	Y
	P6	Y	Y	Y	Y	N	N	N	Y
	P7	Y	Y	Y	Y	N	N	N	Y

Y = Valid Option Combination
N = Combination Not available

LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Average Lumen Ambient Temperature (LAT) Multipliers								
°C	°F	P1	P2	P3	P4	P5	P6	P7
0	32	1.04	1.04	1.05	1.05	1.06	1.06	1.07
5	41	1.03	1.04	1.04	1.04	1.05	1.05	1.06
10	50	1.03	1.03	1.03	1.03	1.03	1.04	1.04
15	59	1.02	1.02	1.02	1.02	1.02	1.03	1.03
20	68	1.01	1.01	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00	1.00	1.00

PERFORMANCE DATA

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P1	AR	246	36,673	149	5	3	4	37,830	154	5	3	4	37,830	154	5	3	4	0.90	0.87	0.84
	FT		33,438	136	4	3	5	34,493	140	4	3	5	34,493	140	4	3	5			
	MR		35,102	143	3	3	5	36,209	147	3	3	5	36,209	147	3	3	5			
	NR		35,758	145	3	0	4	36,886	150	3	0	4	36,886	150	3	0	4			
	WR		35,119	143	4	0	5	36,227	147	4	0	5	36,227	147	4	0	5			
P2	AR	295	42,322	143	5	3	4	43,657	148	5	3	4	43,657	148	5	3	4	0.90	0.86	0.83
	FT		38,589	131	4	3	5	39,806	135	4	3	5	39,806	135	4	3	5			
	MR		40,509	137	4	3	5	41,786	142	4	3	5	41,786	142	4	3	5			
	NR		41,266	140	3	0	5	42,568	144	3	0	5	42,568	144	3	0	5			
	WR		40,529	137	4	0	5	41,807	142	4	0	5	41,807	142	4	0	5			
P3	AR	337	47,111	140	5	3	4	48,597	144	5	3	4	48,597	144	5	3	4	0.90	0.86	0.83
	FT		42,955	127	4	3	5	44,310	131	4	3	5	44,310	131	4	3	5			
	MR		45,092	134	4	3	5	46,515	138	4	3	5	46,515	138	4	3	5			
	NR		45,935	136	4	0	5	47,384	141	4	0	5	47,384	141	4	0	5			
	WR		45,115	134	4	0	5	46,538	138	4	0	5	46,538	138	4	0	5			
P4	AR	392	52,424	134	5	3	4	54,078	138	5	3	5	54,078	138	5	3	5	0.90	0.86	0.83
	FT		47,800	122	4	3	5	49,307	126	4	3	5	49,307	126	4	3	5			
	MR		50,178	128	4	3	5	51,761	132	4	3	5	51,761	132	4	3	5			
	NR		51,116	130	4	0	5	52,728	135	4	0	5	52,728	135	4	0	5			
	WR		50,203	128	4	0	5	51,787	132	4	0	5	51,787	132	4	0	5			
P5	AR	442	55,004	124	5	3	5	56,738	128	5	3	5	56,738	128	5	3	5	0.90	0.86	0.83
	FT		50,152	113	4	3	5	51,733	117	4	3	5	51,733	117	4	3	5			
	MR		52,647	119	4	3	5	54,307	123	4	3	5	54,307	123	4	3	5			
	NR		53,631	121	4	0	5	55,323	125	4	0	5	55,323	125	4	0	5			
	WR		52,673	119	4	0	5	54,335	123	4	0	5	54,335	123	4	0	5			
P6	AR	507	59,442	117	5	3	5	61,317	121	5	3	5	61,317	121	5	3	5	0.90	0.86	0.83
	FT		54,199	107	4	3	5	55,908	110	4	3	5	55,908	110	4	3	5			
	MR		56,896	112	4	3	5	58,690	116	4	3	5	58,690	116	4	3	5			
	NR		57,959	114	4	0	5	59,787	118	4	0	5	59,787	118	4	0	5			
	WR		56,924	112	4	0	5	58,720	116	4	0	5	58,720	116	4	0	5			
P7	AR	571	63,932	126	5	3	5	65,948	130	5	3	5	65,948	130	5	3	5	0.90	0.86	0.83
	FT		58,292	115	4	3	5	60,131	119	4	3	5	60,131	119	4	3	5			
	MR		61,192	121	4	3	5	63,122	125	4	3	5	63,122	125	4	3	5			
	NR		62,336	123	4	0	5	64,302	127	4	0	5	64,302	127	4	0	5			
	WR		61,223	121	4	0	5	63,154	125	4	0	5	63,154	125	4	0	5			

PERFORMANCE DATA WITH UPLIGHT SKIRT

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P1	AR	246	36,351	148	5	0	4	37,497	152	5	0	4	37,497	152	5	0	4	0.90	0.87	0.84
	FT		33,339	136	4	0	5	34,390	140	4	0	5	34,390	140	4	0	5			
	MR		35,196	143	3	0	5	36,306	148	3	0	5	36,306	148	3	0	5			
	NR		35,858	146	3	0	4	36,989	150	3	0	4	36,989	150	3	0	4			
	WR		35,053	142	4	0	5	36,159	147	4	0	5	36,159	147	4	0	5			
P2	AR	295	41,951	142	5	0	4	43,274	147	5	0	4	43,274	147	5	0	4	0.90	0.86	0.83
	FT		38,474	130	4	0	5	39,688	135	4	0	5	39,688	135	4	0	5			
	MR		40,617	138	3	0	5	41,899	142	4	0	5	41,899	142	4	0	5			
	NR		41,381	140	3	0	4	42,687	145	3	0	4	42,687	145	3	0	4			
	WR		40,453	137	4	0	5	41,729	141	4	0	5	41,729	141	4	0	5			
P3	AR	337	46,697	139	5	0	4	48,170	143	5	0	4	48,170	143	5	0	4	0.90	0.86	0.83
	FT		42,828	127	4	0	5	44,179	131	4	0	5	44,179	131	4	0	5			
	MR		45,213	134	4	0	5	46,639	138	4	0	5	46,639	138	4	0	5			
	NR		46,064	137	4	0	4	47,517	141	4	0	5	47,517	141	4	0	5			
	WR		45,030	134	4	0	5	46,451	138	4	0	5	46,451	138	4	0	5			
P4	AR	392	51,964	133	5	0	4	53,603	137	5	0	4	53,603	137	5	0	4	0.90	0.86	0.83
	FT		47,658	122	4	0	5	49,161	125	4	0	5	49,161	125	4	0	5			
	MR		50,313	128	4	0	5	51,900	132	4	0	5	51,900	132	4	0	5			
	NR		51,259	131	4	0	5	52,876	135	4	0	5	52,876	135	4	0	5			
	WR		50,109	128	4	0	5	51,689	132	4	0	5	51,689	132	4	0	5			
P5	AR	442	54,521	123	5	0	5	56,240	127	5	0	5	56,240	127	5	0	5	0.90	0.86	0.83
	FT		50,003	113	4	0	5	51,580	117	4	0	5	51,580	117	4	0	5			
	MR		52,788	119	4	0	5	54,453	123	4	0	5	54,453	123	4	0	5			
	NR		53,781	122	4	0	5	55,477	126	4	0	5	55,477	126	4	0	5			
	WR		52,574	119	4	0	5	54,232	123	4	0	5	54,232	123	4	0	5			
P6	AR	507	58,921	116	5	0	5	60,779	120	5	0	5	60,779	120	5	0	5	0.90	0.86	0.83
	FT		54,038	107	4	0	5	55,743	110	4	0	5	55,743	110	4	0	5			
	MR		57,048	113	4	0	5	58,848	116	4	0	5	58,848	116	4	0	5			
	NR		58,121	115	4	0	5	59,954	118	4	0	5	59,954	118	4	0	5			
	WR		56,817	112	4	0	5	58,609	116	4	0	5	58,609	116	4	0	5			
P7	AR	571	63,370	125	5	0	5	65,369	129	5	0	5	65,369	129	5	0	5	0.90	0.86	0.83
	FT		58,119	115	4	0	5	59,952	118	5	0	5	59,952	118	5	0	5			
	MR		61,357	121	4	0	5	63,292	125	4	0	5	63,292	125	4	0	5			
	NR		62,511	123	4	0	5	64,482	127	4	0	5	64,482	127	4	0	5			
	WR		61,108	121	4	0	5	63,035	124	4	0	5	63,035	124	4	0	5			

PERFORMANCE DATA WITH HOUSE SIDE SHIELD

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P1	AR	246	35,756	145	5	3	5	36,884	150	5	3	5	36,884	150	5	3	5	0.90	0.87	0.84
	FT		32,736	133	4	3	5	33,768	137	4	3	5	33,768	137	4	3	5			
	MR		34,294	139	3	3	5	35,376	144	3	3	5	35,376	144	3	3	5			
	NR		35,043	142	3	3	4	36,148	147	3	3	4	36,148	147	3	3	4			
	WR		34,593	141	3	3	5	35,684	145	3	3	5	35,684	145	3	3	5			
P2	AR	295	41,264	140	5	3	5	42,566	144	5	3	5	42,566	144	5	3	5	0.90	0.86	0.83
	FT		37,778	128	4	3	5	38,970	132	4	3	5	38,970	132	4	3	5			
	MR		39,577	134	3	3	5	40,825	138	3	3	5	40,825	138	3	3	5			
	NR		40,441	137	3	3	4	41,716	141	3	3	4	41,716	141	3	3	4			
	WR		39,921	135	4	3	5	41,180	140	4	3	5	41,180	140	4	3	5			
P3	AR	337	45,933	136	5	4	5	47,382	141	5	4	5	47,382	141	5	4	5	0.90	0.86	0.83
	FT		42,053	125	4	3	5	43,380	129	4	3	5	43,380	129	4	3	5			
	MR		44,055	131	4	3	5	45,445	135	4	3	5	45,445	135	4	3	5			
	NR		45,017	134	4	3	5	46,437	138	4	3	5	46,437	138	4	3	5			
	WR		44,439	132	4	3	5	45,840	136	4	3	5	45,840	136	4	3	5			
P4	AR	392	51,114	130	5	4	5	52,726	135	5	4	5	52,726	135	5	4	5	0.90	0.86	0.83
	FT		46,796	119	4	3	5	48,272	123	4	3	5	48,272	123	4	3	5			
	MR		49,024	125	4	3	5	50,570	129	4	3	5	50,570	129	4	3	5			
	NR		50,094	128	4	3	5	51,674	132	4	3	5	51,674	132	4	3	5			
	WR		49,450	126	4	3	5	51,010	130	4	3	5	51,010	130	4	3	5			
P5	AR	442	53,629	121	5	4	5	55,320	125	5	4	5	55,320	125	5	4	5	0.90	0.86	0.83
	FT		49,098	111	4	3	5	50,647	115	4	3	5	50,647	115	4	3	5			
	MR		51,436	116	4	3	5	53,058	120	4	3	5	53,058	120	4	3	5			
	NR		52,559	119	4	3	5	54,216	123	4	3	5	54,216	123	4	3	5			
	WR		51,883	117	4	3	5	53,520	121	4	3	5	53,520	121	4	3	5			
P6	AR	507	57,957	114	5	4	5	59,784	118	5	4	5	59,784	118	5	4	5	0.90	0.86	0.83
	FT		53,061	105	4	4	5	54,734	108	4	4	5	54,734	108	4	4	5			
	MR		55,587	110	4	3	5	57,340	113	4	3	5	57,340	113	4	3	5			
	NR		56,800	112	4	3	5	58,592	116	4	3	5	58,592	116	4	3	5			
	WR		56,071	111	4	3	5	57,839	114	4	3	5	57,839	114	4	3	5			
P7	AR	571	62,333	123	5	4	5	64,299	127	5	4	5	64,299	127	5	4	5	0.90	0.86	0.83
	FT		57,068	113	5	4	5	58,868	116	5	4	5	58,868	116	5	4	5			
	MR		59,785	118	4	3	5	61,670	122	4	3	5	61,670	122	4	3	5			
	NR		61,090	120	4	3	5	63,016	124	4	3	5	63,016	124	4	3	5			
	WR		60,305	119	4	3	5	62,207	123	4	3	5	62,207	123	4	3	5			

PERFORMANCE DATA WITH UPLIGHT SKIRT & HOUSE SIDE SHIELD

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P1	AR	246	35,793	146	5	3	5	36,922	150	5	3	5	36,922	150	5	3	5	0.90	0.87	0.84
	FT		32,769	133	4	3	5	33,803	137	4	3	5	33,803	137	4	3	5			
	MR		34,400	140	3	0	4	35,484	144	3	0	4	35,484	144	3	0	4			
	NR		35,150	143	3	0	4	36,259	147	3	0	4	36,259	147	3	0	4			
	WR		34,663	141	3	0	5	35,756	145	3	0	5	35,756	145	3	0	5			
P2	AR	295	41,306	140	5	3	5	42,609	144	5	3	5	42,609	144	5	3	5	0.90	0.86	0.83
	FT		37,817	128	4	3	5	39,010	132	4	3	5	39,010	132	4	3	5			
	MR		39,698	135	3	0	5	40,951	139	3	0	5	40,951	139	3	0	5			
	NR		40,565	138	3	0	4	41,844	142	3	0	4	41,844	142	3	0	4			
	WR		40,002	136	4	0	5	41,264	140	4	0	5	41,264	140	4	0	5			
P3	AR	337	45,980	136	5	3	5	47,431	141	5	3	5	47,431	141	5	3	5	0.90	0.86	0.83
	FT		42,096	125	4	3	5	43,424	129	4	3	5	43,424	129	4	3	5			
	MR		44,190	131	4	0	5	45,584	135	4	0	5	45,584	135	4	0	5			
	NR		45,155	134	4	0	4	46,579	138	4	0	4	46,579	138	4	0	4			
	WR		44,529	132	4	0	5	45,933	136	4	0	5	45,933	136	4	0	5			
P4	AR	392	51,166	131	5	3	5	52,780	135	5	3	5	52,780	135	5	3	5	0.90	0.86	0.83
	FT		46,844	120	4	3	5	48,321	123	4	3	5	48,321	123	4	3	5			
	MR		49,174	125	4	0	5	50,725	129	4	0	5	50,725	129	4	0	5			
	NR		50,247	128	4	0	5	51,832	132	4	0	5	51,832	132	4	0	5			
	WR		49,551	126	4	0	5	51,114	130	4	0	5	51,114	130	4	0	5			
P5	AR	442	53,684	121	5	3	5	55,377	125	5	3	5	55,377	125	5	3	5	0.90	0.86	0.83
	FT		49,149	111	4	3	5	50,699	115	4	3	5	50,699	115	4	3	5			
	MR		51,594	117	4	0	5	53,221	120	4	0	5	53,221	120	4	0	5			
	NR		52,719	119	4	0	5	54,382	123	4	0	5	54,382	123	4	0	5			
	WR		51,989	118	4	0	5	53,629	121	4	0	5	53,629	121	4	0	5			
P6	AR	507	58,016	114	5	3	5	59,846	118	5	3	5	59,846	118	5	3	5	0.90	0.86	0.83
	FT		53,115	105	4	3	5	54,790	108	5	3	5	54,790	108	5	3	5			
	MR		55,758	110	4	0	5	57,516	113	4	0	5	57,516	113	4	0	5			
	NR		56,974	112	4	0	5	58,771	116	4	0	5	58,771	116	4	0	5			
	WR		56,184	111	4	0	5	57,957	114	4	0	5	57,957	114	4	0	5			
P7	AR	571	62,397	123	5	3	5	64,365	127	5	3	5	64,365	127	5	3	5	0.90	0.86	0.83
	FT		57,126	113	5	3	5	58,928	116	5	3	5	58,928	116	5	3	5			
	MR		59,968	118	4	0	5	61,860	122	4	0	5	61,860	122	4	0	5			
	NR		61,277	121	4	0	5	63,209	125	4	0	5	63,209	125	4	0	5			
	WR		60,428	119	4	0	5	62,333	123	4	0	5	62,333	123	4	0	5			

① Tapered Alum. Tube (4" O.D.)
.125" Wall Alloy 6063-T6
Blank Lgth. 8'-2 11/16"

8'-0"

8"

1 1/2" Arc

11"

6"

2 3/8" O.D.

R3'-0"

6'-7 3/16"

5'-7 3/16" Tapered

21°

2 1/2" x 5 1/8" Section

6"

1/4"

2°

2'-6"

② ③ ④ ⑤ ⑥

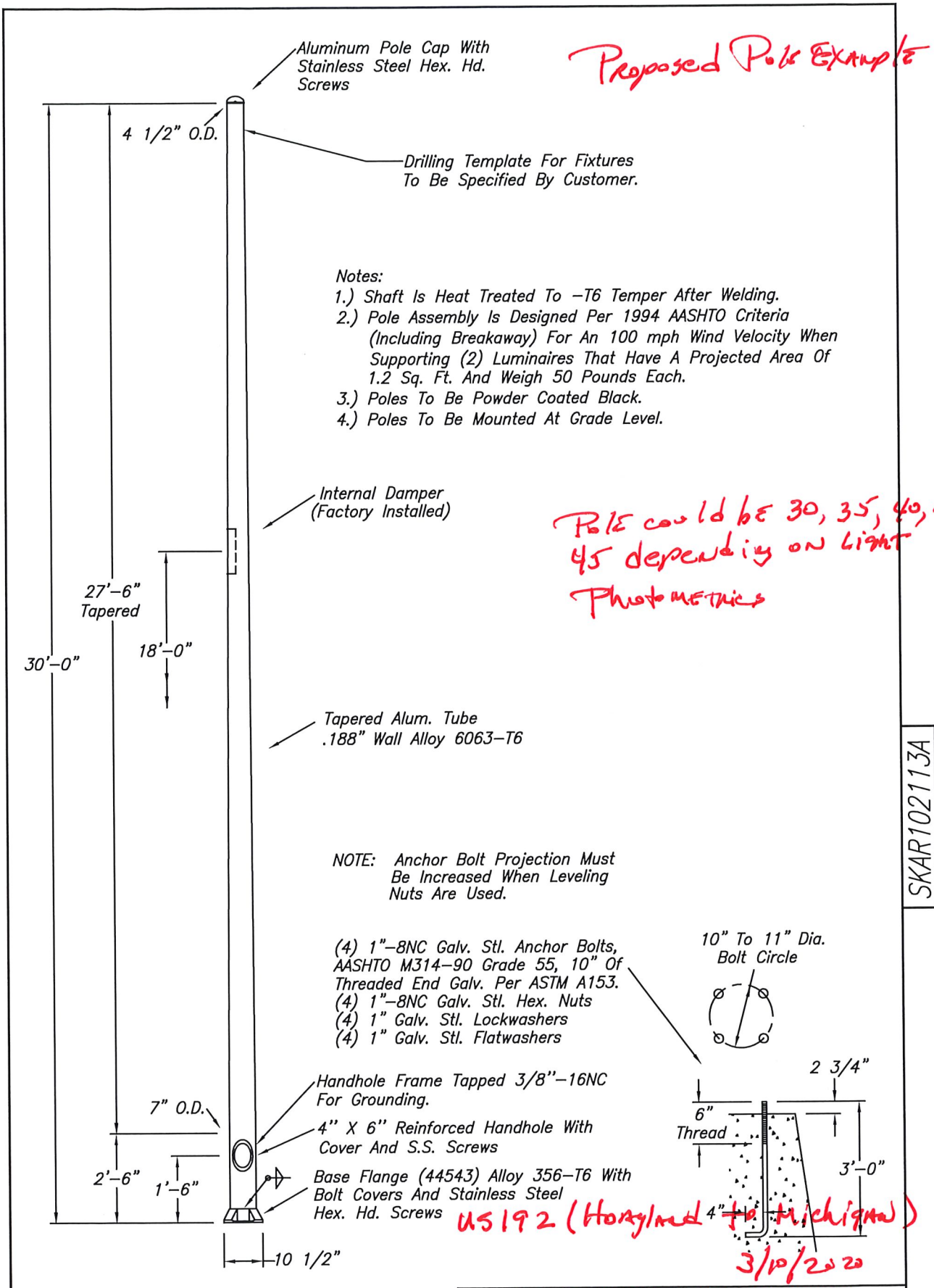
Extruded Pole Bands (6" I.D.)
With 1/2"-13NC S.S. Hardware

Item No.	Arm Configuration & Components
32386-001	Single 84092 Bracket W/Back Band & SS Hardware
32386-002	Twin 84092 Bracket W/SS Hardware

[illegible]

hapco
Abingdon, Va.

TITLE		8' BRACKET ASSEMBLY (6")
CUSTOMER		
SCALE	16	DATE 08/13/2014
BY	ASR	DWG. NO.
CHK'D		32386



SKAR102113A

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES		
NO.	REVISIONS	DATE
hapco		TITLE 30' LIGHTING POLE
Abingdon, Va.		CUSTOMER
BY ASR		SCALE 24 DATE 10/21/2013
CHK'D		DWG. NO. SKAR102113A

ITEM 8.D

Request for Qualifications (RFQ) for hotel and conference space at Kissimmee Civic Center Site

Request

Seek input and direction on an RFQ for developing a Public-Private Partnership for a downtown hotel at the Kissimmee Civic Center property.

Explanation

In pursuit of the City Commission priority to develop a hotel and conference center at the Kissimmee Civic Center site, staff in the process of developing a draft Request for Qualifications (RFQ) to seek potential development partners and a hotel operator. The following are key components that would form the basis of the draft RFQ:

- The City of Kissimmee, Florida, is seeking a development team to build a city-centered hotel in Historic Downtown Kissimmee.
- The development site is a portion of a City owned 13.62 acres site connecting Lakefront Park with the downtown.
- The development team is expected to include (or be led by) a hotelier that may own and operate the property. The hotelier must have a proven track record of owning and operating an upscale hotel with conference space.
- The development site includes the City's existing 19,000 sq. ft. Civic Center. Conference space is desired in the overall project. This can be achieved via demolition/rebuild of the Civic Center, or renovation/reuse of the existing facility. In either case, respondents are required to demonstrate a synergistic vision between the meeting space and the hotel.
- The adjacent SunRail Parking Garage *may* be eligible to partially park the hotel, subject to state approval.
- Particulars associated with the project will be negotiated and memorialized in an executed Development Agreement (DA). Project benchmarks and timelines are expected to be rigorous. The project site property may be deeded to the selected proposal team (developer plus hotelier) subject to negotiated DA conditions. The site is located in the Downtown Kissimmee Community Redevelopment Area (CRA). As such, the project may be eligible for the CRA's flagship Pioneer Project Incentive Program.
- The site is walking distance to the SunRail Station, Lakefront Park, Downtown Shops/Eateries, Amtrak, NeoCity, and is a 20-minute drive to the Walt Disney World Resort.
- As a result of its strategic location, the hotel site lends itself to both urban and outdoor exploration at the doorstep. The site connects directly to the 25-acre Lakefront Park, which also offers an extensive shared-use path network that will offer a 20-mile loop when completed. Downtown Kissimmee offers 33 food and beverage establishments within walking distance.
- Respondents must articulate how the project will become part of the downtown fabric by connecting guests with the various attributes mentioned above.

The City's Economic Development Director, Tom Tomerlin, will provide an overview of the highlights of the proposed RFQ and will seek Commission feedback on the concept for this project.

Recommendation

Staff is seeking Commission direction on the RFQ points addressed herein.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Commission Direction

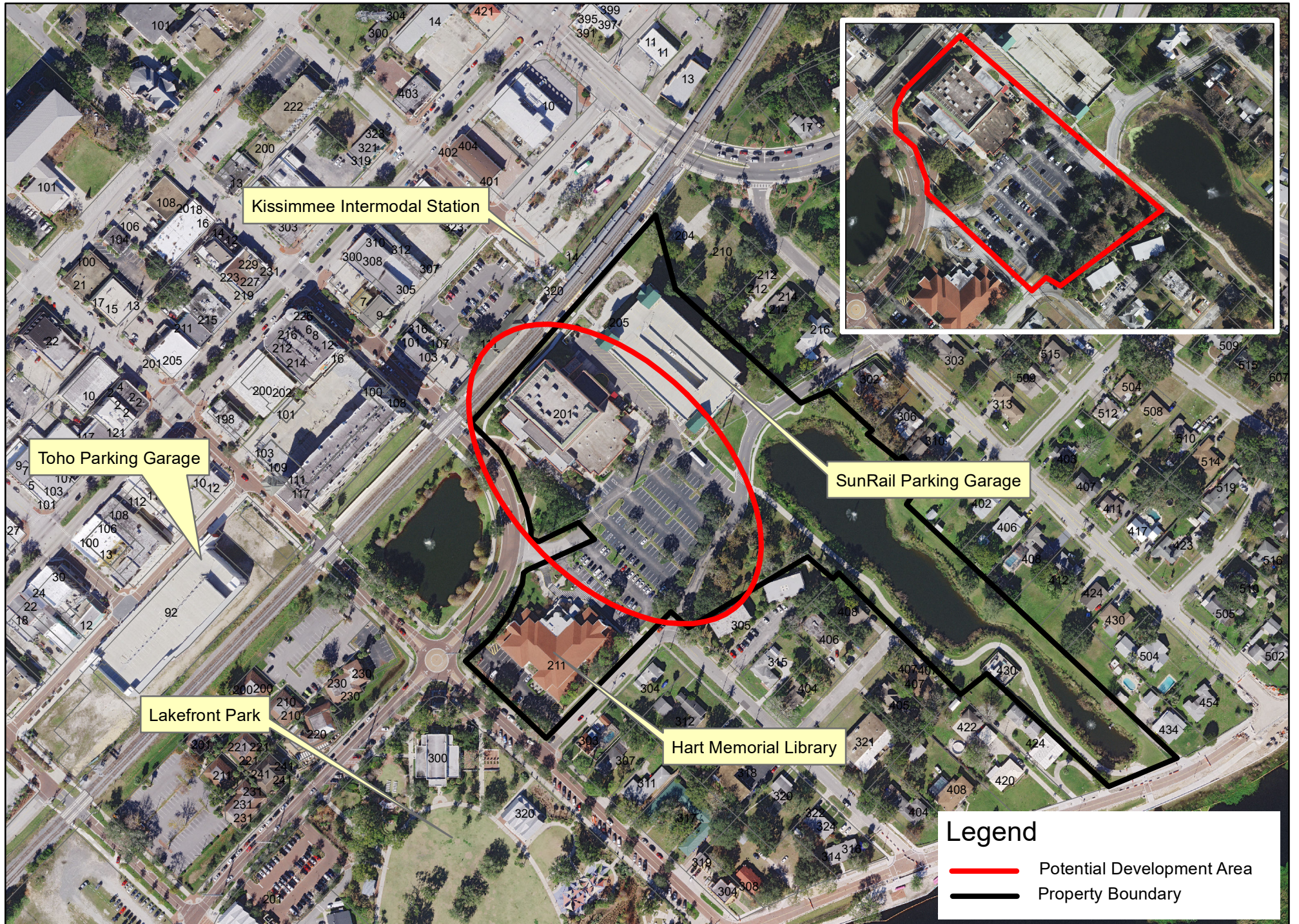
Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

1. Map_Hotel Development

Future Hotel and Conference Center Site



Legend

- Potential Development Area
- Property Boundary